

AGENDA

III. PROPERTY AND FACILITIES COMMITTEE

March 3 and 4, 2005

The Acadian Center, Rooms 126-128
LSU at Eunice

Mr. Roger H. Ogden, Chair
Mr. Francis M. Gowen, V. Chair
Mr. Marty J. Chabert
Mr. Charles V. Cusimano
Mr. Louis J. Lambert
Mr. James P. Roy
Mr. Charles S. Weems, III

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6. Recommendation to authorize the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to proceed with a plan to issue its Auxiliary Revenue and Refunding Bonds, Series 2005, in a principal amount not to exceed \$47,500,000 (the "Series 2005 Bonds"), payable solely from Auxiliary Revenues for the purpose of (i) financing the planning, acquisition, construction and equipping of an elementary school classroom building for the University Laboratory School on the Baton Rouge campus, including any necessary renovations related thereto, (ii) refunding the Board's outstanding Auxiliary Revenue Bonds, Series 1996 and Series 1997, (iii) paying the premium for a reserve fund insurance policy or surety bond and (iv) paying the costs of the issuance of the Series 2005 Bonds; authorizing the preparation of a Bond Resolution and certain other documents in connection with the Series 2005 Bonds; authorizing the publication of a notice of intention in connection therewith; and providing for other matters in connection therewith 30-34

Lease documents, if not included in this packet, are available in the Office of Property and Facilities.

Property and Facilities Committee

Item 1: Recommendation to approve the Master Plan for Louisiana State University at Eunice, prepared by The Sellers Group, A Professional Corporation

Executive Summary

Louisiana State University at Eunice Master Plan represents the cumulative input, analysis, imagination and hard work of university faculty, staff, students, alumni, board members, friends and community leaders with the professional guidance of The Sellers Group, A Professional Corporation. The goal of the Master Plan is to create a plan for future growth that is both realistic and visionary.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Louisiana State University at Eunice Master Plan, and;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby declares that the Louisiana State University at Eunice Master Plan serves as the primary mechanism and guiding document for coordinating and planning capital construction and physical improvement projects on the Louisiana State University at Eunice campus.”

Property and Facilities Committee

Item 2: Recommendation to approve the architectural plans for the University Laboratory School Elementary Building addition at Louisiana State University

Executive Summary

The new 22,300 square foot University Laboratory School Elementary Building addition will provide twelve (12) classrooms, a library, office space and support areas with an estimated construction cost of \$3,000,000.

The architectural firm, Holden & Associates, will present the plans to the Board.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the architectural plans for the University Laboratory School Elementary Building addition at Louisiana State University and hereby delegates the approval of the detailed plans and specifications to the Assistant Vice President and University Architect, or his designee.”

Property and Facilities Committee

Item 3: Recommendation to authorize the execution of an Agreement and Lease for Construction of Improvements to Center of Advanced Learning with the LSU School of Medicine, New Orleans Medical Alumni Association, Inc.

Executive Summary

The Learning Center at LSU Health Sciences Center in New Orleans was first opened in 2001 and occupies the first floor of the Lions Eye Clinic Building. The construction work was performed by the LSU Health Sciences Center Institute of Professional Education and was donated to the University in 2001. The facility has been highly successful as a learning center for students in the School of Medicine as well as skills training for students and residents in training.

The Health Sciences Center New Orleans desires to expand the training rooms to allow more opportunity for additional simulators and to increase the number of courses that can be taught in the facility. The renovation, consisting of 20,200 square feet of space on the fifth floor of the Lions Eye Building, with an estimated construction cost of \$2,000,000, is now planned to facilitate the expansion. The proposed renovation will accommodate four additional simulator rooms, a forty-station demonstration room, two conference rooms and support staff. Also, an area in the Lions Eye Building would be prepared in order to allow the Dean's offices to be moved from the Trail Building to the fifth floor of the Lions Eye Building as a part of this renovation project.

Money for the renovation is currently available to the LSU School of Medicine Alumni Association and the Alumni Association has offered to perform the construction work. The areas to be renovated will be leased to the Alumni Association during construction. Upon completion, the Alumni Association will donate the improvements to the Health Sciences Center.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize William L. Jenkins, President of the Louisiana State University System, to execute an Agreement and Lease for Construction of Improvements to Center for Advanced Learning between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the LSU School of Medicine – New Orleans Medical Alumni Association, Inc., leasing to the Alumni Association the area located in the Lions Eye Clinic Building at 2020 Gravier Street, New Orleans, Louisiana, and more fully described in Exhibit “1” attached hereto, said Agreement and Lease to contain such terms and conditions as President Jenkins deems to be in the best interest of the Board of Supervisors.”

**AGREEMENT AND LEASE
FOR
CONSTRUCTION OF IMPROVEMENTS TO
CENTER FOR ADVANCED LEARNING**

THIS AGREEMENT AND LEASE FOR CONSTRUCTION OF IMPROVEMENTS TO CENTER FOR ADVANCED LEARNING (herein "Agreement") is entered into effective as of the _____ day of _____, 2005, by and between

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

and

LSU SCHOOL OF MEDICINE—NEW ORLEANS MEDICAL ALUMNI ASSOCIATION, INC., a Louisiana non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Orleans, herein appearing through and represented by _____, its duly authorized _____ (hereinafter referred to as "Association"),

provides as follows:

WITNESSETH

WHEREAS, LSU is the owner of a certain building on the campus of the Louisiana State University School of Medicine in New Orleans located at 2020 Gravier Street known as the Lion's Eye Clinic Building (herein "Building");

WHEREAS, Association desires to lease a portion of the Building from LSU and construct improvements to the Building consisting of renovations to enlarge the area now utilized as a teaching facility and used for clinical and administrative purposes, at Association's expense, which improvements Association will donate to LSU upon completion of construction;

WHEREAS, LSU desires to grant to Association a lease and certain limited rights of use and access in order to facilitate the construction by the Association and to allow limited rights of use by Association after completion of construction; and

WHEREAS, Association is a non-profit corporation whose tax exempt purpose is to support the mission and programs of LSU, and Association will promote that mission by performing said renovations to the Lion's Eye Clinic Building and donating the construction to LSU after completion of the construction.

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

**ARTICLE I
PROPERTY DESCRIPTION AND LEASE**

LSU is the owner of the building located on the following described immovable property, to-wit:

A certain portion of ground, situated in the First Municipal District, New Orleans, Louisiana, in Square Number 473A, bounded by Gravier Street, Prieur Street, Bolivar Street and Perdido Street, designated as the Lions Eye Foundation site on a survey prepared by Walker and Avery, Inc.,

dated June 4, 1984, revised October 12, 1984, and more particularly described as follows:

Beginning at the northeast corner of Square Number 473A formed by the intersection of Gravier Street and Bolivar Street; thence along the boundary line of Bolivar Street towards Perdido Street a distance of 143 feet, 2 inches, seven lines to a point; thence along a line perpendicular to Bolivar Street a distance of 296 feet to a point on the boundary of Prieur Street; thence towards Gravier Street along the boundary line of Prieur Street a distance of 6 feet, 9 inches 4 lines to a point; thence continuing along the boundary line of Prieur Street towards Gravier Street a distance of 132 feet, one inch, seven lines to a point; thence continuing along the boundary line of Prieur Street a further distance of 69 feet, one inch to the corner of Gravier Streets; thence along the boundary line of Gravier Street a distance of 218 feet, six inches, four lines to the point of beginning. The parcel thus described contains an area of 0.9976 acres.

LSU hereby leases for the term of this Agreement all of Floor Five (5) of Building and a portion of Floor One (1) of Building as such leased area is more clearly reflected on Exhibit "1" hereto (herein "Leased Property"), and hereby grants to Association such rights of use and access as are necessary for Association to construct the Improvements as hereinafter described, including but not limited to use and access of areas necessary for Association to provide a new elevator from the ground floor to Floor Five (5) and to install a new HVAC system for the demonstration lab on Floor Five (5). LSU also hereby leases for the term of this Agreement to Association the area crosshatched on Exhibit "2" hereto and reflected as "Staging Area" on said exhibit, said staging area to be used by Association for staging, construction and storage materials during the Work. Said lease and rights of access and use for construction purposes shall terminate upon donation of the Improvements to LSU.

ARTICLE II AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS

Association does hereby agree to renovate the Leased Property consisting of 20,200 square feet of existing space to construct four (4) simulator rooms, a 40-station demonstration room, two (2) conference rooms and support space, all on Floor Five (5), and to renovate space for the Dean's offices as well as to install a new elevator and an HVAC system (herein "Improvements") to the Building in accordance with plans and specifications approved by LSU and to donate those Improvements to LSU after completion of the construction.

ARTICLE III USE OF PREMISES

Except as set forth in Article IX hereof, Association may use Building only for construction of the Improvements. Association shall not use Building for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic production. Association shall not make any use of Building in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on or about Building or increase the fire or insurance hazard by any use thereof. Before beginning operations on Building, Association shall obtain any permits required by the State of Louisiana, the Parish of Orleans or the United States of America or any of their subdivisions or departments. Association shall not install or otherwise place storage tanks in Building or on the property on which the Building is located without LSU's prior written consent which shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overfill, or other release.

ARTICLE IV CONSTRUCTION

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

- (A) Plans and Specifications/Change Orders. At least thirty (30) days prior to commencement of any construction, final plans and specifications shall be delivered to the Executive Vice President for the LSU System (herein, "LSU Representative") for his review. He 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 or to the construction contract shall be made to the LSU Representative. He shall approve or disapprove such request within seven (7) days of having received the request for the change order from the Association. Failure to approve within such time period shall be deemed disapproval. No change order to the contract or to the plans and specifications which substantially deviates from the plans and specifications shall be implemented without the prior written consent of the LSU Representative.
- (B) Commencement and Completion of Work. Unless delayed by Force Majeure, at its own expense, Association agrees to (1) commence work no later than October 15, 2005, or within thirty (30) days after the LSU Representative has given written consent to the notice to commence and (2) complete by August 15, 2006, the construction of the Improvements (said construction to be referred to herein as the "Work") on Building, at the location set forth above. Said Work shall not commence until the LSU Representative has given his written consent to the notice to commence and his written approval to the plans and specifications. The completion date set forth herein may be extended by a written change order issued by the Association and approved in writing by the LSU Representative.
- "Force Majeure" for purposes of this Agreement shall mean, any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow down or work stopped; or (c) any other similar cause or similar event beyond the reasonable control of the Association.
- (C) Contract with Contractor. The Work shall be performed on behalf of Association, pursuant to written contracts between Association and a contractor or contractors. Association shall not enter into any construction contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove such contract within seven (7) days of receipt of a copy of the contract from Association. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of Orleans Parish prior to commencement of the Work. Association shall include a liquidated damage clause acceptable to LSU in its construction contract. LSU and Association hereby acknowledge the following, and, to the extent practically and legally possible, the contract between Association 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 Association.
- (ii) Association is a separate legal entity from LSU. It is not acting as agent for LSU, and Association has no authority to obligate LSU 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 Agreement.
- (iv) Association has no ownership interest in Building in which the Work will be performed or the property on which Building is located. Any improvements placed on property of LSU shall become property of LSU upon completion of the Work. The Work shall not give rise to any rights against Building or LSU.

All construction undertaken by the Association hereunder shall be in conformance with all Applicable Laws, statutes, codes, rules and regulations, and applicable amendments thereto, including but not limited to the 2000 International Building Code with revisions, and all other future revisions, ANSI-A117.1 1986 or the then current and future editions, the most recent edition of the NFPA 101 Life Safety Code (2003 Edition), the Americans with Disabilities Act, and all local and state uniform building codes.

- (D) Performance Bond. Association 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 Association and LSU shall be obligees under the bond.
- (E) Rights Concerning the Property During Construction. To the extent necessary, Association and its contractors shall have the right to occupy and use Leased Property, with reasonable ingress to and egress from Leased Property, during the term of this Agreement and, with the prior written consent of the LSU Representative, shall fence or block off that area of Building necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Association assumes all responsibility for the condition of Leased Property used by it during the term of this Agreement. Association and its contractors shall maintain Leased Property and any improvement or construction thereon and the property on which Building is located in a reasonably prudent manner at all times until the Work is accepted by LSU. LSU shall not be responsible for any maintenance or repairs to Leased Property during the term of this Agreement. The LSU Representative and any other LSU employees designated by him shall at all times have access to Leased Property and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein, and at all times shall have the right but not the obligation to enter Leased Property and review the Work to determine that it is being performed in compliance with the plans and specifications and in a good and workmanlike manner. Association will take prudent care of Building and return same to LSU at the termination or expiration of this Agreement, with the Improvements thereon, in as good a condition as when received, ordinary wear and tear excepted.

Association accepts Leased Property for the purposes herein outlined without any warranty of title or recourse whatsoever against LSU.

- (F) Access over Building or Adjoining Property During Construction. LSU hereby grants to Association a servitude of access over and across such other property owned by LSU only so far as such is absolutely necessary in order for the Association to fulfill its obligations hereunder, provided, however, Association shall not interfere with LSU's use of such other property.

- (G) LSU Rules and Regulations; Access During Construction. Association agrees that it will comply with all LSU regulations, policies and mandates with regard to all contractors and personnel entering Building or Leased Property for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Association shall make these same requirements of its contractor or contractors for the Work. The Work shall be subject to inspection by the LSU Representative who shall have access at all reasonable times during construction.

- (H) Signage. Before erecting or placing any sign upon Building, Leased Property or the Improvements or inside Building or Leased Property, Association shall submit the design specifications of such sign to the LSU Representative for approval. Association may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

- (I) Acceptance of Construction. Association and LSU agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of the Work. Association will not accept the Work without the written approval of the LSU Representative. LSU reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are held by the Association in an escrow account for payment to the contractor upon completion of the punch list items. Upon donation of the Work by Association to LSU, Association hereby agrees that, to the extent allowed by law, Association will assign or transfer to LSU its right to enforce actions against the contractor(s) and/or the architect arising out of the Work; provided, however, Association shall continue to be obligated to complete the punch list items. Final payment shall not be made to the contractor until LSU agrees in writing that the punch list items have been completed.

- (J) Funds for Construction. At LSU's request, prior to the commencement of Work, Association shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Association and is dedicated to that use. At LSU's sole option, Association may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

- (K) On Site Construction Inspector. If in LSU's sole discretion it becomes necessary, Association at Association's expense shall hire an On Site Construction Inspector for full time supervision of the Work.
- (L) Inspection and Survey. Association shall inspect Leased Property, Building and the property on which Building is located, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. LSU hereby warrants that Leased Property is suitable for construction of the Improvements. Association accepts Leased Property in its present condition excepting any unknown or unforeseen and unforeseeable defect in Leased Property.
- (M) No Liens; Release of Recorded Liens. Association shall not suffer or permit any liens to be enforced against the Property or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Association or to anyone through or under the Association. If any such liens shall be recorded against Leased Property or Building or the property on which the Building is located, Association shall cause the same to be released of record, or in the alternative, if the Association in good faith desires to contest the same, Association shall be privileged to do so, but in such case, Association shall promptly deposit with the Recorder of Mortgages of Orleans 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.

ARTICLE V INSURANCE

Section 5.1. During the Work and prior to the donation to LSU of the Improvements constructed by Association, Association shall maintain or require its contractor to maintain the following:

Contractor shall procure and maintain 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
1) 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: \$1,000,000.00 Per Occurrence; \$2,000,000.00 General Aggregate; and \$2,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.
2) 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 (\$1,000,000.00) per occurrence
3) Worker's Compensation & Employers Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$1,000,000.00 when work is to be over water and involves maritime exposure
4) Builder's Risk-Completed Value Form Property Insurance for all risk of physical loss during term of the construction contract and until the Work is substantially completed	100% replacement cost of the Building (or, at the LSU Representative's option, portions of the Building).

Any deductibles or self-insured retentions must be declared to and approved by the LSU Representative. On the general liability and automobile liability coverages, 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. 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 the Association. 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, has been given to the LSU Representative. 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. Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for worker's compensation coverage only. Contractor shall furnish the LSU Representative with certificates of insurance affecting insurance required by this section. The certificates are to be received and approved by the LSU Representative before Work commences. LSU reserves the right to require complete, certified copies of all required insurance policies at any time.

Section 5.2. LSU shall be named as an additional insured on all policies required hereby. Certificates of all policies of insurance shall be delivered to the LSU Representative upon written request, and said policies shall provide a thirty (30) day written notification to LSU prior to the cancellation thereof.

ARTICLE VI DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

Section 6.1. Association agrees to donate the Improvements to LSU after (a) final acceptance of the Work by Association and written approval by the LSU Representative of said final acceptance and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Said Work shall not be considered donated to LSU until the events in both (a) and (b) of this paragraph have occurred. If the architect for the Work recommends acceptance of the Work as substantially complete, LSU shall not unreasonably refuse to approve final acceptance by Association.

Section 6.2. Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by LSU. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Association shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Leased Property or the Work except as otherwise specifically set forth herein. Association shall bear the risk of loss with respect to the Improvements until acceptance of the donation by LSU; provided, however, Association's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Association shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of LSU upon the donation of the Improvements, provided, however, Association itself shall make no warranty as to the condition of the Work. All guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the recordation of the donation of the Improvements from the Association to LSU or (3) occupancy by LSU for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods:

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

Section 6.3. Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance by LSU thereof. The parties will record the donation and acceptance in the records of the parish in which Building is located.

Notwithstanding anything contained in this Agreement, LSU at all times will have the absolute right to terminate this Agreement on thirty (30) days' written notice to Association. Upon such termination either LSU shall take title to the improvements made to the Building by Association, or LSU, at its option, may

require Association to transfer all of its right, title and interest in this Agreement , in any funds dedicated to complete the construction of the Improvements, and in the Improvements already constructed to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to LSU, and which accepts the obligations of the Association hereunder.

ARTICLE VII INDEMNIFICATION

Section 7.1. Association, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold LSU harmless against any loss for damages or injuries that may be suffered by any person, including but not limited to Association's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by LSU employees unless said employees are acting at the direction or request of the Association, and Association agrees to defend LSU with an attorney of LSU's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against LSU, and to reimburse LSU for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Association's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose.

To the extent allowed by law, LSU, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and hold Association harmless against any loss for damages or injuries that may be suffered by any person including but not limited to LSU's agents, contractors, employees, invitees, and licensees, except if any of such persons are acting at the direction or request of the Association, to the extent that such loss, damage or injuries arises out of or is related to the Work, and LSU agrees to defend Association in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Association, and to reimburse Association for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that LSU's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

ARTICLE VIII TERM AND TERMINATION

This Agreement shall commence on the _____ day of _____ and shall terminate upon donation of the Improvements to LSU and acceptance by LSU of said donation as set forth in paragraph 6.1(a) and 6.1(b) and paragraph 6.2 hereof or at the latest on the 31st day of December, 2006. This Agreement may be extended by written consent of both parties.

ARTICLE IX USE OF LEASED PROPERTY

Subsequent to the transfer of title to LSU of the Improvements by Association, LSU and Association shall mutually agree as to any use of the Leased Property by Association and its subsidiary, the Institute of Professional Education, at times and upon conditions subject to the approval of LSU. LSU recognizes that Association intends to conduct medical, graduate medical and continuing education programs in the Leased Property which will enure to the ultimate benefit of LSU and to the medical community as a whole. LSU and Association agree to work together to reach agreement on a schedule of use and, where appropriate, rental amount for such use by Association. Both parties hereto recognize that the relocation of the Dean's office will allow for expansion of research laboratory facilities in one of the major research buildings on campus.

**ARTICLE X
NOTICES**

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

LSU: Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College
Attention: Executive Vice President
for the LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

ASSOCIATION: School of Medicine—New Orleans
Medical Alumni Association, Inc.

**ARTICLE XI
ASSOCIATION DEFAULT**

Section 11.1. LSU may declare Association in default upon one or more of the following events:

- (A) Failure of Association to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by LSU and Association unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or
- (B) A substantial deviation, unauthorized in writing by LSU, from the plans and specifications for the Work approved by LSU, which deviation has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or
- (C) Failure of Association to observe or perform any other covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

- (D) The taking by execution of the Improvements for the benefit of any person or entity other than LSU; or
- (E) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Association, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Association or any substantial part of the properties of Association or ordering the winding up or liquidation of the affairs of Association, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or
- (F) The commencement by Association of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Association to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Association or any substantial part of the properties of the Association; or
- (G) Association, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

Section 11.2. Whenever any event of default referred to in this section shall have occurred and be continuing and Association refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified herefore, in addition to any other remedies herein or by law provided, LSU shall have the right, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, Association expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work, LSU shall be the owner of all improvements made on or to Building, provided, however, at LSU's sole option and direction, in the event of the termination of this Agreement during the Work, Association shall transfer its rights and obligations under this Agreement and any funds Association has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to LSU.

ARTICLE XII LSU DEFAULT

Association may declare LSU in default upon the failure of LSU to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and LSU has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Association shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Association under this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 13.2. Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Orleans Parish, Louisiana.

Section 13.3. Nonwaiver. No waiver by LSU or Association of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of LSU or Association to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by LSU or Association of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 13.4. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 13.5. Authorization. By execution of this Agreement, Association and LSU each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

Section 13.6. Use of Name, Logo, Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

Section 13.7. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 13.8. Assignment. Association shall not assign this Agreement or any part hereof without the prior written consent of the President of the Louisiana State University System, and any attempt of assignment without the prior written consent of the President of the Louisiana State University System shall be null and void as to LSU.

Section 13.9. 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 LSU into another educational institution.

Section 13.10. Audits. LSU 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 Association to the extent necessary to verify compliance with this Agreement. Such audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of LSU, by independent auditors retained by LSU, by the Louisiana Legislative Auditor or by the Office of the Governor or Division of Administration of the State; provided that any and all such audits shall be conducted without materially, unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Association. LSU covenants with Association to keep all work papers, including all books and records of Association, its agents, employees, consultants, contractors, and vendors, confidential and to further keep the results of any such audits confidential, to the extent allowed by law, except as required by rules and regulations of LSU.

Section 13.11. Memorandum of Agreement. Association agrees not to record this Agreement. At the Association's request, the parties will execute a Memorandum of this Lease for recording in the records of Orleans Parish. The cost of recording will be borne by Association.

Section 13.12. Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to Leased Property and contain all of the terms and conditions agreed upon with respect to Leased Property, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year hereinabove first written.

WITNESSES:

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

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

_____ **LSU SCHOOL OF MEDICINE—NEW ORLEANS
ALUMNI ASSOCIATION, INC.**

By: _____

By: _____

Property and Facilities Committee

Item 4: Recommendation to execute a right of way servitude to the City of Baton Rouge/Parish of East Baton Rouge over two parcels of ground to allow realignment of East Parker at South Stadium Drive on the Louisiana State University campus

Executive Summary

The City of Baton Rouge/Parish of East Baton Rouge seeks a right of way to permit the East Baton Rouge Public Works to expend approximately \$337,000 to realign East Parker, as shown on the attached survey, which right of way will cross two parcels of ground containing a total of .53 acres and provide the realignment of East Parker to form an intersection at East Parker, South Stadium and West Lakeshore Drives. This is a feasible alternative to the traffic circle proposed for the vicinity, as the traffic circle would have affected a larger acreage and removed sixteen (16) trees.

The Servitude of Right of Way for East Parker Realignment is attached hereto. The Board of Supervisors will grant the right of way without any warranty of title, will reserve all minerals, and will obtain an indemnification from the City/Parish.

The right of way will cover the described property identified in the servitude agreement attached hereto and as shown on the survey attached hereto.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize William L. Jenkins, President of the Louisiana State University System, or his designee, to enter into and execute a right of way granting to the City of Baton Rouge/Parish of East Baton Rouge a servitude of right of way over two parcels of ground for the purpose of realigning East Parker as it enters South Stadium Drive on the LSU campus.

BE IT FURTHER RESOLVED that said William L. Jenkins, President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to include in said right of way agreement such terms and conditions that he may deem wise and in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by William L. Jenkins, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified.”

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Property and Facilities Committee

Item 5: Recommendation to amend the 2005 – 2006 Capital Outlay Budget Request for LSU Health Sciences Center New Orleans adopted by the Board of Supervisors on August 20, 2004

Executive Summary

At its August 20, 2004 meeting, the LSU Board of Supervisors approved the 2005 – 2006 Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University System. The Health Sciences Center – New Orleans has requested that the Board amend the capital outlay budget request by adding the Clinical Sciences Building Laboratory Exhaust System Remediation in the amount of \$1,408,274.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the 2005 – 2006 Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University System be amended to include the below listed project:

LSU Health Sciences Center – New Orleans
Category – Emergency

Clinical Sciences Building Laboratory Exhaust System Remediation
\$1,408,274 – General Obligation Bonds”

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Property and Facilities Committee

Item 6: Recommendation authorizing the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to proceed with a plan to issue its Auxiliary Revenue and Refunding Bonds, Series 2005 in a principal amount not to exceed \$47,500,000 (the "Series 2005 Bonds"), payable solely from Auxiliary Revenues for the purpose of (i) financing the planning, acquisition, construction and equipping of an elementary school classroom building addition for the University Laboratory School on the Louisiana State University campus, including any necessary renovations related thereto, (ii) refunding the Board's outstanding Auxiliary Revenue Bonds, Series 1996 and Series 1997, (iii) paying the premium for a reserve fund insurance policy or surety bond and (iv) paying the costs of the issuance of the Series 2005 Bonds; authorizing the preparation of a Bond Resolution and certain other documents in connection with the Series 2005 Bonds; authorizing the publication of a notice of intention in connection therewith; and providing for other matters in connection therewith.

Executive Summary

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

The Board has approved in its 2004-2005 Capital Outlay Budget Request to the Legislature the hereinafter defined Project as submitted by Louisiana State University and Agricultural and Mechanical College (the "University" or "LSU"). The Project consists of the planning, acquisition, construction, and

equipping of an elementary school classroom building addition for University Laboratory School, including any necessary renovations related thereto (the "Project"). In addition, the proceeds of the Series 2005 Bonds (hereinafter defined) will be used to refund the Board's outstanding Auxiliary Revenue Bonds, Series 1996 (the "Series 1996 Bonds"), currently outstanding in the principal amount of \$29,725,000, and the Board's outstanding Auxiliary Revenue Bonds, Series 1997 (the "Series 1997 Bonds" and, together with the Series 1996 Bonds, the "Refunded Bonds"), currently outstanding in the principal amount of \$5,000,000, to achieve substantial debt service savings and to release moneys on deposit in the related debt service reserve funds for other qualified uses of the University as permitted by law. The Project was approved by the Legislature in its 2004 Regular Session as part of Act 2, which was signed by the Governor.

The University desires to avail itself of the provisions of the Act and is requesting the Board to grant preliminary approval and authorization to representatives of the University, bond counsel and counsel to the Board to proceed with the necessary steps toward the issuance of its Auxiliary Revenue and Refunding Bonds, Series 2005 in an aggregate principal amount not to exceed \$47,500,000 (the "Series 2005 Bonds") to (i) finance the costs of the Project, (ii) accomplish the refunding of the Refunded Bonds, (iii) pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iv) pay the costs of issuance of the Series 2005 Bonds, including, but not limited to, the preparation of the hereinafter described Bond Resolution and the preparation and distribution of preliminary and final official statements, if any, related thereto. LSU also desires that the Board authorize the publication of a notice of intention to issue the Series 2005 Bonds, as provided in the Constitution.

This resolution provides for certain general matters relating to the Series 2005 Bonds and the issuance thereof, it being the intent of LSU that the further details of the Series 2005 Bonds (including, without limitation, the maturity, the rate or rates of interest, and any security therefor) in connection with the Project and the refunding of the Refunded Bonds shall be fixed by a Bond Resolution to be adopted by the Board prior to the issuance of the Series 2005 Bonds (the "Bond Resolution").

It is recommended that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College adopt the following resolution.

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

WHEREAS, in its 2004-2005 Capital Outlay Budget Request to the Legislature the Board requested approval of a project consisting of the planning, acquisition, construction and equipping of an elementary school classroom building addition for University Laboratory School, including any necessary renovations related thereto (the "Project"); and

WHEREAS, the Project was approved by the Legislature in its 2004 Regular Session as part of Act 2, which was signed by the Governor; and

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

WHEREAS, the Board previously issued pursuant to the General Bond Resolution its Auxiliary Revenue Bonds, Series 1996 in the original principal amount of \$33,485,000 (the "Series 1996 Bonds"), of which \$29,725,000 principal amount is currently outstanding, and its Auxiliary Revenue Bonds, Series 1997 in

the original principal amount of \$6,500,000 (the "Series 1997 Bonds"), of which \$5,000,000 principal amount is currently outstanding; and

WHEREAS, in order to achieve substantial debt service savings, the University has determined that it would be in the best interest of the Board and the University to refund the outstanding Series 1996 Bonds and Series 1997 Bonds; and

WHEREAS, the Board desires to avail itself of the provisions of the Act and the General Bond Resolution and to grant preliminary approval and authorization to representatives of the University, bond counsel and counsel to the Board to proceed with the necessary steps toward the issuance of its Auxiliary Revenue and Refunding Bonds, Series 2005 in an aggregate principal amount not to exceed \$47,500,000 (the "Series 2005 Bonds") to (i) finance the costs of the Project, (ii) refund the Board's outstanding Series 1996 Bonds and Series 1997 Bonds (collectively, the "Refunded Bonds"), (iii) pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iv) pay the costs of issuance of the Series 2005 Bonds, including, but not limited to, the preparation of the hereinafter described Bond Resolution and the preparation and distribution of preliminary and final official statements, if any, related thereto; and

WHEREAS, by this resolution, the Board desires to provide for certain general matters relating to the Series 2005 Bonds and the issuance thereof, it being the intent of the Board that the further details of the Series 2005 Bonds (including, without limitation, the outside maturity, the maximum rate or rates of interest, and any security therefor) shall be fixed by the General Bond Resolution and the Tenth Supplemental Resolution to be adopted by the Board prior to the date of issuance of the Series 2005 Bonds (the "Tenth Supplemental Resolution" and, together with the General Bond Resolution, the "Bond Resolution"); and

WHEREAS, prior to the issuance of the Series 2005 Bonds, there shall be submitted to the Board the Tenth Supplemental Resolution and the proposed Series 2005 Bonds prepared in connection therewith; and

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WHEREAS, the Series 2005 Bonds shall be payable solely from and secured by a pledge of the Auxiliary Revenues, as more particularly defined by the Bond Resolution, consisting of revenues derived by the University from certain Auxiliary Enterprises, including, without limitation, residential life facilities, the student union, university stores, student health services, athletics and other miscellaneous auxiliaries and certain other revenues that have been dedicated to the payment of bonds issued pursuant to the Bond Resolution; and

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

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

SECTION 1. The Board hereby grants preliminary approval to the issuance of its Auxiliary Revenue and Refunding Bonds, Series 2005 (the "Series 2005 Bonds") in an aggregate principal amount not to exceed \$47,500,000, at a fixed or variable rate or rates not to exceed eight percent (8%) per annum with respect to fixed rate bonds and twelve percent (12%) per annum with respect to variable rate bonds and for a term not to exceed 30 years for the purpose of providing funds for the benefit of Louisiana State University and Agricultural and Mechanical College (the "University") to (i) finance the costs of planning, acquisition, construction and equipping of an elementary school classroom building addition for University Laboratory School, including any necessary renovations related thereto (the "Project"), (ii) refund the Board's outstanding Auxiliary Revenue Bonds, Series 1996 and Auxiliary Revenue Bonds, Series 1997, (iii) pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iv) pay the costs of issuance of the Series 2005 Bonds, subject to the terms and conditions contained herein and in a Bond Resolution, subject to the advice of bond counsel and counsel to the Board, and subject to the required approval of the State Bond Commission (the "Commission").

SECTION 2. The Series 2005 Bonds shall be secured by the Auxiliary Revenues on a parity with the Board's outstanding Series 2000 Bonds, Series 2002 Bonds, Series 2004 Bonds and Series 2004B Bonds, each as defined in the Bond Resolution.

SECTION 3. The Board hereby authorizes its representatives, including the President, the Vice President and the Assistant Vice President for Property and Facilities of the LSU System and the Vice Chancellor for Finance and Administrative Services and Comptroller of the University and their designees, bond counsel, and counsel to the Board to proceed with the preparation of the Bond Resolution with respect to the Series 2005 Bonds and all documents necessary for the issuance of the Series 2005 Bonds, including, but not limited to the preparation and distribution of preliminary and final official statements, if any, related thereto and to obtain all consents and approvals necessary for the issuance of the Series 2005 Bonds.

SECTION 4. The Board hereby authorizes and approves all matters necessary in connection herewith, subject to advice of counsel to the Board, including, but not limited to the publication of a notice of intention to issue the Series 2005 Bonds as provided in the Constitution, the form of which is attached hereto as **Exhibit A**.

SECTION 5. The Board hereby formally approves the making of its application to the Commission requesting that the Commission grant its approval to the issuance of the Series 2005 Bonds, all in accordance with applicable law and the Rules of the Commission. The representatives of the University are hereby directed to furnish to and file with the Commission all documents, materials and information as may be necessary and appropriate in connection with the approval by the Commission of the issuance of the Series 2005 Bonds. A certified copy of this resolution shall be submitted to the Commission by the representatives of the Board or its bond counsel, with a letter requesting the prompt consideration and approval of this application and such letter may set forth and request approval by the Commission of the price at which such bonds may be sold and issued.

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

SECTION 7. It is hereby recognized, found and determined that a real necessity exists for the employment of bond counsel in connection with the issuance of the Series 2005 Bonds and, accordingly, Long Law Firm, L.L.P., Baton Rouge, Louisiana ("Bond Counsel"), is hereby employed as bond counsel for the Board, pursuant to that certain contract for bond counsel services dated March 16, 2004 between Bond Counsel and the Board (the "Bond Counsel Contract"), to do and perform any and all legal work incidental and necessary with respect to the incurring of debt and issuance and sale of the Series 2005 Bonds. Bond Counsel shall prepare and submit to the Board for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Series 2005 Bonds, and shall furnish their opinion covering the legality of the issuance thereof.

The fees to be paid to Bond Counsel with respect to Series 2005 Bonds actually issued, sold, delivered and paid for shall be based upon the then current fee schedule promulgated by the Attorney General of the State of Louisiana (at the time any such bonds are sold) with regard to fees for bond counsel for legal and coordinate professional work performed in connection with the issuance of revenue bonds by state entities. Such fees shall be payable out of the funds derived from the sale of the Series 2005 Bonds or other funds legally appropriated therefor pursuant to the Bond Counsel Contract.

SECTION 8. The Series 2005 Bonds shall not be issued until this Board has approved the execution of all legal documents necessary in connection therewith, including, but not limited to, the Bond Resolution.

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

NOTICE OF INTENTION TO ISSUE BONDS

Notice is hereby given that, pursuant to a resolution adopted at its meeting of March 4, 2005 (the "Authorizing Resolution"), the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") intends to issue its Auxiliary Revenue and Refunding Bonds, Series 2005 (the "Series 2005 Bonds"), in an aggregate principal amount not to exceed \$47,500,000. The proceeds of the Series 2005 Bonds will be made available to the Board for the benefit of Louisiana State University and Agricultural and Mechanical College ("LSU") to (i) finance the costs of the planning, acquisition, construction and equipping of an elementary school classroom addition for University Laboratory School, including any necessary renovations related thereto (the "Project"), (ii) refund the Board's outstanding Auxiliary Revenue Bonds, Series 1996 (the "Series 1996 Bonds"), currently outstanding in the principal amount of \$29,725,000, and the Board's outstanding Auxiliary Revenue Bonds, Series 1997 Bonds (the "Series 1997 Bonds" and, together with the Series 1996 Bonds, the "Refunded Bonds"), currently outstanding in the principal amount of \$5,000,000, (iii) pay the premium for a reserve fund insurance policy or surety bond, if necessary, and (iv) pay the costs of issuance of the Series 2005 Bonds. The Series 2005 Bonds will be in fully registered form, will be issued in an aggregate principal amount not to exceed \$47,500,000, will mature not later than 30 years from their dated date and will bear interest payable at a fixed or variable rate or rates not to exceed eight percent (8%) per annum with respect to fixed rate bonds and twelve percent (12%) per annum with respect to variable rate bonds. The Series 2005 Bonds will not be a general obligation or pledge of the full faith and credit of the State of Louisiana, but will be solely a revenue obligation of the Board payable from Auxiliary Revenues (as defined in a Bond Resolution to be adopted by the Board, hereinafter referred to as the "Bond Resolution"), consisting of Auxiliary Revenues derived by LSU from certain Auxiliary Enterprises, including, without limitation, residential life facilities, the student union, university stores, student health services, athletics and other miscellaneous auxiliaries and certain other revenues that have been dedicated and pledged to payment of bonds issued under the Bond Resolution. The Series 2005 Bonds will be secured by the Auxiliary Revenues on a parity with the Board's outstanding (i) Auxiliary Revenue Bonds, Series 2000, issued in the original aggregate principal amount of \$27,000,000, (ii) Auxiliary Revenue Bonds, Series 2002, issued in the original aggregate principal amount of \$11,435,000, (iii) Auxiliary Revenue Refunding Bonds, Series 2004 issued in the original aggregate principal amount of \$16,035,000 and (iv) Auxiliary Revenue Bonds, Series 2004B issued in the original aggregate principal amount of \$51,885,000. Within thirty (30) days after publication of this Notice of Intention, any person in interest may contest the legality of the Authorizing Resolution or the Bond Resolution, any provision of the Series 2005 Bonds to be issued pursuant to the Bond Resolution, the provisions securing the Series 2005 Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Series 2005 Bonds. If no action or proceeding is instituted within the thirty (30) days, no person may contest the validity of the Series 2005 Bonds, the provisions of the Authorizing Resolution or the Bond Resolution, the security of the Series 2005 Bonds or the validity of any other provisions or proceedings relating to their authorization and issuance, and the Series 2005 Bonds shall be presumed conclusively to be legal. Thereafter, no court shall have authority to inquire into such matters. Draft copies of the Bond Resolution are available for inspection at the offices of Dr. Jerry J. Baudin, Vice Chancellor for Finance and Administrative Services and Comptroller, 330 Thomas Boyd Hall, Baton Rouge, Louisiana 70803-2701.

Property and Facilities Committee

Consent Agenda Items:

- 1) Recommendation to approve naming a classroom in the Louisiana State University Paul M. Hebert Law Center the "Thelma Bougere and John Busenlener Classroom.
- 2) Recommendation to approve naming the Louisiana State University Paul M. Hebert Law Center Courtroom the "David W. Robinson Courtroom"
- 3) Recommendation to consent to and approve the assignment of interest of Thomas M. Killgore, Inc. as lessee of 87.69 acres in the oil, gas and mineral leases in Sections 23, 24, & 25, T16S-R15E in Terrebonne Parish, Louisiana, to Palace Exploration Company, RZ, Inc., Liberty Energy Corporation, and Paloma Resources, LLC
- 4) Recommendation to consent to and approve the assignment of a partial pipeline easement in Vermillion Parish, Louisiana, conveying an undivided fifty-percent (50%) interest in a pipeline right-of-way agreement dated March 20, 1998 by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Bridgeline Gas Distribution, LLC from Texaco Pipelines, LLC to Sorrento Pipeline Company, LLC.

Property and Facilities Committee

Consent Agenda Item: Recommendation to approve naming a classroom in the Louisiana State University Paul M. Hebert Law Center the "Thelma Bougere and John Busenlener Classroom."

Executive Summary

Thelma Bougere was an elderly widow from New Orleans who died in 1999 with no family or heirs. Ms. Bougere directed John Busenlener to serve as executor of her succession and to direct the proceeds of her estate to worthy charities.

John Busenlener is a 1975 graduate of the LSU Paul M. Hebert Law Center. He is a practicing CPA and attorney in Metairie, Louisiana, and a partner in the firm of *Busenlener and Johnson CPA*. Mr. Busenlener is an active member of the LSU Law Center Board of Trustees.

Over the last five years, John Busenlener has directed significant contributions to the LSU Foundation and the LSU Paul M. Hebert Law Center from the succession of Thelma Bougere. These contributions have been instrumental in establishing the Law Center's Alumni Relations office and have funded other needed improvements at the Law Center. John Busenlener has also worked tirelessly to develop creative "planned giving" instruments that will provide resources for the long-term support of the Law Center and the LSU Foundation. In addition, Mr. Busenlener has left a significant irrevocable planned gift for the benefit of the Law Center.

Recommendation

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a classroom in the LSU Paul M. Hebert Law Center the 'Thelma Bougere and John Busenlener Classroom'."

Property and Facilities Committee

Consent Agenda Item: Recommendation to approve naming the Louisiana State University Paul M. Hebert Law Center Courtroom the "David W. Robinson Courtroom"

Executive Summary

David W. Robinson, a 1951 graduate of LSU and a 1954 graduate of the LSU Paul M. Hebert Law Center, was widely admired and respected for his many contributions to the community, to Louisiana, and to the legal profession. Friends and colleagues joined together to fund the "David Weston Robinson Endowed Professorship of Law" at the LSU Paul M. Hebert Law Center in 2001. Mr. Robinson died on August 17, 2004.

David Robinson is noted for his primary field of practice which was largely devoted to complex litigation. This included the drafting and support of legislation to facilitate the successful management of class actions, participation as law counsel on committees appointed by the courts to represent classes in complex litigation, and the conduct of seminars and lectures pertaining to litigation in this field. He also served as an adjunct professor at the LSU Law Center.

Since his death, many graduates of the LSU Law Center and other friends and colleagues have joined together to provide substantial resources to the LSU Law Center to establish a lasting and fitting memorial honoring David W. Robinson.

Recommendation

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of the LSU Paul M. Hebert Law Center Courtroom the 'David W. Robinson Courtroom'."

Property and Facilities Committee

Consent Agenda Item : Recommendation to consent to and approve the assignment of interest of Thomas M. Killgore, Inc. as lessee of 87.69 acres in the oil, gas and mineral leases in Sections 23, 24, & 25, T16S-R15E in Terrebonne Parish, Louisiana, to Palace Exploration Company, RZ, Inc., Liberty Energy Corporation, and Paloma Resources, LLC

Executive Summary

On June 2, 2004, LSU entered into an oil, gas and mineral lease with Thomas M. Killgore, Inc. affecting an undivided 1.00% interest in property which the University owns in Terrebonne Parish, Louisiana, this undivided interest having been donated to LSU a number of years ago. The leases require the University's consent to the assignment. Thomas M. Killgore, Inc. now requests that LSU consent to an assignment of Thomas M. Killgore, Inc. to Palace Exploration Company, RZ, Inc., Liberty Energy Corporation, and Paloma Resources, LLC. Thomas M. Killgore, Inc. and the assignees have each executed the Conditions of Assignment required by LSU, and it is therefore appropriate for LSU to consider consenting to the assignment of the leases.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that William L. Jenkins, President of the Louisiana State University 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 to consent to and approve the Assignment of Oil, Gas and Other Hydrocarbon Leases by Thomas M. Killgore, Inc. to Palace Exploration Company, RZ, Inc., Liberty Energy Corporation, and Paloma Resources, LLC of Thomas M. Killgore, Inc.'s interest in and to the following oil, gas and mineral leases:

Oil, Gas and Mineral Lease dated effective June 2, 2004, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor, and Thomas M. Killgore, Inc., as Lessee, which was recorded in COB 1888 Entry No. 1192715 of the official records of Terrebonne Parish, Louisiana.

BE IT FURTHER RESOLVED that said William L. Jenkins, President, or his designee, be and he is hereby authorized and empowered to sign and execute an Act of Consent for and on behalf of and in the name of the Board of Supervisors. The Act may contain any and all provisions and stipulations as the said William L. Jenkins, or his designee, may deem wise and in the best interest of the Board of Supervisors, but which Act shall provide that the assignors are not relieved of their obligations or liabilities under the above described leases and that any notice required or allowed by the Board of Supervisors to assignors of said leases shall be considered notice to said assignors when such notice has been properly made to Thomas M. Killgore, Inc., Palace Exploration Company, RZ, Inc., Liberty Energy Corporation, and/or Paloma Resources, LLC or their assignees.”

Property and Facilities Committee

Consent Agenda Item: Recommendation to consent to and approve the assignment of a partial pipeline easement in Vermillion Parish, Louisiana, conveying an undivided fifty-percent (50%) interest in a pipeline right-of-way agreement dated March 20, 1998 by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Bridgeline Gas Distribution, LLC from Texaco Pipelines, LLC to Sorrento Pipeline Company, LLC.

Executive Summary

On March 20, 1998, LSU entered into a Pipeline Right-of-Way Agreement with Bridgeline Gas Distribution, LLC in Vermillion Parish, Louisiana. This agreement was later assigned to Texaco Pipelines, LLC. Texaco Pipelines, LLC now wishes to assign an undivided 50% interest in the pipeline right-of-way to Sorrento Pipeline Company, LLC. The Pipeline Right-of-Way Agreement requires the University's consent to the assignment. Texaco Pipelines, LLC now requests that LSU consent to an assignment of fifty (50%) percent of its interest in the Pipeline Right-of-Way Agreement to Sorrento Pipeline Company, LLC. Texaco Pipelines, LLC and Sorrento Pipeline Company, LLC have each executed the Conditions of Assignment required by LSU, and it is therefore appropriate for LSU to consider consenting to the assignment of the Pipeline Right-of-Way Agreement.

Recommendation

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that William L. Jenkins, President of the Louisiana State University 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, to consent to and approve the Assignment of Partial Pipeline Easement by Texaco Pipelines, LLC to Sorrento Pipeline Company, LLC of an undivided fifty (50%) percent interest in and to the following Pipeline Right-of Way Agreement:

Right-Of-Way Agreement dated March 20, 1998, executed by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Bridgeline Gas Distribution, LLC, recorded under Entry No. 9807530 of the Conveyance Records of Vermillion Parish, Louisiana.

BE IT FURTHER RESOLVED that said William L. Jenkins, President, or his designee, be and he is hereby authorized and empowered to sign and execute an Act of Consent for and on behalf of and in the name of the Board of Supervisors, which said Act may contain any and all provisions and stipulations as the said William L. Jenkins, or his designee, may deem wise and in the best interest of the Board of Supervisors, but which Act shall provide that the assignors are not relieved of their obligations or liabilities under the above described right-of-way agreement and that any notice required or allowed by the Board of Supervisors to assignors of said right-of-way shall be considered notice to said assignors when such notice has been properly made to Texaco Pipelines, LLC and/or Sorrento Pipeline Company, LLC, or their assignee.”