LSU BOARD OF SUPERVISORS MEETING
Lions Building First Floor Lecture Hall, LSU Health Sciences Center New Orleans
2020 Gravier Street, New Orleans, LA 70112
December 8, 2023 | 10:00 a.m. CT

I. Board Professional Development (9:00 a.m. on 6th Floor Lecture Room)
   A. Board Self-Evaluation
   B. LSU Office of Emergency Preparedness Presentation

II. Call to Order and Roll Call

III. Invocation and Pledge of Allegiance

IV. Public Comment

V. Committee Meetings
   A. Research and Agricultural Extension
      1. Advances in Injury Care
   B. Academic Committee
      1. Request from LSU A&M to Establish a Bachelor of Music Therapy Degree
      2. Request from LSUS to Establish a Master of Science Degree in Clinical Rehabilitation Counseling
      3. Request from LSUS to Establish a Graduate Certificate in Rehabilitation Counseling
      4. Request from LSUS to Establish a Master of Science Degree in Applied Behavior Analysis
      5. Consent Agenda
         a. Request from LSU A&M for Initial Designation as a Center of Research Excellence for the Center for GeoInformatics (C4G)
         b. Request from LSU A&M for Continued Authorization for the Center for Computation and Technology
         c. Request from LSU Health Sciences Center – New Orleans to Establish the Austin and Colin Conn Endowed Professorship in Psychiatry
   C. Finance Committee
      1. Request from LSU Health Sciences Center Shreveport to Amend the Ochsner/LSU Health Shreveport Health System of North Louisiana (OLHS) Mission Support Payment Agreement and the OLHS Medical Education Building Pledge to Restructure Payment Terms While Maintaining Total Obligation
      2. Campus Fee Review
   D. Property & Facilities Committee
      1. Request from LSUHSC-NO to Amend the Prior Approvals of Requests to Approve the Purchase of Land Bounded by Tulane Ave., Claiborne Ave., Poydras Street, and Galvez Ave, First District, New Orleans
      2. Request from LSU A&M to Consent to a Sublease of the Phi Kappa Psi House

The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17
3. Request from LSU Shreveport to Approve a Lease Agreement with Caddo Parish School Board for Construction of an Entrance Road and Usage of a Baseball Facility

E. Inclusion, Civil Rights, & Title IX Committee
   1. Board of Regents Bi-Annual Report

F. Risk Management Committee (8:30 a.m. on 6th Floor Lecture Room)
   1. 2024 1st Quarter Audit Summary
   2. Update on Status of Corrective Action Plans

VI. Reconvene Board Meeting

VII. Approval of Meeting Minutes from the October 20, 2023 Board Meeting

VIII. Personnel Actions Requiring Board Approval

IX. Reports to the Board
   A. Affiliated Entities Reimbursement Report FY 24 Quarter 1
   B. FY 2023-24 1st Quarter LSU Investment Report
   C. Personnel Actions Informational Report Quarter 1

X. Presidential Evaluation

XI. Reports from Faculty Advisors and Staff Advisors

XII. President’s Report

XIII. Approval of Committee Recommendations

XIV. Chair’s Report

XV. Adjournment
BOARD
PROFESSIONAL DEVELOPMENT
INTRODUCTION

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University. The interpretation of when and how to exercise this authority is determined by the Supervisors acting collectively as a Board. Fifteen Supervisors are selected by the Governor and confirmed by the Louisiana Senate, and one seat is reserved for a student elected from among the various student bodies. The sixteen members of the LSU Board of Supervisors represent the various districts of the state and are professionally engaged in activities of commerce and labor in addition to their roles as Supervisors. While they individually may be far from any campus, they are close to the constituents for which the University is meant to serve.

The role of a Supervisor is a sacred trust that reflects the importance of the University in every Louisiana parish and to every Louisiana citizen. As part of that sacred trust, the Board of Supervisors engages in an annual self-evaluation as a means to assess each Supervisors’ continued commitment to understanding, analyzing their responsibilities as collective, calibrate expectations, and visualize future growth. The value of such an evaluation is reaffirmed by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) which requires such an evaluation of all postsecondary institutions in the region according to its Principles of Accreditation (Section 4, Subsection 2g). Through the self-evaluation process, the LSU Board of Supervisors is expressing its commitment to excellence through reflection.

This self-evaluation policy is intended to guide the desire, commitment, engagement, optimism and vigilance required of the Supervisors to promote the future successes of LSU, faculty, staff, students, alumni, and all of the people of the State of Louisiana.

DUTIES OF THE BOARD

The LSU Board of Supervisors has constitutional, statutory, regulatory, and expert authority to conduct the business of the University. The Louisiana Constitution leaves the authorities very broad by requiring the Board to “supervise and manage” the University.

PROCESS

The Board Self-Evaluation process is intended to gather information and guide self-reflection for the Board as mechanism for improvement.

Step 1: Distribution of any questionnaire or material for the purpose of gathering comments.

Step 2: Collect the information, ensuring confidentiality as much as possible.

Step 3: Analyze the information.

Step 4: Conduct a session to review the results and consider possible actions.

Step 5: Report on the process and provide a summary.
**Outcomes**

At the conclusion of the self-evaluation process, the Board should have greater understanding of a shared vision for the institution and expectations for the upcoming year. The Chairman should be provided a summary of the self-evaluation and have inserted a summary into the minutes of a subsequent Board meeting. The summary should include statements about the Board’s expectations and responsibilities.

**Responsibilities**

The responsibility to conduct the evaluation shall fall under the Executive Committee. The Board staff and other specifically identified individuals shall provide the services needed to support the self-evaluation.

**Self-Evaluation Questions**

1. What should the LSU Board of Supervisors know about the history and culture of the institution?
2. What should the LSU Board of Supervisors know about the academic operations?
3. What should the LSU Board of Supervisors know about the financial operations?
4. What should the LSU Board of Supervisors know about student activities?
5. What should the LSU Board of Supervisors know about the research enterprise?
6. What should the LSU Board of Supervisors know about the roles of healthcare, medical education, and hospitals play at LSU?
7. What should the LSU Board of Supervisors know about the roles that agriculture and rural development play at LSU?
8. Does the LSU Board of Supervisors operate in an ethical manner? Legal manner?
9. What areas can be improved?
10. Comments by the Supervisors:
LSU Office of Emergency Preparedness

Michael Antoine
AVP for Campus Safety, Preparedness, & Emergency Response
Mission Statement

The Louisiana State University Office of Emergency Preparedness (OEP) is the designated office for all hazards campus safety, mitigation, preparedness, response, and recovery efforts for natural, technological, and man-made disasters. It provides information to university leadership, students, faculty, and staff regarding best practices for an emergency.
Purpose

Emergency Planning: Developing and maintaining emergency response plans that outline specific actions to be taken in various scenarios.

Risk Assessment: Conducting a comprehensive assessment of potential hazards and risks that could affect the campus.

Training and Education: Providing training programs and educational resources to students, faculty, and staff to ensure they are aware of emergency procedures and know how to respond appropriately during a crisis.

Coordination and Communication: Facilitating coordination and communication among various campus departments and external agencies.
Purpose

Continuity of Operations: Develop plans to ensure the continuity of essential university operations during and after an emergency. This involves identifying critical functions and implementing strategies to minimize disruptions to academic and administrative functions.

Drills and Exercises: Conduct regular drills and exercises to test the effectiveness of emergency plans and procedures. This helps identify areas for improvement and ensures that individuals are familiar with their roles and responsibilities in various emergency scenarios.

Monitoring and Evaluation: Continuously monitor the campus environment for potential threats, evaluating the effectiveness of emergency preparedness measures, and adjusting plans and procedures as needed.
Benefits we provide to campus

Emergency Operations Center:
Establish command & control and unified command for all major emergencies, disaster events, and special events.

Maintain 24/7 Operational Preparedness of the University’s Emergency Operations Center in the Event of a Large-Scale Emergency.

Direct the mobilization and activation of Emergency Shelters and Public Health Emergency Sites Utilizing LSU Facilities.

Coordinate with local, state, and federal entities.

Notifications:
Managing the LSU Emergency Alert System, RAVE, and other Campus Emergency Notification Methods.

Coordinate with our Communications team to streamline comms across the campus both internally and externally.

Policies:
Current Plans

1. Emergency Operations Plan
2. Continuity of Operations Plan (COOP)
3. Active Shooter Emergency Response Plan
4. Emergency Medical Response Plan
5. 911 Cellular Panic Alarm Plan
Future Plans

1. Campus Reunification Plan
2. Campus Evacuation Plan
3. LSU Tiger Stadium Evacuation Plan
4. Load shed Plan
5. 120 Hour Sustainment Capability
Future Initiatives: Mutual Aid Support for LSU University System

Coordinate Preparedness Efforts Across the LSU System
- Plan Development & Implementation
- Information Sharing
- Training & Exercises
- System Representation with State Planning Efforts

Coordinate Response Efforts Across the LSU System
- Incident Management
- Coordination of System Assets
- Subject Matter Expertise
- Coordination with State Agencies
- Build Capability for Extended Activations
Questions?

Michael Antoine
A.V.P for Campus Safety, Preparedness, & Emergency Response
RESEARCH & AGRICULTURAL EXTENSION COMMITTEE
Advances in Injury Care

Jeffrey Carter, MD, FACS, FABA
Professor of Surgery, Louisiana State University Health Sciences Center
Medical Director, University Medical Center Burn Center New Orleans
Director, University Medical Center Trauma/Burn Services
Medical Director, LCMC Supply Chain
# United States Leading Causes of Death 2019-2021

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Cause</th>
<th>Number</th>
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<tbody>
<tr>
<td>&lt;1</td>
<td>Congenital Anomalies</td>
<td>16,780</td>
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<tr>
<td></td>
<td>Heart Disease</td>
<td>2,168,074</td>
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<tr>
<td>1-4</td>
<td>Congenital Anomalies</td>
<td>1,594</td>
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<td>5-9</td>
<td>Malignant Neoplasms</td>
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<tr>
<td>10-14</td>
<td>Suicide</td>
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<tr>
<td>15-24</td>
<td>Suicide</td>
<td>24,755</td>
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<tr>
<td>25-34</td>
<td>Suicide</td>
<td>33,395</td>
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<td>35-44</td>
<td>Malignant Neoplasms</td>
<td>43,259</td>
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<td>45-54</td>
<td>Heart Disease</td>
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<tr>
<td>55-64</td>
<td>Heart Disease</td>
<td>339,772</td>
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<tr>
<td>65+</td>
<td>Heart Disease</td>
<td>1,753,695</td>
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<tr>
<td></td>
<td>Sids</td>
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<tr>
<td></td>
<td>Malignant Neoplasms</td>
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<tr>
<td></td>
<td>Homicide</td>
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<td></td>
<td>Homicide</td>
<td>25,771</td>
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<td>Unintentional Injury</td>
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<td>Covid-19</td>
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<td>Covid-19</td>
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<td>Malignant Neoplasms</td>
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<td></td>
<td>Maternal Pregnancy Comp.</td>
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<td>Malignant Neoplasms</td>
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<td>Congenital Anomalies</td>
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<td>Malignant Neoplasms</td>
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<td>Heart Disease</td>
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<td>Covid-19</td>
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<td>Chronic Low Respiratory Disease</td>
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<td>Chronic Low Respiratory Disease</td>
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Basics of Burns

• Time-Sensitive: delays = death
• Leader of years of life lost/disabled
• Comprehensive Care: scars on the outside & inside
• Specialized Care:
  • 78 Verified Burn Centers in U.S./Canada (1.3% of hospitals)
  • 250 burn surgeons in U.S./Canada (0.3% of surgeons)
  • 4,000 burn nurses in U.S./Canada (0.1% of nurses)

American College of Surgeons https://www.facs.org/about-acrs/
Diagnostics

• 30% of patients misdiagnosed
• Point-of-care multispectral imaging device with AI
• Reduce unnecessary surgeries, transfers, & costs
• LSUHSC lead investigators >$150M funded by BARDA
Therapeutics

• Leader in spray skin
• *Reduces scarring, costs, & healing time*
• Re-pigmentation

VERIFIED
American Burn Association
BURN CENTER
LSU Health NEW ORLEANS
Injury  Surgery  6 days  2 months  3 months
Education

- **DoD $9.6M** over 6 years
- Asynchronous learning platform with biomimetic models for technical skills
- Contextually relevant, permissive failure, & AI-mediated feedback
- **Effectiveness & efficiency** of clinical decisions & learning methodologies

2022 Trauma Center, Lviv, Ukraine
Access/Equity

- Healthcare disparities are exacerbated with time-sensitive illness/injury

Length of Stay for ALL Burn Injured Patients in Louisiana Before & After Routing by

<table>
<thead>
<tr>
<th>Year</th>
<th>Mean LOS</th>
<th>Median LOS</th>
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</thead>
<tbody>
<tr>
<td>2017</td>
<td>11.84</td>
<td>6.5</td>
</tr>
<tr>
<td>2018</td>
<td>8.82</td>
<td>5.5</td>
</tr>
</tbody>
</table>

Annual Louisiana Savings
$1,900/day x 1,372 = $2.6M (with no increased costs)
Access/Equity

• **National Injury Research Database**
  - ACS, ABA, AHA, CDC, AHRQ, & Claims
  - Distribution of trauma/burn centers
  - Access for vulnerable populations
  - Alignment illness/injury & funding

• **Resource Information Tracking & Communications Application (RITCA)**
  - LSUHSC, JHAPL, ABA, ACS, ACEP, BData, ASPR, BARDA, TRACIE, SNS, & SOC

Regional Mortality Louisiana’s Trauma & Burn Centers

- **7.89%**
- **4.65%**
- **3.61%**

Region 1- 207 pts

2017 2018 2019
Request from LSU A&M to Establish a Bachelor of Music Therapy Degree

Date: December 8, 2023

1. Bylaw Citation

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

   B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

The Bachelor of Music Therapy (BMT) degree at LSU A&M will prepare individuals to use music in therapeutic relationships to address clients’ physical, psychological, cognitive, emotional, and social needs with evidence-based music intervention. Music therapists work in various settings, including general and psychiatric hospitals, community mental health agencies, rehabilitation centers, daycare facilities, nursing homes, schools, and private practice. Music therapists provide services for adults and children with psychiatric disorders, cognitive and developmental disabilities, speech and hearing impairments, physical disabilities, and neurological impairments.

Students who are accepted through audition into the LSU School of Music and by a screening interview with Music Therapy faculty to the Music Therapy program will engage in a 4+ year undergraduate degree curriculum: 8 semesters on campus and an approximate 6–9-month post-coursework internship. The primary objective of the Bachelor of Music Therapy is to prepare undergraduate students to achieve professional competence in Music Therapy and prepare them to attain the United States’ national board certification, Music Therapist-Board Certified (MT-BC). The Bachelor of Music Therapy (BMT) program must be approved by and maintain compliance with the American Music Therapy Association (AMTA). Additionally, it must be approved by the National Association of Schools of Music (NASM), the School of Music’s accrediting organization.

Louisiana State University’s Bachelor of Music Therapy (BMT) program will be the only music therapy program at a public university in Louisiana (a small program currently exists at Loyola in New Orleans), and will help fill a void by providing accessible, comprehensive academic and research programming for student musicians who want to work as a board-certified music therapist and have the skill to conduct clinical research in healthcare, educational, and community settings in Louisiana and beyond. As a flagship institution, LSU is well-positioned to support the creation of new robust healthcare, educational, and social and public health community partnerships across the Baton Rouge area and the state for the Music Therapy program, setting the stage for an economic boost by expanding the job market for Music Therapists across the state of Louisiana.
Local partners include Our Lady of the Lake and Baton Rouge General Hospitals. Other partners will include the LSU Early Childhood Education Lab school and other public and private schools (infant – 12th grade) in the Baton Rouge area, hospice and palliative care facilities, facilities that serve adults with developmental disabilities, and other medical and rehab facilities. Local established internship sites will include Our Lady of the Lake, Baton Rouge General, the Children’s Hospital of New Orleans, Riverside Psychiatric Hospital, and music therapy private practice companies in the Baton Rouge and New Orleans areas. The American Music Therapy Association (AMTA) has approved National Roster Music Therapy Internship sites across the country to which students can apply.

Utilizing Lightcast market research for the seven-state service area, the job outlook for “Therapists, All Other” is healthy – 3,528 jobs are currently available in the region. This occupation is expected to grow 30% in the next ten years, higher than the national growth rate of 28.6%. Furthermore, there are currently 372 annual openings (a combination of projected growth and replacements) for the next ten years in this region. The service area only provides approximately 124 completers annually, leaving a sizeable demand for potential employees in these leadership positions in the region (124/372 = 33% of demand met). The annual average salary is $60,555.

If approved by the Board of Regents, LSU A&M will seek initial approval for the Bachelor of Music Therapy from the American Music Therapy Association (AMTA) and accreditation from the National Association of Schools of Music (NASM), the School of Music’s accrediting organization.

3. Review of the Business Plan

The Bachelor of Music Therapy degree will be housed in the School of Music within the College of Music and Dramatic Arts. The School of Music has reallocated funds from its organ and piano programs to financially support the chair faculty position and creation of this program. During the Chair’s residency so far, program development costs for faculty travel, research, equipment, and guest distinguished researchers was used with the Ava and Cordell Haymon Chair of Music Therapy Endowment.

Based on recent student interest and enrollment in the first Profession of Music Therapy course, the projected minimum enrollment for Fall 2024 is a minimum of 10 students, with 15 additional students the next year (2025-26) and an additional 25 (2026-27) in the third year. To deliver the full 4 + curriculum by year 3, the total staffing will need to be 3 full-time faculty (2 research and 1 clinical) and a .25-time clinical supervisor. The staffing rollout plan is to hire 1 additional faculty and a .25-time clinical faculty for the 2024-25 year and then an additional full-time clinical faculty in 2025-26.

Once the program has been completely rolled out (2026-27), faculty and staff will be needed to teach 15 music therapy courses and provide clinical supervision to approximately 18 sites per semester. These duties will be in addition to any research, program oversight, and other service responsibilities of the faculty.
4. Fiscal Impact

Once the program is launched in year 1 (2024-25), the current tenured faculty (chair) will continue to serve as the program director and teach music therapy courses ($99,000). The school will need to recruit an additional full-time FTE ($62,000) to cover 5 more music therapy classes and to provide clinical supervision with an additional .25 FTE. Faculty and staff salary costs will primarily come from tuition revenue.

To help support first-year start-up program costs of equipment, travel, and yearly accreditation maintenance funds from the Ava and Cordell Haymon Endowment will be used. As students continue to matriculate through the full program, in Year 2 (2025-26) it is anticipated that an additional full-time FTE ($62,000) faculty member will be needed. With expected student growth totaling 25 by year 2, we expect that tuition revenue will cover those costs and that the program will begin to show a profit. With anticipated continued student growth, we expect that the program will continue to show profit beginning year 2 and beyond. (See budget revenue expectations attached.)

While the Haymon Music Therapy Endowment is functioning to help with beginning recruitment and other program costs for the first year, it is expected that the program will be sustainable through tuition and potential matched state funding as the student enrollment grows. LSU A&M anticipates the program enrollment to eventually increase to and level out to an average of 60-70 total students each year.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

N/A
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Bachelor of Music Therapy.
Request from LSUS to Establish a Master of Science Degree in Clinical Rehabilitation Counseling

Date: December 8, 2023

1. Bylaw Citation

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

B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSUS requests the establishment of a Master of Science Degree in Clinical Rehabilitation Counseling. The Master of Science Degree in Clinical Rehabilitation Counseling will be offered by the Department of Psychology in the College of Education and Human Development. Given the critical need for rehabilitation counselors as the rate of disability increases in the nation and particularly in the South, it is critical to train competent, qualified rehabilitation counseling professionals who can effectively work with individuals with disabilities.

The Clinical Rehabilitation Counseling Program is a 60-credit hour program designed for the individual who seeks a professional counseling career in rehabilitation settings. The mission is to educate and train students at the master’s level to meet qualified personnel needs of the profession of rehabilitation. The program is designed to prepare culturally competent counselors who specialize in working with individuals with physical, developmental, cognitive, psychological, and neurological disabilities. Students will be equipped with knowledge, skills, and experiences to empower people with disabilities through the counseling process.

The Clinical Rehabilitation Counseling Program will have the following objectives:

- To increase the student’s knowledge of the role and function of rehabilitation counselors
- To enhance the student’s knowledge of the needs and associated resources to meet the evolving needs of individuals with disabilities
- To prepare students to obtain professional licensure and certification in the profession of rehabilitation counseling
- To prepare students to address professional issues in rehabilitation counseling through professional associations, publications, and professional development
- To prepare students to work in a variety of public and private settings in the rehabilitation counseling profession

The Master of Science Degree in Clinical Rehabilitation Counseling aligns with the mission of LSUS in educating a diverse population of graduate students by promoting critical thought and student development through creative techniques and active learning, engaging in regional
thought leadership through community collaboration and service; and fostering opportunities to enhance the application of knowledge through faculty and student research and creative endeavors. The proposed program will admit diverse students by engaging in varied recruitment strategies. Students in the program will be challenged to utilize critical thinking skills while problem-solving with hypothetical and actual clients. Students will engage in experiential learning experiences and gain hands-on experiences with clients during practicum and internship. The faculty of the proposed program are collaborating with providers of rehabilitation services for student experiential learning experiences and to provide clients of these agencies with services in the LSUS Community Counseling and Psychology Clinic to meet community needs. Faculty and students of the proposed program will work on research projects together with a focus on social and societal problems as it relates to individuals with disabilities. The faculty will mentor students in the research process and supervise student-led research projects which will be prepared for professional presentations and publications. Faculty and student research will facilitate needed workshops on rehabilitation counseling related topics for site supervisors and rehabilitation counseling professionals in the community. The need for more qualified counselors with specialized knowledge of disability has become paramount. According to the Disability Census, there are 49.7 million people with disabilities representing at least 19.3% of the total population. The Disability Census noted that almost two out of every five individuals with disabilities resides in the South, while about one in five resides in other regions of the United States. According to the Centers for Disease Control and Prevention, 1,222,487 adults in Louisiana have a disability. This is equal to 33% or one in three adults in Louisiana. The Louisiana Licensed Professional Vocational Rehabilitation Counselor Board of Examiners Website indicates that there are only 193 Licensed Rehabilitation Counselors in the state. Furthermore, only five Licensed Rehabilitation Counselors represent Shreveport/Bossier; therefore, this region of the state is grossly underrepresented with licensed rehabilitation counseling professionals to serve clients with disabilities.

The job outlook is excellent for rehabilitation counselors, both nationally and within Louisiana. According to the U.S. Bureau of Labor Statistics, demand for rehabilitation counselors is expected to lead to 11% job growth through 2031, faster than the national average for all occupations. In Louisiana, the job growth through 2031 for rehabilitation counselors is projected at 12%. Job growth will be supported by the aging population in the United States, as the elderly are more likely to become injured or disabled; military veterans are returning from duty and reintegrating into civilian life, and people have a variety of disabling conditions. The critical staffing shortages in rehabilitation agencies also drive job demand.

The proposed Master of Science in Clinical Rehabilitation Counseling Program will focus services to the local (Shreveport-Bossier), regional (Northern Louisiana), and state areas. Since no rehabilitation counseling degree programs exist in Northern Louisiana, this degree will fill an evident gap for rehabilitation counseling-specific education. This proposed degree will assist in preparing rehabilitation counselors to provide services to individuals with disabilities who are underserved in the Northern Region and other parts of the state. Only two universities in Louisiana have rehabilitation counseling degree programs; both are in Southern Louisiana. Given the high rates of disability in the United States and the national shortage of rehabilitation counselors, this proposed degree program will also serve a national demographic. According to Zippia’s Data Science Team, there are 77,220 active rehabilitation counselor job openings in the United States, and approximately 9,800 new jobs are projected to be created over the next decade.
3. Review of Business Plan

The Master of Science Degree in Clinical Rehabilitation Counseling will be housed in the Department of Psychology within the College of Education & Human Development. No additional faculty are needed for program leadership. The Program Director of the Counseling Program, who has a terminal degree in Rehabilitation Counseling, will oversee the proposed Clinical Rehabilitation Counseling Program. One additional faculty member with a Ph.D. and expertise in Rehabilitation Counseling is needed but will be added in subsequent years.

4. Fiscal Impact

Projected enrollment starts at 10 students in Year 1, increasing to 25 in Year 2. There will be no new faculty hires. All courses will be taught by existing faculty in Psychology.

Based on projected enrollment, anticipated new revenue from student enrollment will start at $74K, increasing to $185K by Year 4. Revenue outpaces any expected costs with the program for the next four years.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Master of Science Degree in Clinical Rehabilitation Counseling.
Request from LSUS to Establish a Graduate Certificate in Clinical Rehabilitation Counseling

Date: December 8, 2023

1. Bylaw Citation

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

B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSUS requests the establishment of a graduate certificate in Clinical Rehabilitation Counseling. The Department of Psychology in the College of Education and Human Development will offer the Certificate in Clinical Rehabilitation Counseling. The Clinical Rehabilitation Counseling Certificate is for individuals seeking to add to their credentials by pursuing national certification and state licensure as rehabilitation counselors: Certified Rehabilitation Counselor (CRC) by the Commission on Rehabilitation Counselor Certification (CRCC) and Licensed Professional Vocational Rehabilitation Counselor (LPVRC) by the Louisiana Licensed Professional Vocational Rehabilitation Counselors (LLPVRC) Board of Examiners. Given the critical need for rehabilitation counselors as the rate of disability increases in the nation and particularly in Louisiana, it is critical to train competent, qualified rehabilitation counseling professionals who can effectively work with individuals with disabilities.

The Certificate Program in Clinical Rehabilitation Counseling is a 12-credit hour program designed for the individual who seeks a professional counseling career in rehabilitation settings. The mission is to educate and train students at the master’s level to meet qualified personnel needs of the profession of rehabilitation. The program is designed to prepare culturally competent counselors who specialize in working with individuals with physical, developmental, cognitive, psychological, and neurological disabilities. Students will be equipped with knowledge, skills, and experiences to empower people with disabilities through the counseling process.

The Certificate in Clinical Rehabilitation Counseling will have the following objectives:

• To increase the student’s knowledge of the role and function of rehabilitation counselors
• To enhance the student’s knowledge of the needs and associated resources to meet the evolving needs of individuals with disabilities
• To prepare students to obtain professional licensure and certification in the profession of rehabilitation counseling
• To prepare students to address professional issues in rehabilitation counseling through professional associations, publications, and professional development
• To prepare students to work in a variety of public and private settings in the rehabilitation counseling profession
The Certificate in Clinical Rehabilitation Counseling aligns with the mission of LSUS in educating a diverse population of graduate students by promoting critical thought and student development through creative techniques and active learning, engaging in regional thought leadership through community collaboration and service, and fostering opportunities to enhance the application of knowledge through faculty and student research and creative endeavors. The proposed program will admit diverse students by engaging in varied recruitment strategies. Students in the program will be challenged to utilize critical thinking skills while problem-solving with hypothetical and actual clients. Students will engage in experiential learning experiences. The faculty of the proposed program is collaborating with providers of rehabilitation services for student experiential learning experiences and to provide clients of these agencies with services in the LSUS Community Counseling and Psychology Clinic to meet community needs. Faculty and students of the proposed program will work on research projects with a focus on social and societal problems related to individuals with disabilities. The faculty will mentor students in the research process and supervise student-led research projects prepared for professional presentations and publications. Faculty and student research will facilitate needed workshops on rehabilitation counseling-related topics for site supervisors and rehabilitation counseling professionals in the community.

The need for more qualified counselors with specialized knowledge of disability has become paramount. According to the Disability Census, there are 49.7 million people with disabilities, representing at least 19.3% of the total population. The Disability Census noted that almost two out of every five individuals with disabilities reside in the South, while about one in five resides in other regions of the United States. According to the Centers for Disease Control and Prevention, 1,222,487 adults in Louisiana have a disability. This is equal to 33% or one in three adults in Louisiana. The Louisiana Licensed Professional Vocational Rehabilitation Counselor Board of Examiners Website indicates that there are only 193 Licensed Rehabilitation Counselors in the state. Furthermore, only five Licensed Rehabilitation Counselors represent Shreveport/Bossier; therefore, this region of the state is grossly underrepresented with licensed rehabilitation counseling professionals to serve clients with disabilities.

The job outlook is excellent for rehabilitation counselors, both nationally and within Louisiana. According to the U.S. Bureau of Labor Statistics, demand for rehabilitation counselors is expected to lead to 11% job growth through 2031, faster than the national average for all occupations. In Louisiana, the job growth through 2031 for rehabilitation counselors is projected at 12%. Job growth will be supported by the aging population in the United States, as the elderly are more likely to become injured or disabled; military veterans are returning from duty and reintegrating into civilian life, and people have a variety of disabling conditions. The critical staffing shortages in rehabilitation agencies also drive job demand.

Currently, there are no universities in the state of Louisiana that offer a certificate program in clinical rehabilitation counseling. Therefore, a Certificate in Clinical Rehabilitation Counseling at Louisiana State University Shreveport would significantly contribute to closing the gap between supply and demand and meeting the needs of the community locally and statewide. In the regions surrounding Louisiana (Mississippi, Arkansas, and Texas), the University of North Texas in Denton is the only university that has a certificate program in rehabilitation counseling (which is offered online). As a result, it is probable that individuals in some of these states may decide to obtain the Certificate in Clinical Rehabilitation Counseling from LSUS.
3. Review of Business Plan

The Graduate Certificate in Clinical Rehabilitation Counseling will be housed in the Department of Psychology within the College of Education & Human Development. No additional faculty are needed for program leadership. The Program Director of the Counseling Program, who has a terminal degree in Rehabilitation Counseling, will oversee the proposed Clinical Rehabilitation Counseling Program. One additional faculty member with a Ph.D. and expertise in Rehabilitation Counseling is needed.

4. Fiscal Impact

Projected enrollment starts at 10 students in Year 1, increasing to 20 students in Year 2. The school will request an additional line beginning August 2024 for a program director. There will be no new faculty hires. All courses will be taught by existing faculty Psychology.

Based on projected enrollment, anticipated new revenue from student enrollment will start at $37K, increasing to $74K by Year 4. Revenue outpaces any expected costs with the program for the next four years.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Graduate Certificate in Clinical Rehabilitation Counseling.
Request from LSUS to Establish a Master of Science Degree in Applied Behavior Analysis

Date:   December 8, 2023

1. Bylaw Citation

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

   B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSUS requests the establishment of a Master of Science Degree in Applied Behavioral Analysis (ABA). The Master of Science Degree in ABA will be offered by the Department of Psychology in the College of Education and Human Development. Rates of autism spectrum disorder, attention deficit disorder, and related disabilities have increased nationally, which entails a greater need for qualified professionals to serve them. According to the Centers for Disease Control and Prevention, rates of diagnoses for autism spectrum disorder have increased to approximately 1 in 54, and about 17% of children were diagnosed with a developmental disability. Recognized as an evidence-based best practice treatment for these populations by the U.S. Surgeon General, the discipline of Applied Behavior Analysis has shown significant growth over the last seven years, but the number of certified behavior analysts continues to represent a critical shortage in terms of meeting the needs of the many seeking treatment.

Students in the Master of Science in Applied Behavior Analysis (MSABA) will develop the conceptual foundations and applied skills to practice as a behavior analyst in the community and will complete additional coursework to develop further specialization, advanced skills in behavioral science, and leadership. The degree contains all of the required courses for eligibility to test to become a Board-Certified Behavior Analyst (BCBA) and a Licensed Behavior Analyst (LBA) in Louisiana, presenting excellent career prospects upon graduation. The demand for behavior analysts is growing exponentially.

To become a BCBA and LBA, individuals must possess a master’s degree, complete a sequence of 7 core courses with 315 specific course content hours, and complete 2000 hours of supervised fieldwork. The proposed program will contain the 7 core courses in the students’ first year so that this course sequence will be open to individuals already holding a master’s degree in a related field as well as those working toward a master’s degree in a related field such as school psychology or education. To meet the requirements for the Master’s Degree in Applied Behavior Analysis, students will then complete additional coursework toward further mastery of clinical and scientific skills, leadership skills, advanced applications of behavioral science in additional clinical settings, and internship (toward the supervision requirements). Students targeting an academic career, entry into a Ph.D. program, or a science-based career will conclude the program with the completion of a formal thesis project. Students pursuing a clinical career will instead
complete a project in behavior analysis, in which they will demonstrate a sustained positive treatment effect in a clinical case using an experimental design.

The MSABA aligns with the following academic plans of the college: to continue to expand programs across campus and in the community, to promote growth in face-to-face-degree programs and certificate opportunities, and to promote course schedules convenient to student needs. The current graduate ABA course sequence at LSUS allows for individuals who earn a master’s degree in another field to learn ABA and earn a side certification; the MSABA will expand upon our current course sequence to train individuals to become applied behavior analysts as a primary focus, while the course sequence will continue to be offered to other graduate students. The program will be conducted in face-to-face format utilizing a cohort model to promote community and shared growth, and classes will be scheduled in evenings and Tuesdays-Thursdays during the daytime to allow for three full weekdays of practicum, internship, work, and family. Program completion leads to eligibility to sit for the national certification exam to become a Board Certified Behavior Analyst and to fulfill the requirements to earn licensure as a behavior analyst in Louisiana.

Data collected by the Behavior Analysis Certification Board found that Louisiana ranked 28th overall among states in the number of certified behavior analysts with only 363 Board Certified Behavior Analysts (graduate level). Currently, there are 0 master’s degree programs in behavior analysis in the state, and only three other graduate training opportunities (i.e., concentrations or graduate course sequences) in Louisiana for applied behavior analysis (McNeese State University, Lake Charles, LA; Louisiana State University, Baton Rouge, LA; Nicholls State University, Thibodaux, LA). All of these are located in southern Louisiana. Thus, with the one-and-only Master’s of Science in Applied Behavior Analysis, Louisiana State University Shreveport would be in a position to significantly contribute to closing the gap between supply and demand and meeting the needs of Louisiana communities, particularly those in the state’s northern region.

Community partners have indicated a high need for behavior analysts to fulfill and expand their service offerings. Companies have noted incredibly long waitlists of clients trying to get into services and the biggest barrier to providing services to children on those waitlists is the shortage of supervisory, master’s-level staff. A total of 121 students in the Psychology program at LSUS have enrolled in the six undergraduate behavior-analytic courses offered over the last year, and 49 have signed up for the ABA Concentration within the Psychology major (out of 193 total students). Faculty have recruited 16 undergraduate research assistants in less than one year. Faculty have provided training in applied behavior analysis to a local community hospital and have been recruited to provide similar training to Desoto Parish School District.

3. Review of Business Plan

The Master of Science Degree in Applied Behavioral Analysis will be housed in the Department of Psychology within the College of Education & Human Development. No additional faculty are needed for program leadership. MSABA will utilize existing personnel and resources of the Psychology Department and program faculty will take on responsibilities such as advising and academic coaching themselves on an as-needed basis. The MSABA will require no additional faculty hires, and current assignments for the undergraduate Concentration in ABA courses and the newly proposed graduate program can be satisfied with existing resources.
4. Fiscal Impact

Projected enrollment starts at 10 students in Year 1, increasing to 20 in Year 2. There will be no new faculty hires. All courses will be taught by existing faculty in Psychology.

Based on projected enrollment, anticipated new revenue from student enrollment will start at $100K, increasing to $185K by Year 4. Revenue outpaces any expected costs with the program for the next four years.

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Master of Science Degree in Applied Behavior Analysis.
Request from LSU A&M for Initial Designation as a Center of Research Excellence for the Center for GeoInformatics (C4G)

Date: December 8, 2023

1. Bylaw Citation

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

B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

The LSU Center for GeoInformatics (C4G) was reviewed and approved by the Board of Regents in 2023 for continued renewal. They consequently recommended that the C4G apply for status as a Statewide Center of Excellence. The Center was first granted approval by the Board of Regents in June 2001. Three additional authorizations of five years were approved in 2007, 2013, and 2018.

Therefore, LSU A&M seeks initial designation as a Center of Research Excellence for the Center of Research Excellence housed in the College of Engineering. The LSU Center for GeoInformatics (C4G) and Louisiana Spatial Reference Center (LSRC) is uniquely focused and specific in its mission and has a broad spectrum of benefits throughout Louisiana and beyond. It focuses on providing solutions to global issues that we in Louisiana and the region not only face but are uniquely positioned to solve. Louisiana State University’s pursuit of these challenges will have measurable social, economic, and environmental impacts. The director of the C4G center since 2012 is Dr. George Z. Voyiadjis, Boyd Professor and Chairman of the Department of Civil and Environmental Engineering (CEE) at Louisiana State University. He has been working on modeling of material behavior and subsidence in coastal Louisiana and the Mississippi river by using GPS measurements of subsidence in C4G for calibration.

C4G is a science and technology unit focused on high-precision 3-D and 4-D Earth positioning. It is a statewide infrastructure of instruments linked to the Global Positioning System (GPS) and other Global Navigational Satellite Systems (GNSS) that allow scientific and professional users to measure their exact position anywhere in Louisiana to the millimeter-scale. This infrastructure is the largest university-owned and operated positioning network in the world. This state-of-the-art system, termed GULFnet, has proven scientific, practical, and legal applications that are recognized by the United States and Louisiana as the official positioning reference system within the State (R.S. 50:173.1).
The principle scientific research pursued by C4G is concentrated on monitoring and modeling land subsidence across the Louisiana coast, as well as neighboring sites in Texas, Mississippi, Florida and offshore in the Gulf of Mexico. This research is broadening our understanding of the physics that explains subsidence in the Gulf Coast. By virtue of its unique geology, geography, and cultural heritage, Louisiana represents the “natural laboratory” for subsidence research in the world. C4G, thus, provides the technological, intellectual, and practical leadership for contemporary subsidence research in the State.

Because the network within C4G is utilized by thousands of surveyors, engineers, scientists, and farmers in Louisiana and across the gulf coast annually, the network has a direct and indirect economic impact in Louisiana. In a 2009 report prepared for the National Geodetic Survey titled, "Socio-Economic Benefits Study: Scoping the Value of CORS and GRAV-D," the study independently concluded that each Continuously Operating Reference Station (CORS) provides a yearly economic impact valued at $500K. Based on this study, C4G’s CORS network, which currently includes over 130 CORS, provides services valued in excess of $65M per year.

C4G has partnered with numerous federal entities, including the National Oceanic and Atmospheric Administration (NOAA), the U.S. Geological Survey (USGS), the National Geospatial Intelligence Agency, and the U.S. Army Corps of Engineers (USACE). One such example includes a collaboration with the NOAA Center for Operational Oceanographic Products and Services (CO-OPS) to monitor global sea-level rise in Louisiana. C4G’s activities include the installation of instruments on NOAA coastal sentinels and tide gauges. The units link tidal and land datums to a common reference frame, which provide a better account of the subsidence component. Obviously, the life term of this endeavor is long, and it is expected to keep LSU at the cutting edge of this global issue for decades. Furthermore, the Center has partnered with the NOAA Earth System Research Laboratory (ESRL) to provide real-time water vapor measurements used to advance weather prediction and meteorological products for the northern Gulf of Mexico. Water vapor suspended in the atmosphere appears as “noise” in the data. Thus, meteorologists at National Weather Service (NWS) have used GNSS data to measure the moisture content throughout Louisiana thousands of times per day. Real-time measurement of the moisture content of coastal air masses just before a hurricane makes landfall is critical for predictions of strength and storm track.

Continuous activities of C4G include supporting innumerable scientific and engineering endeavors across the state, including coastal restoration and protection as referenced above, but C4G also publishes extensively on topics including applications of GIS and remote sensing; gravimetric modeling; environmental hazards analysis; geospatial crowdsourcing; “big-data” analysis and management via cyber-infrastructure frameworks; geospatial data visualization and cartographic methods; and geo-design strategies. Published peer-reviewed papers by Center personnel have appeared in several top-rated journals including the Journal of Geophysical Research, Photogrammetric Engineering & Remote Sensing, GPSWorld, Cartography and Geographic Information Science, Geojournal, Journal of Petroleum Science and Engineering, Journal of Petroleum Science and Engineering, Geosynthetics International, and more. C4G’s work has been published in book form in the formal publication series of the National Oceanic
and Atmospheric Administration. Reports of the Center’s work have also been published in the Congressional Record of the United States of America, and hundreds of anonymous researchers worldwide use the Center’s data to support their work in fields including biology, geology, meteorology, engineering, physical geodesy, and disaster science.

Additionally, C4G partners with over 38 universities and K-12 schools in Louisiana and Texas, providing educational materials, giving lectures, and providing access to positioning technology. The educational institutions graciously host the Center’s GPS stations and support IT infrastructure. The students and faculty at our partner institutions use the Center’s resources for undergraduate and graduate degree programs in surveying and GIS. All degree and minor programs in surveying in the state include lessons about the services and data provided by the Center.

Support letters for this designation come from the California Institute of Technology’s Jet Propulsion Laboratory, the United States Department of Commerce’s National Oceanic and Atmospheric Administration, a former director of the NOAA’s National Geodetic Survey, Louisiana’s Department of Transportation and Development, and the State Geodetic Coordinator. These letter writers praised the Center for its work on improving flood protection, its highly qualified staff, impact on most civil and commercial construction projects statewide, and both its research contributions and practical contributions to GPS data.

3. Review of Business Plan

The Center is supported by seven full-time professional employees, one part-time instructor, and student workers. Furthermore, the Center has funded three undergraduate students over the previous three years. Multiple administrative and staff changes have occurred in recent years, including the untimely passing of Executive Director, Roy K. Dokka, in 2011 and Dr. Joshua D. Kent, in 2017. Following the death of Dr. Dokka, the Center was transferred from the Office of Research & Economic Development (ORED) to the Dean of the College of Engineering (COE). In 2012, the Center was moved, where it is currently located under the direction of the Department of Civil & Environmental Engineering (CEE). Since 2012, Dr. George Voyiadjis has served as the Director.

4. Fiscal Impact

C4G is not supported by state appropriations. Rather, it self-generates 100% of its funding for all activities and personnel. The Center was awarded approximately $6.57M in grants, contracts, and subscription fees over the last ten years. Subscription fees are collected for C4Gnet.XYZ RTN services, and monetary awards issued for research activities and contracts are the only sources of the Center’s funding. All salaries and operating expenses are funded by the C4G restricted account. Equipment and infrastructure replacements required for C4G are also sustained by the Center’s revenues.

Over the next five years, C4G has an approximate average annual revenue of $1.6 million. All costs associated with the center, including salaries and benefits, supplies, travel, and operating expenses, do not exceed expected revenue.
5. Description of Competitive Process
N/A

6. Review of Legal Documents
N/A

7. Parties of Interest
N/A

8. Related Transactions
N/A

9. Conflicts of Interest
N/A

10. Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the initial designation as a Center of Research Excellence for the Center of Geoinformatics.
Request from LSU A&M for Continued Authorization of the Center for Computation and Technology

Date: December 8, 2023

1. Bylaw Citation

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

B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSU A&M seeks continued authorization of the Center for Computation and Technology for five years. The Center was granted initial approval by the Board of Regents in 2003 and received subsequent five-year approvals in 2008, 2013 and 2018.

The Center for Computation & Technology at LSU is an innovative and interdisciplinary research environment, who mission is advancing computational and data sciences, technologies, and the disciplines they touch. Central to this mission is its interdisciplinary approach to research, education, and economic development. This mission continues to advance through the collective efforts of its faculty, research scientists, staff, and students to infuse data analysis and computation into the research and creative activities of numerous academic disciplines across the university. CCT’s interdisciplinary approach is especially reflected in high-end high-performance computing (HPC), data science (machine learning and data analytics) and communications utilized by LSU faculty, researchers, and students in different areas toward collaborative research.

CCT has made university-wide investments in LSU’s programs. The joint tenure-track faculty (currently numbering 41) come from 15 different departments housed in different 9 colleges at LSU. CCT is unique among centers because of its fundamentally interdisciplinary mission to and is the only center that has joint faculty appointments across LSU. In addition, CCT funds the LSU supercomputer (currently, SuperMike-3) with typically a five-year replacement cycle.

In response to the LSU President Tate’s Scholarship First Agenda (announced in March 2022) and its Pentagon Priorities, Agriculture, Biotech, Coast, Defense, and Energy, CCT is working closely with the VP of Research and ORED to identify strategic investments in faculty, researchers, and infrastructure to enhance LSU’s success in implementing the priorities and reaching the goals.

CCT is uniquely positioned to advance these priorities due to our unique strength in computational science, analytics, and computer systems areas. In addition to faculty in these
areas, CCT’s research staff have expertise in cyberinfrastructure, computational science and large-scale software development with teams drawn from multiple institutions across the globe.

We have recruited 4 new joint faculty (with the Division of Computer Science and Engineering or CSE) in the Cybersecurity area since March 2022. They join Golden Richard III, who has served as CCT’s Associate Director for Cybersecurity and was the only faculty member in Cybersecurity until last year. In addition, we have hired 2 new faculty members in the Coast priority (who will join in January 2024) bringing the number of coastal research faculty at CCT to 8. We are planning for more strategic hires to support the President’s Scholarship First Agenda.

In Louisiana, the CCT is unique among centers because of its fundamentally interdisciplinary mission to advance computational and data science. CCT is the only center that has joint faculty appointments across LSU. The center faculty and staff carry on vigorous interdisciplinary research spanning many departments and colleges at LSU and have active national and international collaborations. The center faculty and staff have garnered multiple large grants; the details are in the review document to be submitted to the Louisiana Board of Regents. The center faculty and staff support tens of graduate students and postdoctoral scholars using these grants.

In addition to faculty, the group of research scientists at CCT have unique strength in computational science, analytics, and computer systems areas. Our research scientists have expertise in cyberinfrastructure, computational science and large-scale software development with teams drawn from multiple institutions across the globe. Along with experience working in multidisciplinary teams, such skills are usually not found in traditional academic departments. In particular, several of our research scientists have a combination of traditional academic disciplinary training (more than half of them have Ph.D.’s) coupled with significant applied computer science and computational science experience.

While not an academic unit, the center funds and runs the Digital Media Arts & Engineering (DMAE) master’s program directed by Marc Aubanel from CCT. This program was recently ranked No. 25 nationally among schools offering an M.S. or M.A. in Game Design. The DMAE program is key to increasing digital media workforce in the state. In addition, the center’s employees are active on multiple outreach programs for LSU students, and middle- and high-school students and teachers.

CCT faculty are engaged with industry and contribute to economic development. A recent example is the following. CCT faculty, Brylinski and Mukhopadhyay (joined CCT in 2022) have developed the Deep Drug technology for AI-driven drug design. This technology has been licensed by Sky Mount Medical, a company that is working on repurposing and building new drugs for innovative new therapies using the LSU-developed technology. Clinical trials of developed drugs are currently being conducted in some countries.

3. Review of Business Plan

The CCT is housed under the Office of Research and Economic Development (ORED) and reports to the Vice President for Research and Economic Development. The center has a director (who is a full-time tenure-track or tenured faculty at LSU). CCT currently has 41 tenure-track faculty with joint appointments across the campus. The center is in active discussions with departments in order to recruit jointly appointed tenure-track faculty to support and advance the five research
priorities of President Tate’s Scholarship First Agenda. The center has multiple administrative, computing and research staff. A combination of state and grant funds are used for the staff and equipment.

4. Fiscal Impact

The Center’s FY 2023-24 core budget is $6,648,697.97 in state funds. Revenue for the next five years is based on the state funds along with research grant funds (both current and pending).

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the continued authorization of the Center for Computation and Technology.
Request from LSU Health Sciences Center - New Orleans to Establish the Austin and Colin Conn Endowed Professorship in Psychiatry

Date: December 8, 2023

1. Bylaw Citation

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

N. 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.

2. Summary of Matter

The LSU Health Sciences Foundation in New Orleans has received a $80,000 gift from the Ann Conn, MD honoring her two sons who died from bipolar disorder as a way to increase specific support of research, patient care and education, relating to bipolar disorder. With this gift, LSUHSC-New Orleans will create the Austin and Colin Endowed Professorship in Psychiatry. Board of Regents matching funds are being requested.

Encouraging evidence-based care with a focus on interdisciplinary academic collaboration and expertise by investing in talented faculty educators is a priority of the Department of Psychiatry in the School of Medicine at LSUHSC - New Orleans. This endowed professorship will facilitate the recruitment, research productivity, and professional development of the faulty member identified to pursue initiatives that promote the latest advances in research, patient care, and education for bipolar disorder. Competent and knowledgeable faculty members dedicated to the highest quality patient care enhance the reputation of LSUHSC - New Orleans. The endowment funds will improve the overall educational mission of the department and the community.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

The donor agreement and a memo of support from the interim chancellor is on file in the LSU Health Sciences NO Foundation and the Office of Academic Affairs.
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to Establish the Austin and Colin Conn Endowed Professorship in Psychiatry.
Request from LSU Health Sciences Center Shreveport to Amend the Ochsner/LSU Health Shreveport Health System of North Lousiana (OLHS) Mission Support Payment Agreement and the OLHS Medical Education Building Pledge to restructure payment terms while maintaining total obligation

Date: December 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or Chancellor and that reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

2. Summary of Matter

A cooperative endeavor agreement (CEA) exists between LSU Board of Supervisors and Ochsner Health System that establishes a joint venture called Ochsner/LSU Health Shreveport Health System of North Louisiana (OLHS). In financial support of LSUHSC Shreveport and its teaching and research missions, OLHS executed a Mission Support Funding Agreement, and separately, a Pledge and Gift Agreement toward the Center for Medical Education Building.

The Mission Support Funding Agreement’s purpose is to support the teaching and research missions of LSUHSC Shreveport. To achieve this purpose, OLHS agreed to send a total of $22M to the LSU Health Sciences Foundation in Shreveport (Foundation) over a five-year period starting in December 2020 ending in December 2024. OLHS is current on payment obligations, which total $12M, through December 2022.

The Pledge and Gift Agreement toward the Center for Medical Education Building is an $8,000,000 gift paid to the Foundation over a five-year period starting in calendar year 2022 through December 2024. OLHS is current on payment obligations, which total $4M, through December 2022.

The proposed amendment titled the Revised and Reinstated Mission Support Funding Agreement combines the funding obligations of the original Mission Support Funding Agreement and the Pledge and Gift Agreement into one document and maintains the total obligation of both agreements: $22M for Mission Support and $8M for the Pledge and Gift, a total of $30M. However, it replaces the five-year payment schedule with a ten-year payment schedule.

Note: three of the five-years have already been paid 2020-2022 a total of $16M

Please see below table that shows current schedule versus proposed schedule:
### Mission Support Payment and the Pledge and Gift for Building

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**NOTE: Amounts in bold have been paid**

Approval of this amendment will assist OLHS with cash flow while still maintaining the commitment and support to LSUHSC.

### 3. Review of Business Plan

N/A

### 4. Fiscal Impact

No fiscal impact.

### 5. Description of Competitive Process

N/A
6. Review of Legal Documents

General Counsel Reviewed the Documents.

7. Parties of Interest

LSUHSCS, LSU Health Sciences Foundation, OLHS

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

10. Attachments

1. Mission Support Funding Agreement Original Executed
2. Revised and Reinstated Mission Support Funding Agreement
3. Pledge and Gift Agreement for the Medical Education Building

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the Board) does hereby authorize the President, in consultation with General Counsel, to execute the Revised and Reinstated Mission Support Funding Agreement as presented to the Board on December 8, 2023, and to authorize the President to make any subsequent amendments to the Cooperative Endeavor Agreement that the President deems in the best interest of LSU.
Pledge and Gift Agreement
The Center for Medical Education

Pledge and Gift
The Ochsner LSU Health System of North Louisiana ("Donor") hereby pledges to make an irrevocable donation ("Gift") of $8,000,000 to the LSU Health Sciences Foundation in Shreveport ("Foundation") in support of the design and construction of the Center for Medical Education ("Building") to benefit the LSU Health Sciences Center in Shreveport ("LSUHSC-S"). Any funds remaining after completion of the Building may be used for maintenance, repair, and programmatic expenses of the Building. The Foundation acknowledges the Gift with profound gratitude and appreciation.

Pledge Terms
Donor agrees to the following pledge payment terms:

First Pledge Payment of $1,000,000 shall be due by April 26, 2021.
Second Pledge Payment of $1,000,000 shall be due by December 31, 2021.
Third Pledge Payment of $2,000,000 shall be due by December 31, 2022.
Forth pledge payment of $2,000,000 shall be due by December 31, 2023.
Final pledge payment of $2,000,000 shall be payable by December 31, 2024.

Publicity
In recognition of the Gift and to encourage similar giving by others, the Foundation and LSUHSC-S may publicize the Gift, including the Gift’s amount, through printed materials, website and social media posts, and other reports and publications. The Foundation in coordination with LSUHSC-S agrees to issue a mutually acceptable press release announcing this gift along with the previous gifts from Donor. Further, LSUHSC-S agrees to provide regular updates to Donor regarding the progress of the construction. Further acknowledgment of the gift will be mutually agreed upon by December 31, 2021.

Contingency Provision
In the event this Gift cannot be used or expended in accord with the terms of this Agreement, the Donor may designate another appropriate use for the Gift. If the Donor and/or their direct descendants have died or cannot be located after a reasonably diligent search, then the Foundation, after consulting with the Chancellor of LSUHSC-S and considering the Donor’s original intent as expressed in this Agreement, shall determine an appropriate alternative use for the Gift.
Dissolution Provision

In the event the Foundation is dissolved, trust authority for the Gift may be transferred to a successor foundation. If there is no successor foundation, trust authority for the Gift will be transferred to the LSU Board of Supervisors to be used, as nearly practicable, by LSUHSC-S in accordance with Donor’s original intent.

Donor’s Declaration

I have read and understand the terms of this Agreement and agree to all of its terms.

BY: [Signature]
Name: WARNER L. THOMAS
Title: PRESIDENT and CEO
Date: 4/29/21

ACCEPTED:

LSU Health Sciences Foundation in Shreveport

BY: ____________________________ Date
Kevin M. Flood
President and CEO

Acknowledged:

LSU Health Sciences Center in Shreveport

BY: ____________________________ Date
David F. Lewis, MD, MBA
Acting Chancellor
REVISED AND RESTATED
MISSION SUPPORT FUNDING AGREEMENT

THIS REVISED AND RESTATED MISSION SUPPORT FUNDING AGREEMENT (“Amended Agreement”) is made effective on the 1st day of __________, 2023 (the “Effective Date”), by and among Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“OLHS-NL”) the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), and the LSU Health Sciences Foundation in Shreveport (the “Foundation”). OLHS-NL, LSU, and the Foundation are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

Recitals:

WHEREAS, OLHS-NL, LSU, and the Foundation are parties to the Mission Support Funding Agreement executed in November 2020 (the “Mission Support Agreement”);

WHEREAS, OLHS-NL, LSU, and the Foundation are parties to the Pledge and Gift Agreement executed in April 2021 related to support for the construction of a Center for Medical Education (the “Pledge Agreement”);

WHEREAS, the Parties desire to replace and supplant both the Mission Support Agreement and the Pledge and Gift Agreement to modify the schedule but not the overall pledge of financial support for the medical education and research mission of OLHS-NLs; and

WHEREAS, the Parties desire to replace and supersede both the Mission Support Agreement and the Pledge and Gift Agreement with this Agreement and formally memorialize the agreed upon changes set forth below.

NOW, THEREFORE, in consideration of the foregoing and other mutual agreements and covenants, the Parties agree as follows:

1. Replacement of Mission Support Agreement and Pledge and Gift Agreement. As of the Effective Date, both the Mission Support Agreement and the Pledge and Gift Agreement shall be terminated with no continuing obligations of OLHS-NL thereunder.

2. Revised and Updated Schedule of Support to Foundation after the Effective Date. OLHS-NL shall make the following payments to support the availability of medical education and clinical services in the community:

   a. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2023.
   b. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2024.
   c. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2025.
   d. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2026.
   e. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2027.
   f. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2028.
g. Two Million Dollars ($2,000,000.00) shall be due and payable by December 31, 2029.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA

By: 
Name: Charles Daigle
Title: Chief Executive Officer

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

By: 
Name: William F. Tate IV
Title: President

LUS HEALTH SCIENCES FOUNDATION IN SHREVEPORT

By: 
Name: Kevin Flood
Title: President and CEO

239078
MISSION SUPPORT FUNDING AGREEMENT

THIS MISSION SUPPORT FUNDING AGREEMENT (the “Agreement”) is made and entered into effective the ____ day of _______________, 2020, by and among Ochsner LSU Health System of North Louisiana (“OLHS-NL”), a private Louisiana nonprofit corporation; the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”); and LSU Health Sciences Foundation in Shreveport (“Foundation”) (OLHS-NL, LSU, and Foundation may be referred to individually as a “Party” and collectively as the “Parties.”)

WITNESSETH:

WHEREAS, OLHS-NL, LSU, and the State of Louisiana, (the “State”), acting by and through the Louisiana Division of Administration, are parties to that Cooperative Endeavor Agreement dated October 1, 2018 (the “CEA”), pursuant to which the State and LSU have engaged OLHS-NL for the Public Purpose (as that term is defined in the CEA) of operating the hospitals previously operated by LSU in Shreveport and Monroe, Louisiana, in a manner consistent with the Governing Principles set forth in Article I of that Academic And Clinical Collaboration Agreement effective October 1, 2018 (the “ACCA”), by and among OLHS-NL, LSU, and Ochsner; and

WHEREAS, the governance and management of OLHS-NL is vested in a Board of Directors and as delegated by the Board of Directors to the Joint Management Committee, which are each composed of persons appointed in equal number by LSU and Ochsner, all as more fully set forth in the OLHS-NL Bylaws; and

WHEREAS, OLHS-NL and LSU desire to set forth certain terms and conditions upon which OLHS-NL can financially support the teaching and research missions of the Louisiana State University Health Sciences Center in Shreveport.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mission Support Payments. Subject to Section 4, OLHS-NL shall make the following payments to the Foundation to support the teaching and research missions of the LSU Health Sciences Center at Shreveport (“Mission Support Payments”):

a. Three Million Dollars ($3,000,000.00) for State Fiscal Year 2021, due and payable December 31, 2020.

b. Four Million Dollars ($4,000,000.00) for State Fiscal Year 2022, due and payable December 31, 2021.

c. Five Million Dollars ($5,000,000.00) for State Fiscal Year 2023, due and payable December 31, 2022.
d. Five Million Dollars ($5,000,000.00) for State Fiscal Year 2024, due and payable December 31, 2023.

e. Five Million Dollars ($5,000,000.00) for State Fiscal Year 2025, due and payable December 31, 2024.

2. **Future Mission Support Payments.** The Parties further agree that beginning no later than July 1, 2023, they will initiate good-faith negotiations to extend the duration of the Mission Support Payments beyond State Fiscal Year 2025.

3. **Dispute Resolution.** Any disputes arising from the negotiations shall be resolved using the processes outlined in Article IV (Dispute Resolution) of the CEA.

4. **Use of Mission Support Payments.** The Parties agree that the Mission Support Payments contributed by OLHS-NL to the Foundation under this Agreement will be used solely to fund academic and research activities in support of the teaching and research missions of the LSU Health Sciences Center at Shreveport and in compliance with Stark Law provisions related to academic medical centers contained at 42 CFR 411.355(e)(1)(iii) and any laws, rules, and regulations related or similar thereto. In furtherance of the foregoing, the Parties agree that (i) no fewer than five (5) days prior to the Foundation’s disbursement or other use of any of the Mission Support Payments, a designated representative of the Foundation shall provide advance notice of such planned use of funds to a designated representative of OLHS-NL. The initial OLHS-NL designated representative shall be Peter C. November; and (ii) the Foundation will provide a detailed report regarding actual and planned uses for the Mission Support Payments at each meeting of the Joint Management Committee of OLHS-NL; and (iii) within thirty (30) days of the end of each State Fiscal Year, the Foundation and LSU will provide OLHS-NL with a written report detailing use of the Mission Support Payments in the prior year, along with a signed certification confirming that all such payments were used exclusively to fund academic and research activities in support of the teaching and research missions of the LSU Health Sciences Center at Shreveport. The review provisions set forth in Section 4 do not limit or impact the obligation of OLHS-NL to make the Mission Support Payments as set forth in Section 1 herein.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA

By: [Signature]
Name: Charles V. Daigle
Title: CEO
Date: 11/27/2020

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

By: [Signature]
Name: Thomas C. Galligan, Jr.
Title: Interim President
Date: 11/23/2020

LSU HEALTH SCIENCES FOUNDATION IN SHREVEPORT

By: [Signature]
Name: Kevin Flood
Title: President and CEO
Date: 11/24/2020
CONSENT AGREEMENT TO EXERCISE PURCHASE OPTION

THIS CONSENT AGREEMENT TO EXERCISE PURCHASE OPTION (the “Agreement”) is made and entered into effective the ____ day of _______________, 2020, by and among Ochsner LSU Health System of North Louisiana (“OLHS-NL”), a private Louisiana nonprofit corporation; the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”); and Ochsner Clinic Foundation, d/b/a Ochsner Health (“Ochsner”). (OLHS-NL, LSU, and Ochsner may be referred to individually as a “Party” and collectively as the “Parties.”)

WITNESSETH:

WHEREAS, OLHS-NL, LSU, and the State of Louisiana, (the “State”), acting by and through the Louisiana Division of Administration, are parties to that Cooperative Endeavor Agreement dated October 1, 2018 (the “CEA”), pursuant to which the State and LSU have engaged OLHS-NL for the Public Purpose (as that term is defined in the CEA) of operating the hospitals previously operated by LSU in Shreveport and Monroe, Louisiana, in a manner consistent with the Governing Principles set forth in Article I of that Academic And Clinical Collaboration Agreement effective October 1, 2018 (the “ACCA”), by and among OLHS-NL, LSU, and Ochsner; and

WHEREAS, OLHS-NL, as lessee, leases certain property (the “Leased Premises”) from Margaret Place Properties, Inc., as lessor, pursuant to that Lease Agreement With Option To Purchase dated October 31, 2018 (the “Lease”); and

WHEREAS, the Lease contains a Purchase Option in favor of OLHS-NL to purchase the Leased Premises from Margaret Place Properties; and

WHEREAS, the governance and management of OLHS-NL is vested in a Board of Directors and as delegated by the Board of Directors to the Joint Management Committee, which are each composed of persons appointed in equal number by LSU and Ochsner, all as more fully set forth in the OLHS-NL Bylaws; and

WHEREAS, OLHS-NL, LSU, and Ochsner now desire to set forth certain terms and conditions upon which OLHS-NL shall be entitled to exercise the Purchase Option and acquire the Leased Premises.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Right to Exercise Purchase Option.** Subject to Section 2, the Parties acknowledge and agree that OLHS-NL shall be authorized to exercise the Purchase Option.

2. **Return of the Leased Premises to LSU.** In the event OLHS-NL is liquidated or dissolved for any reason, or its corporate existence is otherwise terminated for any reason, then the entirety of OLHS-NL’s right, title, and interest in the Leased Premises (including but not
limited to all buildings, structures, improvements, furnishings, fixtures, and equipment thereon and therein) shall be distributed exclusively to LSU without any cost, expense, charge, payment, or other consideration owed by or chargeable to LSU in exchange therefore. Notwithstanding the foregoing, this Section 2 shall not apply to any routine corporate reorganization, merger, or consolidation approved by the Board of Directors of OLHS-NL or other transaction that does not result in the termination and wind down of the Collaboration (as such term is defined in the CEA) pursuant to Article 10 and Article 11 of the CEA.

3. **Dispute Resolution.** Any disputes arising from this Agreement shall be resolved using the Dispute Process set forth in Article 9 (Dispute Resolution) of the CEA.

[Signature Page Follows]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA

By: Charles D. Daigle
Name: Charles D. Daigle
Title: CEO
Date: 11/27/2020

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

By: Thomas C. Galligan, Jr.
Name: Thomas C. Galligan, Jr.
Title: Interim President
Date: 11/23/2020

OCHSNER CLINIC FOUNDATION d/b/a OCHSNER HEALTH

By: Peter C. November
Name: Peter C. November
Title: EVP
Date: 11/27/2020
The **Louisiana Legislative Auditor** conducted a performance audit on the **Impact of Fee Increases on the Affordability of Public Higher Education in Louisiana** in March of 2021. The audit was performed to gather information on each higher education institution’s fees and the impact of **fee increases** on the **affordability** of attending a public college or university.
LLA Audit Findings

• Decreased state support per student and subsequent fee increases have made it more costly to earn a public higher education degree or other credential in Louisiana.

• None of the state’s higher education system management boards has a formal review process to determine if specific fees are still warranted and whether schools are using them as intended.
LSU System’s Audit Response

**Finding:** The state’s higher education system management boards should consider instituting a process, similar to a sunset review, to determine if fees are still warranted and whether schools are using them as intended.

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<th>Recommendation</th>
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<tr>
<td>1. The management boards for each of the state’s higher education systems should periodically review all fees to determine if they are still needed, or if any fee should be eliminated or reassigned for a different purpose.</td>
<td>Implemented: The LSU Board of Supervisors will conduct a triennial review of all fees. The initial review is scheduled for the December 2023 Board meeting.</td>
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<tr>
<td>2. The management boards should require that their institutions publish an itemized list of fees on their websites, including a description of each fee.</td>
<td>Implemented: All LSU System Campuses have published an itemized list of fees on their websites.</td>
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</table>
From July 1, 2010, through June 30, 2020, Louisiana Granting Resources and Autonomy for Diplomas Act (GRAD Act) allowed institutions limited autonomy to raise mandatory fees by no more than 10% annually.
Types of Student Fees

**Board Assessed Fees** – authorized in state law and mandatory

**University/Institution Assessed Fees** – proposed by highest ranking official at each institution

**Student Assessed Fees** – proposed by the Student Government Association and may be subject to a vote of the student body
Certain fees are broad in scope and needed indefinitely:

- Academic Excellence Fee - to enhance academic excellence
  - Hiring faculty to teach additional courses to reduce class sizes
  - Support for academics such as library periodicals

- Student Excellence Fee – to enhance the student experience both in and out of the classroom

- Technology Fee - acquisition, installation, maintenance, and use of technology

- Operational Fee – covers unfunded state mandates

- Building Use Fee – to construct, acquire, repair, maintain, operate, or improve facilities
Other Fees address specific needs that may be temporary:

- Management boards may determine the fees are no longer needed and can be eliminated (e.g. fee designated for renovation of a facility may be eliminated after debt from renovation has been repaid)

- Some fees may no longer meet their original description and should be renamed (e.g. Women’s Mass Transit Fee may be changed to Mass Transit Fee to be inclusive of all students)
Findings and recommendations:

• All campuses reviewed all classifications of fees and found all fees to be warranted and used as intended.

• Will provide an update on recommendations related to fee name changes (Women’s Mass Transit Fee) in 2024.
Questions?
Request from LSUHSC-NO to Amend the Prior Approvals of Requests to Approve the Purchase of Land Bounded by Tulane Ave., Claiborne Ave., Poydras Street, and Galvez Ave, First District, New Orleans

Date: December 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

D. Transfer of Title to Immovable Property

2. Summary of Matter

During the following meetings, the Board of Supervisors authorized the acquisition of non-state owned land bounded by Tulane Ave., Claiborne Ave., Poydras Street, and Galvez Ave, First District New Orleans to increase the property holdings of the Board in the LSUHSC-NO’s downtown campus area:

- December 8, 2017, meeting: Square 519
- October 4, 2018, meeting: Squares 499 and 518
- October 25, 2019 meeting: Squares 431, 441 and 463
- October 20, 2023 meeting: Square 440

Certain parcels were available for immediate purchase at that time, and since then several other properties have been acquired as they came on the market.

The resolutions adopted at the time, authorized, by name, the individual who was then serving as President of LSU to execute agreements on behalf of the Board. In keeping with current Board practice and guidance from title counsel, the current proposal is to amend the prior resolutions to more clearly authorize the position of President of LSU to execute the appropriate documents, without identifying the President by name.

LSUHSC-NO is also requesting approval to purchase the remaining non-State owned land as it becomes available in Square 439 and 517 including streets.

3. Review of Business Plan

This amended resolution does not alter any business terms of the prior resolutions.

4. Fiscal Impact

This amended resolution has no fiscal impact. LSUHSC-NO will recommend to the President acquisition of particular parcels within Square 431, 439, 440, 441, 463, 499, 517, 518 and 519 as they become available at a reasonable price, negotiated in accordance with Division of Administration regulations.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents
Final legal agreements for any purchases will be reviewed by the Office of General Counsel prior to execution by the President.

7. Parties of Interest
Not applicable.

8. Related Transactions
Not applicable.

9. Conflicts of Interest
Not applicable.

10. Attachments

1. Original Resolutions

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby amends and restates in its entirety the following resolutions:
Resolution adopted December 8, 2017, in connection with the authorization to purchase property located in Square 519, First District, New Orleans (the "Original Resolution"),
Resolution adopted October 4, 2018, in connection with the authorization to purchase property located in Square 499 and 518, First District, New Orleans (the "Original Resolution"),
Resolution adopted October 25, 2019, in connection with the authorization to purchase property located in Squares 431,441 and 463, First District, New Orleans (the "Original Resolution"),
Resolution adopted October 20, 2023, in connection with the authorization to purchase property located in Square 440, First District, New Orleans (the "Original Resolution"), as follows:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of Louisiana State University, or designee, on behalf of and in the name of the Board of Supervisors, to purchase the remaining non-state owned property bounded by Tulane Ave., Claiborne Ave., Poydras Street, and Galvez Ave. in Square 431,439, 440, 441, 463, 499, 517, 518, 519 and streets in the First District of New Orleans, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s), with such acts or agreements containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interest of the Board. The final price will be negotiated per Division of Administration regulations.”
December 8, 2023

Dr. William F. Tate, IV
President
LSU System Office
3810 West Lakeshore Drive, Room 107
Baton Rouge, LA 70808

Dear Dr. Tate,

In accordance with the rules established by Article VII, Section 1 D, I am submitting a request consolidating previously approved land acquisitions and seeking approval for new land acquisitions. I am requesting your approval to purchase land as it becomes available in Squares 431, 439, 440, 441, 463, 499, 517, 518 and 519, First District, New Orleans. These are the remaining lots adjacent to LSU Health Sciences Center-New Orleans (LSUHSC-NO) that are not owned by the state. The purchase of the property is part of LSUHSC-NO’s efforts to improve campus security and to construct future academic buildings.

The request to purchase land in Square 519 was previously approved during the December 8, 2017, Board of Supervisors meeting.

The request to purchase land in Square 499 and 518 was previously approved during the October 4, 2018, meeting.

The request to purchase land in Squares 431, 441, 463 was previously approved during the October 25, 2019 meeting.

The request to purchase land in Square 440 was previously approved during the October 20, 2023 meeting.

The LSUHSC-NO respectfully requests approval of this proposal. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Steve Nelson, MD
Interim Chancellor
To: Members of the Board of Supervisors

Date: December 8, 2017

Pursuant to Article VII, Section 9, A.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”:

A.2 The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

1. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) proposes to purchase the non-State-owned parcels of land adjacent to LSUHSC-NO property in the attached documents titled “LSU Health Downtown Campus” and “Square 519 Parcel Ownership Information.”

The first of the parcels available currently is that located at 2129-2131 Gravier Street, New Orleans and is depicted on the attached drawing titled “Square 519 Lots 2129 & 2131.” The proposed purchase price is $445,000 and is based on an appraisal conducted by Bird & Associates on September 1, 2017. The final price will be negotiated per Division of Administration guidelines. This transaction is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings.

LSUHSC-NO also requests that the Board authorize now the purchase of the other remaining parcels within Square 519, as they become available, with prior consultation with the President or his designee, General Counsel, Board Chair, Chair-Elect, and Past Chair, in accordance with applicable law and Division of Administration requirements and authorizations. This will allow for purchases to be completed more expeditiously as properties become available for purchase.

2. Review of Business Plan

The funds for the transaction are from LSUHSC-NO’s unrestricted funds.

3. Fiscal Impact

The purchase of this tract will increase the property holdings of the Board of Supervisors in the LSUHSC-NO’s downtown campus area.

4. Description of Competitive Process

The purchase price of the land is based on current market value, as determined by a current appraisal.

5. Review of Legal Documents

N/A

6. Parties of Interest
None.

7. Related Transactions

An Act of Sale will be entered into between the current owner and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College once the recommendation to purchase has been approved by the Board.

8. Conflicts of Interest

None.

ATTACHMENTS:

I. Letter from Chancellor Hollier
II. LSU Health Downtown Campus map
III. Legend Map of Square 519 Parcel Ownership Information
IV. Legend Map of Square 519 Lots 2129 & 2131
V. Summary Appraisal Report by Bird & Associates, dated September 1, 2017

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to purchase the non-State-owned lots in Square 519 in the First District of New Orleans, as shown on Attachment III, for amounts no greater than the appraised fair market value for each lot or parcel, and negotiated in accordance with Division of Administration guidelines as authorized by law; and

BE IT FURTHER RESOLVED that the Board, in addition to the authority granted above, expressly authorizes F. King Alexander to immediately purchase that parcel of land in Square 519 with street address of 2131-2131 Gravier Street New Orleans, LA 70112, for the amount of $445,000 or such lesser amount as may be negotiated in accordance with Division of Administration guidelines as authorized by law; and

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, or his designee is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel and the Board’s Chair, Chair-Elect, and Past Chair, to execute Acts of Sale and other reasonably required agreements to acquire ownership of such properties, and to include in such Acts of Sale or other agreements any terms and conditions that he may deem in the best interests of LSU.
TO:      F. King Alexander
        President, LSU System

FROM:   Larry Hollier
        Chancellor

DATE:   November 6, 2017

RE:      Recommendation to Approve the Purchase of Land in Square 519, First District, New Orleans

Attached for your review is a resolution to approve a proposed purchase of land in Square 519 in New Orleans. These are non-State owned lots adjacent to the LSU Health Sciences Center – New Orleans (LSUHSC-NO). The purchase of this property is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings, and is consistent with LSUHSC’s Master Plan.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their December 2017 meeting agenda.

Please do not hesitate to contact me should you require additional information.

Enclosures
ATTACHMENT III

SQUARE 519

PARCEL OWNERSHIP INFORMATION

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<th>Owner</th>
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<td>4089</td>
<td>417 S JOHNSON ST, LLC</td>
<td>417 S Johnson Street</td>
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<tr>
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<td>4089</td>
<td>417 S JOHNSON ST, LLC</td>
<td>421 S Johnson Street</td>
</tr>
<tr>
<td>425</td>
<td>4088</td>
<td>415 S JOHNSON ST, LLC</td>
<td>425 S Johnson Street</td>
</tr>
<tr>
<td>429</td>
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<td>415 S JOHNSON ST, LLC</td>
<td>429 S Johnson Street</td>
</tr>
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<td>438</td>
<td>4089</td>
<td>SOUTH GALVEZ ST, LLC</td>
<td>436 South Galvez St</td>
</tr>
<tr>
<td>2100</td>
<td>3705</td>
<td>TULANE PROPERTIES, LLC</td>
<td>2100 Tulane Avenue</td>
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<tr>
<td>2112</td>
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<td>FSA REALTY LLC</td>
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111.833 SF 2.57 acres
REAL ESTATE APPRAISAL REPORT
The Shop/Warehouse Facility and Land located at
2129-31 Gravier Street, New Orleans, La. 70119
(Lot 8 & Parts of Lots 6 & 7, Square 519, First District)
Owner(s): Gary J. Leonard & and Kelly Leonard Locicero
LSU Health Science Center
PO #00382889 / Req #0050791

EFFECTIVE DATE OF VALUE
September 1, 2017

PREPARED FOR
LSUHSC New Orleans
Attn: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

PREPARED BY
Bradley D. Bird, MAI, SRA
Louisiana Certified General Real Estate Appraiser License #G0478

Bird & Associates
512 North Causeway Boulevard
Metairie, Louisiana 70001
Google Earth Aerial View of Subject Property and Surrounding Area
Circa April 2016
(Site boundaries in red approximated by appraiser)
September 7, 2017

LSUHSC New Orleans
Attn: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

Re: REAL ESTATE APPRAISAL REPORT
The Shop/Warehouse Facility and Land located at
2129-31 Gravier Street, New Orleans, La. 70119
(Lot 8 & Parts of Lots 6 & 7, Square 519, First District)
Owner(s): Gary J. Leonard & Kelly Leonard Locicero
LSU Health Science Center
PO #00382889 / Req #0050791

Ladies & Gentlemen:

Pursuant to your request, I herewith submit an appraisal report of the above referenced property for the purpose of determining its current market value.

The appraised real estate consists of a 10,146 SF MS (Medical) zoned parcel of land improved with a ±65-year-old, one-story, 5,322 SF GBA shop/warehouse building last used as an automotive repair facility. The building, which appeared to have been vandalized and left unsecured when inspected by the appraiser, has been vacant for well over one year. Overall, the structure is in poor condition and contributes no value to the property.

As a result of the research and analyses undertaken herein, it is my considered opinion that as of September 1, 2017 the Market Value of the Fee Simple Interest in the subject property (Non-Movable Real Estate Only), in Existing Condition, was approximately:

Four Hundred Forty-Five Thousand Dollars
($445,000)

It is further my considered opinion that if realistically priced and professionally marketed, the subject property can be sold for the appraised value in a Marketing Time of within 12 months. Exposure time is also estimated to have been within 12 months.
This letter of transmittal only serves to report the final value estimate conclusion reached in the full narrative appraisal which follows and must not be misconstrued to represent a complete appraisal in and of itself.

Thank you very much for the opportunity to be of service. If you have any questions or comments concerning the value conclusions or the data and/or the techniques used in the analysis, please advise.

Respectfully Submitted,

Bradley D. Bird, MAI, SRA
Louisiana Certified General Real Estate Appraiser License #G0478

BDB/me
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## ADDENDA SECTION

- Photographic Views of Subject
- Building Floor Plans
- Legal Description of Subject Property
- Professional Qualifications of Bradley D. Bird, MAI, SRA
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Date of Value Estimate: September 1, 2017 (appraiser’s most recent inspection date)

Property Rights Appraised: Fee Simple Interest

Property Location: Downtown New Orleans, just outside the Central Business District in what is known as the “Medical District.”

Property Description: The improvements consist of two concrete block commercial buildings likely constructed sometime during the 1950’s and subsequently interconnected via a common hallway. Based on the appraiser’s field measurements, the total enclosed building area of the combined structure is 5,322 SF GBA. There is also an 1,108 SF covered work area to the rear. The combined building was last used as an automobile/truck repair facility. The interior layout features three separate shop/warehouse spaces which together comprise approximately 60% of the building area, with the remaining 40% being composed of customer store area, offices and utility space. Ancillary site improvements include ±2,000 SF concrete site paving, ±138 linear feet of 6’ chainlink fencing with 3-strand barbed wire atop, and double 5’ x 6’ chainlink gates (on the S. Galvez Street side). The site is developed to a land:building ratio of 1.91:1. When visited on 9/01/17, the property was found to be in poor physical condition. One of the large store-front windows was broken, allowing unsecured access into the building. It is the appraiser’s considered opinion that the improvements contribute no significant value to the site.

City/Parish Zoning: MS, Medical Services District with HU-B1A and HUC Use Restriction Overlay Districts

Highest and Best Use: Speculative holding for future assemblage/redevelopment. Renovation of the existing shop/warehouse facility for a medical or specialty destination retail use may be potentially viable as an interim use.

Final Value Conclusion: $445,000

Exposure/Marketing Time: Within 12 months
ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.

1. Possession of this report, or a copy thereof, does not carry with it the right of publication. This report is prepared for the sole and exclusive use of the client identified in the report, and it may not be used for any purpose other than that which is specified in the report. No third parties are authorized to rely upon this report without written consent of the appraiser, and in any event, only in its entirety.

2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

4. Responsible ownership and competent property management are assumed.

5. The information furnished by others is believed to be reliable. No warranty, however, is given for its accuracy.

6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local government regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
ASSUMPTIONS AND LIMITING CONDITIONS
(Continued)

12. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in questions unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's client, through advertising, solicitation materials, public relations, news, sales, or other media without the prior consent and approval of the appraiser, particularly as to valuation conclusions, the identity of the appraiser, or any reference to affiliation with any professional appraisal organization or designation. Further, the appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of this assignment.

15. No responsibility is assumed for political, social or economic changed conditions which could have an effect on real estate value, which changes take place after the date of this valuation.

16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field, if desired.

17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA; the appraiser is not professionally qualified to accomplish this task. Further, no formal study, as accomplished by qualified experts, has been provided to the appraiser, nor is one known to exist. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the possibility of non-compliance with the requirements of ADA was not considered in estimating the value of the property.
CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this report are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.

(3) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

(4) I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

(5) My engagement in this assignment was not contingent upon developing predetermined results.

(6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the State of Louisiana for State Certified Appraisers, and the Standards of Professional Practice of the Appraisal Institute.

(8) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Louisiana relating to review by the appraisal subcommittee of the Louisiana Real Estate Commission.

(9) I have made a complete personal inspection of the subject property, and an exterior inspection of all comparables presented in the analyses.

(10) No one provided significant professional assistance to the person(s) signing this report.

(11) As of the date of this appraisal, Bradley D. Bird has completed the requirements under the continuing education programs of the Appraisal Institute.

(12) The appraiser has previously appraised similar type properties to that which is the subject of this report.

(13) I have not performed any professional real estate services relative to the subject property within the three-year period preceding the acceptance date of this assignment.

(14) This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

____________________________________________
Bradley D. Bird, MAI, SRA             September 7, 2017
Louisiana Certified General Real
Estate Appraiser License #0478
DISCUSSION OF THE APPRAISAL ASSIGNMENT

This appraisal is of the current market value of the fee simple interest in the real property identified as 2129-31 S. Galvez Street, New Orleans, Louisiana. This is a 10,146 SF MS (Medical) zoned parcel of land improved with a ±65-year-old, one-story, 5,322 SF GBA shop/warehouse facility last used as an automobile/truck repair business. When visited by the appraiser on September 1, 2017, the improvements were found to be entirely vacant and in poor physical condition. The building appeared to have been recently vandalized. One of its large store-front windows on the S. Galvez Street was broken, leaving the structure unsecured. Because of its advanced age, poor physical condition, and loss of its legal non-conforming use status, the existing building contributes no material value to the property.

Market conditions in the immediate area of the subject property have improved sharply in recent years. Activity within the surrounding LSU Health Science Center complex is brisk. In 2012, the Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. Of utmost importance is the recent completion of the $2 billion UMC Medical Complex developed on the other side of Tulane Avenue. The entire project area comprises ±70 acres and is bounded by South Claiborne and Tulane Avenues, and South Rocheblave and Canal Streets. The LSU facility has 424 beds and has replaced the old Charity Hospital as a teaching and treatment center. The VA Hospital, is a 200-bed hospital designed to replace its storm-damaged facility on Perdido Street. This project has significantly changed the market dynamics on all real estate in this section of the city, including the subject.

REPORT PREPARED FOR (Client): LSUHSC New Orleans  
Atten: HSC Activities  
Physical Plant Administration  
1901 Perdido Street, Box P2-3  
New Orleans, LA 70112

REPORT PREPARED BY (Appraiser): Bradley D. Bird, MAI, SRA  
Bird & Associates  
512 North Causeway Boulevard  
Metairie, Louisiana 70001

SUBJECT PROPERTY: The Shop/Warehouse Facility and Land located at 2129-31 Gravier Street, New Orleans, La. 70119  
PO #00382889 / Req #0050791  
Owner(s): Gary J. Leonard & and Kelly Leonard Locicero

Property is legally identified as:  
Lot 8 and Parts of Lots 6 & 7, Square 519, First District, City of New Orleans, State of Louisiana

The legal description included in the most recent conveyance of the subject property is included as an exhibit in the Addenda section of this report. An image of the City Parcel Map is presented on the next page.
PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the subject real property (non-movable real property only) in its existing physical condition as of the effective date specified herein.

DEFINITION OF MARKET VALUE

Market Value is defined by the United States Treasury Department, Comptroller of the Currency 12 CFR part 34, 34.2 (f), as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(a) Buyer and seller are typically motivated;
(b) both parties are well informed or well advised, and acting in what they consider their own best interest;
(c) a reasonable time is allowed for exposure in the open market;
(d) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
(e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property rights appraised are of the Fee Simple Estate. Fee Simple Ownership is defined in The Appraisal of Real Estate, 13th Edition, published by the Appraisal Institute in 2008, Page 114, as "...an absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power, and escheat." It is an inheritable estate.
SCOPE OF WORK

The Scope of Work is the type and extent of research and analysis in an appraisal assignment. The scope of the appraisal includes, but is not limited to, the following:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and
- the type and extent of analysis applied to arrive at opinions or conclusions.”

The appraisal problem is solved by effective application of the Appraisal Process, a logical framework of three steps common to the appraisal of real property as well as to scientific research and economic analysis, in general. The steps, specific to the appraisal process as defined by USPAP, are:

1) Identify the problem to be solved;
2) Determine and perform the scope of work necessary to develop credible assignment results, and;
3) Disclose the scope of work in the report.

An appraisal is not an economic or feasibility analysis, title opinion, ground survey, environmental study, engineering or structural or geologic analysis, or an analysis of mineral rights. An appraiser is not an accountant, attorney, surveyor, engineer, chemist, contractor or building inspector. NOTE: For the purposes of this report, the word “inspect” means “...visit; look over...” The appraiser does not perform an inspection of structure, systems, etc. Only readily-observable conditions are noted; concealed conditions may exist and the appraiser does not perform “invasive” inspection methods (not even to the extent of looking “under or on top of” property components).

It is beyond the scope of this report to expect the appraiser to:

A) Hire an attorney to check the title to the property and discover any defects in the title or any lessening of the “fee simple” rights caused by deed restrictions, leases, mineral leases and/or surface rights, easements, right of ways, etc. Only those noted in this report are considered. The existence of such restrictions beyond those noted in the report may be cause for reconsideration of the value conclusion.

B) Hire an engineer to survey the property to ascertain exact dimensions, areas, and boundaries.

C) Hire an expert to perform soil borings and/or analysis to determine the adequacy of the load bearing capacity or fertileness of the soil, or existence of jurisdictional wetlands.

D) Hire an expert to discover the existence of any structural defects, or hazardous materials on, under, near or within the property.

To Determine then Perform the scope of work necessary; the appraiser’s research must be properly focused and successfully executed in order to produce accurate and representative information from objective, unbiased sources. The appraiser plans the appraisal then executes that plan.
SCOPE OF WORK (Continued)

Common Sources of Data:

(1) Conveyance Records
(2) Multiple Listing Service
(3) DeedFax
(4) Interview with Knowledgeable Persons
(5) Appraiser's File Records

When complete, the appraiser’s Scope of Work will be revealed, or disclosed, in the report document. The appraiser’s analysis and conclusion entails the application of various economic techniques together with appraisal judgment in consideration of pertinent data, producing a final objective unbiased conclusion for the real estate that is the subject of this summary appraisal report.

The Problem to be Solved

The appraisal problem, simply defined, involves estimating the current Market Value of the Fee Simple Interest in the subject property in its Existing Condition.

The Scope of Work Necessary to Develop Credible Assignment Results

The property is identified by municipal address, legal description, plot plan, area maps, etc., and then “inspected” (see definition of “inspected”) by the appraiser. The subject property was most recently inspected, measured and photographed by the undersigned appraiser on September 1, 2017. Research in available databases was performed to reveal any additional information available about the subject, including Realtors®, MLS® and courthouse record research.

The Type and Extent of Data Researched

Courthouse, MLS® and brokers records were researched for sales and leases of similar “comparable” properties. Criteria for research of comparable data includes, but is not limited to, “date of sale”, location or proximity, physical characteristics including age, condition, construction type, size, quality and use/utility, and any special conditions of sale (e.g., special financing).

The Type & Extent of Analysis Applied to Arrive at Opinions or Conclusions

An analysis was made of the subject property in an attempt to estimate its highest and best use in the market area as of the date of appraisal. Next, the data was analyzed by comparison of the criteria described above with respect to the subject and comparables. Additionally, the surrounding area and neighborhood in which the property is located was analyzed. Particular attention was given to the development and use trends prevalent in the area.
SCOPE OF WORK (Continued)

In the valuation of real estate, the normal procedure is to apply the three (3) commonly accepted approaches to value, i.e., the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. When certain approaches are not applicable, the appraiser addresses the reason(s) in the appraisal. In the immediate case, the subject is a 10,146 SF parcel of MS (Medical) zoned land improved with a ±65-year old, 5,322 SF GBA shop/warehouse building which is unsecured and in poor physical condition. This property is unique because it is situated within a square of ground that has experienced numerous speculative acquisitions of late. The entire Tulane Avenue corridor between S. Claiborne Avenue and S. Broad Street is in a state of transition from older motels and small businesses to larger scale mixed-use developments (e.g., high density retail, apartments, offices, etc.). All of this activity is taking place in direct response to the recent completion of the new University Medical Center and VA Hospital complex. The Sales Comparison Approach is used in this appraisal to determine the value of the subject’s underlying land as though vacant. It will be demonstrated in the Highest and Best Use section via an analysis of improved sales that the existing building contributes no significant marginal value to the property. However, demolition is not necessarily indicated, as the structure may be suitable (with extensive renovation) for a medical-oriented clinic/office or destination retail use on an interim basis.

The entire scope, direction and content of this appraisal is prepared in accordance with the Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all dictates and guidelines set forth by the Uniform Standards of Professional Practice of the Appraisal Foundation (USPAP), Louisiana Certified Real Estate Law, and requirements of the Office of the Comptroller of the Currency appraisal regulations, 12 CFR Part 34 (Title XI of FIRREA) and 12 CFR Part 7.3025. This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses and conclusions. Additional supporting documentation is retained in the appraiser's file.

All comparable sale data presented in this report were verified from courthouse conveyance records (when recorded) and by interviews with either the seller, buyer and/or broker handling the transaction. The comparable data research and collection process was done by review of published data sources such as Deedfax, Multiple Listing Service (MLS), broker flyers and offering lists, and from interviews with local brokers, appraisers and property owners.

INTENDED USER(S) OF REPORT: LSU Health Sciences Center - New Orleans

INTENDED USE OF REPORT: To establish a basis for negotiating the possible acquisition of the subject property.

Use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.

EFFECTIVE DATE OF VALUE: September 1, 2017

DATE OF REPORT: Report was researched, formulated and written between August 15, 2017 and September 7, 2017.

OWNERSHIP OF RECORD: Gary J. Leonard & and Kelly Leonard Locicero
The subject property was acquired by the current owners, Gary J. Leonard and Kelly Leonard Locicero, on 5/17/10 from the Succession of Lois Eileen Leonard (Inst. #2010-19768). On 3/31/16, the property was sold to 2139-31 Gravier Street, LLC, represented by Kathryn T. Reed and Larry V. Jackson, for $600,000 (Inst. #2016-13546). This was a credit sale with $100,000 cash down at closing and the $500,000 to be paid as follows: $100,000 due on 10/01/16 and $400,000 financed by seller @ 6%. The buyers never made the October payment nor any subsequent payments. On 6/15/17, Gary Leonard and Kelly Locicero reacquired the property via Sheriff’s Sale for the recorded amount of $400,000 (Inst. #2017-23726).

On 7/05/17 the property was listed for sale with C. Lanclos of Lanclos Realty, LLC for an asking price of $550,000 (NOMAR MLS #2114524). This listing remains active/unsold as of this writing.
AREA/CITY ANALYSIS

The subject is located within the city of New Orleans. Prior to Hurricane Katrina in August 2005, New Orleans and its surrounding suburbs comprised a major metropolitan area with total population exceeding 1.3 million (Source: Louisiana Tech University, July 1, 2005, intercensal estimate). Hurricane Katrina’s impact on the population of the New Orleans metropolitan area was profound. According intercensal data compiled by the U.S. Census Bureau, as of July 1, 2016, the number of people residing in Orleans Parish was 391,495, or 87% of the pre-Katrina count of 452,170. This is up 0.45% from the prior year and 12.5% from the official U.S. Census estimate of 347,907 made as of July 1, 2010. Of particular significance is that for the first time since Katrina, more people moved out of New Orleans to other parts of the country than came into the city from other communities. The minor growth experienced in the past year is attributed to births and international immigration.

The local economy is diversified, but heavily influenced by oil & gas exploration and production. Between 1985-90, weak crude oil prices world-wide sent Louisiana into a severe recession. The industry began to rebound in 1992 with the aid of rising oil & gas prices, technological advancements that make drilling and completing wells more profitable (three-dimensional seismic technology), and later, new tax incentives for deep water wells (the Deep water Royalty Relief Bill). On July 11, 2008, oil reached an all-time high at $147.27 per barrel. Many analysts attributed this to a weakening U.S. dollar, coupled with speculation on oil futures. The global recession and falling demand sent oil again tumbling in 2009, with prices falling to just under $34 per barrel in mid-February, and slowly climbing thereafter. Between 2011 and early 2014, prices meandered somewhat, but overall, hovered near $100/barrel. The expansion of shale fracking and rising global inventories has contributed to a downward, erratic price trend which began 2014 and has persisted to date. On 9/01/17, the WTI spot price of oil closed at $47.29 per barrel (Source: Bloomberg.com). With the uncertain global economy, fluctuations in the U.S. dollar, political unrest in oil producing nations, and inconsistent supply/demand issues, further volatility in the oil market is likely in the future.

Another major component of the local economy is tourism. The Morial Convention Center (MCC) in downtown New Orleans contains over 1.1 million SF of contiguous space. Prior to Katrina, UNO's Division of Economic Research estimated the MCC's total economic impact to the New Orleans metropolitan area at over $2 billion annually. The storm took an immediate toll on local tourism, but it has since rebounded. According to the New Orleans Convention & Visitors Bureau, tourism in New Orleans peaked in 2004, with 10.1 million visitors spending a total of $4.9 billion. Following Katrina in 2006, the city saw this decline to 3.7 million visitors spending $2.8 billion. The NOCVB reports that in 2015, 9.78 million visitors were counted spending $7.05 billion, the highest amount ever. The former Fairmont Hotel underwent a $135 million renovation in 2009 and later reopened as The Roosevelt. In October 2011, Hyatt Hotels Corporation completed a $275 million revitalization of the Hyatt Regency, next to the Superdome. Flight volume at Louis Armstrong Airport continues to improve. New Orleans Aviation Board statistics show that for the year 2016 total passenger volume was 11,139,421, an all-time record.
Avondale Shipyards on the west bank of Jefferson Parish, a wholly owned subsidiary of Northrop Grumman, was once the largest private employer in the region with approximately 6,800 employees. On July 13, 2010, Northrop announced that it would close the Avondale yard in 2013 and consolidate its shipbuilding activities at its Pascagoula, Mississippi yard. The final Navy ship built at Avondale, the Somerset, was completed on February 3, 2013. Northrop subsequently shut down the facility, and in mid-2015, placed it on the market for sale. In all the site contains about 206 acres of heavy industrial zoned land, along with 7,900 linear feet of Mississippi River frontage. Local and state leaders have been working to find another user for the facility. The Port of New Orleans is said to be looking at the site, possibly for use as a breakbulk terminal. It remains vacant and available for sale as of this writing.

According to the Louisiana Department of Labor, just prior to Hurricane Katrina, total nonfarm employment in the New Orleans MSA was 609,600. In the immediate aftermath of the storm, an estimated 216,000 jobs were lost, representing about 35% of the region's employment. Slow but steady job growth resumed in 2006, a trend that continued until early 2015. Since then the pattern has been erratic. Total nonfarm employment for the New Orleans MSA was estimated at 573,300 for July 2017. This shows a loss of 7,200 jobs over the month but a gain of 2,200 jobs over the year. Over the month, government lost 2,500 jobs, with local government losing 2,400 jobs. Professional and business services lost 1,600 jobs, while leisure and hospitality lost 1,400 jobs. Over the year, leisure and hospitality added 2,400 jobs, while professional and business services added 1,500. Government lost 3,600 jobs over the year, as local government declined by 3,000 jobs. The historical trend in nonfarm employment, as tracked by the La. Department of Labor, is depicted graphically below:

Conclusion of Regional/City Analysis

The outlook for the tourism and convention business is favorable. Since Hurricane Katrina, New Orleans has reasserted itself as one of the top travel destinations in the world, and there are no indications that this will change anytime soon. The New Orleans economy has generally fared better than the majority of the nation. Nevertheless, the New Orleans metropolitan area is not insulated from national and global events. With pressing issues such as the swelling federal deficit, volatile oil & gas prices, cap and trade, etc., some level of uncertainty exists with respect to future economic conditions.
The Port of New Orleans is operating at a reasonable level. While Port improvements continue, intense competition from the Port of Houston is expected to restrain efforts to significantly increase the volume of cargo coming through the Port of New Orleans. In addition, the State of Mississippi recently shifted some of its Community Development Block Grant monies (which were supposed to be used to rebuild housing stock) into redeveloping the Port of Gulfport. Notwithstanding these concerns, the entire Gulf Coast is expected to benefit considerably from the Panama Canal’s expansion. The work in doubling the canal’s capacity was completed at the end of 2016.

The local health care sector was one of the driving forces in the local economy, and often the only area of employment growth over the last 20 years. It struggled considerably in the years following Katrina, as hospital capacity shrunk, and the existing operating hospitals throughout the metropolitan area were forced to be utilized at their full capacity. The largest problem was the amount of non-reimbursable services these facilities were forced to provide in the absence of a charity hospital system. The State of Louisiana and the Veterans Administration teamed up on the construction of their $2 billion medical complex located in Mid-City. This development was designed to supplant the old Charity Hospital as a site for teaching and treatment. In 2015 the University Medical Center finally opened, bringing significant relief to area hospitals, particularly with respect to non-reimbursable indigent care. The VA Hospital, which was plagued by numerous problems and delays, finally opened its doors in November 2017. Both of these projects are expected to be an economic boon for both the city and state.

New Orleans is a unique city in the United States with a culture and character unlike any other. The metropolitan area has steadily recovered during the 12 years following Hurricane Katrina, even in the face of a national economic recession. The explosion and sinking of the Deepwater Horizon oil rig in the Gulf of Mexico in 2010, had a detrimental effect on the region. Not only did 11 men lose their lives, but the rig leaked thousands of barrels of crude oil into the sea uncontrollably, until being sealed three months later. The spill threatened the Gulf Coast seafood and tourism industries, not to mention the quality of life for all local residents. This prompted the federal government to impose a temporary ban on deepwater offshore drilling. The ban was officially lifted on in October 2010, however, the government was very slow to issue offshore drilling permits since. This situation prompted several floating deepwater drilling rig operators to move to other locations in the world. Between 2013 and late 2014, deepwater drilling activity staged an impressive rebound. However, the recent collapse in world oil prices has once again threatened the industry. Working rig counts have declined nationwide. On a positive note, the local tourism industry is thriving. Also encouraging is NASA’s selection of the Michoud facility in New Orleans East to build components for its new heavy-lift rocket system. Now approved by Congress, this is expected to offset at least some of the job losses resulting from the ending of the Space Shuttle program. Another potential economic benefit to Louisiana is the new Trump administration, which is seen as pro-business, particularly with respect to domestic energy production.

To conclude, while the metropolitan area still faces a number of challenges and uncertainties, tremendous progress has been made since Hurricane Katrina. The region’s economy is far more diverse than it has ever been, though energy still comprises a significant portion. The future outlook of the entire region is one of guarded optimism, with oil & gas prices being a key concern.
NEIGHBORHOOD ANALYSIS

Location and Neighborhood Boundaries

The appraised property consist of an improved parcel of land situated in the square of ground bounded by Tulane Avenue, and S. Johnson, Gravier, and S. Galvez Streets. This is near the southern edge of the older densely developed urban area of New Orleans generally known as Mid-City. The subject’s immediate location is within the New Orleans Regional Medical Complex (NORMC), also called the New Orleans Regional Medical Center. Specifically, the property is located within five blocks of the downtown Central Business District of New Orleans.

The neighborhood consists of a rather large area of mixed land uses in the central section of the city of New Orleans and is generally bounded by the Pontchartrain Expressway (Interstate Highway 10), City Park Avenue, Claiborne Avenue and Orleans Avenue. The appraised property is situated just outside of the Central Business District.

Predominant Land Uses within the Neighborhood

Mid-City is an older urban area primarily developed between the early 1900's and the late 1950's. It is predominately high-density residential in character. The major thoroughfares are typically mixed-use, having both residential and commercial uses. There are also industrial uses traversing the railroad right-of-ways.

Some of the commercial and residential uses in the area include automobile dealerships, professional offices, clinics, hospitals, branch banks, fast food restaurants, churches, schools, small apartment complexes/duplexes, small retail shops, and single family residences. There are also some older mid size office buildings. The area is 80% residential, 10% commercial and 10% industrial, with the latter gradually being phased out.

The major north/south commercial corridors within the Mid-City area are Carrollton Avenue, Jefferson Davis Parkway and Broad Street. The major east/west commercial corridors are Canal Street and Tulane Avenue. Carrollton Avenue and Broad Street are the two major commercial thoroughfares that intersect Canal Street in the Mid-City area. Secondary commercial streets include Orleans Avenue, Banks Street, Bienville Street, Esplanade Avenue, and Jefferson Davis Parkway. These streets are primarily improved with older residences and secondary office and neighborhood commercial uses.

Tulane Avenue is a commercial corridor bisecting the NORMC and surrounded on both sides by older dense single and multifamily residential development catering to mid- to low-income dwellers. Although most of the property uses along Tulane Avenue are office and some retail, there is some residential use as well. The commercial uses consist of free standing retail and office buildings. In the immediate subject area, many of the 80+ year-old structures previously used as one- and two-story single and multi-family residences have been converted to retail or office use. The general vicinity of the subject site is 95% or more developed with a mix of high-density medical, commercial and residential buildings.
Tulane Avenue and S. Galvez Streets are divided, bi-directional traffic arteries. S. Johnson and Gravier are one-way, interior public streets with far less traffic volume. The immediate location is on the west side of the LSU Health Science Center’s complex of buildings, one-half block south of Tulane Avenue. There are elevated walkways connecting the various buildings within the medical center, one of which extending southeast ward across S. Claiborne Avenue into the CBD, the LSU Nephrology School and the Charity Nursing School. The few residences remaining in this location are mostly found either across Tulane Avenue, or further westward beyond S. Galvez Street, and are characterized as older wood frame dwellings typical maintained in average to fair condition.

New Orleans Regional Medical Complex

The New Orleans Regional Medical Complex (NORMC) was established in 1991 to coordinate efforts by its member institutions to promote their collective excellence in health care delivery, education, research and economic development. Through careful planning and joint efforts, NORMC was to create an efficient and attractive urban medical center campus which facilitates institutional and private business development and thereby reinforce and further establish NORMC as a destination center of regional, national and world prominence.

NORMC encompasses over 40 square blocks and is bounded by Iberville Street to the north, South Galvez Street to the west, Pontchartrain Expressway to the south, and Loyola Avenue to the east (with the Loyola Avenue boundary including buildings located on both sides of the street). In addition, the NORMC area also encompasses the Louisiana Biomedical Research and Development Park which was established by an Act of the Louisiana Legislature in 1992, whose boundaries are Iberville Street to the north, South Galvez Street to the west, Perdido Street to the south, and Loyola Avenue to the east.

NORMC includes the following institutions among its members: Louisiana State University Medical Center, Tulane University Medical Center, Veterans Affairs Medical Center, Xavier University College of Pharmacy, and the Medical Center of Louisiana. According to information supplied by NORMC, prior to Hurricane Katrina, these member institutions handled more than 1.5 million patient visits each year and had produced more than 12,000 doctors since its inception.

Current Trends and Developments in the Neighborhood

Hurricane Katrina caused widespread flooding and wind damage throughout the neighborhood. The immediate area received roughly 4' to 5' of flood water which remained for over one week. Virtually every business and home in Mid-City was damaged, many severely. Now after 12 years, recovery throughout Mid-City is complete. All businesses that existed prior to the storm along Tulane and Claiborne Avenues have either reopened, or have been replaced by other establishments. According to statistics complied by the Greater New Orleans Community Data Center, as of September 2016 the resident population of Mid-City was above its pre-Katrina level, with a total of 20,001 households now receiving mail in zip code 70119, compared with 19,594 in July 2005.

The recovery of the medical community in the HEAL complex required the rebuilding of Charity Hospital/Medical School facilities from the ground up. Charity Hospital, a New Orleans institution for over 250 years, was forced to shut down following Katrina because of extensive damage. In
April 2006, the LSU Medical Center of Louisiana at New Orleans leased 50,000 SF within the Ochsner's Elmwood Medical Center on Clearview Parkway, and re-opened Charity's Level 1 trauma unit. The unit later moved to LSU Medical School’s University Hospital at 2021 Perdido Street. As discussed in the Area-Regional Analysis section, Louisiana State University and the Veterans Administration have developed a $2 billion medical complex in the ±70-acre tract bounded by South Claiborne and Tulane Avenues, and South Dorgenois and Canal Streets. The University Medical Center, which opened in 2015, is a replacement for the old Charity hospital (including its Level trauma unit) and functions as a teaching center in connection with the LSU Health Sciences Center. The new VA hospital, which is formally known as the New Orleans VA Medical Center, finally opened in November 2016. Both of these projects are seen by government officials at all levels as being the key to the long-term viability of the city.

Another integral component of the New Orleans Regional Medical Complex is Tulane Medical Center. Located at 1415 Tulane Avenue in the CBD, Tulane operates a full acute care and teaching hospital with over 500 accredited physicians. The center has fully rebuilt its patient base and student enrollment, and is now prospering.

The New Orleans BioInnovation Center at 1441 Canal Street was completed in 2011. This $38 million, 65,000 SF business incubator features wet-lab space and other lab and office space that is leased by biotechnology companies with university relationships. It is expected to become a major component of the city's downtown biotechnology corridor. In its first year, the center secured 29 tenants, in turn creating more than 47 full-time jobs and 36 part-time jobs. The center's tenants have raised $14 million in financing and $2 million in grants for medical research.

In 2012, construction of the new Louisiana Cancer Research Center was completed. This is a $102 million, 10-story, 175,000 SF facility located in the square of ground bounded by Tulane Avenue, S. Derbigny, Gravier and S. Roman Streets on. It is touted as a world class, state-of-the-art facility designed to make New Orleans’ biomedical district competitive with that of other major centers, such as those in Houston and Birmingham. The LCRC is a consortium which includes LSU Health Sciences Center, Tulane University Health Sciences Center, Xavier University and Ochsner Health System. LCRC’s primary focus is on promoting education and conducting research in the diagnosis, detection and treatment of cancer. The Center receives approximately $10 million in annual funding from the State tobacco tax fund.

In 2014, LSUMC completed construction of its 4-story, 115,085 SF Human Development Center at 411 S. Prieur Street. The site fronts Tulane Avenue and encompasses both corners with S. Prieur and S. Johnson Streets (it is located directly across from the subject property on S. Johnson Street). Also constructed in the immediate area during 2014 is a new steam plant facility at the corner of S. Johnson and Gravier Streets. This plant was built to provide steam and chilled water services to facilities throughout the biomedical district.

Another major land use event nearby, which is outside the confines of the neighborhood, but still close enough in proximity to have an impact, is Tom Benson’s acquisition of the former Dominion Tower, New Orleans Centre Mall and parking garage. In a convoluted deal that involved the State of Louisiana and the New Orleans Saints football team, Benson purchased the storm damaged properties from their owner, California investor Judah Hertz, in September 2009. As part of the deal, the state committed to lease 60% of the office tower for 15 years. The Louisiana Stadium and Exposition District has since converted the former New Orleans Centre Mall for use as a sports and
entertainment complex. The state also spent $85 million renovating the Louisiana Superdome. In return, Benson agreed to keep the Saints in New Orleans through at least 2025, and the state’s annual obligation to the Saints was reduced from $17.5 million to $6 million.

Conclusion of Neighborhood Analysis

The neighborhood, as well as the majority of the city of New Orleans, incurred extensive damage from Hurricane Katrina 12 years ago, but has since fully recovered. The population of Mid-City exceeds its pre-storm count. Properties throughout the neighborhood have, for the most part, been repaired and/or demolished and redeveloped. Businesses have reopened along the thoroughfares, and the majority are prospering. The LSU Health Sciences Center is again at capacity and growing. The new Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. LSUMC completed construction of its 4-story, 115,085 SF Human Development Center along Tulane Avenue directly across S. Johnson Street from the subject. The main obstacle the school now faces is potential funding cuts from the state. In spite of this, federal, state and local government are committed to the expansion and development of a major medical district in the city of New Orleans. The UMC project has already begun benefiting the neighborhood, as well as the entire region. The future outlook for the neighborhood and downtown New Orleans appears very positive.

NEIGHBORHOOD MAP
SITE ANALYSIS

Size/Configuration

The subject is a small-moderate size corner parcel identified as **Lot 8 and Parts of Lots 6 & 7**. It is improved with a one-story shop/warehouse building which is currently vacant and in disrepair. The site is parallelogram in shape and measures 85'11" front on Gravier Street, over the same width in rear, by 120' depth and front on S. Galvez Street, over same depth on the sideline nearest S. Johnson Street. The total area of the site is **10,146 SF**.

Topography

The site is generally level and filled to slightly above the grade of the surrounding streets. The soil throughout most of this region is often composed partly of organic materials. This type of soil has a high shrink/swell potential and tends to subside, thereby making for poor construction foundations. Subterranean pilings are commonly needed. An engineer should be consulted as to the exact soil classification and its load bearing capacities.

Utilities

All typical municipal utilities are available at this location, including electricity, natural gas, water, telephone, sanitary sewerage, subsurface drainage and cable television/data lines.

Easements, Encroachments, Servitudes, Street Right-of-Ways

A current survey of the subject property was not available. Based on review of the legal description, the city parcel map and from the site visit performed by the appraiser on September 1, 2017, no adverse site conditions were readily evident. **This appraisal assumes that the subject property is not adversely impacted by any easements, encroachments or other such encumbrances.**

It is always advisable when purchasing or lending on real estate to obtain a complete title abstract by a professional title company, along with a current survey from a reputable local licensed surveyor. **NO WARRANTY REGARDING ENCROACHMENTS, EASEMENTS, SERVITUDES OR PROPERTY TITLE IS EXPRESSED OR IMPLIED HERE.**

Environmental Hazards

The appraiser was not furnished with a recent environmental report of the subject property. **Because of the property’s past use as an automotive and truck repair shop, there is an elevated risk of contamination. The appraiser's visual physical inspection of the property revealed no conspicuous evidence of hazardous substances; however, this does not indicate that such substances are not present in this property, as the appraiser is not qualified to detect such substances.** The presence of hydrocarbons or other potentially hazardous substance could be concealed underground and could affect the value of the property. The value estimate is predicated on the assumption that there are no such substances located within this property that would cause a loss in value. **No responsibility is assumed for any such conditions, or for any**
expertise or engineering knowledge required to discover hazardous substances. The client is urged to retain an expert in this field, if desired. This appraisal assumes that no environmental hazards exist within the subject property.

F.E.M.A. Flood Zone

The FEMA Flood Zone Map Community No. 22071C0229F, effective as of 9/30/16, indicates the subject property is situated in Flood Zone “AE.” This denotes “a special flood hazard area inundated by 100-year flood.” An elevation survey is recommended for a more precise flood determination.

Ingress/Egress and Overall Functional Adequacy

The subject parcel is readily accessible, being situated just outside the Central Business District near the I-10 Interstate/Pontchartrain Expressway system, South Claiborne Avenue and Tulane Avenue. Additionally, the site is mostly rectangular in shape and functional for a variety of potential development schemes.

Conclusion

The subject site is generally well located and functionally adequate for a variety of potential uses. This issue is addressed further in the forthcoming Highest and Best Use section.

An excerpt from the referenced FEMA flood zone map is presented on the following page.
FEMA FLOOD ZONE MAP

Flood Zone AE
The Comprehensive Zoning Ordinance (CZO) for the City of New Orleans, Ordinance No. 30,637, officially adopted on October 24, 2014, assigns the zoning classification "MS; Medical Services District" to the appraised property. The ordinances reads as follows:

The MS Medical Service District is intended for local hospitals and medical service facilities of lower intensity than large medical campuses. The MS District is intended for hospitals, and hospital-related and support services that are generally integrated within and connected to adjacent areas of commercial and residential development.

Permitted uses in the MS District include: dormitories; existing single-family, two-family and multifamily dwellings; residential care facilities; auditoriums; catering kitchens; child or adult daycare centers (all sizes); hotel/motels; medical and dental clinics; motor vehicle operations facilities; offices; personal service establishments; recording studios; restaurants; retail goods establishments; helistops; research and development facilities; domestic protection shelters; government offices; hospitals, places of worship; parks & playgrounds; parking lots (principle); and various other uses directly permitted or permitted as conditional uses.

There is no minimum lot area in the MS District. Maximum building height is 100' when adjacent to non-residential districts. When adjacent to residential districts the maximum building height is the same as that of the residential district (can be 5' higher up to a maximum of 20' for every 3' structure is set back from the residential district line). Minimum yard requirements are 20' front and 10' for sides and rear. The minimum permeable open space ratio is 30%.

In addition to the MS base zoning, the subject property is within the HU-B1A Historic Urban Neighborhood Business and HUC Historic Urban Corridor Overlay Districts. The intent of these overlays is to add additional restrictions in an effort to protect the historical nature of the city’s older neighborhoods. Specifically, the following uses, which are listed as permitted uses in the MS district, require a conditional use permit: Standard and fast food restaurant, bar, car wash, gas station, indoor amusement facility, motor vehicle service & repair (minor or major), retail sales of packaged alcoholic beverages, and any live entertainment.

Offstreet parking requirements vary per use. Medical offices and clinics require one space per 400 SF. Retail uses need one space per 200 SF.

Zoning Conformity

The existing improvements precede the implementation of MS zoning and would ordinarily be grandfathered for continued use as an auto/truck repair facility. However, the structure has been vacant for well over one year and requires total restoration. It therefore has lost its legal non-conforming status. If the building were to be renovated for an alternative use, all new code requirements would be enforced. More regarding this issue is discussed in the forthcoming Highest and Best Use section.

An excerpted image from the City of New Orleans GIS Map is presented on the following page.
### ORLEANS GIS MAP EXCERPT

#### ZONING
- **Zoning District:** MS
- **Zoning Description:** Medical Service District
- **Future Land Use:** INS
- **Future Land Use Description:** Institutional

#### OVERLAYS AND INTERIM ZONING DISTRICTS
- **Overlay and Interim Zoning District:** HUC Historic Urban Corridor Use Restriction Overlay District
- Visit City Planning's site to view the regulations of this Overlay.
- Regulations in the overlay and interim zoning districts are combined with the base zoning district. In the event of overlapping districts, please contact the New Orleans One Stop Shop for interpretation of the Overlays/Interim Zoning Districts.
REAL ESTATE TAXES

Louisiana law requires that all real properties in the state be reassessed every four years at 10% of land and residential improvement value, and 15% of all other improvement value. The subject property is located within the First Municipal District of the City of New Orleans and is assessed follows:

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Tax Bill Address</th>
<th>Tax Bill No.</th>
<th>***Year</th>
<th>2018</th>
<th>Assessment**</th>
<th>Implied Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2129 Gravier Street Sq 519, Lot 7 or 17, Pt Lots 6 &amp; 7 or 18</td>
<td>2129-31 Gravier St LLC</td>
<td>105105215</td>
<td>Land</td>
<td>$2,740</td>
<td>$2,780</td>
<td>$5,520</td>
</tr>
</tbody>
</table>

Taxes in Orleans Parish are paid in advance and thus only this year’s millage rate is known at this time. The city-wide millage rate for 2017 was 154.08, which equals $154.08 in taxes per $1,000 of assessed property value. This includes the additional 6.96 mills approved by the City Council in January 2017 for fire protection and drainage. The subject’s real estate tax burden for 2017 was therefore approximately $851.

The current assessment implies a total market value basis of $27,400 ($2.70/SF) for the land and $18,500 for the improvements, which is a total market value basis of $45,900. This is well below the final value estimate concluded herein.
DESCRIPTION OF THE IMPROVEMENTS

The improvements consist of two concrete block commercial buildings likely constructed sometime during the 1950's and subsequently interconnected via a common hallway. Based on the appraiser’s field measurements, the total enclosed building area of the combined structure is **5,322 SF GBA**. There is also an 1,108 SF covered work area to the rear. The combined building was last used as an automobile/truck repair facility. The interior layout features three separate shop/warehouse spaces which together comprise approximately 60% of the building area, with the remaining 40% being composed of customer store area, offices and utility space. Ancillary site improvements include ±2,000 SF concrete paving, ±138 linear feet of 6’ chainlink fencing with 3-strand barbed wire atop, and two 5’ x 6’ chainlink gates on the S. Galvez Street side. The site is developed to a land:building ratio of 1.91:1.

Basic construction details include load-bearing concrete block walls on grade-level concrete slab foundation with iron bar joist flat roof system. Roof surfaces could not be viewed, but appear from recent satellite imagery to be torched-down membrane systems. The roof over the rear covered work area is corrugated steel. Building eave heights range from ±12’-13.5’. There are plate glass “store type” windows along the S. Galvez Street elevations. Interior finishes are fair quality, featuring suspended 2’x4’ acoustical tile ceilings with surface mounted fluorescent lighting, painted concrete block and sheetrock walls and vinyl tile and exposed concrete flooring. Shop/warehouse areas have a total of four overhead loading doors ranging in size from 8’ x 8’ to 8’ x 10’. There are three restrooms in the building, one of which equipped with a stand-up fiberglass shower stall. Each restroom has missing fixtures. The store/office areas are heated/cooled via individual window units. Each shop/warehouse space has a suspended gas space heater. Building is metered for electricity, water and natural gas. There are iron burglar bars on several of the exterior windows.

When visited on 9/01/17, the property was found to be in poor physical condition. One of the large store-front windows was broken, allowing unsecured access into the building. There was graffiti on the majority of the exterior walls. Most of the vinyl flooring is heavily dated and pealing away from the subfloor. Water was noted on the floor of one of the shop/warehouse spaces, indicating a possible roof leak. Lighting fixtures and wiring were hanging loose from the ceilings. Overall the building exhibited considerable wear and tear, in addition to being extremely dirty throughout.

Given the advanced age and poor overall physical condition, it is the appraiser’s considered opinion that the improvements are very near the end of their useful life and contribute no measurable value to the property.

Current photographs of the property taken by the appraiser and a building floor plan sketch are presented as the first two exhibits in the Addenda section, respectively.
HIGHEST AND BEST USE

Definition of Highest and Best Use

Highest and Best Use is defined in *The Appraisal of Real Estate*, Thirteen Edition, published in 2008 by the Appraisal Institute, on Page 278 as follows:

The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value.

Implicit in the preceding is that the following four criteria be met:

1. The use must be legally permissible - private restrictions (protective covenants), zoning regulations, building codes, and easements may restrict development of a site to a certain use;

2. The use must be physically suitable - physical characteristics, such as location, size, topography, soil and subsoil conditions, drainage and access can limit utilization;

3. The use must be economically feasible - there must be sufficient market demand for the proposed use;

4) The use must be maximally profitable - the income attainable from the proposed use must be sufficient to justify its costs and yield a greater return than other potential uses.

Size, location, neighborhood character and trend of development are pertinent to the highest and best use of a site. The uses permitted by zoning, deed restrictions and local building codes are also controlling factors. With many properties, the highest and best use of the site is the use permitted by zoning. However, the zoning ordinance could permit a use which is more intense than would be reasonable for the site, and there could be the possibility that the zoning could be changed to a higher or lower density, or for that matter, another type of use altogether.

While normally the legality and physical adaptability of a site is apparent, those uses which are financial feasible are a bit more complicated to ascertain. Furthermore, the most profitable use, i.e., the use which is maximally productive to the site, is often the most difficult part of the highest and best use determination.

There are typically two aspects to the highest and best use analysis; one for the site as though vacant and ready for development, the other pertaining to the property as currently improved.
**Highest and Best Use as Vacant**

The appraiser has considered the following factors in determining the highest and best use of the appraised property as though vacant:

1. Permitted uses of the appraised property under MS, Medical Services District zoning, as well as the HU-B1A and HUC overlay classifications;

2. The location of the appraised site in relation to existing land use patterns and trends in the immediate area of the LSU Health Sciences Center, the new UMC/VA Hospital Complex, and the recent surge in speculative land activity within the Tulane Avenue corridor, with particular attention being paid to the site’s access, functional utility and visibility within the immediate area;

3. Existing and anticipated land use and traffic patterns in the immediate area, and;

4. The alternate uses currently available for the site and the financial feasibility of these uses.

The four criteria in highest and best use as defined above lists physical possibility, legal permissibility, financial feasibility, and maximally productive attributes of the site in determining the type and scope of development. In terms of its physical features, the subject is a small-moderate sized corner parcel measuring 85'11" on Gravier Street by 120' on S. Galvez Street between equal and parallel lines, with total site area of 10,146 SF. This is a highly functional site with access to all public utilities and city services requisite for development.

Legal permissibility is governed by the City of New Orleans, which in this case has zoned the subject MS, Medical Services District with HU-B1A, Historic Urban Neighborhood Business and HUC, Historic Urban Corridor Overlays. As discussed, MS zoning was created for locations near major medical facilities. It allows existing residential uses, hospitals and medical clinics, and a variety of supporting commercial uses. The HU-B1A and HUC overlays give the city more oversight in an effort to protect the historic nature of the surrounding area by requiring conditional use permits on many of the permitted uses within the MS district. Overall, the subject’s existing zoning status is not considered overly burdensome and produces no significant impediment to its potential development.

Over the past ±40 years the State of Louisiana has gradually acquired properties throughout the immediate area for development and expansion of the LSU Medical School complex. The state currently owns the vast majority of the land in 15 squares of ground in that area bounded by Tulane and S. Claiborne Avenues, Poydras Street and S. Galvez Street. The exceptions are the St. Joseph Church in Square 439, and a small number of privately owned parcels along S. Claiborne Avenue, Poydras, S. Galvez and Perdido Streets.

Ever since ground was broken on the UMC and VA Medical Centers, the Tulane Avenue corridor has been in a state of transition and revitalization. The City of New Orleans recently completed an $11 million “streetscape” renovation of Tulane Avenue, with newly paved surface, expanded neutral grounds, and the addition of new turning lanes and a bike lane. In September 2012, Campus Federal Credit Union purchased the 39,955 SF vacant site at the southwest corner of Tulane and S. Galvez in Square 527 (2200 Tulane Avenue) for $1,500,000, or $37.54/SF. The site is irregularly shaped with minor frontages on Gravier and S. Miro Streets. Campus Federal constructed a new banking facility on the property.
On 4/11/16 and 5/23/16, New York-based Feil Corporation acquired the majority of Square 577 (bounded by Tulane, S. Rocheblave, S. Dorgenois & Banks) for development of a mixed use retail/apartment complex. The purchase involved the old Dixie Brewery facility, Pepsi Cola warehouse and several other smaller sites, collectively totaling 82,603 SF, or 1.9 acres. The total acquisition price of the assemblage was $6,813,138, or $82.48/SF (before demolition).

On 5/02/17, Bahram Khoobei purchased the former Le Petit Motel at 2836 Tulane Avenue for $800,000, or $81.88/SF land (before demolition). The site encompasses both corners of Tulane Avenue at S. Dupre Street in Squares 626 & 613. Khoobei already owned an adjoining 32,579 SF site in Square 613 which he bought in 2015 for $1,060,000 ($32.54/SF). His total basis in the assembled site is $1,860,000, or $43.92/SF before demolition. A mix-used retail/office development with 68 off-street parking spaces is planned for this property.

On 5/18/16, Frischhertz Development Group bought the former Capri Motel at 2424 Tulane Avenue for $3,300,000 for redevelopment into a 200-unit residential apartment complex. The site is bounded by Tulane, S. Rocheblave, S. Tonti & Bradish Streets and contains approximately 39,270 SF, thus indicating a unit price of $84/SF for the land before demolition.

On the following page is a chart entitled “Recent Speculative Sales Activity in Square 519” showing various acquisitions made by an investor group which was attempting to assemble the entire square. Square 519 is the only square in the immediate vicinity of LSUHSC complex which is still entirely in the hands of private ownership. Between September 2014 and January 2015, Amir Mehranbeni and Larry Jackson, Jr. purchased three parcels from three different sellers (Sales 1, 2 & 3 in the chart) collectively totaling 12,445 SF and forming the corner of Tulane and S. Johnson Street. Sales 2 & 3, which comprise everything but the 3,646 SF hard corner, were purchased for a total of $610,000, or $69.33/SF (plus demolition). The corner itself (Sale 1) was purchased in two quit claim transactions showing total consideration of $50,560. There were additional title and legal issues involved which cost the buyers well in excess of $100,000. As such, their actual cost of the corner parcel cannot be determined. Simultaneous with the purchase of the corner lot was a third quit claim transaction from Tulane Properties, LLC (Larry Jackson, Jr.) to Guy Olano in the amount of $35,000 for a 50% interest. Guy Olano is also shown to have extended a $220,000 mortgage loan to Tulane Properties, LLC in its purchase of Lot Z (Sale 3).

Sales 4, 5, 6, 7 & 8 are individual acquisitions made by Phillip L. Reed, MD, a local emergency room physician with an interest in real estate speculation. It is not known whether or not Dr. Reed was involved with Jackson and Mehranbeni from the start, but Sale 9 is the credit sale of the corner of Gravier and S. Galvez Streets (the subject property) to 2129-31 Gravier Street, LLC, which lists Kathryn T. Reed (Dr. Reed’s wife) and Larry V. Jackson, Jr. as its members.

Many of the purchases along S. Galvez Street made by Reed appear to be at very aggressive prices. In the case of Sale 9 (the subject acquisition), Reed and Jackson put $100,000 cash down. The $500,000 balance was financed by the seller with $100,000 due in six months and the remaining $400,000 balance paid over time at 6%. The second $100,000 was never paid, and the seller repossessed the property via foreclosure in June 2017. It is now listed for sale with Lanclos Realty for $550,000.
<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Location</th>
<th>Date</th>
<th>Purchaser</th>
<th>Recorded</th>
<th>Sale Price</th>
<th>Size (SF)</th>
<th>Price/SF</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2100 Tulane Avenue Lot X &amp; Parts of 1 &amp; 2</td>
<td>09/11/14</td>
<td>Tulane Properties, LLC (Amir Mehrabeni)</td>
<td>14-36165 15-19909</td>
<td>$50,560</td>
<td>3,646</td>
<td>$13.87</td>
<td>Two quit claims. Actual cost was much higher.</td>
</tr>
<tr>
<td>2</td>
<td>2104 Tulane Avenue Lots W &amp; Y</td>
<td>12/30/14</td>
<td>FSA Realty, LLC (Amir Mehrabeni)</td>
<td>15-00104</td>
<td>$410,000</td>
<td>5,823</td>
<td>$70.41</td>
<td>L shaped lot fronting Tulane &amp; S. Johnson. Price does not include buyer’s demo costs.</td>
</tr>
<tr>
<td>3</td>
<td>2112 Tulane Avenue Lot Z</td>
<td>01/30/15</td>
<td>Tulane Properties, LLC (Larry V. Jackson, Jr.)</td>
<td>15-04544</td>
<td>$200,000</td>
<td>2,976</td>
<td>$67.20</td>
<td>Vacant when sold except for slab of old building.</td>
</tr>
<tr>
<td>4</td>
<td>432-34 Tulane Avenue Lot X</td>
<td>06/24/15</td>
<td>Better Home Solutions, LLC (Phillip Reed, MD)</td>
<td>15-27396</td>
<td>$15,000</td>
<td>4,025</td>
<td>$3.73</td>
<td>Distressed sale which included a quit claim for any interest in Lot 9</td>
</tr>
<tr>
<td>5</td>
<td>437 S Johnson Street Lot 21</td>
<td>03/06/16</td>
<td>437 S Johnson St, LLC (Phillip Reed, MD)</td>
<td>16-09504</td>
<td>$180,000</td>
<td>4,025</td>
<td>$44.72</td>
<td>Vacant/paved parking lot when sold. Seller financed $165K @ 5½%.</td>
</tr>
<tr>
<td>6</td>
<td>424-26 S Galvez Street Lot D</td>
<td>03/31/16</td>
<td>424-26 S Galvez St, LLC (Phillip Reed, MD)</td>
<td>16-13115</td>
<td>$375,000</td>
<td>4,025</td>
<td>$93.17</td>
<td>Improved with ±3,500 SF two-story 4-plex when sold.</td>
</tr>
<tr>
<td>7</td>
<td>428-30 S Galvez Street Lot 6</td>
<td>03/31/16</td>
<td>428-30 S Galvez St, LLC (Phillip Reed, MD)</td>
<td>16-13114</td>
<td>$275,000</td>
<td>4,025</td>
<td>$68.32</td>
<td>Improved with ±2,100 SF double when sold.</td>
</tr>
<tr>
<td>8</td>
<td>436-38 S Galvez Street</td>
<td>03/31/16</td>
<td>436-38 S Galvez St, LLC (Phillip Reed, MD)</td>
<td>16-13113</td>
<td>$300,000</td>
<td>4,025</td>
<td>$74.53</td>
<td>Improved with ±2,600 SF double when sold.</td>
</tr>
<tr>
<td>9</td>
<td>2129-31 Gravier Street Lots 7, 8 &amp; Pts 6 &amp; 7 (Subject Property)</td>
<td>03/31/16</td>
<td>2129-31 Gravier St, LLC (Kathryn Reed &amp; Larry V. Jackson, Jr.)</td>
<td>16-13546</td>
<td>$600,000</td>
<td>10,146</td>
<td>$59.14</td>
<td>Improved with old auto repair shop. Seller carried $500,000 note. Foreclosed/repossessed on 6/15/17. Now listed for sale for $550,000.</td>
</tr>
</tbody>
</table>
On 6/19/17, Tulane Properties, LLC quit claimed its interest in Lot Z to Medvest Properties, LLC (Olano) for cancellation of its outstanding $220,000 mortgage (#2017-23990). On 8/08/17, Medvest sold its interest in Lot Z to FSA Realty, LLC (Amir Mehrabani) for $300,000 (#2017-31365).

It is evident from the preceding that the investor group attempting to assemble the subject square did not have the financial wherewithal it needed. At this point their future involvement in Square 519 is uncertain. Nonetheless, Square 519 remains a highly attractive development site which, at least for now, is entirely held by private ownership. It is certainly possible that another purchaser/developer may make an attempt to assemble all, or a significant portion of the square for redevelopment. Also of relevance is the June 2016 acquisition of 2132 Tulane Avenue for $1,000,000, or $83.51/SF of land. This an 11,975 SF site forming the corner of Tulane Avenue and S. Galvez Street. When sold it was improved with a relatively new restaurant facility which is now leased for $5,300/month. The buyer is a local investor who purchased the property for speculative holding.

The subject is a functional site in its own right. It can therefore either be utilized separately or as part of an assemblage. This makes the property more desirable from an investment perspective, since it is not solely dependant on how the adjoining properties are redeveloped. If assembled with those parcels fronting Tulane Avenue conceivable uses include mixed-use retail/residential apartments, or possibly a hotel. These types of uses may ultimately yield the greatest return to the land; however, as an alternative, the subject is of sufficient size to be developed with a medical clinic, medical office building, or some other type of medical-oriented use congruous with the surrounding medical district.

Based on all of the preceding discourse, it is concluded that the highest and best use of the subject property, as though vacant, is speculative holding for future assemblage with adjoining parcels for development of a large scale mixed-use retail/apartment project, or possibly a hotel. Surface level parking (in conjunction with adjoining parcels) is a viable interim use.
**Highest and Best Use as Improved**

The highest and best use of the existing improvements can be determined by utilizing the "marginal dollar" concept. This principle suggests that the subject site is developed to its highest and best use as long as the existing improvements contribute at least one additional dollar of value over the land value of the subject site as if unimproved.

As discussed, the subject improvements are generally in poor physical condition. Because the property has been vacant for well over one year, its legal non-conforming use status is now lost, i.e., automotive repair would not be permitted without a zoning change or special use permit. Any proposed renovation would have to comply with all current code requirements. In the preceding analysis of the property’s highest and best use as though vacant, it was discovered that there are a number of possible uses for this specific location driven by its proximity to the nearby medical complex, e.g., medical clinic or office use, a wholesale medical supply business, specialty destination retail, etc. Given the building’s concrete block/bar joists construction (which makes interior partitioning more flexible), along with its window fenestration along S. Galvez Street, it is conceivable that an investor or user may desire to renovate the structure for one of these or a similar type use. The question is whether or not a purchaser could justify paying anything above the value of the underlying land.

Data from four recent commercial building sales in the subject’s market area are summarized below:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Property Location</th>
<th>Date</th>
<th>Recorded</th>
<th>Sale Price (C.E.P.)</th>
<th>Bldg Size (SF-GBA)</th>
<th>No. Stories</th>
<th>Site Size (SF)</th>
<th>Land:Bldg Ratio</th>
<th>Gross Price/SF GBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>2231 St. Claude Ave</td>
<td>12/02/14</td>
<td>14-48931</td>
<td>$370,000</td>
<td>5,441</td>
<td>1</td>
<td>5,148</td>
<td>0.9:1</td>
<td>$68.00</td>
</tr>
<tr>
<td>B2</td>
<td>2270 St. Claude Ave</td>
<td>12/07/16</td>
<td>16-49534</td>
<td>$700,000</td>
<td>8,320</td>
<td>2</td>
<td>12,265</td>
<td>1.5:1</td>
<td>$84.13</td>
</tr>
<tr>
<td>B3</td>
<td>207 N. Broad Street</td>
<td>12/27/16</td>
<td>16-51983</td>
<td>$300,000</td>
<td>3,420</td>
<td>2</td>
<td>3,905</td>
<td>1.1:1</td>
<td>$87.72</td>
</tr>
<tr>
<td>B4</td>
<td>2320-22 Tulane Ave</td>
<td>04/28/17</td>
<td>17-13450</td>
<td>$350,000</td>
<td>3,572</td>
<td>2</td>
<td>3,572</td>
<td>1.0:1</td>
<td>$97.98</td>
</tr>
<tr>
<td>SUB</td>
<td>2129-31 Gravier St</td>
<td>09/01/17</td>
<td>(Value)</td>
<td>—</td>
<td>—</td>
<td>1</td>
<td>10,146</td>
<td>1.9:1</td>
<td>—</td>
</tr>
</tbody>
</table>

**COMPARABLE SMALL COMMERCIAL BUILDING SALES**
The commercial building sales presented in the chart on the previous page show a range in gross price per SF GBA from $68.00-$97.98.

**Building Sale #1** is a ±70-year-old concrete block/corrugated metal former automotive repair building which was purchased for $370,000 or $68.00/SF GBA for use as an art gallery/reception hall. When sold it was in average physical condition. The buyer minimally renovated it after the sale. This property’s specific location is within the Marigny/Bywater District, an area which has experienced a resurgence of renovation activity of late. The traffic count along St. Claude Avenue is considerably higher than it is near the subject at S. Galvez and Gravier Streets, making it slightly more attractive for retail/commercial use.

**Building Sale #2** is the December 2016 purchase of a ±65-year-old two-story furniture store building located at the corner of Mandeville Street one block from Building Sale #1. It sold for $700,000 or $84.13/SF GBA. When sold the building was in poor condition requiring total renovation. It had previously been occupied by Imperial Furniture Store. Again, this comparable has a slight locational advantage over the subject for retail/commercial use, however, it has a slightly smaller land:building ratio.

**Building Sale #3** is a ±70-year-old, two-story concrete block/steel commercial building fronting N. Broad Street two blocks north of Canal Street. It sold for $300,000, or $87.72/SF GBA in December 2016. When sold the ground level was vacant and gutted to the studs, while the second floor was rented to the adjacent gaming school for $1,000/month. The building features a covered drive-through lane to the rear parking area which has four striped spaces. Overall this property was superior to the subject in physical condition, but has a much smaller land:building ratio.

**Building Sale #4** is a ±70-year-old, two-story commercial building fronting Tulane Avenue two blocks from the subject, directly across from the University Medical Center. It sold for $350,000 or $96.69/SF GBA. At the time it had been used as a print shop and was generally in average physical condition. Although it has a much smaller land:building ratio, this property’s Tulane Avenue frontage gives it a significant locational advantage over the subject.

When considering all aspects of the subject property in the context of the comparable building sale data presented, a unit value within the range of $80.00-$84.00 per SF GBA appears best supported. This translates into a whole property value of $425,000-$452,000 for the subject. It is subsequently shown via comparable sales analysis that the value of the property as though vacant is approximately $445,000. This indicates that the existing improvements essentially contribute no measurable value to the site.

The trends and speculative land acquisition activity in and around the subject’s immediate location were previously documented. There is no way to predict when or if an assemblage involving the subject will occur; however, recent history suggests there is a strong chance it could. The mere possibility of this scenario almost certainly influences any prospective buyer’s perception of the property.

In view of all of the preceding discourse, it is concluded that the highest and best use of the subject property, as improved, is speculative holding for future assemblage/redevelopment, with possible renovation of the existing building for a medical-oriented or specialty destination retail purpose as an interim use.
VACANT LAND VALUATION

There are six recognized methods used to value vacant land: the Sales Comparison Approach, Allocation, Extraction, Subdivision Development, Land Residual, and Ground Rent Capitalization. When there are a sufficient number of sales of similar type properties, the most common and preferred technique is the Sales Comparison Approach. This method is used in this appraisal. Following is a summarization of the comparable data obtained:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Location</th>
<th>Sale Date</th>
<th>Recorded</th>
<th>Sale Price</th>
<th>Size (SF)</th>
<th>Zoning</th>
<th>Price/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>455 S. Galvez St, cor Gravier St (Lots W, X, Y, Z &amp; C, Sq. 527, First Dist)</td>
<td>09/15/14</td>
<td>14-36709</td>
<td>$385,000 ¹</td>
<td>11,717</td>
<td>MU-2 &amp; HU-B1A</td>
<td>$32.86</td>
</tr>
<tr>
<td>2</td>
<td>2132 Tulane Avenue (Lots 2, 11 &amp; 12, Sq. 519, q. 440, First District)</td>
<td>06/21/16</td>
<td>16-26357</td>
<td>$850,000 ²</td>
<td>11,975</td>
<td>MS &amp; HU-B1A</td>
<td>$70.98</td>
</tr>
<tr>
<td>3</td>
<td>526 S. Roman Street (Lot 27, Sq. 440, First District)</td>
<td>08/31/16</td>
<td>16-38735</td>
<td>$95,000 ³</td>
<td>3,594</td>
<td>MS &amp; HU-B1A</td>
<td>$26.43</td>
</tr>
<tr>
<td>4</td>
<td>123 S. Broad St, ±166 south of Canal St (Lots 16 &amp; 17, Sq. 607, First Dist)</td>
<td>01/05/17</td>
<td>17-00784</td>
<td>$397,000 ⁴</td>
<td>11,970</td>
<td>HU-MU</td>
<td>$33.17</td>
</tr>
<tr>
<td>5</td>
<td>1828 Gravier Street (SE corner of Gravier &amp; S. Roman Sts, Sq. 440)</td>
<td>03/15/17</td>
<td>17-10565</td>
<td>$55,000</td>
<td>1,902</td>
<td>MS &amp; HU-B1A</td>
<td>$28.92</td>
</tr>
<tr>
<td>Subj</td>
<td>417-435 S. Johnson Street (Lots 26-30, Square 519)</td>
<td>07/21/17</td>
<td>(Value)</td>
<td>—</td>
<td>10,146</td>
<td>MS &amp; HU-B1A</td>
<td>—</td>
</tr>
</tbody>
</table>

1. Recorded price of $560,000, less $175,000 allocated for existing ±65-year-old, 11,500 SF quonset warehouse
2. Recorded price of $1,000,000, less $150,000 allocated to existing ±6-year-old, 1,550 SF restaurant building
3. Recorded price of $187,000, less $92,000 allocated to ±68-year-old, 2,824 SF flood damaged building
4. Recorded price of $390,000, plus $7,000 demolition costs incurred by purchaser
Analysis of the Comparable Sale Data - Adjustments

Market Conditions (Time) – The comparable sales are relatively recent, dating back to September 2014, or 3 years ago. Commercial land values have escalated considerably in the past 3 years throughout New Orleans, particularly in and near the Medical District, as the UMC Hospital project has now come to fruition. The sales are adjusted upward by an annual rate of 5%.

With respect to zoning, the subject and Land Sales 2, 3 and 5 are zoned MS (Medical District) with HU-B1A and HUC overlays. Land Sales 1 and 4 are zoned MU-2 (High Intensity Mixed-Use) and HU-MU (Historic Urban Mixed Use), respectively, both also with the HU-B1A and HUC overlays. Permitted uses among these districts are reasonably similar and therefore warrant no direct adjustments.

At this point the locational and physical adjustments applied to each comparable are discussed in relative detail.

Land Sale #1 is the sale of the northwestern corner of S. Galvez and Gravier Streets (455 S. Galvez Street) which sold for $560,000 in September 2014. The site fronts 99.2' on Gravier Street by 120' depth and front on S. Galvez Street, with 11,717 SF. At time of sale the property was improved with a ±65-year-old, 11,500 SF GBA quonset style warehouse facility previously used for Mardi Gras float storage (Krewe D’Etat). Construction is steel and structural concrete block on slab, with asbestos roof panels. The buyer (Craig Boes) is a speculative investor with several other holdings in the area. After the sale he placed the building on the market for lease at $7,438/month Net. However, on 8/24/17, the for-lease listing was withdrawn, and the property was listed for sale for an asking price of $875,000. It remains vacant/unsold as of this writing. When allocating $175,000 ($15.22/SF) for the contributory building value, the residual paid for the land is $385,000, or $32.86/SF. This comparable’s specific location is inferior to the subject’s in that it located across S. Galvez Street further removed from the direct influence of the medical complex. It is also within a square of ground which has little assemblage potential due to the existing developments fronting Tulane Avenue. It is adjusted upward for time (market conditions) and for its inferior location.

Land Sale #2 is the acquisition of the southeastern corner of Tulane Avenue and S. Galvez Street which was purchased by a speculative investor in June 2016 for $1,000,000. The site is “L” shaped, fronting 66.6’ on Tulane Avenue, over 132.8 width in the rear, by 150.9’ on S. Galvez Street, over various other dimensions. Total site area is 11,975 SF. When sold the property was improved with a ±6-year-old, 1,550 SF GBA good quality restaurant facility and related site improvements. The property was listed with Lucy Chun of Re/Max Realtors in February 2016 for $1,400,000, and reduced to $1,200,000 one month later. Immediately after the sale the buyer placed the property back on the market for $1,500,000 for sale, or $6,000/month lease. It eventually leased for $5,300/month on 9/26/16 (recorded in #2017-26621). Allocating $150,000 for the improvements (including equipment), the residual price paid for the underlying land is $850,000, or $70.98/SF. This property is well positioned at a prominent intersection of Tulane Avenue and S. Galvez Street directly across from the UMC/VA hospital complex. It is therefore adjusted downward substantially for location. This is tempered slightly by an upward adjustment for the comparable’s inferior “L” shape.
Land Sale #3 is the LSUHSC’s August 2016 purchase of 526 S. Roman Street (Lot 27, Square 440). This is a 30' x 119.8' (3,594 SF) interior parcel which was improved with a ±68-year-old, 2,824 SF GBA, one-story commercial building last used as a restaurant. Like all nearby properties, the building had been inundated with 4'-5' of water during Katrina, and had also incurred some exterior wind damage. While small portions of the interior had been gutted, the property was allowed to sit unrepaired for ±11 years with active roof leaks, leading to further deterioration. Its overall condition was poor when sold. Allocating a “shell” value of $32.50/SF, or $92,000 (rounded) for the improvements, the indicated residual paid for the land is $95,000, or **$26.43/SF**. Although next the eastern side of LSUHSC’s campus, this comparable’s specific location is about two blocks south of Tulane Avenue, outside the direct influences of the UMC/VA hospital complex and Tulane Avenue corridor. It is adjusted upward for time, location, its interior (non-corner) configuration and its inferior shape/functional utility (narrow in relation to its depth).

Land Sale #4 is the January 2017 sale of a ±62.5' x 191' (11,970 SF) interior site fronting the western side of S. Broad Street about 166' southwest from Canal Street. When sold the site was improved with a former bank branch drive-thru canopy. A demolition permit was issued just prior to the sale at the end of December 2016 with a reported cost of $7,000. The effective price paid for the vacant site is thus $397,000, or $33.17/SF. This comparable is located in Mid-City, one-half block from Canal Street with considerable traffic. The subject still has a locational advantage, however, because of the influences of the surrounding medical complex and the speculative activity seen of late. Upward adjustments are therefore applied to this comparable for time, location and the subject’s corner advantage.

Land Sale #5 is LSUHSC’s March 2017 acquisition of a portion of Lot 24, which forms the southeastern corner of Gravier and S. Roman Streets in Square 440. The property measures approximately 30' x 60'/67' and was cleared/asphalt paved when sold. It had previously been used in conjunction with the adjoining parcels as a self-pay parking lot. It was purchased for $55,000, or $28.92/SF. Adjustments made to this sale are very similar to those applied to Sale #3, as its location is inferior to the subject’s, and its narrow (30') width limits its functional utility (as compared to the subject).

The preceding adjustment process is summarized in the chart below:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Sale Date</th>
<th>Price Per SF</th>
<th>Cond of Sale Adj</th>
<th>Adjusted Price/ SF</th>
<th>Time Adj</th>
<th>Time Adj Price/ SF</th>
<th>Location</th>
<th>Size/ Shape</th>
<th>Zoning</th>
<th>Corner</th>
<th>Adjusted Price/ SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>09/14</td>
<td>$32.86</td>
<td>0%</td>
<td>$32.86</td>
<td>14%</td>
<td>$37.46</td>
<td>15%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>$43.08</td>
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<td>$74.53</td>
<td>-50%</td>
<td>5%</td>
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<td>$27.75</td>
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<td>2%</td>
<td>$29.50</td>
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<td>10%</td>
<td>0%</td>
<td>0%</td>
<td>$44.25</td>
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</table>
Adjusted, the comparable sales render a range in indicated value for the subject (as though vacant) from $40.99 to $44.41. As discussed earlier in the Highest and Best Use section, there has been considerable speculative activity recently within Square 519. In all, nine separate properties (including the subject) were acquired from various owners, some at unprecedented prices. And while it appears this particular would-be developer’s project may be in jeopardy, the lingering effect is that surrounding property owners are citing these transactions as credible support for higher property values. This, along with Jeffrey Feil’s assemblage of an 82,603 SF site last year across Tulane Avenue in Square 577 at roughly $85/SF for development of a mixed-use retail/residential project, as well as several other private purchases nearby have affected property values throughout the Tulane Avenue corridor in the vicinity of the medical complex.

After considering all aspects of the subject property in the context of the data analyzed, and in view of extraordinary speculative market demand which exists for properties in the subject’s immediate location and throughout the surrounding medical complex, a unit value of $44.00 per SF is reconciled. The “As Vacant” market value of the site is calculated as:

\[
10,146 \text{ SF} \times 44.00 = 446,424 \text{ rounded to: } \$445,000
\]

As per the conclusion reached in the Highest and Best Use section, the existing improvements contribute no significant value to the site, but are also not considered a detriment, as the structure may be salvageable as an interim use until such time redevelopment of the site is economically justified.
ESTIMATE OF EXPOSURE AND MARKETING TIME

According to Statement on Appraisal Standards No. 6 (SMT-6), authorized by the by-laws of The Appraisal Foundation, Exposure Time is defined as follows:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure Time is always presumed to precede the effective date of the appraisal.

Exposure time differs from Marketing Time, which is defined as:

The amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal.

The reasonable marketing time is a function of price, time, use, and anticipated market conditions.

Based on analysis of the marketing histories of the comparable sale data, and from discussions with brokers, other appraisers and local real estate market participants, Exposure Time and Marketing Time for the subject property are both estimated at within 12 months.
ADDENDA SECTION
PHOTOGRAPHIC VIEWS OF SUBJECT

1. Front view of the subject property looking northeastward from within the intersection of S. Galvez and Gravier Streets.

2. View of property as it fronts along Gravier Street looking in the direction of Tulane Avenue.
PHOTOGRAPHIC VIEWS OF SUBJECT

3. Northern end of property as seen from S. Galvez Street. LSU Health Sciences Center buildings are visible in background.

4. Review view of building as seen from rear yard area looking south-southwestward.
5. Street scene looking northeastward on S. Galvez Street from its intersection with Gravier Street. Subject shown on right edge of photo.

6. Street scene on S. Galvez Street looking southwestward from neutral ground.
PHOTOGRAPHIC VIEWS OF SUBJECT

7. Front shop/store area within building. Note broken glass on floor evidently from vandals entering the unsecured building.

8. Rear warehouse area which is access via S. Galvez Street.
9. One of two shop/warehouse areas which are accessed via Gravier Street.

10. Covered work area in rear of building.
PHOTOGRAPHIC VIEWS OF SUBJECT

11. Typical restroom in shop area showing heavy wear and tear.

12. Restroom in front store/office area, again illustrating the building’s dilapidated condition.
BUILDING FLOOR PLAN

2129-31 Gravier Street
New Orleans, Louisiana 70119

Gross Building Area = 5,322 SF
Current Owners: Gary J. Leonard &
and Kelly Leonard Locicero
LEGAL DESCRIPTION OF SUBJECT PROPERTY

(Source: Recorded in N.A. #2016-13546, Orleans Parish Notarial Archives)

A CERTAIN LOT OR PORTION OF GROUND, situated in the FIRST DISTRICT of THE CITY OF NEW ORLEANS, in SQUARE NO. 519, bounded by Gravier, Galvez, Johnson Streets and Tulane Avenue, which said Lot forms the corner of Gravier and Galvez Streets and measures 38 feet, 5 inches front on Gravier Street, by a depth and front on Galvez Street of 120 feet between parallel lines and is designated by the NO. 8.

A CERTAIN PIECE OR PORTION OF GROUND, situated in the same district and square, as the above described property, and which adjoins the above described property, and measures 1 foot, 6 inches front on Gravier Street, by a depth of 120 feet between parallel lines.

A CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging and appertaining, situated in the FIRST DISTRICT of this city, in SQUARE NO. 519, bounded by Gravier, Common, Johnson and Galvez Streets, which said Lot measures 18 feet, 6 inches front on Gravier Street, by 120 feet in depth, between parallel lines, forming part of the ORIGINAL LOT NO. 7, according to a plan drawn by L. Bringer, Surveyor, dated April 20, 1839, deposited in the office of D. L. McCay, formerly a Notary Public of this city.

A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes and advantages thereunto appertaining and belonging, situated in the FIRST DISTRICT of this city, in SQUARE NO. 519, bounded by Gravier, Galvez, Tulane Avenue (formerly Common) and Johnson Streets. Said Lot is formed out of the adjoining PARTS OF LOT NOS. 6 AND 7 as per plan drawn by L. Bringer, late surveyor general, dated April 20, 1839, deposited in the records of D. L. McCay, late Notary in this city, said Lot measures 27 feet, 6 inches front on Gravier Street by 120 feet in depth.

Being the same property acquired Gary J. Leonard and Kelly Leonard Locicero by Judgment of Possession, dated 5/17/2010 and recorded at NA# 2010-19768 in the records of Orleans Parish, LA.
EDUCATION:

Marion Abramson Senior High School, New Orleans, 1978
B.S. Degree in Finance, University of New Orleans, 1984

PROFESSIONAL DESIGNATIONS/CERTIFICATIONS/POSITIONS:

MAI Designation - Appraisal Institute, Certificate No. 8527
SRA Designation (Senior Residential Appraiser) - Appraisal Institute
Louisiana General Real Estate Appraiser License No. G0478
Louisiana Chapter Regional Representative, Region IX, Appraisal Institute, 2002-2009

REAL ESTATE COURSES COMPLETED:

Principles of Real Estate - University of New Orleans
Residential Property Valuation - University of New Orleans
Income Property Analysis - University of New Orleans
Course I01 - Society of Real Estate Appraisers
Course I02 - Society of Real Estate Appraisers
Capitalization Theory & Techniques (A) - American Institute of Real Estate Appraisers
Capitalization Theory & Techniques (B) - American Institute of Real Estate Appraisers
Case Studies in Real Estate - American Institute of Real Estate Appraisers
Valuation Analysis and Report Writing - American Institute of Real Estate Appraisers
Standards of Professional Practice, Part A, B & C - Appraisal Institute
Real Estate Appraisal Principles - American Institute of Real Estate Appraisers
Basic Valuation Procedures - American Institute of Real Estate Appraisers

QUALIFIED AS AN EXPERT WITNESS IN THE FOLLOWING JURISDICTIONS:

Orleans Parish Civil District Court, Louisiana
Lafourche Parish 17th Judicial District Court, Louisiana
United States Bankruptcy Court, Eastern District of Louisiana

RECENT CONTINUING EDUCATION SEMINARS/COURSES:

Fall Commercial Real Estate Symposium 2006 - CCIM Louisiana Chapter, 11/06
Strategizing to Rebuild New Orleans - University of New Orleans, 03/07
Uniform Standards of Professional Appraisal Practice 2007 Update - L.R.E.C., 10/07
The Crescent City At Its Turning Point - Economic Outlook & R.E. Forecast - UNO/Latter & Blum, 4/08
Analyzing Distressed Real Estate - Appraisal Institute, 09/08
Spotlight on USPAP: Hypothetical Conditions & Extraordinary Assumptions - Appraisal Institute, 09/08
Condemnation Appraising: Principles & Applications - Appraisal Institute, 05/09
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) - Appraisal Institute, 12/09
Economic Outlook & Real Estate Forecast: Speed Bumps on the Road to Recovery - UNO, 4/10
Residential Appraisal Update: Staying Competent in a New Decade - Appraisal Institute, 1/11
2011 Economic Outlook and Real Estate Market Forecast - University of New Orleans, 06/11
Appraising Convenience Stores - Appraisal Institute Online Education, 12/11
Fundamentals of Separating Real, Personal Property and Intangible Business Assets, Appraisal Institute, 03/12
Marketability Studies: Six-Step Process & Basic Applications, Appraisal Institute, 11/12
Advanced Spreadsheet Modeling for Valuation Applications - Appraisal Institute, 08/13
Business Practices & Ethics - Appraisal Institute Online Education, 12/13
Uniform Standards of Professional Appraisal Practice 2014-15 Update - Appraisal Institute, 01/14
Business Practices & Ethics - Appraisal Institute, 12/14
2015 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 5/15
Contract Rent or Effective Rent: Finding the Real Rent - Appraisal Institute, 04/16
Uniform Standards of Professional Appraisal Practice 2016-17 - Appraisal Foundation, 04/16
What’s Up in Technology - Appraisal Institute, 10/16
2017 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 5/17
2017 Northshore Economic Outlook & Real Estate Market Forecast - University of New Orleans, 6/17
APPRAISAL EXPERIENCE:

Mar.'81 - Dec.'84  Commercial and residential field and appraisal work for various local appraisers

Jan.'85 - Present  Independent fee appraiser/consultant d/b/a Bird & Associates (a sole proprietorship). Presently engaged in the appraisal and analysis of all types of real estate for mortgage financing, sales/acquisitions, estates and successions, state and federal right-of-way/acquisition projects, lease renewals, highest & best use determinations, property partitions, partial interest valuations and property value disputes.

PARTIAL LIST OF CLIENTS SERVED:

AFC Enterprises, Atlanta, GA
Albert F. Widmer, Jr., Attorney at Law
American Bank & Trust, New Orleans, LA
American General Insurance Company
American Savings and Loan-Stockton, CA
Amresco Capital, L.P., Dallas, TX
Arbor National Mortgage Corporation, NY, NY
Citcorp, St. Louis, Mo.
Bank of America, Houston, TX
Board of Commissioners of the New Orleans Levee District
Bert Pigg, Attorney at Law
Capital One Bank, New Orleans, LA
GCR, Inc., New Orleans, LA
Charles N. Miller, Attorney at Law
Chase Manhattan Mortgage Corporation
City of New Orleans, Board of Review
Commercial National Bank of Baton Rouge
CSX Realty, Jacksonville, Florida
Coldwell Banker Relocation Company
Commercial National Bank, Baton Rouge, LA
Coopers & Lybrand, Dallas, TX
Crossland Federal Savings Bank, Brooklyn, NY
David Kerstein, Attorney at Law
David Stone, Attorney at Law
Didriksen Law Firm, New Orleans, LA
East Jefferson General Hospital, Metairie, LA
Erickson, Krentel, Canton & LaPorte, C.P.A.’s
Evangelical Lutheran Church in America
Exxon Company, U.S.A., Houston, Texas
FDIC-Dallas, TX, Consolidated Office
Fireman’s Fund Mortgage Corporation
First Bank & Trust, New Orleans, LA
First Fidelity Bancorporation, Newark, New Jersey
First Southern Savings Bank, Ashboro, NC
Federal Express Corporation
Federal National Mortgage Association, Atlanta, GA
Glenn Wilson, Lakeside Shopping Center, Metairie, LA
Gordon, Arata, McCollam, Duplantis & Egan, Attys
Grambling State University
Hancock Bank, Metairie, La.
Hunt Oil Company, Dallas, TX
Kilbern/Young Asset Management Co., Atlanta, GA
Jack C. Benjamin, Attorney at Law
Jefferson Parish Sheriff’s Office, Harvey, LA
John H. Gniady, Attorney at Law
John C. Hose, Attorney at Law
J.P. Morgan Chase Bank, New Orleans, LA
Lawyers Title Insurance Company, Richmond, VA
Laurance Eustis Mortgage Corp., New Orleans, LA
Lemle & Kelleher, LLP, New Orleans, LA
Louis G. Dutel, Jr., Attorney at Law
Louis J. Roussel, III, Attorney at Law
Louisiana State Dept. of Facility Planning & Control
Louisiana State Dept. of Economic Development
Lutheran Church in America, Chicago, IL
Marianne Koorie, Attorney at Law
Merrill Lynch Relocation Company
Momentum Corporation, Bellevue, WA
Minnesota Mutual Life Insurance Company
New Orleans’ Firefighter’s Pension & Relief Fund
New York Life Insurance Company
National Life Insurance Company
Norfolk Southern Railway Corporation
Omni Bank, Metairie, LA
Orleans Parish School Board
Port of South Louisiana, Laplace, LA
Parish of Jefferson, Louisiana
Parish of St. Charles, Louisiana
Patrick J. Berrigan, Attorney at Law
Peter Thompkins, Attorney at Law
PHH Homequity Relocation Company
Robert W. Tillery, Attorney at Law
Raymond Brandt, Attorney at Law
Regions Bank, New Orleans, LA
Resolution Trust Corporation, Baton Rouge, LA
Simon Asset Management Group, Dallas, TX
Tenet Healthcare Corporation, Dallas, TX
Town of Gramercy, Louisiana
University of New Orleans Foundation
U.S. Dept. of Housing & Urban Development
U.S. Army Corps of Engineers, Miss. Valley Division
U.S. Postal Service - FSO, Dallas, TX
Wal-Mart Corporation, Bentonville, Arkansas
Western Mortgage Corporation, Salt Lake City, Utah
Whitney National Bank, New Orleans, LA
William J. Lucas, Attorney at Law
To: Members of the Board of Supervisors  

Date: October 4, 2018  

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

A.2 The transfer of title or ownership to any immoveable property to or from the Board, whether by sale, assignment, donation, or other mechanism. 

1. Summary of the Matter 

The LSU Health Sciences Center – New Orleans (LSUHSC-NO), in support of its mission, proposes to purchase the non-State-owned parcels of land adjacent to LSUHSC-NO property in the attached documents titled “LSU Health Downtown Campus” and “Squares 499 and 518 Parcel Ownership Information.” 

The first of the parcels available currently is that located at 508 and 510 Galvez Street, New Orleans and is depicted on the attached drawing titled “Square 518 Lots 508 & 510.” The proposed purchase price is $240,000 and is based on an appraisal conducted by Bird & Associates on June 27, 2018. The final price will be negotiated per Division of Administration guidelines. 

This transaction is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings. The property is adjacent to the LSUHSC-NO campus and within the scope of its Master Plan as part of the nine-block area that is the focus of an ongoing land acquisition project. Previously, the Board of Supervisors at its December 9, 2016 meeting approved the purchase of several other privately owned (i.e. not State owned) parcels within another adjacent city block (Square 440). 

With this authority, LSUHSC-NO proposes to also purchase the other remaining parcels within Squares 499 and 518, as they become available, per the authority vested in the Division of Administration. 

2. Review of Business Plan 

The funds for the transaction are from LSUHSC-NO’s unrestricted funds. 

3. Fiscal Impact 

The purchase of this tract will increase the property holdings of the Board of Supervisors in the LSUHSC-NO’s downtown campus area. The proposed purchase price is $240,000 and is based on an appraisal conducted by Bird & Associates on June 27, 2018. The final price will be negotiated per Division of Administration guidelines.
4. Description of Competitive Process

The purchase price of the land is based on current market value, as determined by a current appraisal.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

An Act of Sale will be entered into between the current owner and the Board of Supervisors of Louisiana State University and Agricultural College once the recommendation to purchase has been approved by the Board.

8. Conflicts of Interest

None.

ATTACHMENTS

I. Letter from Chancellor Hollier
II. LSU Health Downtown Campus map
III. Legend Map of Squares 499 and 518 with Parcel Ownership Information
IV. Summary Appraisal Report by Bird & Associates, dated June 27, 2018

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to purchase the non-State owned lots in Squares 499 and 518 in the First District of New Orleans, listed above, the first of which, with street address of 508 and 510 Galvez Street, New Orleans, LA 70112, is to be purchased immediately, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s). The final price will be negotiated per Division of Administration guidelines.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in said approval to purchase said property any terms and conditions that he may deem in the best interest of the Board of Supervisors.
TO: F. King Alexander
President, LSU System

FROM: Larry Hollier
Chancellor

RE: Recommendation to Approve the Purchase of Land in Squares 499 & 513, First District, New Orleans

Attached for your review is a resolution to approve a proposed purchase of land in Squares 499 & 518 in New Orleans. These are non-State owned lots adjacent to the LSU Health Sciences Center – New Orleans (LSUHSC-NO). The purchase of this property is part of LSUHSC-NO's effort to improve campus security and to construct future academic buildings, and is consistent with LSUHSC’s Master Plan.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their October 2018 meeting agenda.

Please do not hesitate to contact me should you require additional information.

Enclosures
The state owns 102,874 square feet or 90% of square 499.
SQUARE 499

LOTS: 2075

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<th>Estimated Land Price</th>
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<td>2075</td>
<td>LYNCO INC.</td>
<td>2075 Poydras Street</td>
<td>3,960</td>
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combined parcel

combined parcel
SQUARE 499

LOTS: 2067

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<td>2067</td>
<td>J. F. Deboisblanc</td>
<td>2067 Poydras Street</td>
<td>7,260</td>
<td>$-</td>
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The state owns 92,790 square feet or 78% of square 518.
### Lot Information

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<td>2113</td>
<td>2117 PERDIDO, LLC</td>
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<td>2117 PERDIDO, LLC</td>
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SQUARE 518

LOTS: 2127

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<td>2127</td>
<td>SJK Assets</td>
<td>2125 Perdido Street</td>
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SQUARE 518

LOTS: 544

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<td>544</td>
<td>Castrogiovanni Family, LLC</td>
<td>544 South Galvez Street</td>
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# SQUARE 518

## LOTS: 508

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<tr>
<td>508</td>
<td>Michael J. Clark</td>
<td>508 South Galvez Street</td>
<td>3,000</td>
<td>3000</td>
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REAL ESTATE APPRAISAL REPORT
508-10 S. Galvez Street, New Orleans, La. 70119
(Lot 9, Square 518, First District)
Owner: Michael J. Clark
LSU Health Science Center
PO #00384449 / Req #0052516

EFFECTIVE DATE OF VALUE
June 27, 2018

PREPARED FOR
LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

PREPARED BY
Bradley D. Bird, MAI, SRA
Louisiana Certified General Real
Estate Appraiser License #G0478

Bird & Associates
512 North Causeway Boulevard
Metairie, Louisiana 70001
Google Earth Aerial View of Subject Property and Surrounding Area

(Site boundaries in red approximated by appraiser)
July 19, 2018

LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

Re: REAL ESTATE APPRAISAL REPORT
508-10 S. Galvez Street, New Orleans, La. 70119
(Lot 9, Square 518, First District)
Owner: Michael J. Clark
LSU Health Science Center
PO #00384449 / Req #0052516

Ladies & Gentlemen:

Pursuant to your request, I herewith submit an appraisal report of the above referenced property for the purpose of determining its current market value.

The appraised real estate consists of a 30' x 100' (2,952 SF) MS-Medical zoned parcel of land improved with a ±110-year-old, 1,817 SF GLA “shotgun double” residential building which is currently rented to two local families. This structure, which was inundated and heavily damaged during Hurricane Katrina almost 13 years ago, has since been fully renovated and is presently in average-good physical condition.

As a result of the research and analyses undertaken herein, it is my considered opinion that as of June 27, 2018 the Market Value of the Fee Simple Interest in the subject property (Non-Movable Real Estate Only), in Existing Condition, was approximately:

Two Hundred Forty Thousand Dollars
($240,000)

It is further my considered opinion that if realistically priced and professionally marketed, the subject property can be sold for the appraised value in a Marketing Time of within three months. Exposure time is also estimated to have been within three months.

This letter of transmittal only serves to report the final value estimate conclusion reached in the full narrative appraisal which follows and must not be misconstrued to represent a complete appraisal in and of itself.
Thank you very much for the opportunity to be of service. If you have any questions or comments concerning the value conclusions or the data and/or the techniques used in the analysis, please advise.

Respectfully Submitted,

Bradley D. Bird, MAI, SRA
Louisiana Certified General Real Estate Appraiser License #G478

BDB/me
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### ADDENDA SECTION

Photographic Views of Subject  
Legal Description of Subject Property  
Photographs of the Improved Comparable Sales  
Professional Qualifications of Bradley D. Bird, MAI, SRA
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Date of Value Estimate: June 27, 2018 (appraiser’s most recent inspection date)

Property Rights Appraised: Fee Simple Interest

Property Location: Downtown New Orleans, just outside the Central Business District in what is known as the “Medical District.”

Property Description: A 30' x 100' (2,952 SF) parcel of land improved with a ±110-year-old, 1,817 SF GLA, one-story, raised wood-frame “shotgun” style residential duplex. The property was flooded and heavily damaged in 2005 during Hurricane Katrina, but subsequently repaired and renovated. It is now fully occupied with two local tenants. The overall physical condition of the property is rated as average-good.

City/Parish Zoning: MS, Medical Services District

Highest and Best Use: Continued use as a two-family residence, with the longer term prospect of being assembled with the adjoining land in Square 519 for large-scale medical oriented redevelopment.

Final Value Conclusion: $240,000

Exposure/Marketing Time: Within 3 months
This appraisal report is subject to the following assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.

1. Possession of this report, or a copy thereof, does not carry with it the right of publication. This report is prepared for the sole and exclusive use of the client identified in the report, and it may not be used for any purpose other than that which is specified in the report. No third parties are authorized to rely upon this report without written consent of the appraiser, and in any event, only in its entirety.

2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

4. Responsible ownership and competent property management are assumed.

5. The information furnished by others is believed to be reliable. No warranty, however, is given for its accuracy.

6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local government regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
12. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in questions unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's client, through advertising, solicitation materials, public relations, news, sales, or other media without the prior consent and approval of the appraiser, particularly as to valuation conclusions, the identity of the appraiser, or any reference to affiliation with any professional appraisal organization or designation. Further, the appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of this assignment.

15. No responsibility is assumed for political, social or economic changed conditions which could have an effect on real estate value, which changes take place after the date of this valuation.

16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field, if desired.

17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA; the appraiser is not professionally qualified to accomplish this task. Further, no formal study, as accomplished by qualified experts, has been provided to the appraiser, nor is one known to exist. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the possibility of non-compliance with the requirements of ADA was not considered in estimating the value of the property.
CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this report are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.

(3) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

(4) I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

(5) My engagement in this assignment was not contingent upon developing predetermined results.

(6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the State of Louisiana for State Certified Appraisers, and the Standards of Professional Practice of the Appraisal Institute.

(8) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Louisiana relating to review by the appraisal subcommittee of the Louisiana Real Estate Commission.

(9) I have made a complete personal inspection of the subject property, and an exterior inspection of all comparables presented in the analyses.

(10) James C. Ruffin, Louisiana Certified Residential Real Estate Appraiser License #R684, provided significant professional assistance in the preparation and development of this appraisal report. His contribution included assistance with the physical inspection, and the selection and analysis of the improved residential comparable sales.

(11) As of the date of this appraisal, Bradley D. Bird has completed the requirements under the continuing education programs of the Appraisal Institute.

(12) The appraiser has previously appraised similar type properties to that which is the subject of this report.

(13) I have not performed any professional real estate services relative to the subject property within the three-year period preceding the acceptance date of this assignment.

(14) This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

____________________________________________
Bradley D. Bird, MAI, SRA             July 19, 2018
Louisiana Certified General Real
Estate Appraiser License #0478
DISCUSSION OF THE APPRAISAL ASSIGNMENT

This appraisal is of the current market value of the fee simple interest in the real property identified as 508-10 S. Galvez Street, New Orleans, Louisiana. This is a 2,952 SF MS-Medical zoned parcel of land improved with a ±110-year-old, one-story, ±1,817 SF GLA residential duplex which is adequately maintained and fully rented to two local families.

Market conditions in the immediate area of the subject property have improved sharply in recent years. Activity within the surrounding LSU Health Science Center complex is brisk. In 2012, the Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. Of utmost importance is the recent completion of the $2 billion UMC Medical Complex developed on the other side of Tulane Avenue. The entire project area comprises ±70 acres and is bounded by South Claiborne and Tulane Avenues, and South Rocheblave and Canal Streets. The LSU facility has 424 beds and has replaced the old Charity Hospital as a teaching and treatment center. The VA Hospital, is a 200-bed hospital designed to replace its storm-damaged facility on Perdido Street. This project has significantly changed the market dynamics on all real estate in this section of the city, including the subject.

REPORT PREPARED FOR (Client): LSUHSC New Orleans
Atten: HSC Activities
Physical Plant Administration
1901 Perdido Street, Box P2-3
New Orleans, LA 70112

REPORT PREPARED BY (Appraiser): Bradley D. Bird, MAI, SRA
Bird & Associates
512 North Causeway Boulevard
Metairie, Louisiana 70001

SUBJECT PROPERTY:
508-10 S. Galvez Street, New Orleans, La. 70119
PO #00384449 / Req #0052516

Property is legally identified as:
Lot 9, Square 518 First District, City of New Orleans, State of Louisiana

An image of the complete legal description included in the Judgement of Possession dated 1/02/03, recorded as Inst. #2003-04194, City of New Orleans Conveyance Office, is included as an exhibit in the Addenda section of this report.
PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the subject real property (non-movable real property only) in its existing physical condition as of the effective date specified herein.

DEFINITION OF MARKET VALUE

Market Value is defined by the United States Treasury Department, Comptroller of the Currency 12 CFR part 34, 34.2 (f), as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(a) Buyer and seller are typically motivated;
(b) both parties are well informed or well advised, and acting in what they consider their own best interest;
(c) a reasonable time is allowed for exposure in the open market;
(d) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
(e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property rights appraised are of the Fee Simple Estate. Fee Simple Ownership is defined in The Appraisal of Real Estate, 13th Edition, published by the Appraisal Institute in 2008, Page 114, as "...an absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power, and escheat." It is an inheritable estate.
The Scope of Work is the type and extent of research and analysis in an appraisal assignment. The scope of the appraisal includes, but is not limited to, the following:

the extent to which the property is identified;
the extent to which tangible property is inspected;
the type and extent of data researched; and
the type and extent of analysis applied to arrive at opinions or conclusions.”

The appraisal problem is solved by effective application of the Appraisal Process, a logical framework of three steps common to the appraisal of real property as well as to scientific research and economic analysis, in general. The steps, specific to the appraisal process as defined by USPAP, are:

1) Identify the problem to be solved;
2) Determine and perform the scope of work necessary to develop credible assignment results, and;
3) Disclose the scope of work in the report.

An appraisal is not an economic or feasibility analysis, title opinion, ground survey, environmental study, engineering or structural or geologic analysis, or an analysis of mineral rights. An appraiser is not an accountant, attorney, surveyor, engineer, chemist, contractor or building inspector.

NOTE: For the purposes of this report, the word “inspect” means “…visit; look over…” The appraiser does not perform an inspection of structure, systems, etc. Only readily-observable conditions are noted; concealed conditions may exist and the appraiser does not perform “invasive” inspection methods (not even to the extent of looking “under or on top of” property components).

It is beyond the scope of this report to expect the appraiser to:

A) Hire an attorney to check the title to the property and discover any defects in the title or any lessening of the “fee simple” rights caused by deed restrictions, leases, mineral leases and/or surface rights, easements, right of ways, etc. Only those noted in this report are considered. The existence of such restrictions beyond those noted in the report may be cause for reconsideration of the value conclusion.

B) Hire an engineer to survey the property to ascertain exact dimensions, areas, and boundaries.

C) Hire an expert to perform soil borings and/or analysis to determine the adequacy of the load bearing capacity or fertileness of the soil, or existence of jurisdictional wetlands.

D) Hire an expert to discover the existence of any structural defects, or hazardous materials on, under, near or within the property.

To Determine then Perform the scope of work necessary; the appraiser’s research must be properly focused and successfully executed in order to produce accurate and representative information from objective, unbiased sources. The appraiser plans the appraisal then executes that plan.
SCOPE OF WORK (Continued)

Common Sources of Data:

(1) Conveyance Records  
(2) Multiple Listing Service  
(3) DeedFax  
(4) Interview with Knowledgeable Persons  
(5) Appraiser's File Records

When complete, the appraiser’s Scope of Work will be revealed, or disclosed, in the report document. The appraiser’s analysis and conclusion entails the application of various economic techniques together with appraisal judgment in consideration of pertinent data, producing a final objective unbiased conclusion for the real estate that is the subject of this summary appraisal report.

The Problem to be Solved

The appraisal problem, simply defined, involves estimating the current Market Value of the Fee Simple Interest in the subject property in its Existing Condition.

The Scope of Work Necessary to Develop Credible Assignment Results

The property is identified by municipal address, legal description, plot plan, area maps, etc., and then “inspected” (see definition of “inspected”) by the appraiser. The subject property was most recently inspected, measured and photographed by the undersigned appraiser on June 27, 2018. Research in available databases was performed to reveal any additional information available about the subject, including Realtors®, MLS® and courthouse record research.

The Type and Extent of Data Researched

Courthouse, MLS® and brokers records were researched for sales and leases of similar “comparable” properties. Criteria for research of comparable data includes, but is not limited to, “date of sale”, location or proximity, physical characteristics including age, condition, construction type, size, quality and use/utility, and any special conditions of sale (e.g., special financing).

The Type & Extent of Analysis Applied to Arrive at Opinions or Conclusions

An analysis was made of the subject property in an attempt to estimate its highest and best use in the market area as of the date of appraisal. Next, the data was analyzed by comparison of the criteria described above with respect to the subject and comparables. Additionally, the surrounding area and neighborhood in which the property is located was analyzed. Particular attention was given to the development and use trends prevalent in the area.
In the valuation of real estate, the normal procedure is to apply the three (3) commonly accepted approaches to value, i.e., the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. When certain approaches are not applicable, the appraiser addresses the reason(s) in the appraisal. In the immediate case, the subject is an 1,817 SF GLA shotgun double (residential duplex) situated on a 30’ x 100’ (2,952 SF) MS zoned lot. The house is adequately maintained and fully rented. What makes this property unique is that it is situated within an immediate area that has experienced numerous speculative acquisitions of late. The entire Tulane Avenue corridor between S. Claiborne Avenue and S. Broad Street is in a state of transition from older motels and small businesses to larger scale mixed-use developments (e.g., high density retail, apartments, offices, etc.). All of this activity is taking place in direct response to the recent completion of the new University Medical Center and VA Hospital complex. The subject is on the fringe of this activity in a square of ground which has been gradually acquired over the past 40 years by the LSU Health Sciences Center. The Sales Comparison Approach, which is generally the most applicable and reliable method for appraising improved properties such as the subject, is used as the sole approach to value.

The entire scope, direction and content of this appraisal is prepared in accordance with the Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all dictates and guidelines set forth by the Uniform Standards of Professional Practice of the Appraisal Foundation (USPAP), Louisiana Certified Real Estate Law, and requirements of the Office of the Comptroller of the Currency appraisal regulations, 12 CFR Part 34 (Title XI of FIRREA) and 12 CFR Part 7.3025. This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses and conclusions. Additional supporting documentation is retained in the appraiser's file.

All comparable sale data presented in this report were verified from courthouse conveyance records (when recorded) and by interviews with either the seller, buyer and/or broker handling the transaction. The comparable data research and collection process was done by review of published data sources such as Deedfax, Multiple Listing Service (MLS), broker flyers and offering lists, and from interviews with local brokers, appraisers and property owners.

**INTENDED USER(S) OF REPORT:** LSU Health Sciences Center - New Orleans

**INTENDED USE OF REPORT:** To establish a basis for negotiating the possible acquisition of the subject property.

*Use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.*

**EFFECTIVE DATE OF VALUE:** June 27, 2018

**DATE OF REPORT:** Report was researched, formulated and written between June 25, 2018 and July 19, 2018.

**OWNERSHIP OF RECORD:** Michael J. Clark
SALES HISTORY OF THE SUBJECT PROPERTY

The subject property has not transferred ownership within the three-year period immediately preceding the effective date of this appraisal. Orleans Parish courthouse records indicate that the property was acquired by the current owner, Michael John Clark, on 1/02/03, from the Succession of Dorothy Ross Brister (recorded in N.A. #2003-04194).

As of this writing the subject property is not being publically marketed for sale or lease. Each unit is currently leased. Unit #508 is rented for $975 with a Section 8 tenant. Unit #510 is rented for $1,000 per month, also Section 8.
AREA/CITY ANALYSIS

The subject is located within the city of New Orleans. Prior to Hurricane Katrina in August 2005, New Orleans and its surrounding suburbs comprised a major metropolitan area with total population exceeding 1.3 million (Source: Louisiana Tech University, July 1, 2005, intercensal estimate). Hurricane Katrina’s impact on the population of the New Orleans metropolitan area was profound. According intercensal data compiled by the U.S. Census Bureau, as of July 1, 2017, the number of people residing in Orleans Parish was 393,292, or 87% of the pre-Katrina count of 452,170. This is up 0.46% from the prior year and 13.1% from the official U.S. Census estimate of 347,907 made as of July 1, 2010. Of particular significance is that for the first time since Katrina, more people moved out of New Orleans to other parts of the country than came into the city from other communities. The minor growth experienced in the past year is attributed to births and international immigration.

The local economy is diversified, but heavily influenced by oil & gas exploration and production. Between 1985-90, weak crude oil prices worldwide sent Louisiana into a severe recession. The industry began to rebound in 1992 with the aid of rising oil & gas prices, technological advancements that make drilling and completing wells more profitable (three-dimensional seismic technology), and later, new tax incentives for deep water wells (the Deep water Royalty Relief Bill). On July 11, 2008, oil reached an all-time high at $147.27 per barrel. Many analysts attributed this to a weakening U.S. dollar, coupled with speculation on oil futures. The global recession and falling demand sent oil again tumbling in 2009, with prices falling to just under $34 per barrel in mid-February, and slowly climbing thereafter. Between 2011 and early 2014, prices meandered somewhat, but overall, hovered near $100/barrel. The expansion of shale fracking and rising global inventories contributed to a downward erratic price trend which began 2014. More recently prices have increased slightly in response to reimposed sanctions on Iran and other concerns in the Middle East. On 7/18/18, the WTI spot price of oil closed at $68.76 per barrel (Source: Bloomberg.com). With the uncertain global economy, fluctuations in the U.S. dollar, political unrest in oil producing nations, and inconsistent supply/demand issues, further volatility in the oil market is likely in the future.

Another major component of the local economy is tourism. The Morial Convention Center (MCC) in downtown New Orleans contains over 1.1 million SF of contiguous space. Prior to Katrina, UNO's Division of Economic Research estimated the MCC’s total economic impact to the New Orleans metropolitan area at over $2 billion annually. The storm took an immediate toll on local tourism, but it has since rebounded. According to the New Orleans Convention & Visitors Bureau, tourism in New Orleans peaked in 2004, with 10.1 million visitors spending a total of $4.9 billion. Following Katrina in 2006, the city saw this decline to 3.7 million visitors spending $2.8 billion. The NOCVB reports that in 2015, 9.78 million visitors were counted spending $7.05 billion, the highest amount ever. The former Fairmont Hotel underwent a $135 million renovation in 2009 and later reopened as The Roosevelt. In October 2011, Hyatt Hotels Corporation completed a $275 million revitalization of the Hyatt Regency, next to the Superdome. Flight volume at Louis Armstrong Airport continues to improve. New Orleans Aviation Board statistics show that for the year 2017 total passenger volume was 12,009,512, an all-time record and an increase of 870,091 (+7.8%) from 2016.
Avondale Shipyards on the west bank of Jefferson Parish, a wholly owned subsidiary of Northrop Grumman, was once the largest private employer in the region with approximately 6,800 employees. On July 13, 2010, Northrup announced that it would close the Avondale yard in 2013 and consolidate its shipbuilding activities at its Pascagoula, Mississippi yard. The final Navy ship built at Avondale, the Somerset, was completed on February 3, 2013. Northrop subsequently shut down the facility, and in mid-2015, placed it on the market for sale. In all the site contains about 206 acres of heavy industrial zoned land, along with 7,900 linear feet of Mississippi River frontage. Local and state leaders have been working to find another user for the facility. The Port of New Orleans is said to be looking at the site, possibly for use as a breakbulk terminal. It remains vacant and available for sale as of this writing.

According to the Louisiana Department of Labor, just prior to Hurricane Katrina, total nonfarm employment in the New Orleans MSA was 609,600. In the immediate aftermath of the storm, an estimated 216,000 jobs were lost, representing about 35% of the regions employment. Slow but steady job growth resumed in 2006. The May 2018 estimate is 585,800 jobs. The MSA added 2,800 jobs over the month and added 4,400 jobs over the year. Construction added 500 jobs over the month. Manufacturing lost 400 jobs over the month but added 800 jobs over the year. Trade, transportation, and utilities added 1,000 jobs over the month and 100 jobs over the year, with the retail trade subsector adding 500 jobs over the month. Information lost 1,300 jobs over the year.

Professional and business services added 400 jobs over the month and gained 500 jobs over the year. Education and health services lost 600 jobs over the month but added 2,500 jobs over the year. The education services subsector lost 700 jobs over the month and 100 jobs over the year. The health care and social assistance subsector added 100 jobs over the month and added 2,600 jobs over the year. Leisure and hospitality added 1,800 jobs over the month and 1,500 jobs over the year. The historical trend in nonfarm employment, as tracked by the La. Department of Labor, is depicted graphically below:

On 11/13/17 it was announced that DXC Technology, a global IT company, plans to open a “digital transformation center” in downtown New Orleans. The company is expected to lease as much as 300,000 SF of office space in the CBD and hire approximately 2,000 workers over the next seven years through 2024. By the end of 2018 it plans to have hired about 300 workers. The average salary will be $63,000 to start and going up to $73,000 as hiring continues. These are tech-oriented positions, including software engineers and developers, white collar project managers and administrative jobs. In luring the company here New Orleans reportedly competed with 30 other
U.S. cities. About $120 million in state and city economic incentives were offered, a portion of which will be reinvested into the local higher education system for workforce development.

Conclusion of Regional/City Analysis

The outlook for the tourism and convention business is favorable. New Orleans is one of the top travel destinations in the world, and there are no indications that this will change anytime soon. The New Orleans economy has generally fared better than the majority of the nation. Nevertheless, the New Orleans metropolitan area is not insulated from national and global events. With pressing issues such as the swelling federal deficit, volatile oil & gas prices, etc., some level of uncertainty exists with respect to future economic conditions.

The Port of New Orleans is operating at a reasonable level. While Port improvements continue, intense competition from the Port of Houston is expected to restrain efforts to significantly increase the volume of cargo coming through the Port of New Orleans. In addition, the State of Mississippi has focussed on redeveloping the Port of Gulfport, a major competitor. Notwithstanding these concerns, the entire Gulf Coast is expected to benefit considerably from the Panama Canal’s expansion. The work in doubling the canal’s capacity was completed at the end of 2016.

After being dealt an extreme blow from Hurricane Katrina in 2005, the local health care sector has resumed its role as one of the driving forces in the local economy. The State of Louisiana and the Veterans Administration teamed up on the construction of their $2 billion medical complex located in Mid-City. This development was designed to supplant the old Charity Hospital as a site for teaching and treatment. In 2015 the University Medical Center opened, bringing significant relief to area hospitals, particularly with respect to non-reimbursable indigent care. The VA Hospital, which was plagued by numerous problems and delays, finally opened in November 2016. Both of these projects are expected to be an economic boon for both the city and state.

New Orleans is a unique city in the United States with a culture and character unlike any other. The metropolitan area has steadily recovered during the 12½ years following Hurricane Katrina, even in the face of a national economic recession. The explosion and sinking of the Deepwater Horizon oil rig in the Gulf of Mexico in 2010, had a detrimental effect on the region. Not only did 11 men lose their lives, but the rig leaked thousands of barrels of crude oil into the sea uncontrollably, until being sealed three months later. The spill threatened the Gulf Coast seafood and tourism industries, not to mention the quality of life for all local residents. With the aid of federal, state and local resources, along with billion of dollars in settlement money from BP Oil Company, the region has essentially recovered. And while the ensuing collapse in world oil prices again threatened the industry, some improvement is noted of late. Working rig counts have increased by ±20% since 2016. Additionally, the local tourism industry is thriving. Also encouraging is NASA’s selection of the Michoud facility in New Orleans East to build components for its new heavy-lift rocket system. This will offset at least some of the job losses resulting from the ending of the Space Shuttle program. Lastly, the recent announcement regarding DXC Technology is one of the most positive signs of new economic development in the region in years.

To conclude, the metropolitan area has overcome a number of challenges and uncertainties since Hurricane Katrina made landfall in this region nearly 13 years ago. The region’s economy is far more diverse than it has ever been, though energy still comprises a significant portion. The future outlook of the entire region is one of guarded optimism, with oil & gas prices being a key concern.
Location and Neighborhood Boundaries

The appraised property consist of an improved parcel of land situated in the square of ground bounded by S. Galvez, Gravier, S. Johnson and Perdido Streets. This is near the southern edge of the older densely developed urban area of New Orleans generally known as Mid-City. The subject’s immediate location is within the New Orleans Regional Medical Complex (NORMC), also called the New Orleans Regional Medical Center. Specifically, the property is located within five blocks of the downtown Central Business District of New Orleans.

The neighborhood consists of a rather large area of mixed land uses in the central section of the city of New Orleans and is generally bounded by the Pontchartrain Expressway (Interstate Highway 10), City Park Avenue, Claiborne Avenue and Orleans Avenue. The appraised property is situated just outside of the Central Business District.

Predominant Land Uses within the Neighborhood

Mid-City is an older urban area primarily developed between the early 1900's and the late 1950's. It is predominately high-density residential in character. The major thoroughfares are typically mixed-use, having both residential and commercial uses. There are also industrial uses traversing the railroad right-of-ways.

Some of the commercial and residential uses in the area include automobile dealerships, professional offices, clinics, hospitals, branch banks, fast food restaurants, churches, schools, small apartment complexes/duplexes, small retail shops, and single family residences. There are also some older mid size office buildings. The area is 80% residential, 10% commercial and 10% industrial, with the latter gradually being phased out.

The major north/south commercial corridors within the Mid-City area are Carrollton Avenue, Jefferson Davis Parkway and Broad Street. The major east/west commercial corridors are Canal Street and Tulane Avenue. Carrollton Avenue and Broad Street are the two major commercial thoroughfares that intersect Canal Street in the Mid-City area. Secondary commercial streets include Orleans Avenue, Banks Street, Bienville Street, Esplanade Avenue, and Jefferson Davis Parkway. These streets are primarily improved with older residences and secondary office and neighborhood commercial uses.

Tulane Avenue is a commercial corridor bisecting the NORMC and surrounded on both sides by older dense single and multifamily residential development catering to mid- to low-income dwellers. Although most of the property uses along Tulane Avenue are office and some retail, there is some residential use as well. The commercial uses consist of free standing retail and office buildings. In the immediate subject area, many of the 80+ year-old structures previously used as one and two-story single and multi-family residences have been converted to retail or office use. The general vicinity of the subject site is 95% or more developed with a mix of high-density medical, commercial and residential buildings.
Tulane Avenue and S. Galvez Streets are divided, bi-directional traffic arteries. S. Johnson and Gravier are one-way, interior public streets with far less traffic volume. The immediate location is on the west side of the LSU Health Science Center’s complex of buildings, one-half block south of Tulane Avenue. There are elevated walkways connecting the various buildings within the medical center, one of which extending southeast ward across S. Claiborne Avenue into the CBD, the LSU Nephrology School and the Charity Nursing School. The few residences remaining in this location are mostly found either across Tulane Avenue, or further westward beyond S. Galvez Street, and are characterized as older wood frame dwellings typical maintained in average to fair condition.

New Orleans Regional Medical Complex

The New Orleans Regional Medical Complex (NORMC) was established in 1991 to coordinate efforts by its member institutions to promote their collective excellence in health care delivery, education, research and economic development. Through careful planning and joint efforts, NORMC was to create an efficient and attractive urban medical center campus which facilitates institutional and private business development and thereby reinforce and further establish NORMC as a destination center of regional, national and world prominence.

NORMC encompasses over 40 square blocks and is bounded by Iberville Street to the north, South Galvez Street to the west, Pontchartrain Expressway to the south, and Loyola Avenue to the east (with the Loyola Avenue boundary including buildings located on both sides of the street). In addition, the NORMC area also encompasses the Louisiana Biomedical Research and Development Park which was established by an Act of the Louisiana Legislature in 1992, whose boundaries are Iberville Street to the north, South Galvez Street to the west, Perdido Street to the south, and Loyola Avenue to the east.

NORMC includes the following institutions among its members: Louisiana State University Medical Center, Tulane University Medical Center, Veterans Affairs Medical Center, Xavier University College of Pharmacy, and the Medical Center of Louisiana. According to information supplied by NORMC, prior to Hurricane Katrina, these member institutions handled more than 1.5 million patient visits each year and had produced more than 12,000 doctors since its inception.

Current Trends and Developments in the Neighborhood

Hurricane Katrina caused widespread flooding and wind damage throughout the neighborhood. The immediate area received roughly 4’ to 5’ of flood water which remained for over one week. Virtually every area and home in Mid-City was damaged, many severely. Now after 12½ years, recovery throughout Mid-City is complete. All businesses that existed prior to the storm along Tulane and Claiborne Avenues have either reopened, or have been replaced by other establishments. According to statistics compiled by the Greater New Orleans Community Data Center, as of September 2016 the resident population of Mid-City was above its pre-Katrina level, with a total of 20,001 households now receiving mail in zip code 70119, compared with 19,594 in July 2005.

The recovery of the medical community in the HEAL complex required the rebuilding of Charity Hospital/Medical School facilities from the ground up. Charity Hospital, a New Orleans institution for over 250 years, was forced to shut down following Katrina because of extensive damage. In April 2006, the LSU Medical Center of Louisiana at New Orleans leased 50,000 SF within the
Ochsner's Elmwood Medical Center on Clearview Parkway, and re-opened Charity’s Level 1 trauma unit. The unit later moved to LSU Medical School’s University Hospital at 2021 Perdido Street. As discussed in the Area-Regional Analysis section, Louisiana State University and the Veterans Administration have developed a $2 billion medical complex in the ±70-acre tract bounded by South Claiborne and Tulane Avenues, and South Dorgenois and Canal Streets. The University Medical Center, which opened in 2015, is a replacement for the old Charity hospital (including its Level trauma unit) and functions as a teaching center in connection with the LSU Health Sciences Center. The new VA hospital, which is formally known as the New Orleans VA Medical Center, finally opened in November 2016. Both of these projects are seen by government officials at all levels as being the key to the long-term viability of the city.

Another integral component of the New Orleans Regional Medical Complex is Tulane Medical Center. Located at 1415 Tulane Avenue in the CBD, Tulane operates a full acute care and teaching hospital with over 500 accredited physicians. The center has fully rebuilt its patient base and student enrollment, and is now prospering.

The New Orleans BioInnovation Center at 1441 Canal Street was completed in 2011. This $38 million, 65,000 SF business incubator features wet-lab space and other lab and office space that is leased by biotechnology companies with university relationships. It is expected to become a major component of the city’s downtown biotechnology corridor. In its first year, the center secured 29 tenants, in turn creating more than 47 full-time jobs and 36 part-time jobs. The center's tenants have raised $14 million in financing and $2 million in grants for medical research.

In 2012, construction of the new Louisiana Cancer Research Center was completed. This is a $102 million, 10-story, 175,000 SF facility located in the square of ground bounded by Tulane Avenue, S. Derbigny, Gravier and S. Roman Streets on. It is touted as a world class, state-of-the-art facility designed to make New Orleans’ biomedical district competitive with that of other major centers, such as those in Houston and Birmingham. The LCRC is a consortium which includes LSU Health Sciences Center, Tulane University Health Sciences Center, Xavier University and Ochsner Health System. LCRC’s primary focus is on promoting education and conducting research in the diagnosis, detection and treatment of cancer. The Center receives approximately $10 million in annual funding from the State tobacco tax fund.

In 2014, LSUMC completed construction of its 4-story, 115,085 SF Human Development Center at 411 S. Prieur Street. The site fronts Tulane Avenue and encompasses both corners with S. Prieur and S. Johnson Streets (it is located directly across from the subject property on S. Johnson Street). Also constructed in the immediate area during 2014 is a new steam plant facility at the corner of S. Johnson and Gravier Streets. This plant was built to provide steam and chilled water services to facilities throughout the biomedical district.

Another major land use event nearby, which is outside the confines of the neighborhood, but still close enough in proximity to have an impact, is Tom Benson’s acquisition of the former Dominion Tower, New Orleans Centre Mall and parking garage. In a convoluted deal that involved the State of Louisiana and the New Orleans Saints football team, Benson purchased the storm damaged properties from their owner, California investor Judah Hertz, in September 2009. As part of the deal, the state committed to lease 60% of the office tower for 15 years. The Louisiana Stadium and Exposition District has since converted the former New Orleans Centre Mall for use as a sports and entertainment complex. The state also spent $85 million renovating the Louisiana Superdome. In
return, Benson agreed to keep the Saints in New Orleans through at least 2025, and the state’s annual obligation to the Saints was reduced from $17.5 million to $6 million.

Conclusion of Neighborhood Analysis

The neighborhood, as well as the majority of the city of New Orleans, incurred extensive damage from Hurricane Katrina almost 13 years ago, but has since fully recovered. The population of Mid-City exceeds its pre-storm count. Properties throughout the neighborhood have, for the most part, been repaired and/or demolished and redeveloped. Businesses have reopened along the thoroughfares, and the majority are prospering. The LSU Health Sciences Center is again at capacity and growing. The new Louisiana Cancer Consortium Research Center opened its new 10-story, 175,000 SF, state-of-the-art facility at 1700 Tulane Avenue. LSUMC completed construction of its 4-story, 115,085 SF Human Development Center along Tulane Avenue directly across S. Johnson Street from the subject. The main obstacle the school now faces is potential funding cuts from the state. In spite of this, federal, state and local government are committed to the expansion and development of a major medical district in the city of New Orleans. The UMC project has already begun benefitting the neighborhood, as well as the entire region. The future outlook for the neighborhood and downtown New Orleans appears very positive.
SITE ANALYSIS

Size/Configuration

The subject is a small interior parcel identified as **Lot 9** and improved with a two-family residence. The site is parallelogram in shape and measures 30' front on S. Galvez Street, over the same width in rear, by sideline depths of 100' between equal and parallel lines. Because of its angled configuration, the total site area is **2,952 SF**.

Topography

The subject is generally level and filled to slightly above the grade of the surrounding streets. The soil throughout most of this region is often composed partly of organic materials. This type of soil has a high shrink/swell potential and tends to subside, thereby making for poor construction foundations. Subterranean pilings are commonly needed. An engineer should be consulted as to the exact soil classification and its load bearing capacities.

Utilities

All typical municipal utilities are available at this location, including electricity, natural gas, water, telephone, sanitary sewerage, subsurface drainage and cable television/data lines.

Easements, Encroachments, Servitudes, Street Right-of-Ways

A current survey of the subject property was not available. Based on review of the legal description, the city parcel map and from the site visit performed by the appraiser on June 27, 2018, no adverse site conditions were readily evident. This appraisal assumes that the subject property is not adversely impacted by any easements, encroachments or other such encumbrances.

It is always advisable when purchasing or lending on real estate to obtain a complete title abstract by a professional title company, along with a current survey from a reputable local licensed surveyor. **NO WARRANTY REGARDING ENCROACHMENTS, EASEMENTS, SERVITUDES OR PROPERTY TITLE IS EXPRESSED OR IMPLIED HERE.**

Environmental Hazards

The appraiser was not furnished with a recent environmental report of the subject property. The appraiser's visual physical inspection of the property revealed no conspicuous existence of hazardous substances. Please note that this does not indicate that such substances are not present in this property, as the appraiser is not qualified to detect such substances. The presence of hydrocarbons or other potentially hazardous substance could be concealed underground and could affect the value of the property. The value estimate is predicated on the assumption that there are no such substances located within this property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover hazardous substances. The client is urged to retain an expert in this field, if desired. **This appraisal assumes that no environmental hazards exist within the subject property.**
F.E.M.A. Flood Zone

The FEMA Flood Zone Map Community No. 22071C0229F, effective as of 9/30/16, indicates the subject property is situated in Flood Zone “AE.” This denotes "a special flood hazard area inundated by 100-year flood.” An elevation survey is recommended for a more precise flood determination.

Ingress/Egress and Overall Functional Adequacy

The subject parcel is readily accessible, being situated just outside the Central Business District near the I-10 Interstate/Pontchartrain Expressway system, South Claiborne Avenue and Tulane Avenue. Additionally, the site is mostly rectangular in shape and functional for a variety of potential development schemes.

Conclusion

The site is generally well located and functionally adequate for a variety of potential uses. This issue is addressed further in the forthcoming Highest and Best Use section.

An excerpt from the referenced FEMA flood zone map is presented below:
ZONING

The Comprehensive Zoning Ordinance (CZO) for the City of New Orleans, Ordinance No. 30,637, officially adopted on October 24, 2014, assigns the zoning classification "MS; Medical Services District" to the appraised property. The ordinances reads as follows:

The MS Medical Service District is intended for local hospitals and medical service facilities of lower intensity than large medical campuses. The MS District is intended for hospitals, and hospital-related and support services that are generally integrated within and connected to adjacent areas of commercial and residential development.

Permitted uses in the MS District include: dormitories; existing single-family, two-family and multifamily dwellings; residential care facilities; auditoriums; catering kitchens; child or adult daycare centers (all sizes); hotel/motels; medical and dental clinics; motor vehicle operations facilities; offices; personal service establishments; recording studios; restaurants; retail goods establishments; helistops; research and development facilities; domestic protection shelters; government offices; hospitals, places of worship; parks & playgrounds; parking lots (principal); and various other uses directly permitted or permitted as conditional uses.

There is no minimum lot area in the MS District. Maximum building height is 100' when adjacent to non-residential districts. When adjacent to residential districts the maximum building height is the same as that of the residential district (can be 5' higher up to a maximum of 20' for every 3' structure is set back from the residential district line). Minimum yard requirements are 20' front and 10' for sides and rear. The minimum permeable open space ratio is 30%.

Offstreet parking requirements vary per use. Two-family residences require one space per unit. Two offstreet parking spaces are therefore required for the subject property.

Zoning Conformity

The subject’s improvements were originally constructed over 100 years ago and therefore do not conform with current zoning regulations in regard to offstreet parking and setback requirements. The property is therefore technically a legal non-conforming use. If destroyed or left vacant for more than six months, the legal non-conforming use would elapse. This is very common throughout Mid-City and not detrimental in any way to the property’s marketability.

ORLEANS GIS MAP EXCERPT
REAL ESTATE TAXES

Louisiana law requires that all real properties in the state be reassessed every four years at 10% of land and residential improvement value, and 15% of all other improvement value. The subject property is located within the First Municipal District of the City of New Orleans and is assessed follows:

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Tax Bill Addressee</th>
<th>Tax Bill No.</th>
<th>***Year Land</th>
<th>2018 Imprvs.</th>
<th>Assessment** Total</th>
<th>Implied Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>508 S Galvez St</td>
<td>Clark, Michael J. 1228 S Lopez St</td>
<td>104104922</td>
<td>$1,800</td>
<td>$7,700</td>
<td>$9,500</td>
<td>$95,000</td>
</tr>
<tr>
<td>(Lot 9 or 25 S Galvez)</td>
<td>New Orleans, LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Taxes in Orleans Parish are paid in advance and thus only this year’s millage rate is known at this time. The city-wide millage rate for 2018 was 154.08, which equals $154.08 in taxes per $1,000 of assessed property value. This includes the additional 6.96 mills approved by the City Council in January 2017 for fire protection and drainage. The subject’s real estate tax burden for 2018 was therefore $1,463.76.

According to the City Finance Office, total taxes and interest due as of 2/01/18 is: $0.00

The current assessment implies a total market value basis of $18,000 ($6.10/SF) for the land and $77,000 for the improvements, which is a total market value basis of $95,000. This is well below the final value estimate concluded herein.
DESCRIPTION OF THE IMPROVEMENTS

Overview
The improvements consist of a ±110-year-old, one-story, raised wood-frame two-family dwelling that sustained heavy flood/wind damage on August 29, 2005, during Hurricane Katrina. Since then the property has undergone total restoration, which is completed. The subject is currently tenant-occupied and exhibits typical and normal wear. The overall condition of the improvements is average to good.

Construction Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>±1908</td>
</tr>
<tr>
<td>No. Units</td>
<td>Two</td>
</tr>
<tr>
<td>No. Stories</td>
<td>One</td>
</tr>
<tr>
<td>Design/Style</td>
<td>Raised Shotgun Double- Typical</td>
</tr>
<tr>
<td>Gross Living Area</td>
<td>1803 SF</td>
</tr>
<tr>
<td>Room Count</td>
<td>10 Total / 4 Bedrooms / 2 Bathrooms</td>
</tr>
<tr>
<td>Structural/Foundation</td>
<td>Raised wood framing on brick/masonry piers</td>
</tr>
<tr>
<td>Roof</td>
<td>Pitched with seal-tab composition shingles. There are no gutters or downspouts.</td>
</tr>
<tr>
<td>Exterior Walls</td>
<td>Wood Siding</td>
</tr>
<tr>
<td>Windows</td>
<td>Double Hung Wood</td>
</tr>
<tr>
<td>Ceilings &amp; Walls</td>
<td>Drywall (Predominant ceiling heights 12’)</td>
</tr>
<tr>
<td>Floors</td>
<td>Wood</td>
</tr>
<tr>
<td>Kitchen Appliances (Realty)</td>
<td>Range (free-standing)</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Central</td>
</tr>
<tr>
<td>Heating</td>
<td>Central</td>
</tr>
<tr>
<td>Fireplace</td>
<td>None</td>
</tr>
<tr>
<td>Parking</td>
<td>None</td>
</tr>
<tr>
<td>Site Improvements</td>
<td>Perimeter 4’ chainlink fencing</td>
</tr>
<tr>
<td>Other Items</td>
<td>Front and rear steps, water heater sheds.</td>
</tr>
</tbody>
</table>

Observed Physical Condition/Effective Age

When inspected on 6/27/18, the improvements were generally found to be in overall average to good physical condition due to prior renovations and maintenance. The property is fully tenant-occupied.

The overall effective age of the improvements is estimated at ±12-13 years. Based on an anticipated useful life of ±50 years, total accumulated depreciation (from all sources) is approximately 25%. Remaining economic life is therefore near 37-38 years.

A building sketch prepared by the appraiser follows. Current photographs of the property are included as the first exhibit in the Addenda section of this report.
SKETCH OF THE IMPROVEMENTS

### Area Calculations Summary

<table>
<thead>
<tr>
<th>Living Area</th>
<th>Calculation Details</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>$12.6 \times 72.1 = 908.46$</td>
<td>908.46</td>
</tr>
<tr>
<td></td>
<td>$0.5 \times 12.6 \times 2.1 = 13.23$</td>
<td>13.23</td>
</tr>
<tr>
<td>508</td>
<td>$12.6 \times 70 = 882$</td>
<td>882</td>
</tr>
<tr>
<td></td>
<td>$0.5 \times 12.6 \times 2.1 = 13.23$</td>
<td>13.23</td>
</tr>
<tr>
<td><strong>Total Living Area (Rounded):</strong></td>
<td>1817 Sq Ft</td>
<td></td>
</tr>
</tbody>
</table>
**HIGHEST AND BEST USE**

**Definition of Highest and Best Use**

Highest and Best Use is defined in *The Appraisal of Real Estate*, Thirteen Edition, published in 2008 by the Appraisal Institute, on Page 278 as follows:

The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value.

Implicit in the preceding is that the following four criteria be met:

1. The use must be legally permissible - private restrictions (protective covenants), zoning regulations, building codes, and easements may restrict development of a site to a certain use;

2. The use must be physically suitable - physical characteristics, such as location, size, topography, soil and subsoil conditions, drainage and access can limit utilization;

3. The use must be economically feasible - there must be sufficient market demand for the proposed use;

4) The use must be maximally profitable - the income attainable from the proposed use must be sufficient to justify its costs and yield a greater return than other potential uses.

Size, location, neighborhood character and trend of development are pertinent to the highest and best use of a site. The uses permitted by zoning, deed restrictions and local building codes are also controlling factors. With many properties, the highest and best use of the site is the use permitted by zoning. However, the zoning ordinance could permit a use which is more intense than would be reasonable for the site, and there could be the possibility that the zoning could be changed to a higher or lower density, or for that matter, another type of use altogether.

While normally the legality and physical adaptability of a site is apparent, those uses which are financial feasible are a bit more complicated to ascertain. Furthermore, the most profitable use, i.e., the use which is maximally productive to the site, is often the most difficult part of the highest and best use determination.

There are typically two aspects to the highest and best use analysis; one for the site as though vacant and ready for development, the other pertaining to the property as currently improved.
**Highest and Best Use as Vacant**

The appraiser has considered the following factors in determining the highest and best use of the subject property as though vacant:

1. Permitted uses of the appraised property under MS, Medical Services District zoning classification;

2. The location of the appraised site in relation to existing land use patterns and trends in the immediate area of the LSU Health Sciences Center, the new UMC/VA Hospital Complex, and the recent surge in speculative land activity within the Tulane Avenue corridor, with particular attention being paid to the site’s access, functional utility and visibility within the immediate area;

3. Existing and anticipated land use and traffic patterns in the immediate area, and;

4. The alternate uses currently available for the site and the financial feasibility of these uses.

The four criteria in highest and best use as defined above lists physical possibility, legal permissibility, financial feasibility, and maximally productive attributes of the site in determining the type and scope of development. In terms of its physical features, the subject is a small interior lot measuring 30’ front/width along S. Galvez Street, by 100’ depth, with total site area of 2,952 SF. This is a typical Mid-City lot with access to all public utilities and city services requisite for development.

Legal permissibility is governed by the City of New Orleans, which in this case has zoned the subject MS, Medical Services District. As discussed, MS zoning was created for locations near major medical facilities. It allows existing residential uses, hospitals and medical clinics, and a variety of supporting commercial uses. The subject’s existing zoning status is considered appropriate and not overly burdensome or an impediment to its potential development.

Over the past ±40 years the State of Louisiana has gradually acquired properties throughout the immediate area for development and expansion of the LSU Medical School complex. The state currently owns the vast majority of the land in 15 squares of ground in that area bounded by Tulane and S. Claiborne Avenues, Poydras Street and S. Galvez Street. The exceptions are the St. Joseph Church in Square 439, and a small number of privately owned parcels along S. Claiborne Avenue, Poydras, S. Galvez and Perdido Streets.

Ever since ground was broken on the UMC and VA Medical Centers, the Tulane Avenue corridor has been in a state of transition and revitalization. The City of New Orleans recently completed an $11 million “streetscape” renovation of Tulane Avenue, with newly paved surface, expanded neutral grounds, and the addition of new turning lanes and a bike lane. In September 2012, Campus Federal Credit Union purchased the 39,955 SF vacant site at the southwest corner of Tulane and S. Galvez in Square 527 (2200 Tulane Avenue) for $1,500,000, or $37.54/SF. The site is irregularly shaped with minor frontages on Gravier and S. Miro Streets. Campus Federal constructed a new banking facility on the property.
On 4/11/16 and 5/23/16, New York-based Feil Corporation acquired the majority of Square 577 (bounded by Tulane, S. Rocheblave, S. Dorgenois & Banks) for development of a mixed use retail/apartment complex. The purchase involved the old Dixie Brewery facility, Pepsi Cola warehouse and several other smaller sites, collectively totaling 82,603 SF, or 1.9 acres. The total acquisition price of the assemblage was $6,813,138, or $82.48/SF (before demolition).

On 5/18/16, Frischhertz Development Group bought the former Capri Motel at 2424 Tulane Avenue for $3,300,000 for redevelopment into a 200-unit residential apartment complex. The site is bounded by Tulane, S. Rocheblave, S. Tonti & Bradish Streets and contains approximately 39,270 SF, thus indicating a unit price of $84/SF for the land before demolition.

On 5/02/17, Bahram Khoobehi purchased the former Le Petit Motel at 2836 Tulane Avenue for $800,000, or $81.88/SF land (before demolition). The site encompasses both corners of Tulane Avenue at S. Dupre Street in Squares 626 & 613. Khoobehi already owned an adjoining 32,579 SF site in Square 613 which he bought in 2015 for $1,060,000 ($32.54/SF). His total basis in the assembled site is $1,860,000, or $43.92/SF before demolition. A mix-used retail/office development with 68 off-street parking spaces is planned for this property.

All of the preceding spawned speculative interest in Square 519, the adjacent square of ground bounded by Tulane Avenue, S. Johnson, Gravier and S. Galvez Streets. Between 2014 and 2016, a total of 10 acquisitions by various individual investors took place. The highest sale was that of 2132 Tulane Avenue (corner of S. Galvez Street), an 11,975 SF site improved with a 6-year-old, 1,550 SF GBA free-standing restaurant building. It sold for $1,000,000 on 6/21/16, and was later leased for $5,300/month to a local restaurant operator. The other nine sales involved land speculators, some of whom appear to have been attempting to assemble the square for a large-scale development. In some cases very aggressive prices were paid. For example, the property at 2129-31 Gravier Street (corner of S. Galvez), a 10,146 SF site improved with an old, dilapidated warehouse, was purchased in March 2016 by Kathryn Reed and Larry V. Jackson, Jr. for $600,000 with the seller carrying a $500,000 note. The buyers ultimately defaulted, and following its foreclosure, the State of Louisiana purchased the site in December 2017 for $445,000. In June 2018, the State of Louisiana closed on the purchase of 417 & 435 S. Johnson Street, a 20,125 SF site improved with a 5,248 SF GBA two-story office building and a 4,400 SF heavily depreciated building in need of demolition. The state paid $970,000 for this property, or $48.20/SF land. Also in June 2018, a seizure notice was filed on five properties purchased in 2016 by Phillip Reed (Kathryn’s husband). These five properties collectively have total land area of 20,125 SF. It is known that the state is attempting to acquire these properties ahead of the pending foreclosure.

The dynamics of Square 519 have changed significantly, now that the State of Louisiana owns 30,271 SF, or about 25% of the square. If successful in acquiring the Reed properties, the state would then own 50,396 SF, or nearly 42% of the land in Square 519. This would eliminate any possibility of a large-scale assemblage. Even without the Reed properties, any major redevelopment would be complicated by the state’s control of the S. Johnson Street parcel.

The subject’s Square 518 is different from Square 519. It does not front Tulane Avenue, and therefore never had potential for high-density developments such as hotels, retail stores, etc. Including the subject, there are five privately owned properties in Square 518 which, together, total approximately 25,850 SF, or ±20% of the land area. The State of Louisiana owns the remaining
80%. Aside from the subject, the only other improvement in Square 518 is the state’s steam plant facility at the corner of S. Johnson and Gravier Streets which it constructed in 2014. This plant was built to provide steam and chilled water services to facilities throughout the biomedical district.

The state’s intention to acquire all remaining privately owned properties within Square 518, and all others in the target area described previously, is publically known and accepted. As such, all properties in this location possess a certain speculative element not found in any of the properties outside the state’s target area. Furthermore, any development of the subject lot in its own right would be difficult, as it would be subject to 20' front yard, 10' side yard and 10' rear yard setback requirements. A variance may be possible, but it is not assured.

Based on all of the preceding discourse, it is concluded that the highest and best use of the subject property, as though vacant, is speculative holding for future assemblage and redevelopment of the entire square into a medical oriented facility. Surface level parking (in conjunction with adjoining parcels) is a viable interim use.

Highest and Best Use as Improved

The highest and best use of the existing improvements can be determined by utilizing the “marginal dollar” concept. This principle suggests that the subject site is developed to its highest and best use as long as the existing improvements contribute at least one additional dollar of value over the land value of the subject site as if unimproved.

The following comparable land sales were reviewed in determining the current market value of the subject’s underlying land:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Location</th>
<th>Sale Date</th>
<th>Recorded</th>
<th>Sale Price</th>
<th>Size (SF)</th>
<th>Zoning</th>
<th>Price/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>437 S. Johnson Street (Lot 21, Sq. 519, First District)</td>
<td>03/06/16</td>
<td>16-09504</td>
<td>$180,000</td>
<td>4,025</td>
<td>MS &amp; HU-B1A</td>
<td>$44.72</td>
</tr>
<tr>
<td>2</td>
<td>526 S. Roman Street (Lot 27, Sq. 440, First District)</td>
<td>08/31/16</td>
<td>16-38735</td>
<td>$95,000 1</td>
<td>3,594</td>
<td>MS &amp; HU-B1A</td>
<td>$26.43</td>
</tr>
<tr>
<td>3</td>
<td>1828 Gravier Street (Front Pt. of Lot 24, Sq. 440, First District)</td>
<td>03/15/17</td>
<td>17-10565</td>
<td>$55,000</td>
<td>1,902</td>
<td>MS &amp; HU-B1A</td>
<td>$28.92</td>
</tr>
<tr>
<td>4</td>
<td>1800-02 Gravier Street (Lot 17, Square 440, First District)</td>
<td>04/13/17</td>
<td>17-18362</td>
<td>$94,000 2</td>
<td>2,511</td>
<td>MS &amp; HU-B1A</td>
<td>$37.44</td>
</tr>
<tr>
<td>5</td>
<td>2129-31 Gravier Street (Lots 7, 8 &amp; Pts 6 &amp; 7, Sq. 519, First District)</td>
<td>12/19/17</td>
<td>18-00381</td>
<td>$445,000</td>
<td>10,146</td>
<td>MS &amp; HU-B1A</td>
<td>$43.86</td>
</tr>
<tr>
<td>6</td>
<td>2129 Poydras Street (Lot 7 or 25, Square 517, First District)</td>
<td>Pending</td>
<td>Pending</td>
<td>$175,000</td>
<td>3,907</td>
<td>MS</td>
<td>$44.79</td>
</tr>
<tr>
<td>Subj</td>
<td>508-10 S. Galvez Street (Lot 9, Square 518)</td>
<td>06/27/18</td>
<td>—</td>
<td>—</td>
<td>2,952</td>
<td>MS</td>
<td>—</td>
</tr>
</tbody>
</table>

1. Recorded price of $187,000, less $92,000 allocated to ±68-year-old, 2,824 SF flood damaged building
2. Recorded price of $310,000, less $216,00 allocated to ±65-year-old, 1,519 SF renovated restaurant building
Land Sale #1, which sold for $44.72/SF, is the only comparable presented in the chart not purchased by the State of Louisiana. It was purchased speculatively by Phillip Reed with the ultimate goal of assembling it with other parcels within Square 519.

Land Sales #2, #3 and #4, which sold for $26.43, $28.92 & $37.44 per SF, respectively, are all located four blocks east of the subject in Square 440. This location is more similar to the subject’s, as it does not front a major thoroughfare and is on the periphery of the LSU Health Science Center campus. Two of these acquisitions involve buildings for which contributory value allocations are ascribed.

Land Sale #5, which sold for $43.86/SF, is the most recent closed transaction. It is a 10,146 SF parcel forming the corner of S. Galvez and Gravier Streets. It was improved with an old warehouse which was in very poor condition and contributed no value when sold.

Land Sale #6 is the pending acquisition by the state of a 33.1' x 120' interior site fronting Poydras Street, just off S. Galvez. It is currently improved with an old, ±1,400 SF concrete block warehouse which contributes no significant value. The contract price is reported to be $175,000, or $44.79/SF of land.

After considering all aspects of the subject property in the context of the comparable data analyzed, a market value estimate of approximately $40.00 per SF appears best supported for the subject as though vacant. A rounded value estimate of $120,000 ($40.65/SF) is reconciled.

The forthcoming Sales Comparison Approach will clearly demonstrate that the subject is worth significantly more than $120,000 for continued use as a residential duplex. With the removal of over 300 residential properties in the footprints of the UMC and VA Medical Centers, along with numerous other revitalization projects nearby, there is a growing shortage of affordable housing close to downtown New Orleans. The subject is well suited for this purpose, at least in the near term. Accordingly, the highest and best use of the subject property, as improved, is continued use as a residential duplex.
VALUATION AS IMPROVED - SALES COMPARISON APPROACH

This approach to value is a procedure wherein direct comparison of the subject is made with similar properties that have recently sold in the general area. The analysis is based upon the Principle of Substitution in that a prudent buyer will usually not pay more for a given property than it would cost to buy an existing comparable substitute of equal desirability and utility.

There are several units of comparison that can be obtained from improved market sales. The Price Per Square Foot of Gross Building Area (Price/SF) is a simple technique calculated by dividing the sale price by the gross building area. The accuracy of this method can be affected by variances in land values, land-to-building ratios, and numerous other conditions within each property, such as age, condition, construction quality, ancillary site improvements, deferred maintenance, as well as the basic dissimilarities between the properties.

The most common and preferred technique when utilizing the Sales Comparison Approach for small residential properties is the application of whole dollar adjustments. In this instance, the sale price of each comparable is adjusted for differences in the various elements of comparison, such as date of sale, conditions of sale, living area, site size, room count, physical condition, quality, garages, carports and all other relevant differences in amenities. This method has been used in this appraisal.

The appraiser has researched the subject’s immediate market area for recent sales of similar residential properties. In the selection of these sales an effort was made to find houses similar in size, age, physical condition and overall amenities. A number of improved comparable sales were discovered and are presented on the following pages for direct comparison with the subject property. Please note that the sales shown were culled from a much larger group of data. Those presented directly in this report are considered to be the most relevant market data currently in existence for valuing the subject property. In addition to the comparables shown, numerous other sales and active competitive listings were reviewed during the course of this study.

The factual details of the improved comparable sales are presented in grid format on the two following pages. Specific adjustments for the perceived differences between the subject and each sale are made in the grids in arriving at an indicated value for the subject property. A narrative discussion explaining the adjustment process is then given, and a final market value estimate for the subject is reconciled.
## IMPROVED COMPARABLE SALES ADJUSTMENT GRID

(Comparable Sales #1 - #3)

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>SUBJECT</th>
<th>COMPARABLE SALE #1</th>
<th>COMPARABLE SALE #2</th>
<th>COMPARABLE SALE #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>508-10 S Galvez St</td>
<td>313-15 N Rocheblave St</td>
<td>2520-22 Bienville St</td>
<td>2317-19 Gravier St</td>
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<td>0.56 miles N</td>
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<td>Sale Price</td>
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<td>$295,000</td>
<td>$195,000</td>
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<td>$147.50 sq ft</td>
<td>$125.81 sq ft</td>
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<td>$2,420</td>
<td>$1,864</td>
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<td>$147,500</td>
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<td>$97,500</td>
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<tr>
<td>Price per Room</td>
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<td>$29,500</td>
<td></td>
<td>$24,375</td>
</tr>
<tr>
<td>Price per Bedroom</td>
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<td>$49,167</td>
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<td>$48,750</td>
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<td>Arms Length CNV; 3275</td>
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</tr>
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<td>03/28/2018</td>
<td>03/16/2018</td>
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<td>Superior -10,000</td>
<td>Inferior +20,000</td>
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<td>Equal</td>
<td>Equal</td>
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<tr>
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<td>4185</td>
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<td>View</td>
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<td>Equal</td>
<td>Equal</td>
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<tr>
<td>Design (Style)</td>
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<td>1 S Duplex</td>
<td>1 S Duplex</td>
<td>1 S Duplex</td>
</tr>
<tr>
<td>Quality of Construction</td>
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<td>Superior -10,000</td>
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<td>Actual Age</td>
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<td>~110</td>
<td>~110</td>
<td>~110</td>
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<tr>
<td>Condition</td>
<td>Avg/Good</td>
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<td>Superior -10,000</td>
<td>Equal</td>
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<td>Gross Building Area</td>
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<td>2,000</td>
<td>9,150</td>
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<td>Unit Breakdown</td>
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<td></td>
<td></td>
<td></td>
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<td>Unit # 1</td>
<td>5 2 1.0</td>
<td>5 3 1.0</td>
<td>4 2 1.0</td>
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</tr>
<tr>
<td>Unit # 2</td>
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<td>6 4 2.0</td>
<td>-2,000</td>
<td>5 3 1.0</td>
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<td>Unit # 4</td>
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<td></td>
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<td>Basement Description</td>
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<td>None</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Basement Finished Rooms</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td></td>
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<tr>
<td>Functional Utility</td>
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<td>Equal</td>
<td>Equal</td>
</tr>
<tr>
<td>Heating/Cooling</td>
<td>Cent/Cent</td>
<td>Cent/Cent</td>
<td>Cent/Cent</td>
<td>Cent/Cent</td>
</tr>
<tr>
<td>Energy Efficient Items</td>
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<td>Equal</td>
<td>Equal</td>
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<tr>
<td>Parking On/Off Site</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Porch/Patio/Deck</td>
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<td>Equal</td>
<td>Equal</td>
<td>Equal</td>
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<tr>
<td>Other Items</td>
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<td>Net Adjustment (Total)</td>
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<tr>
<td>Net Adj.</td>
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<td>14.2 %</td>
<td>16.4 %</td>
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<tr>
<td>Gross Adj.</td>
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<td>14.2 %</td>
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<td>Adjusted Price Per Room</td>
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<td>$25,308</td>
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<td>Adjusted Price Per Bedrm</td>
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# IMPROVED COMPARABLE SALES ADJUSTMENT GRID

(Comparable Sales #4 - #5)

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<th>COMPARABLE SALE # 5</th>
<th>COMPARABLE SALE # 6</th>
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<td><strong>Address</strong></td>
<td>508-10 S Galvez St, New Orleans, LA 70119</td>
<td>3026-28 Baudin St, New Orleans, LA 70119</td>
<td>721-23 S Salcedo St, New Orleans, LA 70119</td>
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<td>Sale Price</td>
<td>$</td>
<td>$ 280,000</td>
<td>$ 252,500</td>
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</tr>
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<td>Sale Price/Gross Bldg. Area</td>
<td>$ sq ft</td>
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</tr>
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<td>Gross Monthly Rent</td>
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<td>$ 1,900</td>
<td>$ 2,300</td>
<td></td>
</tr>
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<td>$ 140,000</td>
<td>$ 126,250</td>
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<tr>
<td>Price per Room</td>
<td>$</td>
<td>$ 35,000</td>
<td>$ 28,056</td>
<td></td>
</tr>
<tr>
<td>Price per Bedroom</td>
<td>$</td>
<td>$ 70,000</td>
<td>$ 50,500</td>
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<tr>
<td>Rent Control</td>
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<td>No</td>
<td>Yes</td>
<td>No</td>
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<td>GSREIN#2107061;DOM 31</td>
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<tr>
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<td><strong>++ Adjust/Description</strong></td>
<td><strong>+(-) Adjustment</strong></td>
<td><strong>++ Adjust/Description</strong></td>
</tr>
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<td>Sale of or Financing</td>
<td>Arms Length</td>
<td>Arms Length</td>
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<td>Concessions</td>
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<td>01/19/2018</td>
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<td>Location</td>
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<td></td>
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<tr>
<td>Leasehold/Fee Simple</td>
<td>Fee Simple</td>
<td>Equal</td>
<td></td>
<td></td>
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<tr>
<td>Site</td>
<td>2952 sf</td>
<td>3780</td>
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<td>3060</td>
</tr>
<tr>
<td>View</td>
<td>Typical</td>
<td>Equal</td>
<td></td>
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</tr>
<tr>
<td>Design (Style)</td>
<td>1 S Duplex</td>
<td>1 S Duplex</td>
<td>1 S Duplex</td>
<td></td>
</tr>
<tr>
<td>Quality of Construction</td>
<td>Average</td>
<td>Superior</td>
<td>-10,000</td>
<td>Equal</td>
</tr>
<tr>
<td>Actual Age</td>
<td>~110</td>
<td>~110</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition</td>
<td>Avg/Good</td>
<td>Superior</td>
<td>-10,000</td>
<td>Equal</td>
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<td>Gross Building Area</td>
<td>1,817</td>
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<td>Unit Breakdown</td>
<td>Total Bdrms</td>
<td>Baths</td>
<td>Total Bdrms</td>
<td>Baths</td>
</tr>
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<td>Unit # 1</td>
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<td>2</td>
<td>1.0</td>
<td>4</td>
</tr>
<tr>
<td>Unit # 2</td>
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<td>2</td>
<td>1.0</td>
<td>4</td>
</tr>
<tr>
<td>Basement Description</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basement Finished Rooms</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional Utility</td>
<td>Typical</td>
<td>Equal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heating/Cooling</td>
<td>Cent/Cent</td>
<td>Cent/Cent</td>
<td>Cent/Cent</td>
<td></td>
</tr>
<tr>
<td>Energy Efficient Items</td>
<td>Typical</td>
<td>Equal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking On/Off Site</td>
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<td>Drive</td>
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<tr>
<td>Prench/Patio/Dock</td>
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<td>Porch</td>
<td>-1,000</td>
<td>None</td>
</tr>
<tr>
<td>Other Items</td>
<td>Typical</td>
<td>Superior</td>
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<td>Equal</td>
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<td><strong>Net Adjustment (Total)</strong></td>
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<td>+ X -</td>
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<td>Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)</td>
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<td>$ 125,915</td>
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<td>Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)</td>
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<td>$ 27,981</td>
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</tr>
<tr>
<td>Adjusted Price Per Bedrm (Adj. SP Comp / # of Comp Bedrooms)</td>
<td>$ 61,248</td>
<td></td>
<td>$ 50,366</td>
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</tbody>
</table>
IMPROVED COMPARABLE SALES MAP
Discussion of the Improved Property Valuation Adjustments

**Conditions of Sale** – All comparable sales were financed by either FHA or conventional third-party institutional loans at typical market terms. Seller concessions (i.e., buyer closing costs paid by the seller) are noted for Sales #2, #4 & #5 and are deducted from the sale price of each. A $3,275 repair allowance was given by Sale #3's seller; however, it is not deducted from the sale price because the subject property does not need any immediate repairs.

**Market Conditions (Time)** – The oldest of the comparable sales dates back to July 2017, or about one year ago. Although there is no definitive empirical data supporting significant changes in property values during this period, it is reasonable to assume that over time property values in Mid-City are at least trending upward with the overall national inflation rate. Thus, while specific time adjustments are not applied directly to the sales, the potential for price appreciation is considered and reflected in the final value estimate reconciled herein.

**Location** – The subject’s specific location is unique in that it is an MS (Medical) zoned site within the targeted purchasing area of the LSU Medical School Complex. It therefore has a speculative aspect to it not shared by any of the comparable sales. Sales #1 and #2 are above Canal Street close to the Lafitte Greenway. This is a high-demand area which commands higher prices and rental rates than those near the subject. Downward location adjustments are therefore applied to these sales. Sale #3 is only two blocks from the subject, but across S. Galvez Street and outside LSU’s long-range targeted footprint area with no speculative possibility of a buyout for assemblage. It also backs up to an industrial storage yard. For these reasons, a substantial upward adjustment is applied. Sales #4 and #5 are situated in more stable rental locations within Mid-City, though not as desirable as the location of Sales #1 and #2. No adjustment is therefore made to Sales #4 and #5 for location.

**Site Size** – Although there is an owner-user element present, two-family houses are mostly purchased for investment purposes. In these instances, site size becomes a secondary concern, as a larger lot typically does not translate into higher rent. Accordingly, the adjustment for differences in site size are minimized at $2.00 per SF.

**Quality and Condition** – Sales #1, #2 and #4 are notably superior to the subject in overall quality and condition. Superior features cited by the listing agents include hardwood floors, stone countertops, higher quality millwork, etc. Downward adjustments for both quality and condition are applied to each of these sales.

**Gross Living Area** – When removing the approximate land value from each of the five comparable sales, the “net” price per SF GLA ranges from approximately $84 to just over $103 per SF. Inherent in these figures are the contributory value of the kitchens, bathrooms, etc. For this reason, there are diminishing returns associated with variances in living area, assuming all other variables are essentially equal. It is concluded that approximately half of the “net” price/SF range, or say $50.00 per SF, is a reasonable and realistic adjustment basis for variances in gross living area.

**Bathrooms** – The subject and all sales but Sale #1 have two full bathrooms (one per unit). Sale #1 has one additional bathroom (3 total). It is therefore adjusted downward by $2,000.
Other Items/Amenities – Sale #4 has a single-car concrete driveway. It also included four built-in security cameras with monitoring system, a surround sound system and a jacuzzi tub. Downward adjustments are therefore made for this items.

Reconciliation and Final Value Estimate

Adjusted, the five improved comparable sales indicate a range in whole property value from $227,050 to $253,080, with a mean indicator of $242,848. Sale #2, which produces the highest adjusted indicator, is a newly updated, good quality home located two blocks from the Lafitte Greenway and one block from Whole Foods. The lowest indicator stems from Sale #3, which is only two blocks from the subject across S. Galvez Street on Gravier. This is a smaller house in an inferior specific location. Nonetheless, it is similar to the subject in overall quality/condition and therefore, must be given some credence.

After considering all aspects of the subject property, particularly its specific location within the targeted footprint of the LSU Medical School Complex, and in view of existing market conditions as of the effective appraisal date, it is the appraiser’s opinion that the market value of the fee simple interest in the subject property, “As Is,” was approximately: **$240,000** ($132.09/SF GLA).
ESTIMATE OF EXPOSURE AND MARKETING TIME

According to Statement on Appraisal Standards No. 6 (SMT-6), authorized by the by-laws of The Appraisal Foundation, **Exposure Time** is defined as follows:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure Time is always presumed to precede the effective date of the appraisal.

Exposure time differs from **Marketing Time**, which is defined as:

The amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal.

The reasonable marketing time is a function of price, time, use, and anticipated market conditions.

Based on analysis of the marketing histories of the comparable sale data, and from discussions with brokers, other appraisers and local real estate market participants, **Exposure Time and Marketing Time for the subject property are both estimated at within three (3) months**.
ADDENDA SECTION
1. Front view of subject property as seen from S. Galvez Street.

2. Rear view of property as seen from the southeastern corner of the lot.
3. Street scene looking northward on S. Galvez Street with subject partly visible on right.

4. View looking southward on S. Galvez Street with subject property again visible on left.
PHOTOGRAPHIC VIEWS OF SUBJECT

5. Living room in Unit #508.

PHOTOGRAPHIC VIEWS OF SUBJECT

7. Typical bedroom.

8. Typical bathroom.
LEGAL DESCRIPTION OF SUBJECT PROPERTY

(Source: Recorded in N.A. #2003-04194, Orleans Parish Notarial Archives)

ONE CERTAIN LOT OF GROUND, together with all the buildings and
improvements thereon and all rights, ways, privileges, servitudes,
appurtenances and advantages thereunto belonging or in anywise
appertaining, situated in the FIRST DISTRICT of the City of New
Orleans, in SQUARE NO. 518, bounded by Galvez, Gravier, Johnson
and Perdido Streets, designated by the No. 9 on a plan by L.
Reisenstein dated March 5, 1867 and deposited in the office of W.J.
Castelle, N.P. and according to which, said lot measures 30 feet front
on Galvez Street, by a depth of 100 feet between equal and parallel
lines.

Improvements bear the Municipal Nos. 508-510 Galvez Street.

Being one of the same properties acquired by Clair Hennessey wife
of/and Charles Hilton Wolff from Grace Jones wife of/and Allen H.
Borne by act of Cash Sale dated November 23, 1976 before Robert S.
Taylerson, Notary Public, registered in C.O.B. 741 folio 332.
PHOTOGRAPHS OF THE IMPROVED COMPARABLE SALES

Comparable 1
313-15 N Rochebave St

Comparable 2
2520-22 Bienville St

Comparable 3
2317-19 Gravier St
PROFESSIONAL QUALIFICATIONS OF BRADLEY D. BIRD, MAI, SRA

EDUCATION:
Marion Abramson Senior High School, New Orleans, 1978
B.S. Degree in Finance, University of New Orleans, 1984

PROFESSIONAL DESIGNATIONS/CERTIFICATIONS/POSITIONS:
MAI Designation - Appraisal Institute, Certificate No. 8527
SRA Designation (Senior Residential Appraiser) - Appraisal Institute
Louisiana General Real Estate Appraiser License No. G0478
Louisiana Chapter Regional Representative, Region IX, Appraisal Institute, 2002-2009

REAL ESTATE COURSES COMPLETED:
- Principles of Real Estate - University of New Orleans
- Residential Property Valuation - University of New Orleans
- Income Property Analysis - University of New Orleans
- Course 101 - Society of Real Estate Appraisers
- Course 102 - Society of Real Estate Appraisers
- Capitalization Theory & Techniques (A) - American Institute of Real Estate Appraisers
- Capitalization Theory & Techniques (B) - American Institute of Real Estate Appraisers
- Case Studies in Real Estate - American Institute of Real Estate Appraisers
- Valuation Analysis and Report Writing - American Institute of Real Estate Appraisers
- Standards of Professional Practice, Part A, B & C - Appraisal Institute
- Real Estate Appraisal Principles - American Institute of Real Estate Appraisers
- Basic Valuation Procedures - American Institute of Real Estate Appraisers

QUALIFIED AS AN EXPERT WITNESS IN THE FOLLOWING JURISDICTIONS:
- Orleans Parish Civil District Court, Louisiana
- Lafourche Parish 17th Judicial District Court, Louisiana
- United States Bankruptcy Court, Eastern District of Louisiana

RECENT CONTINUING EDUCATION SEMINARS/COURSES:
- Strategizing to Rebuild New Orleans - University of New Orleans, 03/07
- Uniform Standards of Professional Appraisal Practice 2007 Update - L.R.E.C., 10/07
- The Crescent City At Its Turning Point - Economic Outlook & R.E. Forecast - UNO/Latter & Blum, 4/08
- Analyzing Distressed Real Estate - Appraisal Institute, 09/08
- Spotlight on USPAP: Hypothetical Conditions & Extraordinary Assumptions - Appraisal Institute, 09/08
- Condemnation Appraising: Principles & Applications - Appraisal Institute, 05/09
- Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) - Appraisal Institute, 12/09
- Economic Outlook & Real Estate Forecast: Speed Bumps on the Road to Recovery - UNO, 4/10
- Residential Appraisal Update: Staying Competent in a New Decade - Appraisal Institute, 1/11
- Appraising Convenience Stores - Appraisal Institute Online Education, 12/11
- Fundamentals of Separating Real, Personal Property and Intangible Business Assets, Appraisal Institute, 03/12
- Marketability Studies: Six-Step Process & Basic Applications, Appraisal Institute, 11/12
- Advanced Spreadsheet Modeling for Valuation Applications - Appraisal Institute, 08/13
- Business Practices & Ethics - Appraisal Institute, 12/14
- 2015 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 05/15
- Contract Rent or Effective Rent: Finding the Real Rent - Appraisal Institute, 04/16
- Uniform Standards of Professional Appraisal Practice 2016-17 - Appraisal Foundation, 04/16
- What’s Up in Technology - Appraisal Institute, 10/16
- 2017 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 05/17
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, Appraisal Institute 05/17
- 2017 Northshore Economic Outlook & Real Estate Market Forecast - University of New Orleans, 6/17
- Understanding Wetlands - Appraisal Institute, 09/17
- Economic and Real Estate Symposium - Loyola University, 10/17
- Oil/Gas Land Basics & Related Surface Rights Issues - IRWA, 12/17
- 2018 Economic Outlook & Real Estate Market Forecast - University of New Orleans, 04/18
APPRAISAL EXPERIENCE:
Mar.'81 - Dec.'84 Commercial and residential field and appraisal work for various local appraisers
Jan.'85 - Present Independent fee appraiser/consultant d/b/a Bird & Associates (a sole proprietorship). Presently engaged in the appraisal and analysis of all types of real estate for mortgage financing, sales/acquisitions, estates and successions, state and federal right-of-way/acquisition projects, lease renewals, highest & best use determinations, property partitions, partial interest valuations and property value disputes.

PARTIAL LIST OF CLIENTS SERVED:
AFC Enterprises, Atlanta, GA
Albert F. Widmer, Jr., Attorney at Law
American Bank & Trust, New Orleans, LA
American General Insurance Company
American Savings and Loan-Stockton, CA
Amresco Capital, L.P., Dallas, Tx.
Arbor National Mortgage Corporation, NY, NY
Citicorp, St. Louis, Mo.
Bank of America, Houston, Tx.
Board of Commissioners of New Orleans Levee District
Bert Pigg, Attorney at Law
Capital One Bank, New Orleans, La.
Charles N. Miller, Attorney at Law
Chase Manhattan Mortgage Corporation
City of New Orleans, Board of Review
Commercial National Bank of Baton Rouge
CSX Realty, Jacksonville, Florida
Coldwell Banker Relocation Company
Commercial National Bank, Baton Rouge, La.
Coopers & Lybrand, Dallas, Tx.
Crossland Federal Savings Bank, Brooklyn, NY
David Kerstein, Attorney at Law
David Stone, Attorney at Law
Didriksen Law Firm, New Orleans, La.
East Jefferson General Hospital, Metairie, La.
Erickson, Krentel, Canton & LaPorte, C.P.A.’s
Evangelical Lutheran Church in America
Exxon Company, U.S.A., Houston, Texas
FDIC-Dallas, Tx. Consolidated Office
Fireman's Fund Mortgage Corporation
First Bank & Trust, New Orleans, La.
First Fidelity Bancorporation, Newark, New Jersey
First Southern Savings Bank, Ashboro, NC
Federal Express Corporation
Glenn Wilson, Lakeside Shopping Center, Metairie, La.
Gordon, Arata, McCollam, Duplantis & Egan, Attys
Grambling State University
Hancock/Whitney Bank, Metairie, La.
Hunt Oil Company, Dallas, Tx.
Kilbern/Young Asset Management Co., Atlanta, Ga.
Jack C. Benjamin, Attorney at Law
Jefferson Parish Sheriff’s Office, Harvey, La.
John H. Gnadiy, Attorney at Law
John C. Hose, Attorney at Law
J.P. Morgan Chase Bank, New Orleans, La.
Lawyers Title Insurance Company, Richmond, Va.
Laurance Eustis Mortgage Corp., New Orleans, La.
Lemle & Kelleher, LLP, New Orleans, La.
Louis G. Dutel, Jr., Attorney at Law
Louis J. Roussel, III, Attorney at Law
Louisiana Dept. of Economic Development
Louisiana Dept. of Facility Planning & Control
Louisiana Dept. of Transportation & Development
L.S.U. Health Sciences Center New Orleans
Lutheran Church in America, Chicago, Il.
Marianne Koorie, Attorney at Law
Merrill Lynch Relocation Company
Momentum Corporation, Bellevue, WA
Minnesota Mutual Life Insurance Company
New Orleans’ Firefighter’s Pension & Relief Fund
New New York Life Insurance Company
National Life Insurance Company
Norfolk Southern Railway Corporation
Orleans Parish School Board
Port of South Louisiana, Laplace, La.
Parish of Jefferson, Louisiana
Parish of St. Charles, Louisiana
Patrick J. Berrigan, Attorney at Law
Peter Thompkins, Attorney at Law
PHH Homequity Relocation Company
Robert W. Tillery, Attorney at Law
Raymond Brandt, Attorney at Law
Regions Bank, New Orleans, La.
Resolution Trust Corporation, Baton Rouge, La.
Simon Asset Management Group. Dallas, Tx.
Tenet Healthcare Corporation, Dallas, Tx.
Town of Grammercy, Louisiana
University of New Orleans Foundation
U.S. Dept. of Housing & Urban Development
U.S. Army Corps of Engineers
U.S. Postal Service - FSO, Dallas, Tx.
Wal-Mart Corporation, Bentonville, Arkansas
Western Mortgage Corporation, Salt Lake City, UT
Young, Richaud & Meyers, LLC, Metairie, La.
September 27, 2019

Dr. F. King Alexander
President and Chancellor
LSU System Office
381 West Lakeshore Drive, Room 107
Baton Rouge, LA  70808

RE:  Recommendation to Approve the Purchase of Land in Squares 431, 441 and 463, First District, New Orleans

Attached for your review is a resolution to approve a proposed purchase of land in Squares 431, 441 and 463 in New Orleans. These are non-State owned lots adjacent to the LSU Health Sciences Center – New Orleans (LSUHSC-NO). The purchase of this property is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings, and is consistent with LSUHSC’s Master Plan.

It is requested that the resolution and the accompanying documents be forwarded to the Board of Supervisors for placement on their October 2019 meeting agenda.

Please do not hesitate to contact me should you require additional information.

Sincerely,

[Signature]
Larry Hollier, M.D.
Chancellor

Enclosures
To:        Members of the Board of Supervisors

Date:     October 25, 2019

Pursuant to Article VII, Section 9.A.2. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant board matter”.

9.A.2. The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.....

1. Summary of Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO), in support of its mission, proposes to purchase the non-State-owned parcels of land adjacent to LSUHSC-NO property in the attached documents titled “LSU Health Downtown Campus” and “Squares 431, 441 and 463 Parcel Ownership Information.”

The first of the parcels available currently is that located at 537 South Claiborne Avenue, New Orleans and is depicted on the attached drawing titled “Square 441.” We have ordered an appraisal of the market value. The final price will be negotiated per Division of Administration guidelines.

This transaction is part of LSUHSC-NO’s effort to improve campus security and to construct future academic buildings. The property is adjacent to the LSUHSC-NO campus and within the scope of its Master Plan and is the focus of an ongoing land acquisition project. This transaction advances LSUHSC-NO’s effort to improve campus security and to construct future academic buildings. Previously, the Board of Supervisors at its December 9, 2016 meeting approved the purchase of several other privately owned (i.e. not State owned) parcels within another adjacent city block (Square 440). Additionally, in its October 2018 meeting, the Board approved the purchase of property in Squares 499 and 518.

With this authority, LSUHSC-NO proposes to also purchase parcels within Squares 431, 441 and 463 as they become available, per the authority vested in the Division of Administration.

2. Review of Business Plan

The funds for the transaction are from LSUHSC-NO’s unrestricted funds.

3. Fiscal Impact

The purchase of this tract will increase the property holdings of the Board of Supervisors in the LSUHSC-NO’s downtown campus area. We have ordered an appraisal of the market value. The final price will be negotiated per Division of Administration guidelines.
4. Description of Competitive Process

The purchase price of the land will be based on current market value, as determined by a current appraisal.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

An Act of Sale will be entered into between the current owner and the Board of Supervisors of Louisiana State University and Agricultural College once the recommendation to purchase has been approved by the Board.

8. Conflicts of Interest

None.

ATTACHMENTS:

I. Letter from Chancellor Hollier

II. LSU Health Downtown Campus map

III. Legend Map of Squares 431, 441 and 463 with Parcel Ownership Information

RECOMMENDATION

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to purchase the non-State owned lots in Squares 431, 441 and 463 in the First District of New Orleans, listed above, the first of which, with street address of 537 South Claiborne Avenue, New Orleans, LA 70112, is to be purchased upon receipt of market value appraisal and subsequent negotiation, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s). The final price will be negotiated per Division of Administration guidelines.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board ofSupervisors, in consultation with General Counsel, to include in said approval to purchase said property any terms and conditions that he may deem in the best interest of the Board of Supervisors.”
Square 432 is a small square with a single lot. The state does not own property within this square, but does own the majority of land in the neighboring squares: 440 & 432. The property has a single building with multiple commercial entities.
Square 441 is a small square with two property owners. The State of Louisiana-DOTD is the owner of the majority of the land and is the right of way for an elevated portion of Interstate 10. One parcel is privately owned and has a single building and billboard that can be seen from the interstate.

The state owns approximately 39,716 square feet or 80% of square 441.
Square 463 has two property owners. The majority of the square is owned by The State of Louisiana-DOTD and LSU A&M Board of Supervisors and has the right of way for an elevated portion of Interstate 10. Two parcels are privately owned by the same owner and has two buildings and billboard scaled for the vehicular traffic on Poydras Street.

The state owns approximately 80,485 square feet or 84% of square 463.

<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Owner</th>
<th>Address</th>
<th>Square Footage(SF)</th>
<th>Estimated Land Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1901</td>
<td>GOBERT PROPERTIES LLC</td>
<td>1901 Poydras St</td>
<td>15,556</td>
<td>$</td>
</tr>
<tr>
<td>633</td>
<td>GOBERT PROPERTIES LLC</td>
<td>633 S Roman St</td>
<td>3,726</td>
<td>1,830</td>
</tr>
</tbody>
</table>
Request from LSU A&M to Consent to a Sublease of the Phi Kappa Psi House

Date: December 8, 2023

1. Bylaw Citation

Pursuant to Agreement and Act of Lease between LSU and Delta Zeta, Section:

2.h. No assignment or sublease without consent of LSU

2. Summary of Matter

Phi Kappa Psi fraternity has a ground lease with LSU and owns a Greek house at the location. Phi Kappa Psi is currently suspended from LSU and seeks to sublease its house to the Alpha Eta chapter of the Phi Mu Sorority for a period of one year, with a possible 3-month renewal. Phi Mu will occupy the house while its own house undergoes renovations.

The transaction will have no impact on LSU.

3. Review of Business Plan

No business plan is necessary, as LSU is simply consenting to a sublease between two private parties.

4. Fiscal Impact

There is no fiscal impact for this transaction.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

LSU will grant its consent to the private parties entering into the sublease which they have previously executed (but which cannot be legally effective unless and until LSU consents). LSU is not otherwise a party to the agreement. The agreement recognizes that it does not otherwise change any terms of the lease. The consent document will use standard language for such transactions and will be reviewed by Office of General Counsel prior to execution by the President.

7. Parties of Interest

Phi Kappa Psi Housing Corporation
Alpha Eta House Corporation
Phi Mu Sorority
8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Sublease

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to a Sublease from Phi Kappa Psi Housing Corporation to Alpha Eta Housing Corporation required by the terms of its Agreement and Act of Lease with LSU and to provide any other approvals or authorizations necessary for this transaction.
LEASE AGREEMENT
BY AND BETWEEN
LOUISIANA ALPHA CHAPTER OF PHI KAPPA PSI
HOUSING CORPORATION, INC.
&
ALPHA ETA HOUSE CORPORATION

1. PARTIES:

This Lease Agreement ("Lease") is made by and between Louisiana Alpha Chapter of Phi Kappa Psi Housing Corporation, Inc. (the "Landlord") and Alpha Eta House Corporation ("Tenant") (collectively referred to herein as "Parties" and individually as a "Party") and is effective November 1, 2023 (the "Effective Date").

2. LEASED PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that property identified in Exhibit "A", which Exhibit is attached hereto and incorporated herein (the "Leased Premises") as is, where is.

3. TERM AND TERMINATION:

a. The initial term of this Lease shall begin on the Effective Date and terminate on December 31, 2024 (the "Initial Term"). With at least sixty (60) days written notice given prior to termination of the Initial Term, Tenant may extend this lease on a month-to-month basis (the "Renewal Term") for up to three (3) months. Renewal Terms are subject to the approval of Landlord, which approval shall not be unreasonably withheld. The Initial Term and any Renewal Term are referred to herein as the "Term". If the Lease is renewed, it shall be subject to the same covenants, terms, and conditions contained in this Lease.

b. Notwithstanding anything else herein to the contrary, if Louisiana State University commutes, changes, lifts, or otherwise removes its suspension of the Louisiana Alpha Chapter of the Phi Kappa Psi Fraternity, this Lease is terminable at Landlord’s sole option at the end of the semester following the semester in which the suspension is removed. For example, if the Chapter’s suspension is lifted on February 15, 2024, the lease will be terminable at Landlord’s sole option as of May 13, 2024. For purposes of this Lease, the academic calendar referred to is the academic calendar published by Louisiana State University.¹

4. RENTAL & UTILITY PAYMENTS:

a. Tenant agrees to pay FIVE THOUSAND DOLLARS ($5,000.00) per month for the period beginning on the Effective Date through and including the month ending

¹ See LSU’s Spring 2024 Academic Calendar, which is available at https://www.lsu.edu/registrar/academics/academic-calendar.php (last visited April 6, 2023).
December 31, 2023. Tenant agrees to pay TEN THOUSAND DOLLARS ($10,000.00) per month for the period beginning on January 1, 2024 and thereafter during the Initial Term of the lease. Tenant agrees to pay ELEVEN THOUSAND DOLLARS ($11,000.00) per month during any Renewal Terms. Monthly payments are due and payable on the first day of each month and will be neither refunded nor prorated.

b. Tenant is also responsible for all utilities due on the leased premises during the term of the lease, including the electrical bill, water bill, gas bill, lawn care bill, garbage and/or recycling bill, internet and/or cable television bill, along with any other recurring bills not specified herein as being the responsibility of Landlord. In order to maintain longstanding commercial relationships and avoid complication, Landlord agrees to advance sums due for these utilities to the respective vendors and utilities and provide proof of said expenses in the form of invoices and/or bills to Tenant. Tenant shall reimburse Landlord for these expenses and bills within 30 days of being provided with said proof. These reimbursable expenses are in addition to the monthly rental payments set forth above.

c. Any written deviations and/or modifications of the payment due dates and/or agreements to bundle payments for convenience that may be made between an agent for Tenant and an agent for Landlord will not cause a waiver of any sum due by Tenant. Tenant shall appoint an individual to serve as Landlord’s single-point-of-contact.

d. Untimely payments will accrue interest at a rate of 12% per annum.

e. In addition to the interest provided for above, there shall be a penalty due and payable by Tenant to Landlord for late payment of any rentals as follows: $200 if rental payment is received after the 10th of the month in which it is due.

f. Rent and Utility payments will not be abated in the event of a casualty that is caused by the negligence, gross negligence, misconduct, suspension, action, inaction, or the status or circumstances of either Tenant or the undergraduate Phi Mu Sorority Chapter, including any suspension or change of status of any kind of the undergraduate Phi Mu Sorority Chapter, including sanctions, penalties, rescission of recognition, probation, and similar imposed by Louisiana State University, the University’s Panhellenic Council, Phi Mu’s National Organization, Tenant, or other organization, including any sanction or penalty that requires Tenant to vacate or not fully use the Leased Premises.

5. SECURITY DEPOSIT:

Tenant has deposited with Landlord the sum of TEN THOUSAND DOLLARS ($10,000.00), receipt of which is hereby acknowledged, which security deposit shall not bear interest and shall be held as security for faithful performance of any and all obligation of this Lease.
6. USE OF PREMISES:

a. The Leased Premises will be used as a sorority house and for sorority house purposes only.

b. Tenant shall comply, at Tenant's sole cost and expense with all applicable laws, ordinances, rules, codes, and regulations of any governmental, university, or other authority pertaining to the use and occupancy of the Leased Premises, except such as may be specifically set forth herein.

7. CONDITION, MAINTENANCE, AND EXPENSES:

a. Landlord agrees to deliver the Leased Premises to Tenant on the Effective Date in a clean and tidy condition.

b. Landlord shall maintain, in good condition and repair, and be responsible to replace, if necessary, at Landlord's expense, the structure, including the roof, load bearing and exterior walls, staircases, windows, porches, and patios, including the exterior pavement, and systems, including electrical, plumbing, and lighting. Nevertheless, damage to the Leased Premises, including but not limited to the systems and components thereof, caused by acts or omissions of Tenant or Tenant's guests, members, sublessees, agents, and/or invitees, including but not limited to the undergraduate Phi Mu Sorority Chapter, will be at Tenant's sole expense.

c. Landlord shall pay annual termite inspection costs and agrees to keep property under a termite contract. Tenant shall be responsible for any and all supplemental and/or other pest control services it desires.

d. Landlord is responsible for HVAC maintenance, repair, and any necessary replacement, except where repairs are made necessary by the activities of Tenant or Tenant's guests, members, sublessees, agents, and/or invitees, including but not limited to the undergraduate Phi Mu Sorority Chapter. Tenant will be responsible for care-based charges for the HVAC, including filter replacements and the monthly service calls necessary to complete same. Tenant recognizes and acknowledges that the HVAC system at Landlord's facility may require supplementation during periods of high-intensity usage such as during sorority rush. Tenant alone is responsible for providing such supplemental HVAC. The use of any such supplemental HVAC system will be preceded by a minimum of two-weeks' notice to Landlord. Landlord may require the supplemental HVAC installation and/or setup to be coordinated with Landlord's HVAC contractor to ensure integrity and proper operation of the facility's standard HVAC system. If work is performed on the Leased Premises by Tenant, Tenant and Tenant's contractor(s) will take care to prevent dust and foreign matter associated with said work from entering the HVAC system. Any cleaning or repair of the HVAC system made necessary by said work will be at Tenant's sole cost.

e. Tenant shall keep the Leased Premises in a clean, tidy, and secure condition during the Term of the lease. All housekeeping and exterior cleaning will be performed by
Tenant and/or at Tenant’s sole expense through a properly licensed and insured vendor.

f. Tenant shall be responsible for maintaining and making ordinary repairs to the Leased Premises and any improvements thereon.

g. Tenant is responsible for and shall maintain all plumbing within the interior of the Leased Premises.

h. Tenant shall be responsible for all security and/or alarm system monitoring and repairs/replacement. All security and/or alarm monitoring and/or repair/replacement/upgrade costs and expenses will be at Tenant’s sole expense.

i. Any supplemental and/or extra lawncare or grounds work that may be desired by Tenant will be performed at its sole expense and only with the permission of Landlord, which will not be unreasonably withheld.

j. At the termination of this Lease, by expiration of its Term or otherwise, Tenant shall return the Leased Premises to Landlord broom clean and in good order, the usual wear and tear excepted. Tenant shall make actual delivery of the keys and any access codes to Landlord at an agreeable time and place.

k. At no time may Tenant allow anyone other than a properly licensed and insured tradesman or contractor to access the roof, attic, or mechanical spaces of the Leased Premises.

8. ALTERATIONS AND CONTEMPLATED IMPROVEMENTS:

a. Tenant may alter the paint colors, surface finishes, fixtures, and flooring materials in the interior of the Leased Premises. These changes are subject to Landlord’s approval, which approval will not be unreasonably withheld. All changes must be performed and made in a workmanlike manner by properly licensed and insured tradesmen. Tenant will be solely responsible for any damage caused by or resulting from any such changes and/or work.

b. Tenant may make such improvements and updates as it desires to the downstairs hall bathroom, which bathroom is located on the north side of the Leased Premises. All improvements, and updates to this bathroom are subject to Landlord’s approval, which approval will not be unreasonably withheld and must be performed and made in a workmanlike manner by properly licensed and insured tradesmen. Tenant will be solely responsible for any damage caused by or resulting from any such changes and/or work. Solely for work performed in this bathroom, Landlord will provide Tenant with a 50% rent credit for improvements and updates made in this bathroom only. The credit will be applied to the first rental period following receipt of paid invoices documenting said improvements and updates. The total amount of Tenant’s credit across all months and all improvements and updates shall not exceed $7,500. Tenant shall pre-clear any improvements and updates with Landlord.
for which Tenant intends to claim this credit.

c. At the conclusion of the Term, Tenant must, at Landlord's sole option, return the
Leased Premises to its original condition.

d. Notwithstanding anything else herein to the contrary, no permanent change or
alteration may be made to either of the two murals located in the front foyer of the
Leased Premises, which murals are shown below:

Nor may any permanent change or alteration be made to the mural in the rear entry
on the west side of the Leased Premises, which is shown below:
These three murals may, however, be covered provided said coverings do not damage or alter them.

9. RESPONSIBILITY FOR INJURIES AND DAMAGES:

a. Tenant will indemnify Landlord and hold Landlord harmless from and against any and all claims, actions, damages, liability, and expenses, including attorneys’ fees in connection with loss of life, personal injury, and/or damage to property and or any other damage claims arising from or out of occupancy or use by Tenant of the Leased Premises or any occurrence in, upon or at the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, representatives, contractors, servants, guests, members, pledges, rushees, alumni, parents, and/or invitees, including but not limited to the undergraduate Phi Mu Sorority Chapter, expressly excepting any loss or damage caused by the gross negligence of Landlord. Any and all property of Tenant, the undergraduate Phi Mu Sorority, any member thereof, and/or anyone else that is kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to or loss of same, including subrogation claims by any insurance carrier.

b. Neither Landlord nor any of Landlord’s officers, board members, or agents shall be liable or responsible to Tenant, its agents, employees, representatives, contractors, servants, guests, members, pledges, rushees, alumni, and/or invitees, including but not limited to the undergraduate Phi Mu Sorority Chapter, for any loss of any kind, damage or inconvenience to any property or person occasioned by theft, fire, act of God, public enemy, fuel, insurrection, vandalism, sabotage, war, court order, requisition, or order of any Government body or authority unless attributable to Landlord’s gross negligence or fault.

c. Under no circumstances whatsoever shall either party, or such party’s officers, board members, or agents ever be liable hereunder for consequential or special damages. Nevertheless, this provision shall in no way impair or nullify Tenant’s obligation to pay to Landlord the sums due under Section 4.

10. DESTRUCTION OF LEASED PREMISES:

If the premises are totally destroyed, or so substantially damaged as to be untenantable, this Lease shall terminate as of the date of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not rendered wholly untenantable and the damage can be fully repaired in ninety (90) days, the rental shall abate in proportion to the damage to the premises and Landlord shall, at Landlord’s option, restore the premises within said time limit, whereupon rent in full shall recommence. Should Landlord fail or refuse to fully repair the premises within ninety (90) days, Landlord or Tenant may terminate this Lease agreement and no further compensation shall be due Tenant except abatement of Rent as stated herein.
11. INSURANCE:

   a. INSURANCE: Tenant covenants to provide and keep in full force and effect at Tenant’s sole cost and expense, during the entire term of this Lease or any extension or renewal hereof, a comprehensive policy of public liability and property damage insurance protecting Landlord and Tenant against any liability for injury or death to any persons and/or damage to property occurring in, on, or about the Leased Premises, or any appurtenances thereto, with respect to the operations of Tenant, as well as any sub-Tenant of Tenant herein. Tenant agrees to carry insurance with an insurance carrier licensed to do business in the State of Louisiana, in an amount of not less than $1,000,000 in respect to any one incident and $2,000,000 in the aggregate for Bodily Injury and Property Damage including Products and Completed Operations, Personal Injury and Advertising Injury, and contractual liability coverage. Tenant shall name Landlord as an “Additional Insured” and shall provide Landlord with a copy of all such insurance policies above referred to, or with an appropriate certificate of insurance indicating that all required insurance coverage is in full force and effect no later than fifteen (15) days prior to the Effective Date. Copies of policies and/or certificates of insurance evidencing renewals of the required coverage should be provided fifteen (15) days prior to the date the renewal term commences. It is understood that the limits of the insurance coverage above mentioned shall not be considered a limitation of the Tenant’s indemnification obligation in favor of Landlord, the Tenant remaining responsible for any liabilities which exceed the amount of such insurance coverage provide for herein.

   b. HOLD HARMLESS: Except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, servants, board members, employees, or contractors, Landlord shall not be liable to Tenant, or to Tenant’s agents, servants, employees, members, pledges, rushees, potential new members, guests, staff, alumni, parents, or invitees, including but not limited to the undergraduate Phi Mu Sorority Chapter, for any damage to person or property, caused by any act, omission or neglect of Tenant or Landlord, its agents, servants, board members, or employees, and Tenant agrees to indemnify and hold Landlord harmless from any and all liability and claims for any such injury or damage, expressly excepting any loss or damage caused by the gross negligence or willful misconduct of Landlord. In the event any provision of this Lease is found by a court of law or equity to be unlawful, invalid or unenforceable, in that event said provision will be revised, ipso facto, to comport with the current law so as to allow Landlord to enforce said provision to the fullest extent of the law and the remainder of the Lease shall remain valid as originally stated.

12. SIGNS OR DECORATIONS:

   Tenant shall make no permanent change to the exterior of the Leased Premises. Tenant may, however, display temporary signs and/or banners on the outside of the Leased Premises if such signage is non-destructive and in keeping with signage ordinarily displayed on the outside of sorority houses located on Louisiana State University’s West Lakeshore Drive. At no time may
any signs, banners, or decorations be placed on the roof of the Leased Premises.

13. RIGHT OF ENTRY AND POSTING OF SIGNS:

   a. Landlord reserves the right to enter the Leased Premises with or without others as necessary at reasonable times, outside of regular business hours, with reasonable notice to Tenant, in order to inspect the Leased Premises, and/or to undertake such repairs, and maintenance for which Tenant is responsible and has failed to perform, but which Landlord may deem necessary for the protection and preservation of the Leased Premises, but nothing contained in this paragraph shall be construed to require Landlord to make any repairs whatsoever for which Tenant is responsible. Notwithstanding, Landlord shall have the right to enter the Leased Premises at any time, without prior notice to Tenant, in the case of an emergency. However, Landlord shall give Tenant notice of such entry and the purpose thereof, as expeditiously as reasonably possible under the circumstances. Tenant shall provide Landlord with current contact information, including telephone number, for said immediate notification. Landlord shall retain at all times a set of keys to the premises for his own use for the above purpose and Tenant shall not change the locks on any exterior or interior doors without prior approval of Landlord. Should Tenant elect not to exercise its option to renew this Lease after the expiration of the Initial Term or any Renewal Term thereafter, Landlord shall have the right to show the Leased Premises to prospective tenants or purchasers of the Leased Premises; provided, however, that Landlord (1) shall show the Leased Premises only during business hours and (2) shall not unreasonably interfere with or interrupt Tenant’s use of the Leased Premises during such showings.

   b. Notwithstanding anything contained in this paragraph to the contrary, Landlord shall use its best efforts to coordinate with Tenant so that such repairs, additions, and/or alterations to be made to the Leased Premises and any showings do not interfere with Tenant’s use of the Leased Premises. To the extent reasonably possible, all entry by Landlord shall be in the presence of a representative of Tenant. Landlord shall announce itself (specifically that a male is present) prior to entering into the private areas of the Leased Premises, including hallways connected to bedrooms, bedrooms, and bathrooms.

14. ASSIGNMENT:

   Except for individual bedrooms in the Leased Premises, which Tenant may sublease to individual students, each of which must be an active member of the undergraduate Phi Mu Sorority Chapter, Tenant may not sublet all or any portion of the Leased Premises without the prior written consent of Landlord. Subleases to individual students may be for no longer than two academic semesters and must be subject to this Lease, including the term of this Lease.

15. DEFAULT OF TENANT:

   a. Any one or more of the following events shall constitute a breach of this Lease and, upon occurrence thereof, Tenant shall be in default hereunder:
i. Whenever Tenant shall fail to pay any installment of rent or any other sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for fifteen (15) days after Tenant shall have been given written notice thereof.

ii. Whenever Tenant shall fail to keep, perform, or observe any of the covenants, conditions, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

iii. Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Tenant or for all or substantially all of the property of Tenant party shall be appointed without acquiescence, and such petition or appointment is not discharged within sixty (60) days after the happening of such event; or

iv. Whenever Tenant shall be dissolved or liquidated, or whenever Tenant shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Tenant shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as will impair Tenant's ability to carry on its operations at the Leased Premises, or whenever Tenant shall make a general assignment for the benefit of Tenant's creditors, or shall enter into a release or composition with Tenant's creditors or whenever an Order for Relief shall be granted with respect to Tenant pursuant to Title 11 of the United States Code or whenever Tenant shall seek relief under any other law for the benefit of debtors.

b. If Tenant is in default under this Lease, Landlord, at its option, may exercise any one or more of the rights and remedies granted by law.

i. Termination of this Lease by Landlord's notice, summary proceedings, or otherwise, shall not relieve Tenant of any liability hereunder and Tenant shall remain obligated to pay Landlord all rent and other sums required to be paid including interest at the maximum legal rate allowable under Louisiana law at the time of a default by Tenant hereunder.

ii. Landlord may declare the entire unpaid rent for the unexpired Term of this Lease immediately due and payable, reserving unto Landlord the right to collect any additional rent accruing under this Lease from time to time. Landlord shall make a good faith effort to relet the Premises after Tenant vacates the Leased
Premises. Upon the reletting of the Leased Premises, Landlord shall not collect rent from Tenant for the months remaining on Tenant’s Lease, except to the extent Landlord is unable to relet the Premises for an equal amount or for the remainder of the Initial Term. Tenant shall cover any such shortfalls such that Landlord is made whole.

iii. If this Lease is terminated according to law, whether or not the Leased Premises are relet, Landlord shall be entitled to recover from Tenant in addition to all other damages, an amount equal to all reasonable expenses, including attorneys’ fees, as outlined in Section 18, incurred by Landlord in recovering possession of the Leased Premises, together with all reasonable expenses incurred for the care and protection of the Leased Premises while vacant. All such damages to become due and payable by Tenant within thirty (30) days after presentation of an invoice therefor.

c. If Tenant fails or refuses to permit Landlord to lawfully re-enter the Leased Premises in the event of a default, Landlord shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Landlord’s rights under this paragraph or under the other terms of this Lease, and Landlord may at the same time or subsequently sue for any money due or to enforce any other rights which Landlord may have.

d. In the event of any default, Tenant shall remain responsible for all damages or losses suffered by Landlord for which Tenant is responsible. Tenant waives any requirement of “putting-in-default” for any such breach, except as expressly required by this Lease.

e. Failure strictly and promptly to enforce the conditions set forth above shall not operate as a waiver of Landlord’s rights. Landlord expressly reserves the right always to enforce prompt payment of rent or to cancel this Lease regardless of any indulgences or extensions previously granted, except for the grace periods set out herein. Landlord’s accepting any rent in arrears, or after notice of institution of any suit for possession, or for cancellation of this Lease, will not be considered as a waiver of rights under any suit or of any of the other rights of Landlord.

16. DEFAULT BY LANDLORD:

If Landlord fails to perform any of its obligations under this Lease Agreement, Tenant (except in the case of an emergency) shall take no action without having first given Landlord fifteen (15) days written notice describing with specificity any such failure; provided, however, that if the nature of Landlord’s failure is such that it cannot reasonably be cured within such fifteen (15) day period, the time for curing such failure shall be extended for such period of time as may be necessary to complete such cure, so long as Landlord shall proceed promptly to cure same and shall prosecute such cure continuously, in good faith and with due diligence. Following such notice and failure by Landlord to cure within such period, Tenant shall have all rights available to it at law or in equity, shall have the option to terminate this Lease, and shall have the further right to
take the necessary actions to perform Landlord’s uncured obligations hereunder and invoice Landlord for the reasonable cost and reasonable expenses thereof, unless Landlord has diligently commenced to perform its uncured obligations hereunder within said fifteen (15) day period. If Tenant has obtained an invoice or other documentation setting forth the costs it incurred in curing any such default by Landlord which has not been cured within the applicable cure period provided above and has paid such costs, then Tenant shall have the right to offset and deduct said sum from its next payment of Rental at which time Tenant shall provide Landlord with copies of such paid invoices or other documentation. Such Rental payment offset against the base rent shall not be an Event of Default under the Lease.

17. SURRENDER OF PREMISES:

At the Lease Expiration of this Lease, or its termination for other causes, Tenant shall immediately surrender possession. Should Tenant fail to do so, Tenant shall pay any and all damages suffered by Landlord, but in no case less than two times the rent per day, plus attorneys’ fees and costs, as outlined in Section 18. Notwithstanding any provision to the contrary in this Lease, Tenant also expressly waives any notice to vacate at the expiration or termination of this Lease.

18. ATTORNEYS’ FEES:

Should either Party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect their interest in any matter arising under this Lease, or to recover damages for the breach of this Lease, the Party prevailing in any final judgment shall be entitled to recover from the other Party all reasonable costs, charges, expenses, including attorneys’ fees, expended or incurred in connection therewith. In the event that any claim is made for rental amounts owed, Landlord may elect to utilize the services of a collection agency or agent and Tenant shall also be responsible for charges of said collection agency or agent.

19. AMERICANS WITH DISABILITIES ACT:

Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Tenant’s specific use of the Leased Premises, Landlord makes no warranty or representation as to whether or not the Leased Premises comply with the ADA or any similar legislation, rule, or provision. In the event that Tenant’s use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Tenant agrees to make any such necessary modifications and/or additions at Tenant’s sole expense and using a properly licensed and insured contractor.

20. PROPERTY ABANDONED:

All property remaining in or on the Leased Premises upon termination or conclusion of this Lease shall be considered to have been abandoned by Tenant and Landlord may dispose of it in any manner Landlord wishes. Tenant will reimburse Landlord for all costs incurred for disposal together with all costs for repairs required because of removal of all or any such abandoned property.
21. ASSIGNMENT BY LANDLORD:

Landlord shall have the right to transfer and assign, in whole or in part, all of Landlord’s rights and obligations hereunder, as well as the Leased Premises, and in such event Landlord shall have no further liability or obligation hereunder. Nothing contained herein shall limit or prevent any assignment of this Lease or the revenue derived therefrom.

22. NOTICES:

Notices to be given under this Lease by Landlord to Tenant or by Tenant to Landlord, shall be in writing and shall be either delivered by hand or sent by certified or registered mail, return receipt requested with written evidence of delivery to the addresses set forth below.

To Landlord: Louisiana Alpha Chapter of Phi Kappa Psi Housing Corporation, Inc. 
Attn: W. Langston Rogers 
P.O Box 17167 
Hattiesburg, MS 39404-7167

With copies to: 
Anthony J. Lascaro 
4210 Bluebonnet Blvd. 
Baton Rouge, LA 70809

& 
Douglas M. Schmidt 
335 City Park Avenue 
New Orleans, LA 70119-4321

To Tenant: Alpha Eta House Corporation 
Attn: June M. Byrd, President 
322 Long Meadow Drive 
Baton Rouge, LA 70810 
Jmbyrd3186@aol.com

23. APPLICABLE LAW AND VENUE:

a. The provisions of this Lease have the effect of law between the Parties, but in reference to matters not covered by it, this Lease shall be governed by applicable laws of the State of Louisiana.

b. It is agreed by the Parties that any action based on, relating to, or arising out of this Lease will be brought only in East Baton Rouge Parish, State of Louisiana.

24. MODIFICATIONS TO LEASE:

This Lease may not be modified except by an instrument in writing signed by the Parties hereto.
25. BINDING EFFECT:

This Lease binds each of the Parties and their respective heirs, successors, and assigns. All of the terms of this Lease, including the provisions against sublease, apply to any persons claiming by or through either Party.

26. MUTUAL WAIVER OF SUBROGATION RIGHT:

Whenever any loss, cost, damage or expense resulting from fire, explosion, or any other insurable casualty or occurrence is incurred by either Landlord or Tenant and such Party is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the Party so insured, or required to be insured, hereby releases the other Party from any and all liability it may have on account of such loss, costs, damage, or expense, to the extent of any amount recovered, or which would have been recovered if so insured, by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, to the amount of insurance required by and obtained pursuant to this Lease.

27. CONSTRUCTION OF LEASE:

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions thereof. Landlord and Tenant agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

28. NON-RECORDATION/SHORT FORM LEASE:

a. Landlord and Tenant agree not to record this Lease in the public records.

b. Either Landlord or Tenant may record an extract of this Lease in the conveyance records of East Baton Rouge Parish, State of Louisiana.

29. QUIET ENJOYMENT:

Tenant shall peacefully have, hold, and enjoy the Leased Premises subject to the other terms hereof and provided Tenant shall pay the rentals and reimbursements herein recited and perform all of its covenants and agreements herein contained.

30. PARKING:

No parking is provided with this lease and Tenant shall allow no one to park or drive on the Leased Premises. Customary and ordinary grounds and lawn maintenance crews are excepted, but Tenant is solely responsible for any and all damage that may result. If Tenant believes that parking or driving on the Leased Premises is otherwise necessary, it shall contact Landlord at least 14 days prior to the date of said parking and/or driving on the Leased Premises, which shall not
occur until approved by Landlord in writing.

31. EXECUTION:

By their signature below, each of the following represent that they have authority to execute this agreement and to bind the Party on whose behalf their execution is made. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which will constitute one and the same instrument. Counterparts may be delivered by facsimile or electronic transmission (including portable document format (i.e. pdf)) and such signatures shall be effective as originals hereto.

IN WITNESS WHEREOF, each Party has signed this Agreement on the date set forth under their respective signatures.

LANDLORD:
Louisiana Alpha Chapter of Phi Kappa Psi Housing Corporation, Inc.

By: ______________________________
    Anthony J. Lescaro
    Its: Vice President
    4120 Bluebonnet Blvd.
    Baton Rouge, LA 70809

Date: _______9/15/2023____

TENANT:
Alpha Eta House Corporation

By: ______________________________
    June M. Byrd
    Its: President
    4090 West Lakeshore Dr.
    Baton Rouge, LA 70808

Date: _______9/21/2023____

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EXHIBIT “A”

LEASED PREMISES

The Leased Premises shall be the following described property, to wit:

ITEM ONE:

That certain Leasehold Estate created by Agreement and Act of Lease dated May 23, 1966, between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as Lessor and Alpha Xi Delta Building Corporation as Lessee, recorded as Original 25, Bundle 6240 in the office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, and assigned by Alpha Xi Delta Building Corporation to Alpha Xi Delta Fraternity, Inc. by Assignment of Lease dated December 3, 1990, recorded as Original 593, Bundle 10205 of the official records of East Baton Rouge Parish, Louisiana, covering and affecting the following described property, to-wit:

A certain lot or parcel of ground comprising a portion of the Louisiana State University Campus, Parish of East Baton Rouge, State of Louisiana, together with all improvements thereon and all rights, ways, privileges, and servitudes thereunto belonging to or in any way appertaining, and being more particularly described as Lot No. Twelve (12) of the new Sorority Lots as shown on map of survey made by C. Carter Brown, dated June 25, 1964, and revised October 7, 1964, entitled, “Louisiana State University Subdivision of Sorority Area.”

ITEM TWO:

All Buildings and Improvements located on the Leasehold Estate described in Item One above.

Subject to all previously recorded building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

The municipal address of said property is 3970 West Lakeshore Drive, Baton Rouge, Louisiana 70808.
Request from LSU Shreveport to Approve a Lease Agreement with Caddo Parish School Board for Construction of an Entrance Road and Usage of a Baseball Facility

Date:  December 8, 2023

1. Bylaw Citation

Pursuant to Article VII, Section 1

   E. Lease of Immovable Property

2. Summary of Matter

LSU Shreveport (LSUS) proposes to enter into a Cooperative Endeavor Agreement, termed a Lease Agreement, with Caddo Parish School Board (School Board) pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana, La. R.S. 13:3661, and Act 475 (2022) of the Louisiana legislature. School Board has fulfilled its obligations under the existing December 8, 2020 lease and therefore, under the terms of this agreement, the Former Lease will be terminated and substituted with a new Lease Agreement. The Leased Premises shall be defined as a 7.794 acre tract, consisting of the unused baseball field on the LSUS campus. In exchange for (i) an annual rent payment by School Board, (ii) School Board’s contribution to the construction and maintenance of a paved road to Kings Highway on property adjacent to the Leased Premises, (iii) the construction by School Board of the parking area within the Leased Premises, and (iv) the continued maintenance of the Leased Premises by School Board, LSUS grants School Board the use of the Leased Premises for use by C.E. Byrd High School for games and practice.

The attached Lease Agreement provides for the terms of continued maintenance of leased premises and the construction and maintenance of paved road and parking area by detailing the rights and obligations of both parties.

The initial term of new lease will commence on January 1, 2024, expire on December 31, 2058, and allow the parties the option to extend the term for up to an additional 35 years.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

In consideration of leasing the Leased Premises, School Board shall pay annual rent of $5,000.00 for the term of the lease. Rent during any renewal period shall be the annual sum of $7,500.00. The first year’s rent shall be due upon commencement of the lease.

LSUS agrees to reimburse School Board for two-thirds (2/3) of the cost of construction of paved road on LSUS property up to a maximum of $243,611.75. After construction of paved road is complete, LSUS agrees to reimburse School Board fifty percent (50%) of reasonable maintenance cost of such improvements to the paved road. Any improvements to the Leased Premises other than those related to construction of the paved road mentioned above shall be at School Board expense.
Any improvements to the Leased Premises by School Board will remain the property of LSUS at the termination or expiration of the lease.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Cooperative Endeavor Agreement, termed a Lease Agreement, was partially drafted by and has been reviewed by LSU Office of General Counsel.

7. Parties of Interest

LSU Shreveport, Caddo Parish School Board and C.E. Byrd High School.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Lease Agreement

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed Lease Agreement between LSUS and the Caddo Parish School Board.
LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between:

THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, on behalf of Louisiana State University Shreveport (hereinafter "LSUS" or "University"), represented by William F. Tate IV, President;

and

CADDYO PARISH SCHOOL BOARD (hereinafter "School Board"), represented herein by its duly authorized Superintendent, Dr. Theodis Lamar Goree;

who hereby agree as follows:

WHEREAS, LSUS and School Board are parties to that certain Agreement of Lease with effective date of December 8, 2020 ("Former Lease") regarding the use by School Board and C.E. Byrd High School ("School") of certain property owned by the University and described in the Former Lease and attachments thereto;

WHEREAS, School Board has fulfilled its obligations under the Former Lease, including construction of a parking lot adjacent to the Baseball Field, maintenance of the Baseball Field and maintenance of the access roads serving the Baseball Field;

WHEREAS, LSUS acknowledges that School Board has, to date, fulfilled its obligations undertaken in the Former Lease;

WHEREAS, LSUS and School Board have determined it is in their mutual best interests to terminate the Former Lease, and to substitute a new lease;

NOW, therefore, in consideration of the mutual covenants herein described, the parties do agree as follows:

1. The Former Lease is terminated. This Lease Agreement ("Lease") shall take effect on the Effective Date. The parties hereby agree that this Lease shall satisfy the requirements of Act 475 (2022) of the Louisiana legislature and shall render Section 6 of Act 475 (2022) without effect.

2. The initial term of this Lease shall be effective on January 1, 2024 ("Effective Date") and shall expire on December 31, 2058. School Board shall have the option to extend the term of this Lease for up to an additional 35 years, under the same terms and conditions, conditioned upon the express agreement of LSUS to such renewal. In the event School Board desires to renew the Lease, School Board shall provide written notice to LSUS no later than 180 days prior to expiration of the original term. In the notice of renewal, School Board shall state the number of years, up to 35, for which the lease renewal shall be in effect.

3. This Lease is a Cooperative Endeavor Agreement made and entered into by the parties, pursuant to Article VII, Section 14(C) of the Constitution of the State of Louisiana, and consistent with La. R.S. 17:3361, for a public purpose.

4. The Leased Premises shall be defined as the 7.794 acre tract depicted within the boundaries on Exhibit A, an unofficial survey dated February 6, 2023.

5. In exchange for (i) its contribution to the construction and maintenance of a paved road to Kings Highway on property adjacent to the Leased Premises (as detailed below), (ii) the
construction of the parking area within the Leased Premises, and (iii) the continued maintenance of the Leased Premises, LSUS grants School Board the non-exclusive but prioritized use of the Leased Premises for use by School for games and practice, as provided herein.

A. LSUS hereby grants School Board the exclusive use of the Leased Premises as the home baseball and practice field for School. The Leased Premises shall not be used for any other purpose without the written consent of LSUS.

B. The University shall make available designated parking areas at or around the Leased Premises for the teams and individuals attending School home games or at the practice field for the teams and individuals attending the School practice sessions. All parking areas shall be limited to and restricted to LSUS paved or graveled parking lots, and no parking shall be allowed within the LSUS street rights of way (including the road identified in Section 6(A) below) or the public streets or the grass fields and lots anywhere in the vicinity of the Leased Premises. School Board shall be responsible for traffic control, including parking, and safety before, during and after each School home game.

6.

A. In consideration of LSU leasing the Leased Premises, School Board shall pay the annual sum of $5,000.00 (“Rent”) for the term of the Lease. The Rent during any renewal period shall be the annual sum of $7,500.00. The entirety of the first year’s Rent shall be due on the Effective Date of this Lease, and the entirety of each subsequent year’s Rent shall be due on the anniversary date of that lease year. Payment shall be made to the address in Section 17.

B. As further consideration for this Lease, School Board agrees to construct an all-weather paved road on adjacent LSUS property providing ingress and egress, with related drainage, between the Leased Premises and Kings Highway being in approximately the same location as depicted in yellow on Exhibit A hereto or, at its option, such other entrance/exit location as it deems appropriate. For this purpose, LSUS extends a non-exclusive right of access and use to School Board for that portion of LSUS property for the time period necessary to construct the aforementioned paved road.

C. The design and construction of the paved road shall be contracted for by the School Board, as provided by law, and shall be under the direct joint supervision of the School Board Director of Plant Facilities and the LSUS Director of Physical Plant, each of whom must give written approval to all plans and specifications for the work. If deemed necessary, lighting for the road shall be included in the construction design and plans. The design plans and specifications for the construction of the improvements must be approved by the LSUS Vice Chancellor for Business Affairs (“VCBA”). No construction will begin prior to obtaining the approvals of the VCBA. LSUS agrees to reimburse School Board for two-thirds (2/3) of the cost of such construction up to a maximum of $243,611.75. The parties intend for the construction described in this section to be completed within one year of the Effective Date.

D. After construction of the paved road is complete, and for the remaining term of the Lease, LSUS agrees to reimburse School Board fifty percent (50%) of the reasonable maintenance cost of such improvements to the paved road. However, any such maintenance or repairs shall require prior written approval by LSUS.

E. Any improvements to the Leased Premises other than those related to the construction of the paved road shall be at School Board expense and shall require the written consent of LSUS, which shall not be unreasonably withheld.

7.

School Board shall at all times keep the Leased Premises and all LSUS property free of liens, attachment, encumbrances or claims resulting from the School Board’s use of such property.

8.

School Board is authorized to charge admission to School baseball games, and to operate and manage the concessions for the games, and the funds derived thereby shall be retained by the School Board. After each game, the School Board shall provide all personnel necessary for and shall supervise the cleanup of the Leased Premises, including any parking areas on LSUS property.
made available for the event. Cleanup must be completed either by Midnight of the day on which a School home game is played, or prior to any subsequent LSUS home game in the event that a LSUS home game is played after and on the same day as a School game. The University shall provide the necessary cleanup of the Leased Premises after its use of any kind.

9.

Charges for electricity used on the Leased Premises by School shall be the responsibility of the School Board. The Leased Premises are separately metered. School Board shall make appropriate arrangements with the electric utility company to be invoiced directly for electricity use on the Leased Premises.

10.

All maintenance and repair of the Leased Premises, including structural maintenance, paved surfaces and maintenance of bleachers and public facing areas, shall be the sole responsibility of the School Board. School Board agrees to maintain the Leased Premises in the same condition as they are at the commencement of the Term or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted. As an exception, LSUS agrees to maintain, treat, remove, replace and otherwise be solely responsible for the location, care and custody of the trees on the Leased Premises. LSUS acknowledges it will be solely responsible for the trees’ condition and appearance, and, unless requested by LSUS and agreed upon by School Board, School Board will have no obligation or responsibility regarding the trees. In the event the structures on the Leased Premises are condemned by a governmental authority or substantially destroyed due to fire, flood, wind or other act of God, this Lease shall terminate as of the date of the condemnation or destruction and LSUS shall have no obligation to restore the Leased Premises.

11.

The School Board agrees to maintain general public liability insurance and property coverage for the Leased Premises in a minimum amount of $2,000,000.00 and shall list the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on any policy of insurance with coverage for the Leased Premises. Every five years during the Lease and any extension, the parties shall confer to determine whether an increase of insurance coverage limits is appropriate, premises considered.

12.

School Board shall indemnify and hold LSUS harmless from, for or against any and all liability for injury, damage or loss to person or property, including any liability to an invitee or third party, arising out of School Board’s construction on, use of or maintenance of the Leased Premises. School Board’s indemnity obligation shall include claims for injury or damage resulting from baseball games or baseball practices on the Leased Premises. LSUS shall indemnify and hold School Board harmless from, for or against any and all liability for injury, damage or loss to person or property but only to the extent and degree caused by the negligence or fault of LSUS.

13.

LSUS may terminate this Lease for cause based upon failure of the School Board to comply with the terms and/or conditions of the Lease, provided that LSUS shall give School Board written notice specifying such failure. If, within 30 days of LSUS providing written notice, the School Board shall not have corrected such failure or initiated and proceeded diligently to correct such failure, then LSUS may, at its option, place School Board in default and the Lease shall terminate on the date specified in such notice of default.

14.

Any improvements to the Leased Premises by School Board shall remain the property of LSUS at termination or expiration of this Lease.
15.

Neither party shall have a right to assign all or any part of this Lease to a third party, without prior written consent of the other.

16.

The School Board 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, The Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. School Board agrees not to discriminate in its employment practices, and will perform this Lease without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disability. Any act of discrimination committed by School Board, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease.

17.

Any and all notices, demands requests or other acts or actions which shall be required or permitted pursuant to this Lease, shall be in writing, addressed as follows or such other address as either party may designate in writing:

To LSU:

Louisiana State University Shreveport
Attn: Vice Chancellor for Business Affairs
One University Place
Shreveport, LA 71115

With copy to:

Louisiana State University
Office of General Counsel
3810 W. Lakeshore Drive, Suite 124
Baton Rouge, LA 70808

To Caddo Parish School Board:

Superintendent
1961 Midway Avenue
Shreveport, LA 71130

18.

The School Board and LSUS each expressly agree and acknowledge that in entering into this Lease, neither party shall be liable to the other for any benefits or coverage as provided by the Workers’ Compensation Law of the State of Louisiana, and further that under the provisions of La. R.S. 23:1034, no one employed by the School Board shall be considered an employee of LSUS and no one employed by LSUS shall be considered an employee of the School Board for purposes of Workers’ Compensation coverage.

19.

The continuation of this Lease is contingent upon an appropriation of funds by the Legislature to fulfill the requirements of this Lease. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Lease or if a veto or a reduction of appropriation of funds necessitates the discontinuance of this Lease, it shall terminate on the last day of the fiscal year for which funds were appropriated.
20. School Board may terminate this Lease at any time, with or without cause, by giving LSUS written notice no less than one year.

21. Should either party retain or assign an attorney to enforce any obligation undertaken herein by the other party, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses from the other party.

22. This Lease shall constitute the entire agreement between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

23. The provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

24. The parties hereto stipulate that the venue of any litigation arising under this Lease shall be in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of December, 2023.

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

By: ____________________________
William F. Tate IV, President

CADDO PARISH SCHOOL BOARD

By: ____________________________
Dr. Theodis Lamar Goree, Superintendent
December 1, 2023

Mr. Collis Temple, III
Chair, Louisiana Board of Regents
1201 North Third Street, Ste. 6-200
Baton Rouge, LA 70802

Dear Chairman Temple,

Pursuant to Act 472 of the 2021 Regular Session of the Louisiana Legislature, I am submitting the attached report and data pertaining to power-based violence on our campuses. Upon your approval, the report will be forwarded to the Louisiana Board of Regents.

Consistent with our transparency standards, this report will be posted on the Office of Civil Rights & Title IX website, www.lsu.edu/titleix-review. The attached data from Form B2 provides data on Confidential Advisors and Responsible Employees.

Annual Training is defined as the number of employees who complete the annual training on Power-based Violence prepared by the Board of Regents. Training was launched at most campuses starting sometime after April 1, 2023. On the A&M campus the training was launched on April 1, 2023. Systemwide the completion rate is 94% and LSU continues to move towards 100% completion rate by the end of December.

The B3 spreadsheet provides information on reporting and the consequences. Title IX Coordinators were asked to provide the information on the spreadsheet within the date range of April 1, 2023, to September 30, 2023. There were six cases from LSU A&M in which a Formal Complaint was filed during the time period. Three of the complaints were resolved successfully using an informal resolution process. One complaint was investigated and went through a formal hearing with the hearing panel finding the respondent responsible and issuing a deferred suspension. The other two complaints remained open either in the investigation phase or hearing phase. One of the six formal complaints was filed by the Title IX Coordinator. There was one Formal Complaint filed at LSU Health Shreveport during the time period. The formal complaint was dismissed for a lack of jurisdiction and referred to an affiliate agency for investigation and resolution. No other campus had a Formal Complaint filed between April 1, 2023, and September 30, 2023.

The B3 System Reporting Form presents information on annual training and a high-level look at reporting1. The first four rows can be interpreted as follows:

1. Responsible Employees (REs) are all employees on the campus minus the number of Confidential Advisors (CAs). (REs + CAs = total employees on a campus.)

---

1 Data for the B3 Form are an aggregate from B2 Forms submitted by each chancellor. Those data by campus can be found in the attached Campus Data table.
Employees are Mandatory Reporters.

2. REs who completed the Annual Training are all REs who took the BOR produced training module between January 1, 2023, and November 30, 2023.

3. Confidential Advisors are those employees on the campus who have been designated as confidential and therefore not a Mandatory Reporter. The Board of Regents has indicated that, at minimum, we should have one CA per every 1,500 students. All campuses meet that goal. There are currently 54 Confidential Advisors across the system.

4. Confidential Advisors must participate in training put on by the Board of Regents. There is one Confidential Advisor who will complete their training by the end of December.

The rest of the form provides specific information on false reports, formal complaints, and retaliation complaints. Of note, there were no instances of employees making a false report.

If you have any questions, please let me know.

Sincerely,

Jimmie M. Woods Sr.
Chair, LSU Board of Supervisors

Copy: William F. Tate, IV, President
     Kim Hunter Reed, Commissioner
     Todd Manuel, Vice President of Inclusion, Civil Rights & Title IX
Data from Form B2 – Information on Confidential Advisors and Responsible Employees by campus (November 30, 2023)

<table>
<thead>
<tr>
<th></th>
<th>LSU A&amp;M</th>
<th>LSUA</th>
<th>LSUE</th>
<th>LSUS</th>
<th>HSC NO</th>
<th>HSC S</th>
<th>AgCenter</th>
<th>PBRC</th>
<th>HCSD</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible Employees</td>
<td>7,590</td>
<td>374</td>
<td>227</td>
<td>646</td>
<td>3,341</td>
<td>2,322</td>
<td>967</td>
<td>449</td>
<td>454</td>
<td>16,370</td>
</tr>
<tr>
<td>Completion Annual Training</td>
<td>7,093 (93%)</td>
<td>341 (91%)</td>
<td>118 (52%)</td>
<td>619 (96%)</td>
<td>3,105 (93%)</td>
<td>2,317 (99.7%)</td>
<td>930 (96%)</td>
<td>445 (99%)</td>
<td>447 (98%)</td>
<td>15,415 (94%)</td>
</tr>
<tr>
<td>Confidential Advisors</td>
<td>26</td>
<td>3</td>
<td>2</td>
<td>7</td>
<td>4</td>
<td>7</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>54</td>
</tr>
<tr>
<td>Completion Annual Training</td>
<td>26 (100%)</td>
<td>3 (100%)</td>
<td>1 (50%)</td>
<td>7 (100%)</td>
<td>4 (100%)</td>
<td>7 (100%)</td>
<td>3 (100%)</td>
<td>1 (100%)</td>
<td>1 (100%)</td>
<td>53 (98%)</td>
</tr>
<tr>
<td>False Reports</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Formal Complaints of PBV</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1*</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>Found Responsible</td>
<td>1**</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Resulting in Corrective Action</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Retaliation Reports</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

* Note: The formal complaint did not meet Title IX jurisdictional requirements and was referred to an affiliate that had jurisdiction.

** Note: Three formal complaints were resolved using an informal resolution process. Two formal complaints remain under investigation.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>LSU A&amp;M</td>
<td>4.19.23</td>
<td>Title IX</td>
<td>Closed (61 days)</td>
<td>Sexual Assault-Fondling Sexual Misconduct</td>
<td>Informal Resolution</td>
<td></td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>LSU A&amp;M</td>
<td>4.22.23</td>
<td>PBV</td>
<td>Closed (158 days)</td>
<td>Sexual Assault-Fondling Sexual Misconduct</td>
<td>Responsible</td>
<td>Deferred Suspension</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>LSU A&amp;M</td>
<td>5.9.23</td>
<td>Title IX</td>
<td>Closed (45 days)</td>
<td>Sexual Harassment</td>
<td>Informal Resolution</td>
<td></td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>LSU A&amp;M</td>
<td>8.6.23</td>
<td>PBV</td>
<td>Open Investigation</td>
<td>Sexual Assault-Fondling Sexual Misconduct</td>
<td>Ongoing</td>
<td></td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>LSU A&amp;M</td>
<td>9.8.23</td>
<td>Title IX</td>
<td>Closed (48 days)</td>
<td>Sexual Assault-Forcible Rape Sexual Misconduct Stalking</td>
<td>Informal Resolution</td>
<td></td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>LSU A&amp;M</td>
<td>9.25.23</td>
<td>Title IX</td>
<td>Open Investigation</td>
<td>Sexual Assault-Forcible Rape Sexual Misconduct Power-based Violence</td>
<td>Ongoing</td>
<td></td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>LSU Health Shreveport</td>
<td>8.15.23</td>
<td>Title IX</td>
<td>Closed - no jurisdiction and referred to affiliate</td>
<td>Sexual Assault-Fondling Sexual Harassment</td>
<td>N/A</td>
<td>N/A</td>
<td>Female</td>
<td>Male</td>
</tr>
</tbody>
</table>

[1] June 29, 2021 is the effective date for purposes of complying with the Title IX Coordinator’s reporting requirements under Act 472 for 2021-2022 Academic Year, Fall Semester only. Beginning with AY 2022-2023, Fall Semester reporting will have an effective date of August 1st.

[2] Information about Formal Complaints is specifically required to be included in the Chancellor’s report. For convenience, BOR Recommends the Title IX Coordinators’ reporting in the third column serve as the basis of information to be included in the Chancellor’s report, so effectively Title IX Coordinators can copy and paste their reports regarding Formal Complaints into the Chancellor’s report.

[3] Type of Complaint, Title IX or Power-Based Violence (PBV).

[4] Status of investigation as it pertains to Formal Complaints filed for an accusation of power-based violence or retaliation. If closed, length of time taken to resolve complaint.

[5] Type of power-based violence or retaliation alleged.


[7] Institution should indicate where they are in the disciplinary status and also note if there was a sanction imposed and what sanction was imposed.

[8] Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.
Although not required by law, for data collection purposes BOR requests information pertaining to the gender of both the Complainant and Respondent.
# Form B3 – System Data Report
## 2023-2024 Academic Year, Fall Semester

### Confidential Advisors and Responsible Employees

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Number of Responsible Employees</td>
<td>16,370</td>
</tr>
<tr>
<td>b. Number of Confidential Advisors</td>
<td>54</td>
</tr>
</tbody>
</table>

### Annual Training *(please include number and percentage)*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Completion rate of Responsible Employees</td>
<td>15,415 (94%)</td>
</tr>
<tr>
<td>b. Completion rate of Confidential Advisors</td>
<td>53 (98%)</td>
</tr>
</tbody>
</table>

### Responsible Employee Reporting

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Number of employees who made false reports</td>
<td></td>
</tr>
<tr>
<td>i. Number of employees terminated</td>
<td>0</td>
</tr>
<tr>
<td>b. Number of employees who failed to report</td>
<td></td>
</tr>
<tr>
<td>i. Number of employees terminated</td>
<td>0</td>
</tr>
</tbody>
</table>

### Power-Based Violence Formal Complaints

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Formal Complaints received</td>
<td>7</td>
</tr>
<tr>
<td>b. Formal Complaints resulting in occurrence of power-based violence</td>
<td>1</td>
</tr>
<tr>
<td>c. Formal Complaints resulting in discipline or corrective action</td>
<td>1</td>
</tr>
<tr>
<td>i. Type of discipline or corrective action taken</td>
<td>1 (deferred)</td>
</tr>
<tr>
<td>i. Suspension</td>
<td></td>
</tr>
<tr>
<td>ii. Expulsion</td>
<td></td>
</tr>
</tbody>
</table>

### Retaliation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Reports of retaliation received</td>
<td>2</td>
</tr>
<tr>
<td>b. Investigations</td>
<td>0</td>
</tr>
<tr>
<td>c. Findings</td>
<td></td>
</tr>
<tr>
<td>i. Retaliation occurred</td>
<td>n/a</td>
</tr>
<tr>
<td>ii. Retaliation did not occur</td>
<td></td>
</tr>
</tbody>
</table>

---

1 Beginning with AY 2022-2023, Fall Semester reporting will have an effective date of October 1st of the previous calendar year.

2 In accordance with Act 472, the System’s report shall include the number of Responsible Employees (i.e., employees) and Confidential Advisors for the system.

3 In accordance with Act 472, the System’s report shall include the number and percentage of Responsible Employees and Confidential Advisors who have completed annual training.

4 Although this section is not required by Act 472, for data collection purposes BOR requests statistics regarding a responsible employees’ failure to comply with reporting requirements.

5 In accordance with Act 472, the System’s report shall include (1) the number of Formal Complaints of power-based violence received by a system, (2) the number of Formal Complaints which resulted in a finding that power-based violence violations occurred, (3) the number of Formal Complaints in which the finding of power-based violations resulted in discipline or corrective action, (4) the type of discipline or corrective action taken, and (5) the amount of time it took to resolve each Formal Complaint *(see 2nd form)*.

6 In accordance with Act 472, the System’s report shall include information about retaliation which includes the number of reports of retaliation, and any findings of any investigations or reports of retaliation.
RISK MANAGEMENT COMMITTEE
Quarterly Audit Summary

Fiscal Year 2024, 1st Quarter
# Table of Contents

Louisiana State University A&M (LSUAM) ............................................. 1  
  International Services ........................................................................ 1  

Health Sciences Center Shreveport (HSCS) ........................................... 2  
  EVT Lab Operations ........................................................................ 2  

Louisiana State University Shreveport (LSUS) ...................................... 3  
  LLA Management Letter ................................................................ 3  

Louisiana State University A&M (LSUAM)

International Services

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

This engagement evaluated the controls used by International Programs and related departments to oversee immigration compliance, academic programs abroad, and other international activities for students and employees at the LSU A&M campus.

Audit Findings and Recommendations:

We noted processes in place to mitigate related risks such as documented flowcharts, checklists, and request forms for immigration compliance, as well as standardized templates for international agreements. We also identified areas where controls could be enhanced and made the following recommendations to management:

- Designate responsible parties at the system level and at each campus to ensure export control compliance consultant’s recommendations are implemented.
- Revise LSU Permanent Memorandum (PM) 26 to clearly define signature authority for all immigration-related documents and define the circumstances by which a delegation of signature authority may be required.
- Consult with Senior Management and General Counsel to evaluate whether additional measures may be needed to enforce compliance with applicable laws and regulations.
- Strengthen controls to ensure international agreements receive required approvals prior to finalization of the agreement and maintain documentation of authorizations.

Management’s Response and Corrective Action Plan:

Management concurred with the findings and will implement corrective action by December 31, 2024.
Health Sciences Center Shreveport (HSCS)

EVT Lab Operations

Audit Initiation:

This audit was included on the Board-approved audit plan.

Audit Scope and Objectives:

The objective of this audit was to assess the controls used by HSCS for contract administration and billing and collection for COVID-19 testing and vaccination services through the Center of Excellence for Emerging Viral Threats (EVT). The scope covered the period of March 2020 to May 2023.

Audit Findings and Recommendations:

The EVT Lab provided vital services to address the testing and vaccination needs related to the COVID-19 pandemic; however, we provided the following recommendations to improve controls related to contract administration, data management, procurement, and institutional policies:

- Expedite the issuance of the request for proposal (RFP) for medical billing and collection services and contract with a third-party vendor to perform the services, in accordance with state purchasing rules and regulations. In addition, consider including the requirement for System and Organization Control (SOC) reviews in the RFP.

- Develop and implement a contract administration policy that contains requirements related to the scope of work, contract terms, review, approval, execution, and monitoring of revenue and expenditure contracts related to the procurement of goods and services.

- Update Administrative Directive 3.0, Purchasing Policy, to include specific requirements for emergency and sole source purchases, including annual reporting to the Office of State Procurement.

- Conduct and document a lessons-learned review of the activities HSCS performed in response to the COVID-19 pandemic to provide a guide for future pandemics.

Management’s Response and Corrective Action Plan:

Management concurred with the findings and will implement corrective action by December 31, 2023.
Louisiana State University Shreveport (LSUS)

LLA Management Letter

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor’s Office (LLA).

Audit Scope and Objectives:

The objectives of this audit included an evaluation of certain controls LSUS uses to ensure accurate financial reporting, compliance with applicable laws and regulations, and accountability over public funds for the period July 1, 2020, through June 30, 2022.

Audit Findings and Recommendations:

LLA determined that LSUS resolved prior-report findings related to lack of controls over outstanding student account balances and possible improper one-time salary supplement to employees. For the second consecutive engagement, LLA noted that LSUS did not ensure bank reconciliations were properly prepared or that transactions were recorded accurately and timely in its accounting system. Additionally, LSUS did not maintain adequate controls over payroll processing.

Management’s Response and Corrective Action Plan:

Management concurred with the finding related to bank reconciliations and partially concurred with the findings related to payroll. Corrective action plans were provided and will be complete by January 2024.
AGCTR
All action plans >18 months overdue are IT-related. Roughly 30% will be implemented by year-end with the remainder to be complete by October 2025.

LSUA
Of the action plans >18 months overdue, LSUA says those unrelated to IT will be complete in the next three months. The remaining action plans are estimated to be fully implemented by August of 2025.

LSUE
All action plans >18 months overdue are IT-related. 78% have been marked as complete, which OIA will test for effectiveness. The remaining action plans are estimated to be fully implemented by July 2024.

LSUS
Of the action plans >18 months overdue, LSUS says they have completed those unrelated to IT, which OIA will test for effectiveness. The remaining action plans are estimated to be fully implemented by the end of 2024.

PBRC
All action plans >18 months overdue are IT-related. 60% are estimated to be fully implemented in the next 12 months and the remainder by the end of 2025.

HSCNO
Of the action plans >18 months overdue, HSCNO says they have completed those unrelated to IT, which OIA will test for effectiveness. The remaining action plans are estimated to be fully implemented in the next 12 months, with two items related to mobile device management to be finalized by July 2025. Additionally, the two encryption-related items will require replacing the current product when the contract ends in 2027.

HSCS
Of the action plans >18 months overdue, HSCS says they have completed over 60%, which OIA will test for effectiveness. The remaining action plans are estimated to be fully implemented by the end of 2024.

HCSD
All action plans >18 months overdue are IT-related. Most are estimated to be fully implemented in the next 12 months, with two items related to mobile device management to be finalized by July 2025. Additionally, the two encryption-related items will require replacing the current product when the contract ends in 2027.

A&M
Of the action plans >18 months overdue, LSU A&M says they have completed over 40%, which OIA will test for effectiveness. The majority of remaining action plans are IT-related. Although a number of them do not have estimated completion dates, the others should be fully implemented by the end of 2024.

*See spreadsheet for details of open action plans >18 months overdue by campus with aging, progress toward completion, and estimated implementation date. It should be noted that 77% of open action plans > 18 months overdue are IT-related. The charts below present a visualization of the aging.
Summary of LSU Open Action Plans >18 Months Overdue

Aging of Open Action Plans > 18 Months Overdue

- 1.5-2 yrs
- 2.5-3 yrs
- 3.5-4 yrs
- 4.5-5 yrs
- > 5 yrs

Aging by Campus of Action Plans >18 Months Overdue

- AGCTR
- HCSD
- HSCNO
- HSCS
- LSUA
- LSUAM
- LSUE
- LSUS
- PBRC

1.5-2 yrs
2.5-3 yrs
3.5-4 yrs
4.5-5 yrs
> 5 yrs
<table>
<thead>
<tr>
<th>ID</th>
<th>Campus</th>
<th>Audit Title</th>
<th>IT?</th>
<th>Owner</th>
<th>Issue Title</th>
<th>Time Overdue</th>
<th>Status (%)</th>
<th>Estimated Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>747</td>
<td>AGCTR</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Frederick Piazza II</td>
<td>LSU Policy and Standards for Encryption</td>
<td>2.5 years</td>
<td>75%</td>
<td>10/31/2025</td>
</tr>
<tr>
<td>790</td>
<td>AGCTR</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Frederick Piazza II</td>
<td>IT Asset Mgmt</td>
<td>2.5 years</td>
<td>33%</td>
<td>10/31/2025</td>
</tr>
<tr>
<td>798</td>
<td>AGCTR</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Frederick Piazza II</td>
<td>IT Security Risk Assessment</td>
<td>2.5 years</td>
<td>25%</td>
<td>10/31/2025</td>
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<td>Viola Sprague</td>
<td>Encryption Key Mgmt and Password Mgmt Solution</td>
<td>4.5 years</td>
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<td>IT Asset Mgmt</td>
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<td>33%</td>
<td>6/30/2025</td>
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<tr>
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<td>Audit Title</td>
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<td>Remediation Owner</td>
<td>Issue Title</td>
<td>Time Overdue</td>
<td>Status (%)</td>
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<td>701</td>
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<td>Sponsored Program Admin</td>
<td>No</td>
<td>Sheila Faour</td>
<td>Inadequate Documentation of Time &amp; Effort Certification</td>
<td>4.5 years</td>
<td>66%</td>
<td>No Date Provided</td>
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<td>Bring Your Own Device (BYOD)</td>
<td>4 years</td>
<td>33%</td>
<td>5/1/2024</td>
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<td>881</td>
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<td>4 years</td>
<td>100%</td>
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<td>Mobile Device Mgmt</td>
<td>4 years</td>
<td>66%</td>
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<td>4 years</td>
<td>100%</td>
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<td>66%</td>
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<td>Yes</td>
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<td>Encryption of End User Devices</td>
<td>4 years</td>
<td>100%</td>
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<td>No</td>
<td>Carolyn Winner</td>
<td>Performance Evaluations</td>
<td>3.5 years</td>
<td>100%</td>
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<td>No</td>
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<td>3.5 years</td>
<td>100%</td>
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<td>741</td>
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<td>Admission Policy</td>
<td>No</td>
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<td>Awarding Institutional Scholarships and Tuition Waivers</td>
<td>2.5 years</td>
<td>100%</td>
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<td>No</td>
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<td>Governance of Laboratory Safety</td>
<td>2.5 years</td>
<td>100%</td>
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<td>No</td>
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<td>Lab Access</td>
<td>2.5 years</td>
<td>75%</td>
<td>No Date Provided</td>
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<td>Risk Mgmt-Internal Controls</td>
<td>No</td>
<td>Sheila Faour</td>
<td>Inadequate controls over Accounts Receivable</td>
<td>2.5 years</td>
<td>100%</td>
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<td>Yes</td>
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<td>Physical Security - IT and Sensitive Areas</td>
<td>5 years</td>
<td>75%</td>
<td>7/31/2025</td>
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<td>Yes</td>
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<td>Security Awareness Program</td>
<td>4.5 years</td>
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<td>7/31/2025</td>
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<td>Data Classifications</td>
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<td>Yes</td>
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<td>4 years</td>
<td>33%</td>
<td>7/31/2025</td>
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<td>Use of Removable Media</td>
<td>4 years</td>
<td>100%</td>
<td>7/31/2025</td>
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<td>831</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Jason Normand</td>
<td>Encryption of End User Devices</td>
<td>3.5 years</td>
<td>33%</td>
<td>7/31/2025</td>
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<td>801</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Jason Normand</td>
<td>Encryption Key Mgmt Policy and Procedures</td>
<td>3 years</td>
<td>33%</td>
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<td>818</td>
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<td>Yes</td>
<td>Jason Normand</td>
<td>Encryption Key Mgmt and Password Mgmt Solution</td>
<td>3 years</td>
<td>33%</td>
<td>7/31/2025</td>
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<td>Yes</td>
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<td>Data Sharing Solutions</td>
<td>3 years</td>
<td>33%</td>
<td>7/31/2025</td>
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<td>LSUA</td>
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<td>Yes</td>
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<td>Roles/Responsibilities Info Owner/Steward/Custodian</td>
<td>3 years</td>
<td>20%</td>
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<td>682</td>
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<td>Scholarships &amp; Financial Aid</td>
<td>No</td>
<td>Kristen Meche-Miller</td>
<td>Independent reconciliation of scholarship awards</td>
<td>3 years</td>
<td>75%</td>
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<td>746</td>
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<td>Jason Normand</td>
<td>Policies for Email Phishing and Exploitation</td>
<td>2.5 years</td>
<td>75%</td>
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<td>938</td>
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<td>No</td>
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<td>System Access</td>
<td>2 years</td>
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<td>721</td>
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<td>No</td>
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<td>100%</td>
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<td>722</td>
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<td>No</td>
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<td>Graduate Assistant Employment</td>
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<td>100%</td>
<td>Ready for IA Testing</td>
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<td>687</td>
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<td>R&amp;D Initiatives (LETC)</td>
<td>No</td>
<td>Andrew Maas</td>
<td>Lease Agreements</td>
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<td>No</td>
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<td>Policies/Procedures and Publications</td>
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<td>9/1/2024</td>
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<td>Status (%)</td>
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<td>756</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Craig Woolley</td>
<td>Bring Your Own Device (BYOD)</td>
<td>4.5 years</td>
<td>66%</td>
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<td>688</td>
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<td>No</td>
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<td>Yes</td>
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<td>Security/Compliance Reporting</td>
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<td>66%</td>
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<td>761</td>
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<td>Data Sharing Solutions</td>
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<td>Yes</td>
<td>Sumit Jain</td>
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<td>33%</td>
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<td>Brandi Roberts</td>
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<td>100%</td>
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<td>No</td>
<td>Tiffany Robinson</td>
<td>Lack of Formalized Structure</td>
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<td>100%</td>
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<td>100%</td>
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<td>33%</td>
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<td>Yes</td>
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<td>3.5 years</td>
<td>75%</td>
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<td>No</td>
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<td>Emergency Mgmt Program</td>
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<td>100%</td>
<td>Ready for IA Testing</td>
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<td>725</td>
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<td>No</td>
<td>Michael Antoine</td>
<td>Contingency Plans</td>
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<td>Crisis/Emergency Mgmt</td>
<td>No</td>
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<td>Training &amp; Education</td>
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<td>Craig Woolley</td>
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<td>No</td>
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<td>SSPS Report</td>
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<td>No</td>
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<td>Laboratory Hazard Assessments</td>
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<td>66%</td>
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<td>No</td>
<td>Neal Lamonica</td>
<td>Complimentary Tickets</td>
<td>2.5 years</td>
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<td>Yes</td>
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<td>Roles/Responsibilities Infor Owner/Steward/Custodian</td>
<td>2.5 years</td>
<td>66%</td>
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<td>Craig Woolley</td>
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<td>2.5 years</td>
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<td>LSUAM</td>
<td>Lab Safety</td>
<td>No</td>
<td>Michael Antoine</td>
<td>Hazardous Chemical Inventory</td>
<td>2.5 years</td>
<td>33%</td>
<td>No Date Provided</td>
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<td>738</td>
<td>LSUAM</td>
<td>Compliance w/BOS Bylaws</td>
<td>No</td>
<td>Clay Jones</td>
<td>Personnel Actions Reporting Accuracy</td>
<td>2 years</td>
<td>66%</td>
<td>No Date Provided</td>
</tr>
<tr>
<td>737</td>
<td>LSUAM</td>
<td>Compliance w/BOS Bylaws</td>
<td>No</td>
<td>Winston Decuir</td>
<td>Conflicting Policies/Requirements</td>
<td>2 years</td>
<td>50%</td>
<td>No Date Provided</td>
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<td>976</td>
<td>LSUAM</td>
<td>Employee Health Plan Admin</td>
<td>No</td>
<td>Sheantel Baker</td>
<td>Monitoring of Performance Guarantees</td>
<td>2 years</td>
<td>100%</td>
<td>Ready for IA Testing</td>
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<td>744</td>
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<td>Enrollment Mgmt</td>
<td>No</td>
<td>Amy Marix</td>
<td>Scholarship Administration</td>
<td>2 years</td>
<td>100%</td>
<td>Ready for IA Testing</td>
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<td>Campus</td>
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<td>IT?</td>
<td>Owner</td>
<td>Issue Title</td>
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<td>Status (%)</td>
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<td>Project Prioritization Evaluation Process</td>
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<td>2 years</td>
<td>33%</td>
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<td>937</td>
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<td>Lab School Operations</td>
<td>No</td>
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<td>Secondary Admissions Documentation</td>
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<td>2 years</td>
<td>100%</td>
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<td>977</td>
<td>LSUAM</td>
<td>Title IX - Sexual Misconduct</td>
<td>No</td>
<td>Joshua Jones</td>
<td>Improve Recordkeeping- Consistent Use of Maxient</td>
<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>979</td>
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<td>Title IX - Sexual Misconduct</td>
<td>No</td>
<td>Joshua Jones</td>
<td>Timelines for Participant Resolutions in Untimely Cases</td>
<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>981</td>
<td>LSUAM</td>
<td>Title IX - Sexual Misconduct</td>
<td>No</td>
<td>Joshua Jones</td>
<td>Use Maxient for Case Mgmt and Document Retention</td>
<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>984</td>
<td>LSUAM</td>
<td>Title IX - Sexual Misconduct</td>
<td>No</td>
<td>Joshua Jones</td>
<td>Align Investigative Practices with Leading Practices</td>
<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>926</td>
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<td>Yes</td>
<td>Craig Woolley</td>
<td>IT Strategic Planning</td>
<td>No Date Provided</td>
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<td>Enterprise System/App &quot;Owner&quot; Roles/Responsibilities</td>
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<td>33%</td>
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<td>Yes</td>
<td>Stephen Heyward</td>
<td>Encryption Key Mgmt Policy and Procedures</td>
<td>Ready for IA Testing</td>
<td>4.5 years</td>
<td>100%</td>
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<td>Yes</td>
<td>Stephen Heyward</td>
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<td>Yes</td>
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<td>Data Sharing Solutions</td>
<td>Ready for IA Testing</td>
<td>4 years</td>
<td>100%</td>
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<td>Stephen Heyward</td>
<td>Encryption Key Mgmt and Password Mgmt Solution</td>
<td>Ready for IA Testing</td>
<td>4 years</td>
<td>100%</td>
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<td>Yes</td>
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<td>Bring Your Own Device (BYOD)</td>
<td>Ready for IA Testing</td>
<td>4 years</td>
<td>100%</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Stephen Heyward</td>
<td>Secure Email</td>
<td>Ready for IA Testing</td>
<td>4 years</td>
<td>100%</td>
</tr>
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<td>Yes</td>
<td>Stephen Heyward</td>
<td>Use of Removable Media</td>
<td>Ready for IA Testing</td>
<td>4 years</td>
<td>100%</td>
</tr>
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<td>826</td>
<td>LSUE</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Stephen Heyward</td>
<td>Backup Mgmt Encryption</td>
<td>Ready for IA Testing</td>
<td>3.5 years</td>
<td>100%</td>
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<td>781</td>
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<td>Yes</td>
<td>Stephen Heyward</td>
<td>Data Classifications</td>
<td>2/28/2024</td>
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<td>90%</td>
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<td>787</td>
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<td>IT Asset Mgmt</td>
<td>4/30/2024</td>
<td>3.5 years</td>
<td>80%</td>
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<td>942</td>
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<td>Yes</td>
<td>Stephen Heyward</td>
<td>Fully Implement Multi Factor Authentication (MFA)</td>
<td>Ready for IA Testing</td>
<td>3 years</td>
<td>100%</td>
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<td>766</td>
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<td>Eminere Encryption Review</td>
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<td>1/31/2024</td>
<td>2.5 years</td>
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<td>802</td>
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<td>Yes</td>
<td>Stephen Heyward</td>
<td>Security/Compliance Reporting</td>
<td>Ready for IA Testing</td>
<td>2.5 years</td>
<td>100%</td>
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<td>848</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Stephen Heyward</td>
<td>USB - Encryption</td>
<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>Yes</td>
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<td>IT Security Risk Assessment</td>
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<td>2 years</td>
<td>100%</td>
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<td>943</td>
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<td>Stephen Heyward</td>
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<td>Ready for IA Testing</td>
<td>2 years</td>
<td>100%</td>
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<td>832</td>
<td>LSUE</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Stephen Heyward</td>
<td>Encryption of End User Devices</td>
<td>Ready for IA Testing</td>
<td>1.5 years</td>
<td>100%</td>
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<tr>
<td>883</td>
<td>LSUE</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Stephen Heyward</td>
<td>Mobile Device Mgmt</td>
<td>Ready for IA Testing</td>
<td>1.5 years</td>
<td>100%</td>
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<tr>
<td>680</td>
<td>LSUS</td>
<td>Risk Mgmt-Internal Controls</td>
<td>No</td>
<td>Shelby Keith</td>
<td>Inadequate Monitoring of Accounts Receivable Aging</td>
<td>Ready for IA Testing</td>
<td>7 years</td>
<td>100%</td>
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<td>Shelby Keith</td>
<td>VPN Security - Site to Site VPN</td>
<td>3/1/2024</td>
<td>5 years</td>
<td>75%</td>
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<td>884</td>
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<td>Yes</td>
<td>Shelby Keith</td>
<td>Mobile Device Mgmt</td>
<td>3/1/2024</td>
<td>4 years</td>
<td>75%</td>
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<tr>
<td>877</td>
<td>LSUS</td>
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<td>Yes</td>
<td>Shelby Keith</td>
<td>Secure Email</td>
<td>5/1/2024</td>
<td>4 years</td>
<td>50%</td>
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<td>808</td>
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<td>Shelby Keith</td>
<td>General Data Protection Regulation (GDPR)</td>
<td>No Date Provided</td>
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<td>Yes</td>
<td>Shelby Keith</td>
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<td>3/1/2024</td>
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<td>Roles/Responsibilities Infor Owner/Steward/Custodian</td>
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<td>2.5 years</td>
<td>75%</td>
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<td>Yes</td>
<td>Shelby Keith</td>
<td>Data Classifications</td>
<td>3/1/2024</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Shelby Keith</td>
<td>IT Asset Mgmt</td>
<td>12/31/2024</td>
<td>2.5 years</td>
<td>75%</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Shelby Keith</td>
<td>Encryption Key Mgmt Policy and Procedures</td>
<td>5/1/2024</td>
<td>2.5 years</td>
<td>50%</td>
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<td>2.5 years</td>
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<td>Shelby Keith</td>
<td>USB - Encryption</td>
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<td>75%</td>
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<tr>
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<td>Remediation Owner</td>
<td>Issue Title</td>
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<td>856</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Shelby Keith</td>
<td>Website Certificates</td>
<td>2.5 years</td>
<td>75%</td>
<td>5/1/2024</td>
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<td>869</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>Shelby Keith</td>
<td>Data Sharing Solutions</td>
<td>2.5 years</td>
<td>75%</td>
<td>10/1/2024</td>
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<td>LSUS</td>
<td>Eminere Social Engineering</td>
<td>Yes</td>
<td>Shelby Keith</td>
<td>Security Awareness Program</td>
<td>2.5 years</td>
<td>25%</td>
<td>3/1/2024</td>
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<td>898</td>
<td>LSUS</td>
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<td>Yes</td>
<td>Shelby Keith</td>
<td>Phishing Program - LSU</td>
<td>2.5 years</td>
<td>66%</td>
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<td>Shelby Keith</td>
<td>Physical Security - IT and Sensitive Areas</td>
<td>2.5 years</td>
<td>66%</td>
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<td>Use of Removable Media</td>
<td>2.5 years</td>
<td>50%</td>
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<td>Encryption of End User Devices</td>
<td>2 years</td>
<td>75%</td>
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<td>Yes</td>
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<td>Security/Compliance Reporting</td>
<td>2 years</td>
<td>33%</td>
<td>3/1/2024</td>
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<td>2 years</td>
<td>50%</td>
<td>10/1/2024</td>
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<td>No</td>
<td>Shelby Keith</td>
<td>Restricted Student Fee Revenue</td>
<td>2 years</td>
<td>100%</td>
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<td>Eminere Encryption Review</td>
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<td>VPN Security - Site to Site VPN</td>
<td>5 years</td>
<td>80%</td>
<td>12/31/2023</td>
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<td>David Alexander</td>
<td>Data Sharing Solutions</td>
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<td>80%</td>
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<td>Yes</td>
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<td>Encryption Key Mgmt Policy and Procedures</td>
<td>4.5 years</td>
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<td>Yes</td>
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<td>Website Certificates</td>
<td>4.5 years</td>
<td>100%</td>
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<td>878</td>
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<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>David Alexander</td>
<td>Secure Email</td>
<td>4.5 years</td>
<td>40%</td>
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<td>Security Awareness Program</td>
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<td>Phishing Program - LSU</td>
<td>4.5 years</td>
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<td>11/30/2023</td>
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<td>Yes</td>
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<td>4 years</td>
<td>50%</td>
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<td>Yes</td>
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<td>Backup Mgmt Encryption</td>
<td>4 years</td>
<td>50%</td>
<td>10/31/2024</td>
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<td>Yes</td>
<td>David Alexander</td>
<td>Mobile Device Mgmt</td>
<td>4 years</td>
<td>10%</td>
<td>2/28/2025</td>
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<td>Yes</td>
<td>David Alexander</td>
<td>Encryption of End User Devices</td>
<td>4 years</td>
<td>90%</td>
<td>1/31/2024</td>
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<td>Yes</td>
<td>David Alexander</td>
<td>Physical Security - IT and Sensitive Areas</td>
<td>4 years</td>
<td>100%</td>
<td>Ready for IA Testing</td>
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<td>Yes</td>
<td>David Alexander</td>
<td>Data Classifications</td>
<td>3.5 years</td>
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<td>4/30/2025</td>
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<td>Yes</td>
<td>David Alexander</td>
<td>IT Asset Mgmt</td>
<td>3.5 years</td>
<td>20%</td>
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<td>David Alexander</td>
<td>LSU Policy and Standards for Encryption</td>
<td>2.5 years</td>
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<td>Yes</td>
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<td>IT Security Risk Assessment</td>
<td>2.5 years</td>
<td>50%</td>
<td>7/31/2025</td>
</tr>
<tr>
<td>804</td>
<td>PBRC</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>David Alexander</td>
<td>Security/Compliance Reporting</td>
<td>2.5 years</td>
<td>0%</td>
<td>8/31/2025</td>
</tr>
<tr>
<td>842</td>
<td>PBRC</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>David Alexander</td>
<td>Bring Your Own Device (BYOD)</td>
<td>2.5 years</td>
<td>10%</td>
<td>11/30/2025</td>
</tr>
<tr>
<td>850</td>
<td>PBRC</td>
<td>Eminere Encryption Review</td>
<td>Yes</td>
<td>David Alexander</td>
<td>USB - Encryption</td>
<td>2.5 years</td>
<td>0%</td>
<td>12/31/2025</td>
</tr>
</tbody>
</table>
MEETING MINUTES
I. Board Professional Development

II. Call to Order and Roll Call

Mr. Jimmie Woods, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on October 20, 2023.

Present
Mr. Jimmie Woods, Chair
Ms. Valencia Sarpy Jones, Past Chair
Mr. Pat Morrow, Chair-elect
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Robert Dampf
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag

Absent
Mr. Thomas Luke
Mr. Lee Mallett

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, Jr., General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

III. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Zach Cryer, Louisiana 4-H State President, and the pledge given by Ava Richardson, 4H Northwest Regional Representative.

IV. Public Comment

There were not any individuals registered for public comment.

V. Committee Meetings

Mr. Woods adjourned the regular meeting to convene the committee meetings.
5.A. **Research and Agricultural Extension Committee**

Present for the Research and Agricultural Extension Committee were Ms. Werner, Mr. Blossman, Mr. Armentor, Mr. Brown, Mr. Morris, Mr. Starns, and Mr. Temple.

5.A.1 Cybersecurity Presentation

Dr. Golden Richard III, Professor of Computer Science and Engineering and Director of the LSU Cyber Center, and Mr. Greg Trahan, Director of Economic Development and Special Advisor to Cyber Initiatives, led the presentation regarding the LSU Cybersecurity Program.

No action needed on this item.

5.B. **Academic Committee**

Present for the Academic Committee were Mr. Brown, Mr. Armentor, Mr. Blossman, Mr. Morrow, Mr. Starns, Mr. Temple, and Mr. Williams.

5.B.1 Request from LSU Eunice to Establish a Certificate of General Studies

Upon motion by Mr. Armentor, seconded by Mr. Morrow, the item was unanimously approved.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to establish the Certificate of General Studies.

5.B.2 Consent Agenda

There were four items on the consent agenda.

Upon motion by Mr. Blossman, seconded by Mr. Morrow, the following items were unanimously approved.


**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport for continued authorization of the Red River Watershed Management Institute.

Request from LSU Health Sciences Center – New Orleans to Terminate the Early Intervention Institute.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to terminate the Early Intervention Institute.

Request from LSU Shreveport to Split the Department of Management and Marketing into the Department of Management and Entrepreneurship and the Department of Marketing and Information Systems.
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to split the Department of Management and Marketing into the Department of Management and Entrepreneurship and the Department of Marketing and Information Systems.

Request from LSU Alexandria to Terminate the Certificate of Applied Science in Pharmacy Technology.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to terminate the Certificate of Applied Science in Pharmacy Technology.

5.C. Property & Facilities Committee

Present for Property & Facilities Committee were Ms. Aronson, Mr. Brown, Mr. Dampf, Mr. Temple, Ms. Werner, Mr. Williams, and Mr. Zuschlag

5.C.1 Request from LSU Alexandria to Approve Land Lease to the Alexandria Museum of Art in Order to Display Decommissioned Tracked Military Vehicle on Campus.

Upon motion by Ms. Werner, seconded by Mr. Brown, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Alexandria to enter into a land lease agreement with The Alexandria Museum of Art by which a small plot of land will be leased to the Alexandria Museum of Art, with the lease to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

BE FURTHER RESOLVED, that the Board finds an acceptable university purpose for the Alexandria Museum of Art, a subsidiary of the LSUA foundation, to enter into such a lease.

5.C.2 Request from LSU A&M to Consent to an Assignment of Lease of Delta Zeta Sorority House to the National Housing Chapter.

Upon motion by Mr. Williams, seconded by Ms. Werner, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “Board”), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Assignment and Assumption of Lease from Sigma Chapter of Delta Zeta House Corporation to Delta Zeta National Housing Corporation required by the terms of its Agreement and Act of Lease with LSU dated January 3, 1965 and to provide any other approvals or authorizations necessary for this transaction.

5.C.3 Request from LSU-HSCD to approve an Act 959 Project Relating to the Outpatient Clinic Building and Main Hospital and Emergency Entrances.

Upon motion by Mr. Dampf, seconded by Mr. Williams, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his
designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

LSU HCSD Lallie Kemp New Clinic Building. Estimated total project cost is $4,350,000.

LSU HCSD Medical Center Entrance and Canopy Remodel. Estimated total project cost is $1,980,000.

BE IT FURTHER RESOLVED, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

BE IT FURTHER RESOLVED, that the LSU 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 take such action that he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project.”

5.C.4 Request from LSUHSC-NO to Amend the Prior Approval of a Request to Approve the Purchase of Land in Square 440, First District, New Orleans.

Upon motion by Mr. Williams, seconded by Mr. Dampf, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby amends and restates in its entirety its resolution adopted December 9, 2016, in connection with the authorization to purchase property located in Square 440, First District, New Orleans (the “Original Resolution”), as follows:

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby the President of Louisiana State University, or designee, on behalf of and in the name of the Board of Supervisors, to purchase the remaining non-State owned lots in Square 440 in the First District of New Orleans, and to execute any acts of sale or any other agreements necessary to effect and record such purchase(s), with such acts or agreements containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interest of the Board. The final price will be negotiated per Division of Administration regulations.”

5.C.5 Utilities Modernization Update Presentation

No action needed on this item.

5.D. Athletics Committee

Present for the Athletics Committee were Mr. Williams, Ms. Aronson, Mr. Armentor, Mr. Blossman, Mr. Dampf, Ms. Jones, Mr. Morris, Mr. Temple, Ms. Werner and Mr. Zuschlag
5.D.1 Request from LSU Athletics to Approve Amendment to Employment Agreement for Baseball Head Coach.

Upon motion by Ms. Aronson, seconded by Mr. Zuschlag, the item was unanimously approved.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the First Amendment to Employment Agreement for Jay Johnson as described in this item, and authorizes the President to sign said agreement, in consultation with the Office of General Counsel.

5.E. Risk Management Committee

Present for the Risk Management Committee were Mr. Williams, Ms. Aronson, Mr. Armentor, Mr. Brown, Mr. Dampf, Mr. Morris, Mr. Morrow, Mr. Starns, Mr. Temple, Ms. Werner, Mr. Woods, and Mr. Zuschlag.

Also present were Mr. Chad Brackin, Ms. Stephanie Rhodes, and Mr. Winston DeCuir.

5.E.1 Action Plan Status Update

Upon motion by Mr. Dampf, seconded by Mr. Brown, the Shreveport Action Plan was unanimously accepted.

Upon motion by Mr. Armentor, seconded by Mr. Williams, the remainder of the report was unanimously accepted.

5.E.2 Annual Report

Upon motion by Mr. Zuschlag, seconded by Mr. Williams, the Annual Report was unanimously accepted.

VI. Reconvene Board Meeting

The regular meeting was called back to order and roll call conducted.

Present

Mr. Jimmie Woods, Chair
Mr. Patrick C. Morrow, Chair-elect
Ms. Valencia Sarpy Jones, Past Chair
Mr. Glenn Armentor
Ms. Laurie Lipsey Aronson
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Robert Dampf
Mr. Randy Morris
Mr. Remy Voisin Starns
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Richard Zuschlag
Absent
Mr. Lee Mallett
Mr. Thomas Luke

VII. Approval of Meeting Minutes from the September 8, 2023 Board Meeting

Upon motion by Ms. Jones, seconded by Mr. Morrow, the minutes were unanimously approved.

VIII. Personnel Actions Requiring Board Approval

Upon motion by Ms. Jones, seconded by Mr. Williams, the personnel actions were unanimously approved.

IX. Reports to the Board

The following reports were presented for approval.

A. LSU Supplier Diversity Spend Report for Twelve-Month Period Ending June 30, 2023
B. Facility Summary Reports
   1. Transfers of Title Immovable Property
   2. Approval of Requests for Timber Sales Report
   3. Capital Improvements Projects above $175,000 Report
   4. Design Contracts Report
   5. Foundation Construction Related Agreements
   6. Grants of Mineral Rights
   7. Other Agreements and Approval Requests
   8. PM60 Projects $75,000 to $175,000 Report
   9. Property Leases Reports
   10. Schematic Design Report
   11. Servitudes Report

Upon motion by Mr. Williams, seconded by Mr. Morrow, the reports were unanimously accepted.

X. Reports from Faculty Advisors and Staff Advisors

Dr. Kamboj provided an informative report on behalf of the Faculty Advisors.

Mr. Duplechain, LSU A&M Staff Senate President, reported on behalf of the Staff Advisors.

XI. President’s Report

The President provided an informative report.

XII. Approval of Committee Recommendations

Upon motion by Mr. Dampf, seconded by Mr. Temple, the Committee Recommendations were unanimously approved.
XIII. Chair’s Report

The Chairman provided an informative report.

XIV. Adjournment

Upon motion by Mr. Morrow, seconded by Mr. Morris, the meeting is adjourned.
PERSONNEL ACTIONS
REQUIRING BOARD APPROVAL
Personnel Actions Requiring Board Approval per PM-69

December 8th, 2023
## LSU A&M
### New Appointments

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Effective Date</th>
<th>Current</th>
<th>Proposed</th>
<th>%Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert T. Smith</td>
<td>Chancellor – Shreveport</td>
<td>7/10/2023</td>
<td>$0</td>
<td>$300,000</td>
<td>100%</td>
</tr>
<tr>
<td>Brandon Commons</td>
<td>Vice President for Student Affairs</td>
<td>9/1/2023</td>
<td>$231,000</td>
<td>$270,000</td>
<td>16.88%</td>
</tr>
</tbody>
</table>
REPORTS TO THE BOARD
The Louisiana Code of Governmental Ethics prohibits public servants from receiving anything of economic value from a source other than the governmental entity for the performance of official duties and responsibilities or services substantially related to public duties. However, the law allows public employees to receive supplementary compensation or benefits from alumni associations or foundations recognized by the Board. Louisiana Revised Statute (LA RS) 17:3390 requires that any request for payment over $1,000 for any single transaction to, or on behalf of, a public employee by a nonprofit organization shall be approved in writing by the appropriate higher education management board in accordance with written policies and procedures. The updated Uniform Affiliation Agreement adopted by LSU affiliates in 2020 outlines the provisions for compliance. Below is a summary table of reimbursements by Affiliated Entity for the first quarter of FY 2024. The Appendix include more detailed information on each reimbursement.

<table>
<thead>
<tr>
<th>Affiliated Entity</th>
<th>Number of Payments</th>
<th>Total Reimbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louisiana 4-H Foundation</td>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>LSU Alumni Association</td>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>LSU Foundation</td>
<td>73</td>
<td>$ 208,250</td>
</tr>
<tr>
<td>LSU Health Care Services Foundation</td>
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<td>$ -</td>
</tr>
<tr>
<td>LSU Health Foundation - New Orleans</td>
<td>80</td>
<td>$ 253,222</td>
</tr>
<tr>
<td>LSU Health Sciences Foundation - Shreveport</td>
<td>26</td>
<td>$ 55,718</td>
</tr>
<tr>
<td>LSU Healthcare Network</td>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>LSU Medical School Alumni Association</td>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>LSU Research Foundation</td>
<td>1</td>
<td>$ 8,220</td>
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<tr>
<td>LSU Foundation</td>
<td>8</td>
<td>$ 30,382</td>
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<td>$ 3,288</td>
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<td>$ -</td>
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<tr>
<td>LSUS Foundation</td>
<td>9</td>
<td>$ 11,037</td>
</tr>
<tr>
<td>Pennington Biomedical Research Foundation</td>
<td>5</td>
<td>$ 11,999</td>
</tr>
<tr>
<td>Tiger Athletic Foundation</td>
<td>16</td>
<td>$ 72,563</td>
</tr>
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</table>
Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>AARON VICE</td>
<td>8/14/23</td>
<td>$1,300.00</td>
<td>ULSF CDL Certification</td>
</tr>
<tr>
<td>Anson Bradley Ives</td>
<td>8/11/23</td>
<td>$2,385.95</td>
<td>Travel Expenses for Interviews Inst for Energy Innovation</td>
</tr>
<tr>
<td>Ben Hartman</td>
<td>9/19/23</td>
<td>$1,025.00</td>
<td>Certification Fees</td>
</tr>
<tr>
<td>Carson King-Fournier</td>
<td>8/29/23</td>
<td>$4,807.10</td>
<td>Moving Expenses New Employee</td>
</tr>
<tr>
<td>Eleanor Wynn</td>
<td>7/20/23</td>
<td>$1,133.00</td>
<td>Editing Work for Dr. Hirschheim</td>
</tr>
<tr>
<td>Femi Euba</td>
<td>8/22/23</td>
<td>$1,205.85</td>
<td>International Travel</td>
</tr>
<tr>
<td>Giovanni Tairov</td>
<td>8/25/23</td>
<td>$2,952.65</td>
<td>Conference Travel</td>
</tr>
<tr>
<td>Jinx Coleman Broussard</td>
<td>8/28/23</td>
<td>$3,005.42</td>
<td>Research Expenses</td>
</tr>
<tr>
<td>John Maxwell Hamilton</td>
<td>8/28/23</td>
<td>$1,314.19</td>
<td>Travel Expenses for Conferences and Research</td>
</tr>
<tr>
<td>John Maxwell Hamilton</td>
<td>8/28/23</td>
<td>$1,408.16</td>
<td>International Travel</td>
</tr>
<tr>
<td>John Maxwell Hamilton</td>
<td>8/29/23</td>
<td>$3,005.42</td>
<td>Research Expenses</td>
</tr>
<tr>
<td>John Maxwell Hamilton</td>
<td>8/25/23</td>
<td>$1,235.71</td>
<td>Books for Research</td>
</tr>
<tr>
<td>Jose A Romagnoli</td>
<td>8/18/23</td>
<td>$5,790.27</td>
<td>International Travel for conference, etc</td>
</tr>
<tr>
<td>Jun Heo</td>
<td>8/1/23</td>
<td>$5,104.25</td>
<td>International Travel for conference, etc</td>
</tr>
<tr>
<td>Keith B. Hall</td>
<td>7/6/23</td>
<td>$2,681.38</td>
<td>Conference Travel</td>
</tr>
<tr>
<td>Keith B. Hall</td>
<td>8/4/23</td>
<td>$2,207.78</td>
<td>Travel to Present at Conference</td>
</tr>
<tr>
<td>Kimberly Bissell</td>
<td>9/13/23</td>
<td>$4,932.80</td>
<td>Moving Expenses for Dean</td>
</tr>
<tr>
<td>Kimberly Peters</td>
<td>7/20/23</td>
<td>$1,239.00</td>
<td>Membership Dues</td>
</tr>
<tr>
<td>LSU Accounting Services</td>
<td>7/27/23</td>
<td>$1,057.56</td>
<td>Travel expenses on behalf of Carolina Ramos</td>
</tr>
<tr>
<td>LSU Dining-The Club at LSU Union Square</td>
<td>8/1/23</td>
<td>$4,928.34</td>
<td>Retirement Party on behalf of Stacie Haynie</td>
</tr>
<tr>
<td>Leonard Apcar</td>
<td>8/14/23</td>
<td>$2,569.47</td>
<td>International Travel for lecture</td>
</tr>
<tr>
<td>Nur Al Faisal</td>
<td>7/11/23</td>
<td>$1,500.00</td>
<td>Premium Processing Fees HIB Visa</td>
</tr>
<tr>
<td>Online Learning Consortium, Inc.</td>
<td>7/26/23</td>
<td>$1,850.00</td>
<td>OLC Foundation Series on behalf of Robert Ryan</td>
</tr>
<tr>
<td>Ramachandra Devireddy</td>
<td>7/17/23</td>
<td>$2,500.00</td>
<td>Employee Award</td>
</tr>
<tr>
<td>Renee' Boutte Myer</td>
<td>7/21/23</td>
<td>$1,704.94</td>
<td>Travel to Washington DC</td>
</tr>
<tr>
<td>Robert Holton</td>
<td>7/13/23</td>
<td>$3,741.67</td>
<td>Research Supplies</td>
</tr>
<tr>
<td>Robert E Lancaster, II</td>
<td>8/2/23</td>
<td>$3,303.50</td>
<td>International Travel 2023 Summer Program in France</td>
</tr>
<tr>
<td>Rotary Club of Baton Rouge</td>
<td>7/11/23</td>
<td>$1,005.00</td>
<td>Membership Dues on behalf of Roy Haggerty</td>
</tr>
<tr>
<td>Rotary Club of Baton Rouge</td>
<td>7/25/23</td>
<td>$1,545.00</td>
<td>Membership Dues on behalf of Kevin George</td>
</tr>
<tr>
<td>Ruth Moon Mari</td>
<td>7/10/23</td>
<td>$2,092.50</td>
<td>International Research Travel</td>
</tr>
</tbody>
</table>
## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>STM Charters, Inc.</td>
<td>7/27/23</td>
<td>$62,500.00</td>
<td>Travel to Wisconsin (various LSU Staff members)</td>
</tr>
<tr>
<td>Samuel J Bentley, Sr.</td>
<td>8/23/23</td>
<td>$1,145.12</td>
<td>Rice Electronics and Software</td>
</tr>
<tr>
<td>Samuel J Bentley, Sr.</td>
<td>8/25/23</td>
<td>$1,398.00</td>
<td>Computer Software for graphs and statistical reporting</td>
</tr>
<tr>
<td>Tracy Norton</td>
<td>9/12/23</td>
<td>$1,371.63</td>
<td>International Conference</td>
</tr>
<tr>
<td>US Dept of Homeland Security</td>
<td>7/11/23</td>
<td>$2,500.00</td>
<td>Premium Processing Fee (on behalf of Dr. Arup Bhattacharya)</td>
</tr>
<tr>
<td>US Dept of Homeland Security</td>
<td>7/26/23</td>
<td>$2,500.00</td>
<td>Premium Processing Fee for Dr. Nihar Sreepada</td>
</tr>
<tr>
<td>US Dept of Homeland Security</td>
<td>7/26/23</td>
<td>$2,500.00</td>
<td>Premium Processing Fee for Dr. Janice Lee</td>
</tr>
<tr>
<td>US Dept of Homeland Security</td>
<td>9/15/23</td>
<td>$2,500.00</td>
<td>H1-B Processing for Dr. Yanyu Wang</td>
</tr>
<tr>
<td>Western Newspaper Publishing Company</td>
<td>8/4/23</td>
<td>$1,151.18</td>
<td>Printing Material for Prof Devlin’s Law Article</td>
</tr>
<tr>
<td>Willow Sauermilch</td>
<td>8/18/23</td>
<td>$1,054.19</td>
<td>Conference Travel</td>
</tr>
<tr>
<td>Greg Accardo</td>
<td>8/17/23</td>
<td>$1,000.00</td>
<td>Conference Registration</td>
</tr>
<tr>
<td>Charles Berryman</td>
<td>9/27/23</td>
<td>$1,850.00</td>
<td>Online delivery training for new faculty member Dr. Yanyu Wang.</td>
</tr>
<tr>
<td>Kimberly Bissell</td>
<td>9/28/23</td>
<td>$1,524.85</td>
<td>Flight to France to do Research of Area for 2024 Study Abroad Program-The Olympics Project</td>
</tr>
<tr>
<td>Darla Dao</td>
<td>8/18/23</td>
<td>$1,187.19</td>
<td>Dr. James Spivey International Travel to Present Research and attend Conference</td>
</tr>
<tr>
<td>Darla Dao</td>
<td>9/12/23</td>
<td>$1,360.70</td>
<td>Zun Tang, Cain Prof 2 &amp; 5, 62nd IEEE Conference Singapore</td>
</tr>
<tr>
<td>Lawrence Datnoff</td>
<td>8/3/23</td>
<td>$1,448.71</td>
<td>Dr. Jeff Hoy Retirement Party</td>
</tr>
<tr>
<td>Mary Janet Dugas</td>
<td>8/17/23</td>
<td>$2,973.23</td>
<td>Dr. Nunes Retirement Party</td>
</tr>
<tr>
<td>Kamile Geist</td>
<td>7/27/23</td>
<td>$1,620.76</td>
<td>Lodging for Presenting at Conference</td>
</tr>
<tr>
<td>Kamile Geist</td>
<td>8/4/23</td>
<td>$1,039.80</td>
<td>Lodging at APA Conference</td>
</tr>
<tr>
<td>Kamile Geist</td>
<td>7/17/23</td>
<td>$1,230.40</td>
<td>Airfare for Presenting at Conference</td>
</tr>
<tr>
<td>Tina Harris</td>
<td>9/17/23</td>
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## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Foundation**

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## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Health Foundation - New Orleans**

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## Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSU Health Foundation - New Orleans**

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### Affiliate: LSU Health Foundation - New Orleans

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$ 253,221.67
## Appendix: Affiliated Entities Reimbursement Details

### Affiliate: LSU Health Sciences Foundation - Shreveport

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<tr>
<td>Giovanni Solitro</td>
<td>7/18/23</td>
<td>$4,356.18</td>
<td>Travel &amp; CME</td>
</tr>
<tr>
<td>Giovanni Solitro</td>
<td>7/18/23</td>
<td>$2,612.86</td>
<td>Travel &amp; CME</td>
</tr>
<tr>
<td>Karen Stokes</td>
<td>8/9/23</td>
<td>$1,290.38</td>
<td>Supplies &amp; Equipment</td>
</tr>
<tr>
<td>Mary Kim, MD</td>
<td>8/9/23</td>
<td>$2,836.17</td>
<td>Meals &amp; Lecture Expense</td>
</tr>
<tr>
<td>Qihui Zhai</td>
<td>9/27/23</td>
<td>$1,290.50</td>
<td>Meals &amp; Lecture Expense</td>
</tr>
<tr>
<td>Richard Mansour</td>
<td>9/6/23</td>
<td>$1,103.07</td>
<td>Meals &amp; Lecture Expense</td>
</tr>
<tr>
<td>Richard Shane Barton</td>
<td>7/18/23</td>
<td>$5,087.12</td>
<td>Travel &amp; CME</td>
</tr>
<tr>
<td>Steven Bailey</td>
<td>7/18/23</td>
<td>$1,152.00</td>
<td>Supplies &amp; Equipment</td>
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<tr>
<td>Steven Garrett Whipple</td>
<td>9/27/23</td>
<td>$1,410.46</td>
<td>Travel &amp; CME</td>
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<tr>
<td>Tarek Helmy, MD</td>
<td>8/9/23</td>
<td>$1,567.38</td>
<td>Travel &amp; CME</td>
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</table>

$55,717.81
<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
</table>
# Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSUA Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSUA on behalf of Cheryl Bardales</td>
<td>06/26/23</td>
<td>$3,793.82</td>
<td>Professional Development Workshop</td>
</tr>
<tr>
<td>LSUA on behalf of Michael Waller</td>
<td>06/27/23</td>
<td>$1,430.90</td>
<td>Professional Development Workshop</td>
</tr>
<tr>
<td>LSUA on behalf of Patrick Hunter</td>
<td>09/30/23</td>
<td>$3,888.89</td>
<td>Chair Salary</td>
</tr>
<tr>
<td>LSUA on behalf of Eric Alai</td>
<td>09/30/23</td>
<td>$1,333.33</td>
<td>Professorship Stipend</td>
</tr>
<tr>
<td>LSUA on behalf of Beverly Alwell</td>
<td>09/30/23</td>
<td>$9,251.53</td>
<td>Salary</td>
</tr>
<tr>
<td>LSUA on behalf of Chase Dyess</td>
<td>07/31/23</td>
<td>$3,561.15</td>
<td>Salary</td>
</tr>
<tr>
<td>LSUA on behalf of Chase Dyess</td>
<td>08/31/23</td>
<td>$3,561.15</td>
<td>Salary</td>
</tr>
<tr>
<td>LSUA on behalf of Chase Dyess</td>
<td>09/30/23</td>
<td>$3,561.15</td>
<td>Salary</td>
</tr>
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</table>

$30,381.92
### Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSUE Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carey Lawson</td>
<td>7/31/23</td>
<td>$3,288.00</td>
<td>Books for Professorship Research</td>
</tr>
</tbody>
</table>
# Appendix: Affiliated Entities Reimbursement Details

**Affiliate: LSUS Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Thompson</td>
<td>8/30/2023</td>
<td>$1,708.07</td>
<td>Bass Fishing Lodging for Team</td>
</tr>
<tr>
<td>Kenna Franklin</td>
<td>9/5/2023</td>
<td>$1,713.12</td>
<td>Reimbursement for Washington DC Mardi Gras</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Reimbursement for receipts from basketball summer camp lunches and</td>
</tr>
<tr>
<td>Kyle Blankenship</td>
<td>9/2/2023</td>
<td>$842.03</td>
<td>hotel for recruitment</td>
</tr>
<tr>
<td>Kyle Blankenship</td>
<td>9/15/2023</td>
<td>$991.99</td>
<td>Reimbursement for iPhone necessary to perform job.</td>
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<tr>
<td>Laura McLemore</td>
<td>8/8/2023</td>
<td>$1,511.30</td>
<td>Travel to Archives Records 2023 Joint Annual Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Reimbursement for the purchase of used furniture for the Paxton Road</td>
</tr>
<tr>
<td>Laura Purdue</td>
<td>7/26/2023</td>
<td>$1,225.00</td>
<td>Office</td>
</tr>
<tr>
<td>Laura Purdue</td>
<td></td>
<td>$1,500.00</td>
<td>Reimbursement for Paxton Road shelving</td>
</tr>
<tr>
<td>Justin Lord</td>
<td>8/2/2023</td>
<td>$1,052.00</td>
<td>Reimbursement for Funds Spent Prior to Roll out of Divvy Cards</td>
</tr>
</tbody>
</table>

$ 11,036.98
**Affiliate: Pennington Biomedical Research Foundation**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Morrison</td>
<td>8/1/23</td>
<td>$2,200.00</td>
<td>Publication of the Year Award Prize</td>
</tr>
<tr>
<td>Cristal Hill</td>
<td>8/1/23</td>
<td>$3,000.00</td>
<td>Publication of the Year Award Prize</td>
</tr>
<tr>
<td>Diana Albarado</td>
<td>8/1/23</td>
<td>$1,500.00</td>
<td>Publication of the Year Award Prize</td>
</tr>
<tr>
<td>Tiffany Stewart</td>
<td>8/1/23</td>
<td>$3,254.53</td>
<td>Travel Expenses to EDRS 2023 Conference</td>
</tr>
<tr>
<td>Tiffany Stewart</td>
<td>9/28/23</td>
<td>$2,034.07</td>
<td>Travel Expenses for ACSM and Female Athlete Conference</td>
</tr>
</tbody>
</table>

$11,988.60
### Appendix: Affiliated Entities Reimbursement Details

**Affiliate: TAF**

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payment Date</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Kelly Football, LLC</td>
<td>7/12/23</td>
<td>$41,400.00</td>
<td>Reimbursing LSU FB Recruiting hours taken on personal flight contract.</td>
</tr>
<tr>
<td>KATIE COPELAND</td>
<td>8/4/23</td>
<td>$7,439.76</td>
<td>Airbnb: house rental for team retreat</td>
</tr>
<tr>
<td>MATTHEW LABORDE</td>
<td>9/12/23</td>
<td>$1,138.92</td>
<td>Five &amp; Ten: dinner with Univ. of Georgia Athletics officials</td>
</tr>
<tr>
<td>SCOTT WOODWARD</td>
<td>7/10/23</td>
<td>$1,839.30</td>
<td>Reimburse for Baton Rouge Country Club April-May 2023</td>
</tr>
<tr>
<td>SCOTT WOODWARD</td>
<td>9/13/23</td>
<td>$1,839.30</td>
<td>Reimburse for Baton Rouge Country Club June-July 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/12/23</td>
<td>$4,077.00</td>
<td>Membership dues for Brian Kelly, Mike Denbrock, Matt House and John Jancek for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$2,038.50</td>
<td>Membership dues for Danny Bryan and Taylor Fogleman for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$2,038.50</td>
<td>Membership dues for Dan Gatson and Andy Barker for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$2,038.50</td>
<td>Membership dues for Jay Clark and D-D Breaux for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$1,019.25</td>
<td>Membership dues for Rick Bishop for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$1,019.25</td>
<td>Membership dues for Sian Hudson for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$1,019.25</td>
<td>Membership dues for Matt McMahon for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$1,019.25</td>
<td>Membership dues for Russell Brock for July-Sept 2023</td>
</tr>
<tr>
<td>UNIVERSITY CLUB</td>
<td>7/6/23</td>
<td>$940.08</td>
<td>Membership dues for Paul Mainieri for July-Sept 2023</td>
</tr>
<tr>
<td>VERGE AUSBERRY</td>
<td>7/18/23</td>
<td>$1,195.70</td>
<td>Meals with donors/potential donors, University/athletic officials, etc.</td>
</tr>
<tr>
<td>Weston Lewis</td>
<td>8/28/23</td>
<td>$2,500.00</td>
<td>Relocation incentive per terms &amp; conditions of employment contract</td>
</tr>
</tbody>
</table>

**Total Amount:** $72,562.56
**LSU Deposit and Collateral Report**  
For the Quarter Ended September 30, 2023

### Deposits Requiring Posting of Collateral:

<table>
<thead>
<tr>
<th>Deposits In Trust or Federal Obligations Not Requiring Collateral</th>
<th>Deposits Requiring Posting of Collateral:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federated Money Markets</td>
<td>Chase - LSU, Health Plan Premium</td>
</tr>
<tr>
<td>Federated Funds-Treas. Oblig. (2)</td>
<td>Cottonport Bank - LSU Ag Center</td>
</tr>
<tr>
<td></td>
<td>Capital One - LSU-A</td>
</tr>
<tr>
<td></td>
<td>St. Landry Bank - LSU-E</td>
</tr>
<tr>
<td></td>
<td>Campus Federal Credit Union - LSU-S</td>
</tr>
<tr>
<td></td>
<td>Capital One - LSU-S</td>
</tr>
<tr>
<td></td>
<td>Chase - HSCNO</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LSU Health Shreveport</th>
<th>JPMC-Shreveport</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 87,249,182</td>
</tr>
<tr>
<td></td>
<td>845,612</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LSU Health Care Services Division</th>
<th>JPMC-Shreveport Endowment Fds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 92,064,196</td>
</tr>
<tr>
<td></td>
<td>5,645,384</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Requiring Collateral</th>
<th>$ 535,289,980</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 119,585</td>
<td></td>
</tr>
<tr>
<td>$ 535,510,549</td>
<td></td>
</tr>
<tr>
<td>$ 658,826,195</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deposits In Trust or Federal Obligations Not Requiring Collateral</th>
<th>Deposits Requiring Posting of Collateral:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federated Money Markets</td>
<td>Chase - LSU, Health Plan Premium</td>
</tr>
<tr>
<td>Federated Funds-Treas. Oblig. (2)</td>
<td>Cottonport Bank - LSU Ag Center</td>
</tr>
<tr>
<td></td>
<td>Capital One - LSU-A</td>
</tr>
<tr>
<td></td>
<td>St. Landry Bank - LSU-E</td>
</tr>
<tr>
<td></td>
<td>Campus Federal Credit Union - LSU-S</td>
</tr>
<tr>
<td></td>
<td>Capital One - LSU-S</td>
</tr>
<tr>
<td></td>
<td>Chase - HSCNO</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
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<td></td>
<td>845,612</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>JPMC-Shreveport Endowment Fds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>5,645,384</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
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</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>$ 535,510,549</td>
<td></td>
</tr>
<tr>
<td>$ 658,826,195</td>
<td></td>
</tr>
</tbody>
</table>

(1) Collateral amounts include FDIC coverage of $250,000 on Demand Deposits, $250,000 on CD’s and $250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.
<table>
<thead>
<tr>
<th>Fund Description</th>
<th>As of 7/1/2023</th>
<th>As of 8/30/2023</th>
<th>As of 12/31/2023</th>
<th>As of 3/31/2024</th>
<th>As of 6/30/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Funds</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash/Sweeps</td>
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<td>$528,798,984</td>
<td>$528,798,984</td>
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<tr>
<td>Money Market Accounts/Repos</td>
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<td>$1,269,169</td>
<td>$1,269,169</td>
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<td>$0</td>
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<td>Certificates of Deposit</td>
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<td>$100,984</td>
<td>$100,984</td>
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<tr>
<td>Treasury Notes</td>
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<td>$67,892,292</td>
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<td>$0</td>
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<tr>
<td>CMO's</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Agency Securities</td>
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<td>$0</td>
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<tr>
<td>Mortgaged Backed Securities</td>
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<tr>
<td>Equity Securities</td>
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<td>$86,847</td>
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<tr>
<td>Municipal Bonds</td>
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<td>$231,924,804</td>
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<tr>
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<tr>
<td><strong>Total</strong></td>
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<td>$1,311,971,385</td>
<td>$1,163,858,549</td>
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<tr>
<td><strong>Endowment Funds</strong></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Cash/Sweeps</td>
<td>$3,868,729</td>
<td>$845,612</td>
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<td>$0</td>
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<tr>
<td>Money Market Accounts/Repos</td>
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<td>$377,327</td>
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<tr>
<td>Certificates of Deposit</td>
<td>$18,600</td>
<td>$18,600</td>
<td>$18,600</td>
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<td>$0</td>
</tr>
<tr>
<td>Agency Securities</td>
<td>$2,028,457</td>
<td>$2,481,905</td>
<td>$1,935,001</td>
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<tr>
<td>Mortgaged Backed Securities</td>
<td>$948,576</td>
<td>$885,736</td>
<td>$891,033</td>
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<tr>
<td>Equity Securities</td>
<td>$9,517,525</td>
<td>$4,496,352</td>
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<tr>
<td>Mutual Funds</td>
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<td>Municipal Bonds</td>
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<td>Corporate Bonds</td>
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<tr>
<td><strong>Total</strong></td>
<td>$104,553,223</td>
<td>$98,031,439</td>
<td>$99,163,220</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Other Funds</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash/Sweeps</td>
<td>$5,572,032</td>
<td>$5,645,384</td>
<td>$5,645,384</td>
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<td>$0</td>
</tr>
<tr>
<td>Money Market Accounts/Repos</td>
<td>$33,663,740</td>
<td>$9,711,341</td>
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<td>$0</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
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<td>$531,960</td>
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<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$39,760,732</td>
<td>$15,356,725</td>
<td>$15,356,725</td>
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<td>$0</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$1,171,121,365</td>
<td>$1,424,405,548</td>
<td>$1,298,761,687</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Deposits in Financial Institutions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash/Sweeps/MMA/Repos</td>
<td></td>
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<td><strong>Grand Total</strong></td>
<td>$1,171,121,365</td>
<td>$1,424,405,548</td>
<td>$1,298,761,687</td>
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<td><strong>Grand Total</strong></td>
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<td>$0</td>
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### LSU Investment Summary

**For the Quarter Ended September 30, 2023**

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<th>As of 9/30/2023</th>
<th>As of 12/31/2023</th>
<th>As of 3/31/2024</th>
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<tr>
<td>Cash/Sweeps</td>
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<td>$92,064,196</td>
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<td><strong>Total</strong></td>
<td>$88,514,138</td>
<td>$92,064,196</td>
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<td><strong>Grand Total</strong></td>
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<td>$1,242,405,548</td>
<td>$1,298,761,687</td>
<td>$0</td>
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</tbody>
</table>

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* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

** Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

*** LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

---

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.

Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.
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<th>Period</th>
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<th>1 Year</th>
<th>3 Years</th>
<th>5 Years</th>
<th>10 Years</th>
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**Non Endowed Health Plan Barclays Aggregate Bond Index**
Investment Management Program
Non Endowed Accounts
Total Return
As of 9/30/2023

Non Endowed

Health Plan

Barclays Aggregate Bond Index
As of 9/30/2023
Investment Management Program
Endowed Accounts
Total Return

FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18 FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FYTD 1 Year 3 Years 5 Years 10 Years
-14.00 -12.00 -10.00 -8.00 -6.00 -4.00 -2.00 0.00 2.00 4.00 6.00 8.00 10.00 12.00 14.00 16.00
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69

Endowment
Osher
Endowed Benchmark

As of 9/30/2023
Investment Management Program
Endowed Accounts
Total Return

FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18 FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FYTD 1 Year 3 Years 5 Years 10 Years
-14.00 -12.00 -10.00 -8.00 -6.00 -4.00 -2.00 0.00 2.00 4.00 6.00 8.00 10.00 12.00 14.00 16.00
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69

Endowment
Osher
Endowed Benchmark

As of 9/30/2023
Investment Management Program
Endowed Accounts
Total Return

FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18 FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FYTD 1 Year 3 Years 5 Years 10 Years
-14.00 -12.00 -10.00 -8.00 -6.00 -4.00 -2.00 0.00 2.00 4.00 6.00 8.00 10.00 12.00 14.00 16.00
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69
5.89 6.81 10.28 10.74 10.23 4.09 3.69 3.50 3.21 4.62 4.88 6.17 5.46 5.11 3.57 4.10 4.08 8.21 8.05 8.05 8.46 8.49 9.22 8.41 13.87 12.36 11.69

Endowment
Osher
Endowed Benchmark
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<tr>
<th>Name</th>
<th>Effective Date</th>
<th>Academic Rank/Title</th>
<th>Tenure Status</th>
<th>Previous Salary</th>
<th>New Salary</th>
<th>% Salary Change</th>
<th>Honors/Professorships</th>
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<td>Department Head/Chair</td>
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<td>John H. Bateman</td>
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<tr>
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**Explanation:**
- **Start Date** and **End Date** indicate the duration of the tenure or appointment.
- **Change Type** indicates the type of salary change or adjustment.
- **Reasons Description** provides the specific reason for the salary change or adjustment.
- **Salary 1**, **Salary 2**, and **Salary 3** represent the initial, revised, and final salaries, respectively.
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**Notes:**
- PRO Promotion in Faculty Rank indicates a promotion to a higher academic rank.
- PAY Sal Inc-Merit Inc/Pay Inc Uncl indicates a merit increase or a pay increase.
- PRO Promotion in Faculty Rank indicates a promotion to a higher academic rank.
- PAY Sal Inc - Equity Adjust Unclas indicates an equity adjustment.
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