

ATTACHMENT "A"

**MARK AND CAROLYN GUIDRY CHAIR IN THE SCHOOL OF
ELECTRICAL ENGINEERING AND COMPUTER SCIENCE
AND
MARK AND CAROLYN CAMPBELL GUIDRY DOCTORAL FELLOWSHIP
IN THE ELECTRICAL AND COMPUTER ENGINEERING DIVISION**

105175

101571

DONATION AND PLEDGE

The Mark and Carolyn Guidry Foundation ("Donor") has pledged to make an irrevocable donation of \$3,000,000 ("Donation") to the LSU Foundation ("Foundation") to establish a \$2,000,000 endowed chair fund ("Chair Endowment") and a \$1,000,000 endowed fellowship fund ("Fellowship Endowment") to benefit the College of Engineering at Louisiana State University and Agricultural and Mechanical College ("LSU" or "University"). Donor agrees to payments as outlined on signed Pledge Agreement. Total Donation shall be referred to herein collectively as "Endowment." The Donation is intended to qualify for state matching funds under the Board of Regents Support Fund or any comparable matching program for faculty or student support. Donor agrees that any donations made in excess of the minimum amount required under such matching programs, but which aren't sufficient to qualify for additional increments of match, may be expended for the purposes of the Endowment as stated in this Agreement. Acceptance of Donation by the Foundation is conditioned on the acceptance of any conditions or obligations imposed on the University by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), its successors and assigns, or LSU Board President in accordance with University policies and procedures.

The Donation is intended to qualify for any athletic, alumni or other University-related recognition programs available to Donor at the time the Donation is made. The Foundation does not administer or govern any such related recognition programs but will report the Donation to the appropriate athletic, alumni or University entity in accordance with the Foundation's existing reporting policy for such donations. Donor acknowledges that the receipt of benefits from any recognition programs administered by third-parties is not the cause or consideration for the Donation and neither the termination of such recognition programs nor Donor's failure to receive any benefits to which Donor may be entitled shall constitute grounds for revocation of the Donation.

NAMES AND PURPOSES

The Chair Endowment will be known as the Mark and Carolyn Guidry Chair in the School of Electrical Engineering and Computer Science. This chair shall benefit the College of Engineering. The Chair Endowment may be used for salary supplements and other support of the academic activities of the chair position including instruction and research, equipment, materials, faculty improvement, and graduate student support. Foundation agrees to make all disbursements in accordance with the terms and conditions set forth in this Agreement, subject to Foundation policies and applicable law. The recipient of this chair shall be the Director of the School of Electrical Engineering and Computer Science with the approval of the Dean and the Provost. The chair may be awarded to the recipient for a time period set by the Dean of the College of Engineering and approved by the Provost.

The Fellowship Endowment will be known as the Mark and Carolyn Guidry Doctoral Fellowship in the Electrical and Computer Engineering Division. Recipients of this fellowship must be full-time doctoral students at LSU enrolled in the College of Engineering, Division of Electrical and Computer Engineering. Endowment income shall be used to provide eligible students with scholarship support and/or funding for academic or professional experiential opportunities, including, but not limited to, internships, externships, conference and research travel and field experiences. Recipients of this fellowship will be recommended by a committee of faculty within the Division of Electrical and Computer Engineering, selected by the Chair of the Division and approved by the dean of the College of Engineering or his/her designee and awarded in accordance with LSU policies and procedures. Recipients of this fellowship may retain this fellowship for an additional year(s) provided funds are available and he/she continues to meet the eligibility requirements. However, this fellowship shall terminate when the recipient receives his/her graduate degree; nor shall the recipient hold the fellowship for longer than the duration of the degree program in which recipient is enrolled. This fellowship shall be withdrawn if the recipient fails to enroll or remain enrolled as a full-time student in the College of Engineering, Division of Electrical and Computer Engineering, fails to maintain the minimum performance expectations; or the recipient fails to remain in good academic standing.. The amount of the fellowship funds awarded shall be determined by the dean or his/her designee based on the annual net earnings of this fund.

NAMING UNIVERSITY FACILITIES AND ACADEMIC UNITS

Any and all namings involving buildings or portions thereof, sites, streets, open spaces, colleges, schools, departments, institutes, programs, or centers under the control of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College require the approval of the Dean or comparable administrative officer, and/or Vice Chancellor under whose immediate authority the Facility or Academic Unit falls, the Office of Academic Affairs (for Academic Units), the Chancellor, the System President, and the LSU Board of Supervisors must be in compliance with State law, Permanent Memoranda issued by the System President and PS-70. No naming or agreed alternative naming may be delivered to any person, organization or corporation without said approval nor will any alleged promise be honored that does not comply with these stipulations. Donors are advised that approval is not automatic or guaranteed.

INVESTMENT AND SPENDING POLICY

The principal (corpus) of the Endowment shall not be invaded or expended for any purpose, notwithstanding the provision for service fees stated below. A spending allocation will be determined annually as approved by the Board of Directors of the Foundation ("Foundation Board") in its Spending Policy. An objective of the Spending Policy shall be to preserve the purchasing power of the Endowment. The Donation is irrevocable, and the Foundation may combine the Endowment with other endowment funds for investment purposes to maximize expected return, to improve diversification and to provide efficiency in management. The Foundation may temporarily invest the Donation with non-endowed funds until such time as state matching funds are received under the Board of Regents Support Fund or any comparable matching program, provided that the principal shall not be invaded or expended for any purpose, notwithstanding the provision for service fees stated below. While Donation is temporarily

invested as such, earnings will accrue to the Donation in accordance with the Investment Policy Statement approved by the Foundation Board. The Foundation Board shall annually authorize the appropriation for expenditure or accumulation of such Endowment funds as it determines are prudent for the uses, benefits, purposes and duration for which the Endowment is established, and may include the appropriation for expenditure of corpus at levels deemed prudent in the determination of the Foundation Board in its spending policy.

SERVICE FEES

Foundation may assess a reasonable service fee comparable to fees charged by other institutions that manage like funds in accordance with Foundation policies. The fees shall be assessed annually to cover Foundation administrative costs.

A 5 percent Development Support Fee is applied to all gifts to the LSU Foundation. The fee is split between the LSU Foundation and the beneficiary unit, supporting the operations of the LSU Foundation (which does not receive operational support from LSU) and directing working capital to beneficiaries' development funds to meet immediate needs of the colleges and units. The fee for an endowed gift is drawn from the spending allocation of the endowed account, not to exceed 50 percent of the spending allocation for a given year; in many cases, this will mean that the 5 percent fee is collected over the course of multiple fiscal years. No portion of the fee will be taken in any year that an endowed account does not receive a spending allocation. The state matching portion of endowed professorships, chairs and scholarships is exempt from the fee because those matching funds are not charitable gifts.

CONTINGENCY PROVISION

In the event that the expenditure of the earnings from the Endowment in accordance with the terms of this Agreement becomes either impossible or, in the opinion of the President and Chancellor, with Foundation concurrence, impractical, the Donor may designate another appropriate use for the Endowment funds. If the Donor has died or cannot be located after a reasonably diligent search, then the Foundation, after consulting with the President and Chancellor and considering the Donor's original intent as expressed in this Agreement, shall determine an appropriate alternative use for the Endowment funds. Should the beneficiary college, school, department or unit no longer exist as named in this Agreement due to an academic realignment, then the initial beneficiary curriculum or intent shall take precedence when determining an appropriate alternative use for the Endowment funds.

DISSOLUTION PROVISION

In the event that Foundation is dissolved in accordance with applicable provisions of its Articles of Incorporation, trust authority for the Endowment may be transferred to a successor foundation. If there is no successor foundation, trust authority for the Endowment will be transferred to the LSU Board to be used, as nearly practicable, by the College of Engineering, and in accordance with Donor's original intent as expressed in this Agreement, provided, however, that at the time of the transfer the LSU Board is qualified as a tax exempt charitable organization under the Internal Revenue Code of 1986, as amended.

ATTACHMENT "B"

Donor(s): Mark and Carolyn Guidry Foundation

Address: 2654 West Horizon Ridge Rd, Suite 8588

Henderson, NV 89052

Donee: LSU Foundation

Beneficiary Unit: College of Engineering

Name of Fund: Taylor Hall and Chemical Engineering Building Project Fund

Amount: \$1,000,000

Gift Purpose/ Restrictions:*

Funds are to be used in support of the Taylor Hall and Chemical Engineering Building Project.

Pledge payment terms:

See signed Pledge Agreement for payment terms

Date of final pledge payment:

See signed Pledge Agreement for final payment date

Special notes or considerations related to the pledge:

In recognition of the donation to the Taylor Hall and Chemical Engineering Building Project, LSU will seek approval from the Board of Supervisors to name the Mark and Carolyn Guidry Electrical Engineering Laboratory Complex.

The LSU Foundation acknowledges the Donor's instructions concerning the donation and expresses its deep appreciation for the Donor's generous pledge.

*Information regarding naming opportunities and policies relating to capital projects, as well as other terms relating to Pledge Agreements, can be found at www.lsufoundation.org/pledgeterms and are incorporated by reference into the terms of this Pledge Agreement. Any and all namings involving buildings or portions thereof, sites, streets, open spaces, colleges, schools, departments, institutes, programs, or centers under the control of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College require the approval of the Dean or comparable administrative officer, and/or Vice Chancellor under whose immediate authority the Facility or Academic Unit falls, the Office of Academic Affairs (for Academic Units), the Chancellor, the System President, and the LSU Board of Supervisors must be in compliance with State law, Permanent Memoranda issued by the System President and PS 70. No naming or agreed alternative naming may be delivered to any person, organization or corporation without said approval nor will any alleged promise be honored that does not comply with these stipulations. Donors are advised that approval is not automatic or guaranteed.

LSU FOUNDATION

LSU Foundation Pledge Agreement

This agreement is entered into by the parties below to evidence the Donor's pledge to make a donation to the LSU Foundation as outlined below. Acceptance by the Foundation is conditioned on the acceptance of any conditions or obligations imposed on the University by the University's Board or President in accordance with University policies and procedures.

Donor(s): Mark and Carolyn Guidry Foundation

Address: 2654 West Horizon Ridge Rd, Suite 8588
Henderson, NV 89052

Donee: LSU Foundation

Beneficiary Unit: College of Engineering

Name of Fund: Mark and Carolyn Campbell Guidry Doctoral Fellowship in the Electrical and Computer Engineering Division; Mark and Carolyn Guidry Chair in the School of Electrical and Computer Engineering and Computer Science; and Taylor Hall and Chemical Engineering Building Project Fund

Amount: \$4,000,000

Gift Purpose/ Restrictions:

\$1,000,000 is pledged to the Mark and Carolyn Campbell Guidry Doctoral Fellowship in the Electrical and Computer Engineering Division; \$2,000,000 is pledged to the Mark and Carolyn Guidry Chair in the School of Electrical and Computer Engineering and Computer Science; and \$1,000,000 is pledged to the Taylor Hall and Chemical Engineering Building Project Fund

Pledge payment terms:

	10/1/2014	10/1/2015	10/1/2016	10/1/2017	10/1/2018
Doctoral Fellowship		\$600,000	\$400,000		
Chair	\$200,000	\$200,000		\$800,000	\$800,000
THCEB Project Fund	\$600,000		\$400,000		

Date of final pledge payment:

October 1, 2018

Special notes or considerations related to the pledge:

See specifics for each account on Attachments "A" and "B"

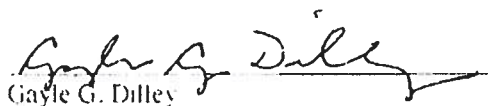
The LSU Foundation acknowledges the Donor's instructions concerning the donation and expresses its deep appreciation for the Donor's generous pledge.

*Information regarding naming opportunities and policies relating to capital projects, as well as other terms relating to Pledge Agreements, can be found at www.lsufoundation.org/pledgeterms and are incorporated by reference into the terms of this Pledge Agreement. Any and all namings involving buildings or portions thereof, sites, streets, open spaces, colleges, schools, departments, institutes, programs, or centers under the control of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College require the approval of the Dean or comparable administrative officer, and/or Vice Chancellor under whose immediate authority the Facility or Academic Unit falls, the Office of Academic Affairs (for Academic Units), the Chancellor, the System President, and the LSU Board of Supervisors must be in compliance with State law, Permanent Memoranda issued by the System President and PS-70. No naming or agreed alternative naming may be delivered to any person, organization or corporation without said approval nor will any alleged promise be honored that does not comply with these stipulations. Donors are advised that approval is not automatic or guaranteed.

Donor:

Mark and Carolyn Guidry Foundation

BY:

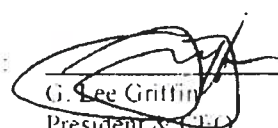

Gayle G. Dilley
President

7-20-14
Date

ACCEPTED:

LSU Foundation

BY:


G. Lee Griffin
President & CEO

7/28/14
Date