

STATE OF LOUISIANA  
PARISH OF ORLEANS  
CITY OF NEW ORLEANS

**RATIFICATION, EXTENSION, MODIFICATION AND AMENDMENT**

**of the**

**AUGUST 4, 1914 EDWARD WISNER DONATION**

BE IT KNOWN, that effective for all purposes on the 3rd day of August of 2014, BEFORE US, the undersigned notaries public, duly commissioned and qualified in and for the respective jurisdictions hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

- A. CITY OF NEW ORLEANS, both in the capacity of Trustee of the Edward Wisner Trust (sometimes herein referred to as "Trustee"), and in the capacity of a beneficiary of the Edward Wisner Trust herein represented in both capacities by LaToya Cantrell, Mayor, duly authorized by resolution of the Edward Wisner Donation Advisory Committee (hereinafter "Wisner Committee"), attached hereto and made a part hereof;
- B. BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ("LSU"), a public constitutional corporation of the State of Louisiana, appearing herein pursuant to its authority under Act 3 of the 1997 regular session of the Louisiana Legislature and in its capacity as the statutory owner and operator of the Medical Center of Louisiana at New Orleans (formerly known as "Charity Hospital" and "Big Charity"), represented herein by Thomas C. Galligan, Jr., Interim President of Louisiana State University, a duly authorized person of the full age of majority and domiciled in the Parish of East Baton Rouge, State of Louisiana;
- C. THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND ("Tulane"), a non-profit corporation in good standing under the laws of the State of Louisiana, appearing and acting herein through Patrick Norton, a duly authorized person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana;
- D. THE SALVATION ARMY ("Salvation Army"), a Georgia non-profit corporation in good standing and qualified to do business in the State of Louisiana, appearing and acting

herein through Willis Howell, a duly authorized person of the full age of majority and domiciled in the County of Gwinnett, State of Georgia;

- E. MARK E. PENEGUY, a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, individually, and as the duly authorized agent for Richard A. Peneguy, Jr., under limited power of attorney dated, November 24, 2009, registered in COB 1809, Page 570, Instrument Number 1087492; Elizabeth P. Green, also known as Elizabeth Wisner Peneguy Green, under limited power of attorney dated November 24, 2009, registered in COB 1809, Page 573, Instrument Number 1087493; Christopher T. Peneguy, under limited power of attorney dated December 10, 2009, registered in COB 1809, Page 576, Instrument Number 1087494, the three preceding instruments all being registered on March 4, 2010, Records of Lafourche Parish, Louisiana; and the Succession of David Charles Peneguy, under general Act of Procuration dated June 30, 2005, registered in COB 2151, Page 502, Instrument Number 1285726, on October 22, 2019, Records of Lafourche Parish, Louisiana;
- F. EWP FAMILY PROPERTIES, LLC, a limited liability company organized under the laws of the State of Louisiana, in good standing, having its principal place of business in the Parish of East Baton Rouge, Louisiana, appearing herein through its Managing Member, Edward W. Peneguy, Jr., a person of the full age of majority and domiciled in the Parish of East Baton Rouge, State of Louisiana, duly authorized by a resolution of the members;
- G. CROCKER & LEIGH INVESTMENT TRUST, herein represented by its Trustee, James N. Peneguy, a person of the full age of majority and domiciled in the Parish of East Baton Rouge, State of Louisiana;
- H. WENDELL H. COOK, JR., a person of the full age of majority and domiciled in the County of Madison, State of Mississippi, individually, and as the duly authorized agent for Christopher T. Cook, Timothy M. Cook, and Andrew J. Cook, under joint general durable power of attorney dated June 4, 2007, registered in COB 2152, Page 454, Instrument Number 1286332, on November 4, 2019; and Kathy M. Temple, under limited power of attorney dated December 2, 2009, registered in COB 1809, Page 582, Instrument Number 1087496; both being registered in the Records of Lafourche Parish, Louisiana;

- I. JOHN P. COOK, a person of the full age of majority and domiciled in the County of Tuscaloosa, State of Alabama, individually, and as Trustee of the Jane Peneguy Cook Family Trusts A and B;
- J. P. HOLMES COOK, a person of the full age of majority and domiciled in the County of Hinds, State of Mississippi;
- K. HARRIET ELIZABETH COOK, a person of the full age of majority and domiciled in the County of Tuscaloosa, State of Alabama;
- L. KEENE R. KELLEY, a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, individually and duly authorized agent for Amelie Marchesseau, Charlotte Marchesseau, Betty Adamsen (formerly Betty Marchesseau), David M. Trelles, Robert E. Dufour, David A. duPlantier, Diane D. McNabb, William Bres Gregory, III, Angela Gregory Hansen, Anne Marie Hughes, Glenn M. Gregory, Janice P. Beeman, John Gregory Percy, Anne Porteous Vickery, Mildred (Millie) B. Ball, Laura Elizabeth McGee, Sharon Tyler McGee, Stanley S. Morris, III, Elizabeth M. Williams, Catherine Kernan Young, Susan Boone Davidson, Sally Boone Cromwell, Timothy David Boone, Theodore Brierre Boone, Francis Palmer Kelley Ragsdale and Catholic Charities Archdiocese of New Orleans under the limited powers of attorney listed and identified on Exhibit A attached to and made part hereof for all purposes;
- M. JANIS D. KUGLE, a person of the full age of majority and domiciled in the County of Rockwall, State of Texas;
- N. WILLIAM D. PORTEOUS, a person of the full age of majority and domiciled in the County of New York, State of New York;
- O. ALEXANDRA KEITH PORTEOUS, a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana;
- P. JANE K. STUBBS, a person of the full age of majority and domiciled in the County of New York, State of New York;
- Q. ST. JOSEPH CHURCH, a non-profit corporation in good standing under the laws of the State of Louisiana, appearing and acting herein through Rev. Tom Stehlik, C.M. a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, duly authorized;

- R. STEPHANIE KUGLE MACVEIGH, a person of the full age of majority and domiciled in the County of Denton, State of Texas; and
- S. MICHELLE KUGLE GROSS, a person of the full age of majority and domiciled in the County of Rockwall, State of Texas.

All of the parties identified above in paragraphs A through S, both inclusive, are sometimes herein below referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, on August 4, 1914, Edward Wisner made and executed a donation *inter vivos* (the “Act of Donation”) of certain lands situated in the Parishes of Jefferson, St. John the Baptist, and Lafourche, to the City of New Orleans as Trustee for the Edward Wisner Trust (the “Trust”) for the benefit of the City of New Orleans, the Administrators of the Tulane Educational Fund, The Salvation Army, Inc., and the Charity Hospital of New Orleans, which entities were the original sole beneficiaries of the Trust;

WHEREAS, the Act of Donation was accepted by the then Trustee, Martin Behrman, Mayor of the City of New Orleans;

WHEREAS, Edward Wisner died on March 8, 1915, and, on December 26, 1928, believing that the Trust was created in violation of their respective community property and forced heirship rights, Mrs. Mary J. Wisner, Ms. Elizabeth Wisner, and Mrs. Harriet Rowena Wisner, wife of Harry J. Peneguy, as the widow in community and the then sole and only heirs at law and legatees of Edward Wisner, (the said widow, heirs, and legatees, together in turn with their respective heirs, successors, and assigns, being referred to herein collectively as the “Wisner Family”) filed a lawsuit on December 26, 1928, entitled *Mrs. Mary J. Wisner, et al v. City of New Orleans, et al*, bearing proceeding No. 178463 on the docket of the Civil District Court of the Parish of Orleans, State of Louisiana (the “1928 Lawsuit”) in which the plaintiffs sought to annul, set aside, and have declared void the Act of Donation and also to have the plaintiffs’ ownership recognized in the property made the corpus of the Trust;

WHEREAS, by agreement dated September 17, 1929, authorized representatives of all parties to the 1928 Lawsuit, namely the City of New Orleans, the Administrators of the Tulane Educational Fund, Charity Hospital of New Orleans, The Salvation Army, Inc., and the Wisner Family, entered into a compromise and settlement of the 1928 Lawsuit thereby creating and establishing certain contractual rights and obligations between the parties and providing for,

among other matters, amendment of the Trust as originally created by the Act of Donation (the “Compromise Agreement”);

WHEREAS, the Compromise Agreement was made the judgment of the Court in the 1928 Lawsuit by Judgment dated April 1, 1930 (the “1930 Judgment”), which now is final and unappealable;

WHEREAS, the Wisner Committee was established for the purposes described in the Compromise Agreement and the 1930 Judgment, including to manage and administer the Trust’s assets;

WHEREAS, the Act of Donation, the Compromise Agreement, and the 1930 Judgment collectively set out the contractual rights and obligations of the parties thereto (the Act of Donation, the Compromise Agreement, and the 1930 Judgment sometimes collectively referred to herein as the “Trust Documents”);

WHEREAS, various disputes arose between and among certain beneficiaries of the Trust, the Wisner Committee and the Trustee, including, without limitation, disputes regarding the contractual rights and obligations of the parties to the Compromise Agreement, the terms and conditions of the Trust Documents, the term of the Trust, the management and administration of the Trust, the rights and obligations regarding use and disposition of proceeds of the Trust by the City of New Orleans as a beneficiary, the purposes, rights and obligations of the Wisner Committee, and the interpretation and application of the Trust Documents, which resulted in the filing, on December 10, 2012, by the Honorable Mitchell J. Landrieu, Mayor of the City of New Orleans, as Ex-Officio Trustee of the Trust, of a lawsuit entitled *In Re: Edward Wisner Donation, Honorable Mitchell J. Landrieu, Mayor and Ex-Officio Trustee*, No. 12-11469, Civil District Court for the Parish of Orleans, State of Louisiana, and the filing, on January 4, 2013, by certain beneficiaries of the Edward Wisner Trust of a lawsuit entitled, *In Re: The Edward Wisner Trust, a/k/a The Edward Wisner Donation, Honorable Mitchell J. Landrieu, Mayor and Ex-Officio Trustee, and the Edward Wisner Donation Advisory Committee*, No. 13-107, Civil District Court for the Parish of Orleans, State of Louisiana, which lawsuits were consolidated, tried, and ultimately adjudicated on appeal by the Louisiana Court of Appeal, Fourth Circuit, as set forth in *In Re: The Edward Wisner Donation*, 2014-0027, 2014-0028 (La. App 4 Cir. 09/18/2014), writ denied, 2014-2135 (La. 02/13/2015), 159 So.3d 463;

WHEREAS, in part, the final outcome of the lawsuits was a judicial determination that the Trust terminated on August 4, 2014, and the Trust therefore is now in a “wind-down” status during which it remains extant and its business operations necessarily continue for the protection and preservation of the Trust’s assets;

WHEREAS, while the Trust remains extant in its “wind-down” status, for their mutual benefit the Parties desire to confect an agreement under which the assets forming the corpus of the Trust will remain in trust to be owned, managed, and administered consistent with the intent and purpose of this Ratification, Extension and Amendment of the August 4, 1914 Edward Wisner Donation (the "Agreement") consistent with the intent and purpose as expressed in the terms of the Trust, with such modifications as are provided in this Agreement to further those purposes;

WHEREAS, all Parties hereto believe that retention of said assets forming the corpus of the Trust within the Trust and their continued ownership, management, and administration, consistent with the intent and purpose of this Agreement, not only will realize and achieve maximum value of the Trust’s assets, but also will avoid loss, dissipation, and in fact insure preservation of the Trust’s assets, all for the benefit of both the public interest and the Beneficiaries (as defined in Section 4, below, and identified on Exhibit “A” attached hereto) consistent with the intent and purpose as expressed in the terms of the Trust, with such modifications as are provided in this Agreement to further those purposes;

WHEREAS, desiring to preserve and enhance the Trust’s properties further described in Sections 2 and 3 below together with all of the other resulting benefits that will accrue therefrom, the Trustee and the Beneficiaries wish to provide for continuation of the Trust beyond the stated term in the aforesaid Act of Donation;

WHEREAS, in view of the passage of time and changing community, charitable and public requirements which have rendered some of the original purposes of the Trust to be of no current benefit to the community, the Trustee and the Beneficiaries deem it necessary and appropriate to make certain modifications with respect to the purposes of the Trust for the benefit of the community, and consistent with the Trust’s original purposes, as to be more fully set out hereinafter; and

WHEREAS, in view of certain ambiguities existing in certain of the Trust Documents relating to the operation of the Trust, the Trustee and the Beneficiaries desire to execute this Agreement, in order to assure the Trust's smooth, efficient, and flexible operation in future years.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to be derived to each of them, the Trustee and Beneficiaries do hereby agree and bind themselves as follows:

1. The Act of Donation shall be and it is hereby ratified, extended and amended as set forth below.
2. The Trust has remained extant and viable throughout its wind-down period and shall now continue indefinitely and perpetually without limitation as to term, and shall continue to be administered, maintained and governed in accordance with and subject to the terms and provisions of the Trust Documents, except as specifically clarified, modified, extended, ratified, or otherwise changed in this Agreement to conform to the settlor's purposes or to implement the settlor's purpose under changed conditions. The Trust corpus shall continue to be comprised and composed of its immovable property, improvements, fruits, income, revenue, movable property, and other assets (collectively, the "Trust Property") which are held in trust for the benefit of the Beneficiaries in the name of the Trustee.
3. The immovable property made subject to the Trust is described as follows to-wit:

JEFFERSON PARISH, LOUISIANA

That portion of Section Twenty Two, East of Bayou Segnette, Southeast quarter of Section Seventy Two, all Section Seventy Three, East of Bayou Segnette, except Northeast quarter, all Section Seventy Six east of Bayou Segnette, except East half of Southeast quarter, East half of Southeast quarter and that portion of the West half of Section Eighty, east of Bayou Segnette, all Section Eighty Three, Township Fourteen South Range Twenty Three East.

ST. JOHN THE BAPTIST PARISH, LOUISIANA

South half of Southwest quarter and Northwest quarter of Southwest quarter of Section Twenty Nine, Township Twelve South Range Nineteen East.

Section Fifteen, Northwest quarter of Southwest quarter, South half of Southwest quarter, Southwest quarter of Southeast quarter and Lot Two of Section Twenty Seven; Lots Two, Three, Four, Five and Six of Section Twenty Eight; Southeast quarter of Northeast quarter of Section Twenty Nine; Lot One of Section Thirty One; Lots One, Two, Three, Four, and Six and east half of Northwest quarter of Section Thirty-Two, Township Thirteen South Range Eighteen East.

Southeast quarter of Northwest quarter, north half of Northeast quarter and that portion of the north half of south half of Section Two, North of Bayou Chevreuil, that portion of Northwest quarter of Northwest quarter of Section 3 north of

Bayou Chevreuil, that portion of the Northwest quarter of Northeast quarter of Section Four, north of Bayou Chevreuil, Township Fourteen South, Range Eighteen East.

#### LAFOURCHE PARISH, LOUISIANA

All Section One, those portions of Section Two and Three and East half of Section Four, lying south of Bayou Chevreuil, Northwest quarter of Northeast quarter, South half of Northeast quarter and Lot One of Section Ten, and Lots One and Two, south half of Northwest quarter; Northwest quarter of Southwest quarter and north half of Northeast quarter of Section Eleven, Township Fourteen South, Range Eighteen East.

That portion of Section Thirteen lying south of Commercial Canal, Southeast quarter and that part of Northeast quarter of Southwest quarter lying south of Commercial Canal, Section Fourteen, East half of Southeast quarter of Section Twenty Three, Southeast quarter of Southeast quarter, west half of Southeast quarter and Southwest quarter of Section Twenty Four, all Section Twenty Five, Northeast quarter of Northeast quarter, South half of Northeast quarter and Southeast quarter of Section Twenty Six, Southeast quarter of Southwest quarter, south half of Southeast quarter, north half of Northeast quarter and Northwest quarter of Northwest quarter of Section Thirty Five, north half of north half and south half of south half of Section Thirty Six, Township Twenty One, South, Range Twenty Two East.

Those portions of Sections Seven, Eight, Nine, Ten and Eleven, lying South of Commercial Canal, Sections Fourteen, Fifteen and Seventeen, that portion of Section Eighteen lying south of Commercial Canal, all Sections Nineteen, Twenty, Twenty One, Twenty Two, Twenty three, Twenty Five, Twenty Six, Twenty Seven, Twenty Eight, Twenty Nine, Thirty, Thirty one, Thirty Two, Thirty Three, Thirty Four, Thirty Five and Thirty Six, Township Twenty One South, Range Twenty Three East.

All Sections One to Fifteen, inclusive, all section Seventeen, all Section Twenty, except Southwest quarter of Southwest quarter, Sections Twenty One, Twenty Two, and Twenty Three, Sections Twenty Six and Twenty Seven, North half of north half and Southwest quarter of Section Twenty Six and Twenty Seven, North half of north half and Southwest quarter of Section Twenty Eight, south half of Northwest quarter and Southwest quarter of Section Twenty Nine, Northwest quarter and south half of Section Thirty Two, Section Thirty Three, south half of north half and south half of Section Thirty Four, all Section Thirty Five, except Northwest quarter of Northwest quarter Section Thirty Six, Township Twenty Two South, Range Twenty Three East.

Sections One and Two, Northwest quarter of Northeast quarter and east half of each half of Section Three, Northeast quarter of Northeast quarter of Section Ten, Sections Eleven and Twelve, all Section Thirteen, except south half of Southwest quarter; north half of Southeast quarter, east half of Northwest quarter and Northeast quarter of Section Fourteen, Lot Three of Section Twenty Two, those portions of Sections Twenty Three, Twenty Seven and Thirty Four, south of west fork of Bayou Lafourche, lots Two, Three and Six, west half of Southwest quarter, Southeast quarter of Southwest quarter, east half of Northeast quarter of Section Twenty Four, all section Twenty Five, except Lot One, Sections Twenty Six and Thirty Five, Township Twenty Three South, Range Twenty Two East.

Sections One to Twelve, inclusive, all Section Nineteen except Southwest quarter of Southwest quarter, Sections Twenty and Twenty One, Northeast quarter of Northwest quarter and Northeast quarter of Section Thirty, Sections Seventeen and Eighteen, Township Twenty Three South, Range Twenty Three East.

The foregoing descriptions containing in the aggregate fifty thousand (50,000) acres of land, more or less, according to Government Survey.



It being the intent of the Parties to include in this description all immovable property in the Parishes of Jefferson, St. John the Baptist, and Lafourche, Louisiana, whether or not expressly herein described, title to which was transferred to the Trustee by the Act of Donation, to be administered by the Trustee as a fiduciary for the benefit of the Beneficiaries.

Less and except any such portions of the above described property which were previously conveyed to one or more third parties as reflected in the respective conveyance records of Jefferson Parish, Louisiana, St. John the Baptist Parish, Louisiana and/or Lafourche Parish, Louisiana.

4. The current Beneficiaries (and their respective heirs, successors, and assigns as may be applicable in the future) are and shall be both principal and income beneficiaries of the Trust. The current Beneficiaries are identified, and their respective principal and income interests are set forth, in the schedule attached hereto and incorporated by reference as Exhibit "A".
5. In order to more economically, practically, and orderly manage, operate, and administer the Trust and the Trust Property, a joint board is hereby created by the Beneficiaries to be known as the Edward Wisner Trust Management Board ("Board"), which shall be composed of five (5) Members: one to be the Mayor of the City of New Orleans or his or her designee, one to be selected by LSU, one to be selected by Tulane, one to be selected by the Salvation Army, and one to be jointly selected by the Wisner Family. Any legal instrument, writing, or contract which sets forth rights or obligations affecting the Trust or the Trust Property and which contains a term in excess of two (2) years (twenty-four (24) consecutive calendar months) will require the signature of each of the five (5) Members of the Board in order to be binding on, effective or enforceable against the Trust.
6. Except as otherwise expressly provided herein for certain actions of the Board requiring the unanimous consent of the Board Members, all actions of the Board must be authorized upon a percentage vote of the Board of not less than sixty-six percent (66%) of the entire beneficial interest in the Trust with each Board Member actually present having a percentage vote equal to the percentage of beneficial interest in the Trust, of the respective Beneficiary or Beneficiary family or group which such actually present Board Member represents.
7. The Board is hereby empowered to manage, direct, and administer all of the Trust Property, and to that end, all matters relating to the management and administration of the

Trust and the Trust Property shall be handled by the Board. The Trustee is empowered to acquire, sell, or alienate Trust Property provided, however, any such action may only be taken upon prior unanimous written approval of the entire Board. No Party shall act with respect to any Trust matter, or with respect to any Trust Property, including without limitation, the disposition of any income interest or principal interest of the Trust Property, without having first received the express written authorization of the Board.

8. The Board, which has been created and established by private contract by and among the Beneficiaries under the express terms and provisions of this Agreement, shall conduct its internal affairs and operations, including the hiring and termination of staff employees, and expenditure of funds as deemed reasonably necessary or appropriate, in its sole discretion. The Board shall conduct its business and manage all of its affairs in accordance with its bylaws as adopted and amended from time to time.
9. Notwithstanding the foregoing, the Board shall be and is hereby authorized, upon a percentage vote of the Board as set forth in Section 6, above, a) to lease or encumber Trust Property, and b) to hire or terminate such personnel as it deems necessary or appropriate in its sole discretion, including, without limitation, the hiring, retention and termination of employees, independent consultants, contractors, agents, representatives, attorneys, accountants, auditors, surveyors, appraisers, landmen, and any other professional service personnel or consultants it deems necessary or appropriate, any or all of whom shall be employed solely at the pleasure and upon the direction of the Board.
10. Notwithstanding the foregoing, the Board, upon a percentage vote of the Board as set forth in Section 6, above, may adopt or amend such rules and regulations, including bylaws, not in conflict with this Agreement, as it deems necessary or appropriate in its sole discretion. In the event of any conflict between any rules and regulations, and/or bylaws adopted by this Board and this Agreement, the terms and conditions of this Agreement shall govern and control.
11. A principal purpose of management and administration of the Trust is to generate and earn income which, less such portion thereof determined by the Board in its business judgment to be necessary for expenses associated with the operation, administration, and preservation of the Trust and Trust Property, shall be distributed to the Beneficiaries no less frequently than quarterly each calendar year.

12. Pursuant to this Agreement, the Trust shall have perpetual duration. Nevertheless, the Trust may be terminated only upon a unanimous vote of the entire Board, and upon such termination, all remaining Trust Property shall be distributed to the Beneficiaries (or, if appropriate, to their respective heirs, successors, or assigns) in accordance with their respective beneficial interests. If any Trust Property is sold, the receipts therefrom shall be distributed in the same manner.
13. The proportionate share of funds that are distributed from the Trust to the City of New Orleans, as a beneficiary, shall be used only and exclusively for non-political, non-profit projects within the City of New Orleans or the Parish of Orleans, that are designed to serve one or more of the following purposes: (a) education, (b) beautification, (c) recreation, and (d) charitable services. Notwithstanding the provisions of Section 15, below, the Trustee shall determine the particular non-political, non-profit projects for such purposes to be supported and the amounts to be committed in the form of grants from the City's proportionate beneficial share of distributions from the Trust. Prior to making any grants, the Trustee shall provide the Board members with a list of proposed grants identifying the proposed grantee, the purpose, and the amount of the grant. The Board members shall have a reasonable time, not less than 30 days, to comment on the proposed grants.
14. The City of New Orleans shall establish a separate bank account to which all trust distributions to the City of New Orleans, as beneficiary, shall be deposited, and from which grant distributions will be made. This account shall be named, "City of New Orleans—Edward Wisner Trust Proceeds Account." Copies of the monthly statements of this special bank account shall be provided each month to the Members of the Board including additional information, if any, that is necessary to confirm the identity of grant recipients and the date and amount of each grant distribution made from the account.
15. The Mayor of the City of New Orleans, shall continue to act as Trustee of the Trust subject to and only upon the advice and consent of and pursuant to the direction of the Board.
16. The Mayor of the City of New Orleans (or his or her designated alternate) shall continue to act as the Chair of for the Board and the other beneficial interests each shall designate two individuals as alternate Members of the Board to represent its respective, beneficial

interest on the Board. The designation of each Member and alternate Member shall be confirmed, in writing, by the appropriate beneficial interest owner to the Board and the Trustee. Only one alternate member may at any given time act in the absence of the Member or alternate member for whom he or she is so designated. Any vacancy in a seat held by an appointed Member representing any beneficial interest shall be filled only by that beneficial interest having the original right of appointment.

17. The duties and functions of the Board shall include, without limitation: (a) the adoption and amendment of bylaws for its operation; (b) the election or designation in the bylaws of officers; (c) the selection or appointment of subcommittees, as needed, for establishing and recommending policies and procedures and addressing other specific issues associated with the business of the Trust; (d) the management, direction, and administration of all business activities on, or connected with the Trust Property, or of the Trust; and (e) the giving of its advice and consent and its direction to the Trustee on all matters pertaining to the Trust. All matters relating to the Trust and Trust Property shall be handled by the Board.
18. In advance of each calendar year, the Board shall unanimously approve and adopt an annual budget to include projections of anticipated Trust revenue, gains, expenses, losses, and expenditures for the upcoming calendar year. All expenditures and expenses, necessary or proper, incurred by the Board or the Trustee shall be paid out of any funds comprising Trust Property.
19. In the event of a conflict between the provisions and terms of this Agreement and the provisions and terms of the Trust Documents, the provisions and terms of this Agreement shall govern and control, and, where there is no conflict between the provisions and terms of this Agreement and the provisions and terms of the Trust Documents, the provisions and terms of the Trust Documents which do not conflict with the terms of this Agreement, are hereby ratified, confirmed, and accepted, and shall remain in full force and effect and shall be incorporated herein as if they were stated and agreed upon within this Agreement.
20. The Board and each of its individual Members shall at all times, have access, and shall be entitled, to review and copy all documents, contracts, reports, records, emails, letters, notes, correspondence, writings, drawings, graphs, charts, photographs, sound recordings,

images, and any and all other data and data compilations in any medium from which information can be obtained, translated (if necessary), through detection and other devices into reasonably useable form, and to receive copies of same, in actual or constructive possession of the Mayor of the City of New Orleans, and any former Mayor of the City of New Orleans which affect or relate to the Trust, the Trust Property, or any property now or formerly administered by the Trustee, by the former Wisner Committee, or the Board. These documents shall be provided to the Board no later than thirty (30) days following written request from the Board or any individual member of the Board.

21. This Agreement or notice thereof shall be recorded in the conveyance records of Orleans, Jefferson, St. John the Baptist and Lafourche Parishes, State of Louisiana, as part of, and as a ratification, extension and amendment to, the Trust and the Trust Documents.

22. Any notice or communication required or permitted to be given to, or furnished by, any of the Parties under this Agreement shall be in writing and mailed or delivered by certified mail, return receipt requested, or by a national overnight delivery service, such as Federal Express, to the Parties as follows:

IF TO THE CITY OF NEW ORLEANS:

Attn: The Honorable Mayor of New Orleans  
1300 Perdido Street  
2nd Floor  
New Orleans, LA 70112

COPY TO:

The Honorable City Attorney, City of New Orleans  
1300 Perdido Street  
5th Floor, Room 5E03  
New Orleans, LA 70112

IF TO THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE:

LSU General Counsel  
3810 West Lakeshore Drive  
Baton Rouge, LA 70803

IF TO THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND:

Attn: President  
6823 St. Charles Avenue  
327 Gibson Hall  
New Orleans, LA 70118

IF TO THE SALVATION ARMY:

Attn: President and Territorial Commander  
4526 South Claiborne Ave.  
New Orleans, LA 70125

AND TO THE FOLLOWING:

Mark E. Peneguy, individually, and as agent for Richard A. Peneguy, Jr., Elizabeth P. Green, AKA Elizabeth Wisner Peneguy Green, Christopher T. Peneguy, and the Succession of David Charles Peneguy  
P.O. Box 13686  
New Orleans, LA 70185  
peneguy@cox.net

EWP Family Properties, LLC  
Attn: Edward W. Peneguy, Jr., Managing Member  
1831 East Woodchase Drive  
Baton Rouge, LA 70808  
ewpeneguy@gmail.com

Crocker & Leigh Investment Trust  
Attn: James N. Peneguy, Trustee  
17418 Lantana Court  
Baton Rouge, LA 70817-4240  
james@jnpcpa.com

Wendell H. Cook, Jr., individually, and as agent for Christopher T. Cook, Timothy M. Cook, Andrew J. Cook, and Kathy M. Temple  
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New Orleans, LA 70115  
william\_vickery@hotmail.com

Mildred (Millie) B. Ball  
3008 Calhoun Street  
New Orleans, LA 70118  
travlinmillie@aol.com

Laura Elizabeth McGee  
3512 Old Post Road  
Raleigh, NC 27612  
laura\_\_mcgee@hotmail.com

Sharon Tyler McGee  
3512 Old Post Road  
Raleigh, NC 27612  
stylerm2@yahoo.com

Stanley S. Morris, III,  
P.O. Box 3117  
Laguna Hills, CA 92654

Elizabeth M. Williams  
c/o Dr. Elizabeth E. Williams  
6316 Ridgeway Road  
Richmond, VA 23226  
ehlabas1@gmail.com

Catherine Kernan Young  
920 Webster Street  
New Orleans, LA 70118  
younggoggy@aol.com

Susan Boone Davidson  
117 Sycamore Drive  
Mctairic, LA 70005  
honeybunsusan@gmail.com

Sally Boone Cromwell  
37 Riverdale Drive  
Covington, LA 70433  
sbcromwell@yahoo.com

Timothy David Boone  
1403 East 9<sup>th</sup> Street  
Okmulgee, OK 74447  
tboone777@yahoo.com

Theodore "Teddy" Brierre Boone  
420 E. 1<sup>st</sup> Avenue  
Covington, LA 70433  
tboone@fidelismarine.com

Palmer Ragsdale  
202 N. Clark Street  
Rockwall, TX 75087  
palmerragsdale@yahoo.com



Catholic Charities Archdiocese of New Orleans  
Sr. Marjorie Hebert, M.S.C.  
President and CEO  
1000 Howard Avenue, Suite 200  
New Orleans, LA 70113  
spierson@ccano.org

Janis D. Kugle  
1516 Shady Grove Circle  
Rockwall, TX 75032  
bodcau2010@charter.net

William D. Porteous  
133 E. 94th Street  
New York, NY 10128  
will@rre.com

Alexandra Keith Porteous  
1138 Washington Avenue  
New Orleans, LA 70130  
kpmeade1138@gmail.com

Jane K. Stubbs  
56 West 11th Street  
Apt. 4FW  
New York, NY 10011  
janestubbs@mac.com

St. Joseph Church  
c/o Rev. Tom Stehlik, C.M.  
1802 Tulane Avenue  
New Orleans, LA 70112-2246  
frtjscm@aol.com

Stephanie Kugle MacVeigh  
2633 Hidden Knoll Trail  
Frisco, TX 75034  
smacveigh@att.net

Michelle Kugle Gross  
3014 Oak Drive  
Rockwall, TX 75032  
gfamilyfun@charter.net

IF TO THE EDWARD WISNER TRUST MANAGEMENT BOARD:

The Edward Wisner Trust Management Board  
Attn: Administrator/Land Manager  
935 Gravier Street, Suite 825  
New Orleans, LA 70112

Such notice or communication shall be deemed given as of the date of receipt shown on the return receipt thereof if sent by certified mail, or the date of delivery as shown by the overnight delivery service receipt confirmation. Each party may change its notice address by giving no less than ten (10) days' prior written notice to the Administrator/Land Manager of the Board.

23. By and through this Agreement each and all of the parties hereto expressly ratify, confirm, and accept any and all continuing obligations of any of the Parties under the terms and provisions of each of the Trust Documents, except to the extent expressly extended, modified, and/or amended herein.
24. The Parties hereto waive the production of all certificates required by law, including conveyance, mortgage and tax certificates, fully exonerating the Notaries undersigned from all responsibility in the premises.
25. This Agreement shall be construed in accordance with the laws of the State of Louisiana. In the event any provision or portion of this Agreement is deemed contrary to any laws of the State of Louisiana, each of the Parties hereto agrees that such portion or provision hereof which is contrary to such laws, shall be reformed to the extent possible in order that such portion or provision hereof may be enforced to the maximum extent possible under said laws of the State of Louisiana and consistent with the intentions of the Parties expressed herein, and, in the event that such portion or provision hereof is not susceptible of being so reformed, then such portion or provision hereof deemed contrary to such laws shall be deemed stricken from this Agreement, and the remainder hereof shall be and remain in full force and effect.
26. No Party to this Agreement may assign or transfer the responsibilities or agreements made herein without the prior written consent of all of the non-assigning Parties; provided, however, notwithstanding anything herein to the contrary, any individual family beneficiary, without prior written consent of any other non-assigning Party, may sell, donate (*inter vivos* or *mortis causa*), exchange, or otherwise transfer or share, or permit or cause the intestate devolution of, all or a portion of his or her interest in the Trust to his or her spouse, ascendants, descendants, and/or to another individual, family beneficiary or family beneficiaries, and/or his or her ascendants or descendants, and/or a trust, partnership, limited liability company, corporation, or other entity created for the benefit of said individual family beneficiary, or other family beneficiary, or any of their spouses, ascendants and/or descendants. Similarly, prior written consent of any other non-assigning Party shall not be required for transfer of the entire interest of a corporation or institutional beneficiary to a wholly owned and controlled subsidiary.

27. This Agreement may only be amended or supplemented in writing agreed to and signed by all of the Parties to this Agreement, or by the Parties' qualified or permitted successors, as provided for in Section 26 above.
28. This Agreement constitutes the entire understanding between the Parties relating to this subject matter herein contained and supersedes all prior or simultaneous representations, discussions, negotiations, and memoranda, whether written or oral. Upon execution by all hereto, this Agreement will be effective *nunc pro tunc* as of August 3, 2014, and the Parties do hereby ratify and confirm all acts and contracts entered into by the Edward Wisner Donation Advisory Committee and/or Trustee of the Edward Wisner Donation on or prior to the effective date of this Ratification, Extension, and Amendment of the August 4, 1914 Edward Wisner Donation.
29. This Agreement may be executed in any number of counterparts and, when so executed, each counterpart shall have the same effect as if all parties had executed the same document, but this Agreement shall not be effective until executed by all the Parties hereto or their duly authorized representatives. The Administrator/Land Manager of the Board may compile the signature and acknowledgement pages of such counterparts into a single composite document.

THUS DONE AND EXECUTED, EFFECTIVE ON THE DATE FIRST SET OUT ABOVE.

\*\*\*\*\*

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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STATE OF LOUISIANA  
PARISH OF ORLEANS

THUS DONE AND PASSED in my office at New Orleans,  
Louisiana, the 3<sup>rd</sup> day of March, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

CITY OF NEW ORLEANS

[Signature]  
(Signature of Witness)

BY: [Signature]  
LaToya Cantrell, Mayor  
duly authorized representative

Gloria Smith  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Shelly D. Beck  
(Print Name of Witness)

[Signature]  
NOTARY PUBLIC

Clifton M. Davis III #24069  
(Print Name of Notary) (Bar Roll No.)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND PASSED in my office at Baton Rouge, LA,  
Louisiana, the 9th day of March, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

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

Ashley K Arceneaux  
(Signature of Witness)

Ashley K Arceneaux  
(Print Name of Witness)

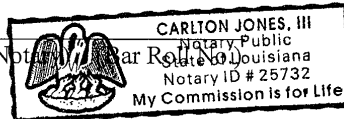
BY: Thomas C. Galligan, Jr.  
Thomas C. Galligan, Jr., Interim President  
duly authorized representative

Debbie Richards  
(Signature of Witness)

Debbie Richards  
(Print Name of Witness)

Carlton Jones, III  
NOTARY PUBLIC

(Print Name of Notary Public)



STATE OF LOUISIANA  
PARISH OF ORLEANS

THUS DONE AND PASSED in my office at New Orleans,  
Louisiana, the 9<sup>th</sup> day of March, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

THE ADMINISTRATORS OF THE TULANE  
EDUCATIONAL FUND

K. Pettigrew  
(Signature of Witness)

BY: [Signature]  
Patrick Norton, Senior Vice President  
and Chief Operating Officer  
duly authorized representative

K. Pettigrew  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Hollyn Guidroz  
(Print Name of Witness)

[Signature]  
NOTARY PUBLIC

(Print Name of Notary) (Bar Roll No.)

**DAVID B. EPSTEIN**  
NOTARY PUBLIC  
State of Louisiana, Bar Roll # 05361  
My Commission is for life.

STATE OF GEORGIA  
COUNTY OF DEKALB  
GWINNETT

THUS DONE AND PASSED in my office at Atlanta, Georgia,  
the 5<sup>th</sup> day of March, 2020, in the presence of the undersigned competent  
witnesses who hereunto sign their names with the said appearer and me, Notary, after due  
reading the whole.

WITNESSES:

A GEORGIA CORPORATION  
THE SALVATION ARMY, ~~INC.~~

[Signature]  
(Signature of Witness)

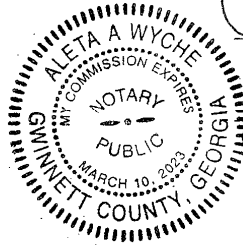
BY: [Signature]  
... [add title]  
duly authorized representative  
Willis Howell  
PRESIDENT

Sheria Moore  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Marcella Robinson  
(Print Name of Witness)

Aleta A. Wyche  
NOTARY PUBLIC  
Aleta A. Wyche W-00402520  
(Print Name of Notary) (Bar Roll No.)



STATE OF LOUISIANA  
PARISH OF ORLEANS  
~~ORLEANS~~  
ST TAMMANY

THUS DONE AND PASSED in my office at COVINGTON,  
Louisiana, the 17 day of FEBRUARY, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

*Sharon Barrois*  
(Signature of Witness)

SHARON BARROIS  
(Print Name of Witness)

*Pierre F. Olivier*  
(Signature of Witness)

Pierre F. Olivier  
(Print Name of Witness)

BY: *Mark E. Peneguy*  
Mark E. Peneguy, Individually,  
and as duly authorized agent for:  
Richard A. Peneguy, Jr.  
Elizabeth P. Green  
Christopher T. Peneguy  
Succession of David Charles Peneguy

*Adele S. Dauphin*  
NOTARY PUBLIC

ADELE S DAUPHIN 31440  
(Print Name of Notary) (Bar Roll No.)

**Adele S. Dauphin**  
**Notary # 87497 / Bar # 31440**  
**State of Louisiana**  
**My Commission Is For Life**



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND PASSED in my office at BATON ROUGE,  
Louisiana, the 18<sup>th</sup> day of FEBRUARY, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

EWP FAMILY PROPERTIES, LLC

Carolyn Tate  
(Signature of Witness)

BY: Edward W. Peneguy, Jr.  
Edward W. Peneguy, Jr.,  
as Managing Member

CAROLYN TATE  
(Print Name of Witness)

Melissa Hanks  
(Signature of Witness)

Melissa Hanks  
(Print Name of Witness)

Kathy L. Bezet  
NOTARY PUBLIC  
(Print Name of Notary) (Bar Roll No.)

Kathy L. Bezet  
Notary Public  
#41746  
State of Louisiana  
Commission is for Life.

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

THUS DONE AND PASSED in my office at Baton Rouge,  
Louisiana, the 19 day of February, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

CROCKER & LEIGH INVESTMENT TRUST

[Signature]  
(Signature of Witness)

BY: [Signature]  
James N. Peneguy, Trustee

Dayne Moreau  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Christopher Peneguy  
(Print Name of Witness)

[Signature]  
NOTARY PUBLIC

Debra M. Cowart 59296  
(Print Name of Notary) (Bar Roll No.)



STATE OF MISSISSIPPI  
COUNTY OF MADISON

THUS DONE AND PASSED in my office at Ridgeland,  
Mississippi, the 21<sup>st</sup> day of February, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

Carol L. Cook  
(Signature of Witness)

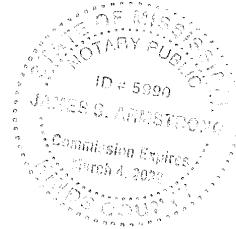
Carol L. Cook  
(Print Name of Witness)

Jennifer H. Cook  
(Signature of Witness)

Jennifer H. Cook  
(Print Name of Witness)

BY: Wendell H. Cook, Jr.  
Wendell H. Cook, Jr., Individually,  
and as duly authorized agent for:  
Christopher T. Cook  
Timothy M. Cook  
Andrew J. Cook  
Kathy M. Temple

James S. Armstrong  
NOTARY PUBLIC  
James S. Armstrong, MS 5990  
(Print Name of Notary) (Bar Roll No.)



STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

THUS DONE AND PASSED in my office at Tuscaloosa,  
Alabama, the 18 day of February, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

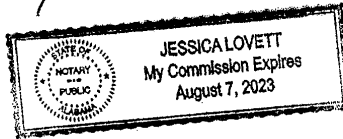
[Signature]  
(Signature of Witness)

Robert Stephenson  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Alexandria Rainey  
(Print Name of Witness)

BY: John P. Cook  
John P. Cook, Individually,  
and as Trustee of the Jane Peneguy Cook  
Family Trusts A and B



NOTARY PUBLIC

Jessica Lovett  
(Print Name of Notary) (Bar Roll No.)

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THUS DONE AND PASSED in my office at Jackson,  
Mississippi, the 21<sup>st</sup> day of Feb, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

X *Yasha Davis*  
(Signature of Witness)

Yasha Davis  
(Print Name of Witness)

BY: *P. Holmes Cook*  
P. Holmes Cook

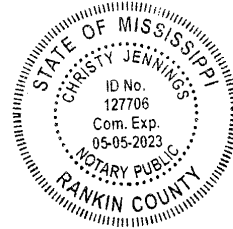
X *William Gooden*  
(Signature of Witness)

William Gooden  
(Print Name of Witness)

*[Signature]*

NOTARY PUBLIC

*Christy Seavies*  
(Print Name of Notary) (Bar Roll No.)



STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

THUS DONE AND PASSED in my office at Tuscaloosa,  
Alabama, the 21 day of February, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

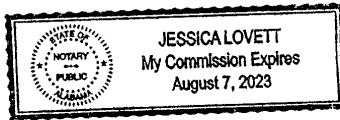
Karenina M. Cook  
(Signature of Witness)

Karenina M. Cook  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

Alexandria Rainey  
(Print Name of Witness)

BY: Harriet Elizabeth Cook  
Harriet Elizabeth Cook



NOTARY PUBLIC

Jessica Lovett  
(Print Name of Notary) (Bar Roll No.)

STATE OF LOUISIANA  
PARISH OF ORLEANS

THUS DONE AND PASSED in my office at New Orleans,  
Louisiana, the 3rd day of March, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

Dana Parker  
(Signature of Witness)

Dana Parker  
(Print Name of Witness)

Megan Boudreaux  
(Signature of Witness)

Megan Boudreaux  
(Print Name of Witness)

BY: Keene R. Kelley  
Keene R. Kelley, individually, and as

Agent for:  
Amelie Marchesseau  
Charlotte Marchesseau  
Betty Adamsen (formerly Betty Marchesseau)  
David M. Trelles  
Robert E. Dufour  
David A. duPlantier  
Diane D. McNabb  
William Bres Gregory, III  
Angela Gregory Hansen  
Anne Marie Hughes  
Glenn M. Gregory  
Janice P. Beeman  
John Gregory Percy  
Anne Porteous Vickery  
Mildred (Millie) B. Ball  
Laura Elizabeth McGee  
Sharon Tyler McGee  
Stanley S. Morris, III  
Elizabeth M. Williams  
Catherine Kernan Young  
Susan Boone Davidson  
Sally Boone Cromwell  
Timothy David Boone  
Theodore Brierre Boone  
Francis Palmer Kelley Ragsdale  
~~Associated~~ Catholic Charities Archdiocese of  
New Orleans

R. Ethan Zubic  
NOTARY PUBLIC

R. Ethan Zubic 34834  
(Print Name of Notary) (Bar Roll No.)

**R. Ethan Zubic, La. Bar No. 34834**  
**NOTARY PUBLIC**  
**Notary ID No. 133556**  
**State of Louisiana**  
**My commission is issued for Life.**

STATE OF TEXAS  
COUNTY OF ROCKWALL

THUS DONE AND PASSED in my office at Rockwall, Texas,  
the 19 day of February, 2020, in the presence of the undersigned competent  
witnesses who hereunto sign their names with the said appearer and me, Notary, after due  
reading the whole.

WITNESSES:

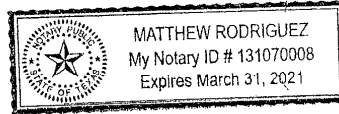
Michelle LK Gross  
(Signature of Witness)

Michelle LK Gross  
(Print Name of Witness)

Colton R. Gross  
(Signature of Witness)

Colton R. Gross  
(Print Name of Witness)

BY: Janis D. Kugle  
Janis D. Kugle



Matthew Rodriguez  
NOTARY PUBLIC  
Matthew Rodriguez # 131070008  
(Print Name of Notary) (Bar Roll No.)



STATE OF NEW YORK  
COUNTY OF NEW YORK

THUS DONE AND PASSED in my office at New York City, New York, the 19<sup>th</sup> day of February, 2020, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearer and me, Notary, after due reading the whole.

WITNESSES:

Mckenna Paulson  
(Signature of Witness)

MCKENNA PAULSON  
(Print Name of Witness)

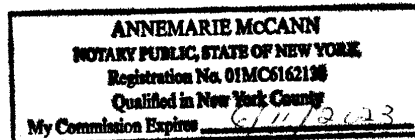
Isis E. Hangel  
(Signature of Witness)

Isis E Hangel  
(Print Name of Witness)

BY: William D. Porteous  
William D. Porteous

Annemarie McCann  
NOTARY PUBLIC

Annemarie McCann  
(Print Name of Notary) (Bar Roll No.)



STATE OF LOUISIANA  
PARISH OF ORLEANS

THUS DONE AND PASSED in my office at New Orleans,  
Louisiana, the 26 day of February, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

Celine Baldries  
(Signature of Witness)

BY: Alexandra Keith Porteous  
Alexandra Keith Porteous

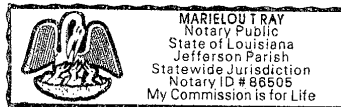
CAENA BOLDRIES  
(Print Name of Witness)

Christine Hussey  
(Signature of Witness)

CHRISTINE HUSSEY  
(Print Name of Witness)

Marielou T. Ray  
NOTARY PUBLIC

MARIELOU T. RAY 86505  
(Print Name of Notary) (Bar Roll No.)



STATE OF NEW YORK  
COUNTY OF NEW YORK

THUS DONE AND PASSED in my office at 80 University Place, New York, the 11<sup>th</sup> day of March, 2020, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearer and me, Notary, after due reading the whole.

WITNESSES:

[Signature]  
(Signature of Witness)

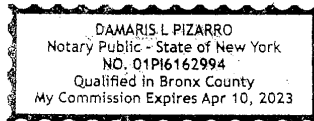
JOHN A. GIBSON  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

MICHAEL CUNNEY  
(Print Name of Witness)

BY: [Signature]  
Jane K. Stubbs

[Signature]  
NOTARY PUBLIC  
Damaris Pizarro  
(Print Name of Notary) (Bar Roll No.)



STATE OF LOUISIANA  
PARISH OF ORLEANS

THUS DONE AND PASSED in my office at NEW ORLEANS,  
Louisiana, the 9TH day of MARCH, 2020, in the presence of the undersigned  
competent witnesses who hereunto sign their names with the said appearer and me, Notary, after  
due reading the whole.

WITNESSES:

*Louise J. Sonnier*  
(Signature of Witness)

Louise J. SONNIER  
(Print Name of Witness)

*Rose Mary McDonald*  
(Signature of Witness)

ROSE MARY McDONALD  
(Print Name of Witness)

ST. JOSEPH CHURCH

BY: *Rev. Tom Stehlik*  
Rev. Tom Stehlik, C.M.

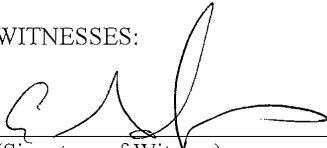
*Stephen C. D'Antoni*  
NOTARY PUBLIC

STEPHEN C. D'ANTONI # 19538  
(Print Name of Notary) (Bar Roll No.)

STATE OF TEXAS  
COUNTY OF DENTON

THUS DONE AND PASSED in my office at Frisco, Texas,  
the 24 day of 2020, 2020, in the presence of the undersigned competent  
witnesses who hereunto sign their names with the said appearer and me, Notary, after due  
reading the whole.

WITNESSES:

  
\_\_\_\_\_  
(Signature of Witness)

ERIC BESHIRE  
\_\_\_\_\_  
(Print Name of Witness)

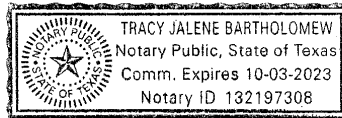
  
\_\_\_\_\_  
(Signature of Witness)

Theresa Blue  
\_\_\_\_\_  
(Print Name of Witness)

BY:   
\_\_\_\_\_  
Stephanie Kugle MacVeigh

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

Tracy Bartholomew 132197308  
\_\_\_\_\_  
(Print Name of Notary) (Bar Roll No.)



STATE OF TEXAS  
COUNTY OF ROCK WALL

THUS DONE AND PASSED in my office at Rockwall, Texas,  
the 19 day of February, 2020, in the presence of the undersigned competent  
witnesses who hereunto sign their names with the said appearer and me, Notary, after due  
reading the whole.

WITNESSES:

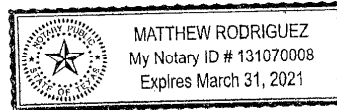
*Janis D. Kugle*  
(Signature of Witness)

JANIS D. KUGLE  
(Print Name of Witness)

*Colton R. Gross*  
(Signature of Witness)

Colton R. Gross  
(Print Name of Witness)

*Michelle Kugle Gross*  
BY: *Michelle Kugle Gross*  
Michelle Kugle Gross



*Matthew Rodriguez*  
NOTARY PUBLIC

Matthew Rodriguez #131070008  
(Print Name of Notary) (Bar Roll No.)

EXHIBIT A

to

Ratification, Extension, Modification and Amendment of the  
August 4, 1914 Edward Wisner Donation  
(Effective for all purposes August 3, 2014)

<u>NAME</u>	<u>ADDRESS</u>	<u>INTEREST</u>
City of New Orleans	1300 Perdido St., 2 <sup>nd</sup> Floor New Orleans, LA 70112	34.8%
Board of Supervisors of Louisiana State University and Agricultural and Mechanical College	3810 West Lakeshore Drive Baton Rouge, LA 70803	12%
The Administrators of the Tulane Educational Fund	6823 St. Charles Avenue 327 Gibson Hall New Orleans, LA 70118	12%
The Salvation Army	4526 South Claiborne Avenue New Orleans, LA 70125	1.2%
<u>WISNER FAMILY</u>		
Edward W. Peneguy, Jr.	1831 E. Woodchase Baton Rouge, LA 70808	1.35185%
Michael J. Peneguy	1541 Maplewood Dr. Slidell, LA 70458	1.35185%
William A. Peneguy	P.O. Box 381 Gulfport, MS 39502	1.35185%
Robert O. Peneguy	7200 Pine Barron Ct. Mobile, AL 36695	1.35185%
Ann P. Blount	107 Palm Ave. Pass Christian, MS 39571	1.35185%
Jane H. Casey	P.O. Box 242 Bonner Springs, KS 66012	1.35185%
James N. Peneguy, as Trustee of The Crocker & Leigh Investment Trust	17418 Lantana Ct. Baton Rouge, LA 70817	1.35185%
Wendell H, Cook Jr.	22 Blackberry Lane Madison, MS 39110	1.41233%
John Patrick Cook, individually	200 Marina Drive Tuscaloosa, AL 35406	1.41233%
John Patrick Cook, as Trustee of Jane Peneguy Cook Trust A	200 Marina Drive Tuscaloosa, AL 35406	1.08685%
John Patrick Cook, as Trustee of Jane Peneguy Cook Trust B	200 Marina Drive Tuscaloosa, AL 35406	1.08685%

Harriet E. Cook	14451 Paul Howell Road Northport, AL 35475	0.54343%
Patrick H. Cook	315 Price St. Oxford, MS 38655	0.54343%
Andrew J. Cook	149 Jorn Circle Canton, MS 39046	0.36228%
Christopher T. Cook	104 Belle Terre Dr. Madison, MS 39110	0.36228%
Timothy M. Cook	154 Sharpe Rd. Madison, MS 39110	0.36228%
Kathy M. Temple (usufruct interest)	5320 10 <sup>th</sup> Ave. Meridian, MS 39305	1.30015%
Richard A. Peneguy, Jr.	3836 Tennyson Street Houston, TX 77005	1.77963%
Elizabeth P. Green	311 Magnolia Dr. Metairie, LA 70005	1.77963%
Christopher T. Peneguy	101 Covington Cove S.E. Winter Haven, FL 33880	1.77963%
Mark E. Peneguy, individually	P.O. Box 13686 New Orleans, LA 70185	1.77963%
Sarah S. Peneguy, Independent Executrix of the D.C. Peneguy Estate	21392 Lake Pontchartrain Dr. Ponchatoula, LA 70454	1.77963%
<u>PORTEOUS FAMILY</u>		
William D. Porteous	133 East 94 <sup>th</sup> Street New York, New York 10128	0.80000%
Alexandra K. Porteous	1138 Washington Ave. New Orleans, LA 70130	0.80000%
Anne Porteous Vickery	5526 Chestnut St. New Orleans, LA 70115	1.60000%
Mildred (Millie) B. Ball	3008 Calhoun Street New Orleans, LA 70118	0.17777%
Laura Elizabeth McGee	3512 Old Post Road Raleigh, NC 27612	0.08888%
Sharon Tyler McGee	3512 Old Post Road Raleigh, NC 27612	0.08888%
<u>MILNER FAMILY</u>		
Amelie Marchesseau	2163 Lima Loop PMB 71-467 Laredo, TX 78045	0.08335%



Charlotte Marchesseau	5206 Pine Forest Rd. Houston, TX 77056	0.08335%
Betty Adamsen	3036 Whitetail Trail Nolanville, TX 76559	0.08335%
David M. Trelles	1725 Woodland St., NW Cullman, AL 35055	0.08335%
Michelle Kugle Gross	3014 Oak Dr. Rockwall, TX 75032	0.16668%
Stephanie Kugle MacVeigh	2633 Hidden Knoll Trail Frisco, TX 75034	0.16668%
Robert E. Dufour	410 Labarre Dr. Metairie, LA 70001	0.16668%
Janis D. Kugle	1516 Shady Grove Circle Rockwall, TX 75032	0.16668%
The Very Reverend David Allard duPlantier	2037 S. Carrollton Ave. New Orleans, LA 70118	0.66668%
Diane D. McNabb	500 Elmington Ave., Apt 501 Nashville, TN 37205	0.66668%
William Bres Gregory, III	605 Caddo Gap Road Bonnerdale, AR 71933	0.16667%
Angela Gregory-Hansen	22506 SE 265 <sup>th</sup> Place Maple Valley, WA 98038	0.16667%
Anne Marie Hughes	2703 Little Elm Trail Cedar Park, TX 78613	0.16667%
Glenn M. Gregory	2209 Quicksilver Blvd. Austin, TX 78744	0.16667%
Janice P. Beeman	4446 Taos Road Dallas, TX 75209	0.33334%
John Gregory Percy	4407 Alta Vista Lane Dallas, TX 75229	0.33334%
St. Joseph Church	c/o Rev. Tom Stehlik, C.M. 1802 Tulane Ave. New Orleans, LA 70112	0.50000%
Catholic Charities Archdiocese of New Orleans Sr. Marjorie Hebert, M.S.C. President & CEO	1000 Howard Ave., Suite 200 New Orleans, LA 70113	1.00000%
<u>WALL FAMILY</u>		
Stanley S. Morris, III	P.O. Box 3117 Laguna Hills, CA 92654	0.74071%

Elizabeth M. Williams	c/o Dr. Elizabeth E. Williams 6316 Ridgeway Road Richmond, VA 23226	0.74071%
Catherine Kernan Young	920 Webster St. New Orleans, LA 70118	0.74071%
Susan Boone Davidson	117 Sycamore Dr. Metairie, LA 70005	0.18518%
Sally Boone Cromwell	37 Riverdale Dr. Covington, LA 70433	0.18518%
Timothy David Boone	1403 East 9 <sup>th</sup> St. Okmulgee, OK 74447	0.18518%
Theodore "Teddy" Brierre Boone	420 E. 1 <sup>st</sup> Avenue Covington, LA 70433	0.18518%
Palmer Ragsdale	202 N. Clark St. Rockwall, TX 75087	0.49383%
Jane K. Stubbs	56 West 11 <sup>th</sup> St. Apt. 4FW New York, NY 10011	0.49383%
Keene R. Kelley	P.O. Box 15348 New Orleans, LA 70175	0.49383%