

LOUISIANA STADIUM AND EXPOSITION DISTRICT
MANAGEMENT FEE COMPUTATION SCHEDULES

STATE OF LOUISIANA



FINANCIAL AUDIT SERVICES
ISSUED MARCH 23, 2022

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LOUISIANA LEGISLATIVE AUDITOR
MICHAEL J. "MIKE" WAGUESPACK, CPA

March 18, 2022

Independent Auditor's Report

**BOARD OF COMMISSIONERS OF THE
LOUISIANA STADIUM AND EXPOSITION DISTRICT
STATE OF LOUISIANA**
New Orleans, Louisiana

We have audited the accompanying schedules of management fee computations under the provisions of Article 4.1 of the Management Agreement between the state of Louisiana and ASM Global (formerly SMG, Inc.), dated June 13, 1977, as amended, for the years ended June 30, 2021, and June 30, 2020, and the related note.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the schedules in accordance with Article V, Section 5.1 of the Management Agreement between the state of Louisiana and ASM Global, dated June 13, 1977, as amended, which governs the contents of the schedules referred to in the first paragraph. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedules that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the schedules based on our audits. We conducted our audits of the schedules in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedules. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of

significant accounting estimates made by management, as well as evaluating the overall presentation of the schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the schedules referred to above present fairly, in all material respects, the management fee computation of the Louisiana Stadium and Exposition District for the years ended June 30, 2021, and June 30, 2020, as defined in the Management Agreement referred to in the first paragraph.

Other Matter

We have audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of the Louisiana Stadium and Exposition District as of and for the year ended June 30, 2021, and our report thereon, dated March 18, 2022, expressed an unmodified opinion on those financial statements.

Restriction on Use

This report is intended solely for the information and use of the Board of Commissioners and management of ASM Global and is not intended to be and should not be used by anyone other than these specified parties. Under Louisiana Revised Statute 24:513, this report is distributed by the Legislative Auditor as a public document.

Respectfully submitted,



Michael J. "Mike" Waguespack, CPA
Legislative Auditor

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**LOUISIANA STADIUM AND EXPOSITION DISTRICT
STATE OF LOUISIANA**

**Schedules of Management Fee Computation
For the Years Ended June 30, 2021 and June 30, 2020**

	<u>2021</u>	<u>2020</u>
BASE FEE:		
Base Fee per Section 5.1.b of the Amended Agreement	\$671,176	\$660,294
Adjustment for increase in consumer price index per Section 5.1.d	4,334	10,882
	<u>\$675,510</u>	<u>\$671,176</u>
ADJUSTED BASE MANAGEMENT FEE		
INCENTIVE FEE:		
Adjusted Net Income, as defined by the Management Agreement	6,810,812	33,919,282
Adjustments required by the Management Agreement:		
Revenue adjustment for Saints event revenue	(845,156)	(11,996,639)
Revenue adjustments for Saints suite revenue	(2,252,905)	(6,841,178)
Revenue adjustment for Pelicans event revenue	(1,839,362)	(4,605,657)
Net Income as adjusted per Management Agreement	<u>1,873,389</u>	<u>10,475,808</u>
INCENTIVE FEE - 10% of first \$10,000,000 as adjusted by CPI, and 5% of any additional Adjusted Net Income per Seventh Amendment, Section 5.1.b.3 as amended by Section 5.1.d	<u>187,339</u>	<u>1,042,198</u>
TOTAL MANAGEMENT FEE COMPUTATION, BEFORE CAP	<u><u>\$862,849</u></u>	<u><u>\$1,713,374</u></u>
MANAGEMENT FEE CAP CALCULATION:		
Management Fee Cap per Section 5.1.c of the Amended Agreement	\$1,356,615	\$1,334,670
Adjustment for increase in consumer price index per Section 5.1.d	8,760	21,945
ADJUSTED MANAGEMENT FEE CAP	<u>1,365,375</u>	<u>1,356,615</u>
Lesser of Computed Management Fee or Management Fee Cap	<u><u>\$862,849</u></u>	<u><u>\$1,356,615</u></u>
MANAGEMENT FEE - ASM	<u><u>\$862,849</u></u>	<u><u>\$1,356,615</u></u>

The accompanying note is an integral part of this schedule.

NOTE TO THE SCHEDULES OF MANAGEMENT FEE COMPUTATION

Amended Management Agreement

Effective July 1, 1977, the state of Louisiana entered into a management agreement with HMC Management Corporation (which later changed its name to Facility Management of Louisiana, Inc.) (the Management Agreement) to manage the Louisiana Superdome. Effective June 19, 1998, the Management Agreement was amended to authorize the substitution of SMG Corporation for Facility Management of Louisiana, Inc., as manager under the agreement and to include the Smoothie King Center among the properties to be managed under the Management Agreement. Effective July 1, 2003, the Management Agreement was amended and the term of the Agreement was extended until June 30, 2012. By the terms of this amendment, the state was required to notify SMG by June 30, 2011, if it elected not to extend the Management Agreement for an additional five years. SMG was not notified by the state, and the Management Agreement was further extended for an additional five-year period ending June 30, 2017. On March 12, 2015, the seventh amendment to the Management Agreement extended the term of the agreement for an additional five years, ending June 30, 2022. Effective October 1, 2019, SMG merged with AEG Facilities into ASM Global.

Effective July 1, 2017, the seventh amendment to the Management Agreement revised Section 5.1 to reduce the Management Fee, update the benchmark for Consumer Price Index adjustments, and eliminate required amortized repayments of manager capital contributions. Pursuant to the seventh amendment, the formula for compensation to ASM for its services includes a combination of a base fee and incentive fee, subject to an aggregate cap per the terms of the Management Agreement. The annual “base fee” for the Superdome (Section 5.1.b.1) and Smoothie King Center (Section 5.1.b.2) was \$210,000 and \$90,000, respectively, less than the amount of the adjusted base fee for each as of June 30, 2017, increased in proportion to increases in the Consumer Price Index. The “incentive fee,” as provided by Section 5.1.b.3, was not amended and remained as 10% of the first \$10,000,000 and 5% of any additional adjusted net income as defined by the Management Agreement for the Superdome and Smoothie King Center, subject to limits established in the agreement. The combined fee may not exceed the amount that is \$300,000 less than the Aggregate Cap as of June 30, 2017, as adjusted for the Consumer Price Index (Section 5.1.c).

Effective July 1, 2018, the seventh amendment to the Management Agreement revised Section 5.1.d to modify the formula used to calculate compensation to ASM. The revised Section 5.1.d adjusts the base fee payable under Sections 5.1.b.1 and 5.1.b.2, adjusts the amount of the first tier of the incentive fee as provided under Section 5.1.b.3, and adjusts the amount of the Aggregate Cap under Section 5.1.c. The adjustments are to be done annually in proportion to increases in the Consumer Price Index published for June immediately preceding the start of the applicable fiscal year over that published for the previous June, provided that no such increase in such amounts from one fiscal year to the next shall exceed 2%. For the years ended June 30, 2021, and June 30, 2020, the total management fee was \$862,849 and \$1,356,615, respectively.