

LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY

RULES AND REGULATIONS
FOR PROFESSIONALS



Louisiana Community Development Authority
A Political Subdivision of the State of Louisiana

APRIL 11, 2005

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**LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY ACT**

**CHAPTER 10-D OF TITLE 33 OF THE
LOUISIANA REVISED STATUTES
(R.S. 33:4548.1 TO 4548.16)**

(CURRENT THROUGH 1977 LEGISLATIVE SESSION)

**LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND COMMUNITY
DEVELOPMENT AUTHORITY**

**CHAPTER 10-D.
La.R.S. 33:4548.1 to La. R.S. 33:4548.16**

4548.1. Short title

This Chapter shall be known and may be cited as the "Louisiana Local Government Environmental Facilities and Community Development Authority Act".

4548.2. Declaration of legislative intent

A. It is found and declared that there exists a great and growing need in the state for economic development and the upgrade, rehabilitation, repairing, and construction of infrastructure and environmental facilities in the state to maintain a healthful and safe environment for the people of Louisiana.

B. It is the purpose and intent of this Chapter to provide an instrumentality with the authority to provide economic development, infrastructure, and environmental facilities, to assist political subdivisions in constructing, extending, rehabilitating, repairing, and renewing infrastructure and environmental facilities, and to assist in the financing of such needs by political subdivisions of this state.

4548.3. Definitions

A. "Authority" means the Louisiana Local Government Environmental Facilities and Community Development Authority.

B. "Authorized project" means:

(1) Any improvements, structures, equipment, and any other immovable or movable property acquired, rehabilitated, constructed, or planned for the purposes of supplying, purchasing, selling, transporting, storing, distributing, treating, collecting, pumping, or disposing of any municipal utility services.

(2) Programs, projects, financings, and acquisitions for the furtherance of economic development or other public functions or purposes of any political subdivision, which shall include but not be limited to the following:

- (a) Public infrastructure and public works of all types.
- (b) Penitentiary, incarceration, and other correctional facilities.
- (c) Mass transit, community, and transportation services, equipment, and facilities.

(d) Community development and redevelopment facilities, including enterprise zone facilities.

(e) Economic development, industrial, and manufacturing facilities, including facilities of organizations operating under Section 501(c)(3) of the Internal Revenue Code.

(f) Airport and port facilities.

(g) Equipment and rolling stock.

(3) Financing programs or loans to political subdivisions.

C. "Bond" means the bonds, notes, renewal notes, refunding bonds, interim certificates, certificates of indebtedness, certificates of participation, debentures, warrants, commercial paper, capital leases, revenue bonds, or other obligations or evidences of indebtedness authorized to be issued by the authority.

D. "Federal government" means the United States of America and any agency or instrumentality, corporate or otherwise, of the United States of America.

E. "Financing assistance" means any purchase or other acquisition by the authority of bonds, notes, obligations, or other evidences of debt of political subdivisions and financing, refinancing, reimbursement, or other extension of credit or funding on the part of the authority in the form of loans, loan guarantees, bond interest subsidies, and to provide bond guarantees to municipalities, other local political subdivisions, and intermunicipal or interstate agencies.

F. "Obligation" means any bond, revenue bond, note, lease, contract, sale, loan, cooperative endeavor agreement, evidence of indebtedness, debt, or other obligation of the authority, the state, or local governments which are authorized to be issued under this Chapter or under the Constitution of Louisiana or other laws of this state, including refunding bonds.

G. "Political subdivision" means a municipality, town, village, district, parish, special service district, school board, school district, or other public body, the state or any agency thereof created under state law.

H. "Project costs" means all costs of acquisition, by purchase, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any authorized projects including but not limited to:

(1) All costs of movable and immovable property, fixtures, or personal property used or in connection with or necessary for any project or for any facilities related thereto, including but not limited to the cost of all land, servitudes, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the costs of securing any such franchises, permits, approvals, licenses, or certificates; the cost of preparation of any application therefor; and the costs of all fixtures, machinery, equipment, furniture, and other property used in or in connection with or necessary for any project.

(2) Any financing charges, administrative fees, bond insurance or other credit enhancement, and loan or loan guarantee fees and all interest on revenue bonds, notes, or other obligations which accrue or

are paid prior to or during the period of construction of a project and during such additional period as the authority may reasonably determine to be necessary to place such project in operation.

(3) All costs of engineering, surveying, planning, environmental assessments, financial analyses, and architectural, legal, and accounting services and all expenses incurred by engineers, surveyors, planners, environmental scientists, fiscal analysts, architects, attorneys, accountants, and other consultants in connection with any project.

(4) All expenses for inspection of any project.

(5) All fees of fiscal agents, paying agents, and trustees for bond owners under any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, and trustees; and all other costs and expenses incurred relative to the issuance of any bonds, revenue bonds, notes, or other obligations for any project.

(6) All fees of any type charged by the authority in connection with any project.

(7) All expenses of or incidental to determining the feasibility or practicability of any project.

(8) All costs of plans and specifications for any project.

(9) All costs of title insurance and examinations of title with respect to any project.

(10) Repayment of any loans for the advance of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans.

(11) Administrative expenses of the authority and other expenses as may be necessary or incidental to any project or the financing thereof of the placing of any project in operation.

I. "State" means the state of Louisiana.

J. "Major equipment" means any movable property the purchase price of which exceeds the sum of fifty thousand dollars.

4548.4. Creation of the authority

A. There is hereby created a political subdivision of the state known as the "Louisiana Local Government Environmental Facilities and Community Development Authority" composed of one or more participating political subdivisions.

B. The authority hereby created shall be governed by a board of directors, the membership of which shall be appointed as follows:

(1) The governing authority of each political subdivision that desires to become a member of the authority shall adopt a resolution indicating its intention to do so. Each such political subdivision shall thereupon become a participating political subdivision.

(2) The mayor of each municipality which is a participating political subdivision shall appoint one director to the board of directors of the authority, subject to approval by the governing authority of the municipality, and the chief executive officer of each other participating political subdivisions shall appoint one director to the board of directors of the authority, subject to approval by the governing authority of such political subdivisions.

C. Each director shall be appointed for a term of four years from the date his appointment is approved by the governing authority of a participating political subdivision. There shall never be less than three members or directors serving on the board of directors.

D. Members of the board of directors of the authority may be removed for just cause, as defined by the board of directors.

E. A majority of the members shall constitute a quorum for the transaction of official business. All official actions of the authority shall require an affirmative vote of the members present and voting at any meeting.

F. There shall be elected a chairman, vice chairman, secretary-treasurer, and an executive committee of the board of directors to be composed of not less than three nor more than seven directors, including the chairman of the authority who shall be an ex officio member thereof. The board of directors may delegate certain duties and authority to the executive committee as shall be set forth in the bylaws of the authority. The terms of officers and members of the executive committee shall be established by bylaws.

4548.5. Powers of the authority

A. The authority shall have all the powers necessary to give effect to and carry out the purpose and provisions of this Chapter, including, in addition to all other powers granted by other provisions of this Chapter, the powers:

(1) To sue and be sued.

(2) To adopt an official seal and alter the same at its pleasure.

(3) To adopt bylaws and rules for the regulation of its affairs and the conduct of its business.

(4) To maintain an office at such place as it may designate.

(5) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions under this Chapter with any federal or state governmental agency, local political subdivision, public or private corporation, lending institution, or other entity or person, including but not limited to loan contracts for the acquisition, sale or lease, or sale-back or lease-back of property, issuances of bonds, payment of premiums, fees, or charges, and the purchase or guarantee of bonds, notes, loans, or other debt obligations of political subdivisions of the state, issuance and security of bonds for nonprofit organizations for economic development, and to avail itself of the provisions of Parts VII and XII of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950.

(6) To accept, administer, and expend donations of movable or immovable property from any source, and receive, administer, and expend appropriations from the legislature and financial assistance, guarantees, insurance, or subsidies from the federal or state government.

(7) To procure or provide for the procurement of insurance or reinsurance against any loss in connection with its property or operations, including but not limited to insurance, reinsurance or other guarantees from any federal or state governmental agency or private insurance company for the payment of any bonds issued by the authority, or bonds, notes, or any other obligations or

evidences of indebtedness issued by the state or any political subdivision or by any lending institution or other entity or person, or insurance or reinsurance against loss with respect to loans to political subdivisions, including the power to pay premiums on such insurance or reinsurance.

(8) To insure, coinsure, reinsure, or cause to be insured, coinsured, or reinsured loans to and bonds or obligations issued by any participating political subdivision for authorized projects and pay or receive premiums on such insurance, coinsurance, or reinsurance and establish reserves for losses and participate in the insurance, coinsurance, or reinsurance to political subdivisions of loans with the federal or state government or any private insurance company.

(9) To borrow money and issue negotiable bonds, or other obligations on behalf of or for the benefit of or for any participating political subdivision, in the principal amounts and for the purposes authorized by law, and to provide for the rights of the owners of such bonds, notes, or other obligations, and to provide other financing assistance to participating political subdivisions.

(10) To invest any funds held in reserve or sinking funds, or any monies not required for immediate use or disbursements at the discretion of the authority in any investments or securities in which monies of the state are authorized to be invested.

(11) In connection with the issuance of bonds or obligations of the authority, to make and collect such rents, fees, and charges, including but not limited to, reimbursement of all costs of financing by the authority as the authority shall determine to be reasonable and required.

(12) To accept any gifts or grants or loans of funds or financial or other aid in any form from the federal government or any agency or instrumentality thereof or from the state or from any other source and to comply, subject to the provisions of this Chapter, with the terms and conditions thereof.

(13) To appoint an executive director to administer the affairs of the authority. The executive director shall be appointed and serve at the pleasure of the board of directors.

(14) To purchase movable and immovable property, supplies, and devices in bulk on behalf of the participating political subdivisions.

(15) To exercise the power of expropriation in accordance with the provisions of R.S. 19:1 et seq.

(16) To avail itself of the provisions of R.S. 33:1321 et seq. and R.S. 33:9020 et seq.

(17) To contract with professionals and to pay such professionals for services rendered.

(18) To assist in the financing of any project to be constructed by a participating political subdivision and the purchase of any major equipment by a participating political subdivision, provided that any such project or purchase shall be in accordance with the state public bid law.

(19) To exercise any and all powers possessed by any political subdivision necessary or convenient to effect the purposes of this Chapter.

B. The authority may enter into local service agreements with the participating political subdivisions through which such political subdivisions may agree to share in the costs of operating the authority and to pay such charges and fees as may be imposed by the authority.

4548.6. Bonds of the authority

A. Notwithstanding the provisions of R.S. 39:1403 or any other law to the contrary, the authority is hereby authorized and empowered to issue and sell from time to time bonds, notes, renewal notes,

refunding bonds, interim certificates, certificates of indebtedness, certificates of participation, debentures, warrants, commercial paper, or other obligations or evidences of indebtedness on behalf of or for the benefit of any participating political subdivision or organization as provided in R.S. 33:4548.3(B)(2)(e), to provide funds for and to fulfill and achieve its authorized public functions or corporate purposes, as set forth in the Chapter, including but not limited to the payment of all or a portion of the project costs of authorized projects, to provide amounts necessary for any corporate purposes, including incidental expenses in connection with the issuance of the obligations, the payment of principal and interest on the obligations of the authority, the establishment of reserves to secure such obligations, and all other purposes and expenditures of the authority incident to and necessary or convenient to carry out its public functions or corporate purposes, and any credit enhancement for said obligations.

B. Except as may otherwise be provided by the authority, all obligations issued by the authority shall be negotiable instruments and payable out of any money, assets, or revenues of the authority or from any other sources whatsoever, that may be available to the authority but shall not be secured by the full faith and credit of the state.

C. Obligations shall be authorized, issued, and sold by a resolution or resolutions of the authority adopted as provided in this Chapter. Such bonds or obligations may be of such series, bear such date or dates, mature at such time or times, bear interest at such rate or rates, including variable, adjustable, or zero interest rates, be payable at such time or times, be in such denominations, be sold at such price or prices, at public or private negotiated sale, after advertisement as is provided for in R.S. 39:1421 et seq., be in such form, carry such registration and exchangeability privileges, be payable at such place or places, be subject to such terms of redemption, and be entitled to such priorities on the income, revenue, and receipts of, or available to, the authority as may be provided by the authority in the resolution or resolutions providing for the issuance and sale of the bonds or obligations of the authority.

D. The obligations of the authority shall be signed by such members or officers of the authority by either manual or facsimile signatures, as shall be determined by resolution or resolutions of the authority, and shall have impressed or imprinted thereon the seal of the authority, or a facsimile thereof.

E. Any obligations of the authority may be validly issued, sold, and delivered, notwithstanding that one or more of the members or officers of the authority signing such obligations, or whose facsimile signature or signatures may be on the obligations, shall have ceased to be such member or officer of the authority at the time such obligations shall actually have been delivered.

F. Obligations of the authority may be sold in such manner and from time to time as may be determined by the authority to be most beneficial, subject to approval of the State Bond Commission, and the authority may pay all expenses, premiums, fees, or commission, which it may deem necessary or advantageous in connection with the issuance and sale thereof, subject to the provisions of this Chapter.

G. The authority may authorize the establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the authority may approve with respect to the financing and operation of any project and as may be authorized by any bond resolution, trust agreement, indenture of trust or similar instrument or agreement pursuant to the provisions of which the issuance of bonds or other obligations of the authority may be authorized.

H. Any cost, obligation, or expense incurred for any of the purposes specified in this Chapter shall be a part of the project costs and may be paid or reimbursed as such out of the proceeds of bonds or other obligations issued by the authority.

I. For a period of thirty days from the date of publication of the resolution authorizing the issuance of bonds hereunder, any persons in interest shall have the right to contest the legality of the resolution and the legality of the bond issue for any cause after which time no one shall have any cause or right of action to contest the legality of said resolution or of the bonds authorized thereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the bond issue within the thirty days herein prescribed, the authority to issue the bonds and to provide for the payment thereof, and the legality thereof and all of the provisions of the resolution authorizing the issuance of the bonds shall be conclusively presumed, and no court shall have authority to inquire into such matters.

J. Notwithstanding any provision in this Chapter to the contrary, the authority, in connection with the public or private offering of any bonds, may cause the issuance of any bonds to be by, through, or in cooperation with a public trust having the state as its beneficiary, if legally possible. The authority is further empowered to enter into contracts, cooperative endeavor agreements, and other agreements with a public trust having the state as its beneficiary to the extent necessary or convenient for the issuance of bonds or the security therefor or as otherwise necessary or convenient for the implementation of the provisions of this Chapter.

K. Neither the directors of the board nor any person executing the bonds shall be personally liable for the bonds or be subject to any personal liability by reason of the issuance thereof. No earnings or assets of the authority shall accrue to the benefit of any private persons, and all of its assets shall be owned by its members. However, the limitation of liability provided for in this Subsection shall not apply to any gross negligence or criminal negligence on the part of any director or person executing the bonds.

L. Bonds issued under the provisions of this Chapter shall be limited obligations of the authority payable solely from the sources pledged for the payment thereof. The issuance of bonds under the provisions of this Chapter shall not directly, indirectly, or contingently obligate the state to levy any taxes or to make any appropriation for their payment. The state and its agencies may otherwise contract with the authority as provided in this Chapter. No bond or other obligation shall be issued under any provision of this Chapter unless first authorized by the State Bond Commission.

M.(1) A political subdivision may borrow funds from the authority if allowed by any other law to incur debt for the purpose of the loan. Such obligation to the authority may be evidenced by a loan or financing agreement. The authority and its participating political subdivisions proceeding under this Chapter shall not be subject to any restrictions on their power to issue debt not contained in this Chapter. Approval of the issuance of bonds of the authority by the State Bond Commission shall include approval of the incurring of debt by participating political subdivisions, including approval by the Board of Liquidation, City Debt regarding the issuance of obligations by the city of New Orleans.

(2) A political subdivision may create a restricted account or accounts for the segregation of any funds which are to be received prospectively by the political subdivision from the federal government, the state or any of its agencies, or from any other source in connection with the issuance of bonds by the authority. A political subdivision is authorized to pledge such restricted accounts which pledge shall be irrevocable during the term of such bond or obligation, shall be according to such terms, and shall have such priority on the revenues of such restricted account as shall be provided by resolution or ordinance of the political subdivision, any law to the contrary notwithstanding. The state, through the office of the state treasurer, is hereby directed to accept the irrevocable election of a political subdivision to deposit any funds held by the state and due to such political subdivision described above, and thereafter the state treasurer shall be required to make any payments of such funds directly to the restricted account pursuant to instructions from the political subdivision.

(3) Notwithstanding any law to the contrary, a political subdivision may, through an authority program, finance improvements, facilities, and equipment by entering sale, sale-back, lease, lease-back, and sublease agreements or other agreements or any combination of the foregoing under such terms and conditions as may be agreed to by such political subdivision and the authority.

4548.7. Statutory pledge

Any pledge made by the authority shall be valid and binding from time to time when the pledge is made without the need for physical delivery of any pledged property. The money, assets, or revenues of the authority so pledged and thereafter received by the authority shall be immediately subject to the lien of such pledge and shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the authority, irrespective of whether such parties have notice thereof. Neither the resolution nor any other instrument by which a pledge is created need be recorded or filed in order to establish and perfect a lien or security interest in the property so pledged by the authority.

4548.8. Refunding bonds

Subject to the rights of the owners of the bonds of the authority, the authority is hereby authorized and empowered to issue from time to time its bonds for the purpose of refunding any bonds of the authority then outstanding, together with the payment of any redemption premiums thereon and interest accrued or to accrue to the date of redemption of such outstanding bonds. All such refunding bonds of the authority shall be issued, sold, or exchanged and delivered, shall be secured, and shall

be subject to the provisions of this Chapter in the same manner and to the same extent as any other bonds issued by the authority pursuant to this Chapter, unless otherwise determined by the resolution of the authority. Refunding bonds issued by the authority as herein provided may be sold or exchanged for outstanding bonds of the authority and, if sold, the proceeds thereof may be applied, in addition to any other authorized purposes, to the purchase, redemption, or repayment of such outstanding bonds.

4548.9. Approval of issuance of bonds by State Bond Commission

The approval of the State Bond Commission shall be obtained prior to the issuance of any bonds of the authority pursuant to the rules and regulations of the State Bond Commission. No notice to, or consent or approval by any other governmental body or public officer shall be required as a prerequisite to the issuance, sale, or delivery of any bonds of the authority, or the making of any loans to any participating political subdivision, or to the exercise of any other public function or corporate power of the authority, except as is expressly provided in this Chapter.

4548.10. Exemption from taxes

It is hereby determined that the creation of the authority and the carrying out of its public functions and corporate purposes is, in all respects, a public and governmental purpose for the benefit of the people of the state, and for the improvement of their health, safety, welfare, prosperity, and security, and that said functions and purposes are public purposes and that the authority will be performing an essential governmental function in the exercise of the powers conferred upon it by this Chapter. The money, assets, revenues, and operations of the authority shall be exempt from all taxation by the state or any political subdivisions. The authority shall not be required to pay any recording fee or transfer tax of any kind on account of instruments recorded by it or on its behalf. All obligations authorized to be issued by the authority pursuant to the provisions of this Chapter, together with interest thereof, income therefrom, and gain upon the sale thereof shall be exempt from all state and local taxes.

4548.11. Bonds not debts of state or governmental units

Bonds issued under the provisions of this Chapter shall be deemed to constitute a pledge of the faith and credit of the governmental unit issuing the bonds. All such bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the state nor the faith and credit of any governmental unit of the state are pledged to the payment of the principal of or the interest of such bonds. The issuance of bonds under the provisions of this Chapter shall not directly, indirectly, or contingently obligate the state or any governmental unit of the state to levy any taxes whatever therefor or to make any appropriation for their payment, other than obligations to make payments by the political subdivisions to the authority arising out of contracts authorized under this Chapter.

4548.12. Bonds as legal investment and security for public deposits

The state and all public officers, any parish, municipality, or other subdivision or instrumentality of the state, any political subdivision, any bank, banker, trust company, savings bank and institution, building and loan association, savings and loan association, investment company or any person carrying on a banking or investment business, any insurance company or business, insurance association, and any person carrying on an insurance business, and any executor, administrator, curator, trustee, and other fiduciary, and retirement system or pension fund may legally invest any sinking funds monies, or other funds belonging to them or within their control in any bonds or other obligations issued by the authority pursuant to the provisions of this Chapter, and such bonds or other obligations shall be authorized security for all public deposits. It is the purpose of this Section to authorize such persons, firms, corporations, associations, political subdivisions and officers, or other entities, public or private, to use any funds owned or controlled by them, including but not limited to sinking, insurance, investment, retirement, compensation, pension and trust funds, and funds held on deposit, for the purchase of any such bonds or other obligations of the authority, and that any such bonds shall be authorized security for all public deposits. However, nothing contained in this Section with regard to legal investments or security for public deposits shall be construed as relieving any such person, firm, corporation, or other entity from any duty of exercising reasonable care in selecting securities.

4548.13. Cooperation of state agencies

All state officers and agencies are authorized to render such services to the authority within their respective functions as may be requested by the authority. In addition, the authority is authorized to enter into such contracts, cooperative endeavor agreements, or other agreements with the Department of Environmental Quality with respect to the Municipal Facilities Revolving Loan Fund or any other state agency regarding other revolving loan funds as the parties may desire in order to implement the provisions of this Chapter and Chapter 4 of Subtitle II of Title 30 of the Louisiana Revised Statutes of 1950.

4548.14. Contracts for water clarification

The authority and any political subdivision may acquire authorized projects within the meaning of this Chapter through the execution of a contract for water clarification for the improvement and benefit of a publicly owned waterworks system. A water clarification contract as an authorized project hereunder may provide for the lease, the lease-purchase, or the operation and maintenance of water clarification facilities and equipment and the payment of the cost thereof. Such water clarification contract shall not exceed a term of ten years from the date of acquisition and placing into service of the water clarification facilities and equipment provided under the contract. The acquisition of water clarification facilities and equipment hereunder shall be in compliance with R.S. 38:2212. The authority and any political subdivision may issue bonds and incur debt for the payment of the cost of a project authorized by this Section and under applicable laws.

4548.15. Additional powers

In addition to the powers specified in R.S. 33:4548.5, the authority shall have the power to assist in the financing of any public works project to be constructed by a participating political subdivision and the purchase of any major equipment by a participating political subdivision, provided that any such project or purchase shall be in accordance with state public bid laws.

4548.16. Construction of Chapter

This Chapter, being necessary for the welfare of the state and its residents, shall be liberally construed to effect the purposes thereof.

Bond Validation Suit

COST OK Amt. State

FEB - 4 1998

BY [Signature]
DY. CLERK OF COURT

LOUISIANA LOCAL GOVERNMENT *
ENVIRONMENTAL FACILITIES AND *
COMMUNITY DEVELOPMENT *
AUTHORITY *
VERSUS *
ALL TAXPAYERS, PROPERTY *
OWNERS, CITIZENS OF THE STATE *
OF LOUISIANA AND NON- *
RESIDENTS OWNING PROPERTY *
OR SUBJECT TO TAXATION *
THEREIN, AND ALL OTHER *
PERSONS INTERESTED IN OR *
AFFECTED IN ANY WAY BY THE *
ISSUANCE OF BONDS OR OTHER *
EVIDENCES OF INDEBTEDNESS *
BY THE LOUISIANA LOCAL *
GOVERNMENT ENVIRONMENTAL *
FACILITIES AND COMMUNITY *
DEVELOPMENT AUTHORITY *

NUMBER 446,336; DIVISION J

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

JUDGMENT

This cause, filed under the provisions and authority of Part XVI of Chapter 32 of Title 13 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:5121 through 5130, inclusive) (the "Bond Validation Act"), came for hearing on February 4, 1997 on the Motion for Judgment filed on behalf of plaintiff, the LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (the "LCDA" or the "Plaintiff"), after due publications and delays as required by law, seeking a judgment establishing and declaring the validity and legality of (1) the LCDA's revenue bonds to be issued from time to time by the LCDA (the "Bonds"), (2) the means provided for the payment of the Bonds, (3) the pledges of revenues securing the Bonds, (4) all covenants and provisions of the Resolutions (hereinafter defined) which constitute a part of the contract between the LCDA and the holders of the Bonds from time to time and (5) all of the proceedings and matters upon which the validity and legality of the foregoing is based, including (A) the constitutionality, validity and legality of the Community Development Act; (B) the validity and legality of the Amended and Restated Bylaws (the "Bylaws") of the LCDA and the designation of the duties of

the Executive Committee therein; (C) the validity and legality of the provisions of each of the five resolutions (collectively, the "Resolutions") adopted by the Executive Committee of LCDA on December 18, 1997 relative to the LCDA's (i) Local Government Revolving Loan Program, (ii) State Capital Outlay Loan Program, (iii) Industrial Development Revenue Bond Program, (iv) Capital Projects and Equipment Acquisition Program and (v) Community Loan Purchase Program, respectively (collectively, the "Programs"), which Resolutions authorize the issuance of the Bonds in connection with the Programs from time to time in accordance with the provisions of the Resolutions, as supplemented by supplemental resolutions adopted by the LCDA from time to time; (D) the validity and legality of all proceedings authorizing the actions taken by the LCDA in connection with the (i) organization of the LCDA, (ii) election of the LCDA's officers and Executive Committee, (iii) adoption of the LCDA's Bylaws, (iv) authorization or issuance of the Bonds from time to time and (v) authorization of all transactions contemplated by the Resolutions; (E) the validity and legality of the State's participation in financing economic development and other projects on behalf of or for the benefit of participating political subdivisions of LCDA; and (F) the validity and legality of using state funds as the source of payment and/or security for the Bonds.

PRESENT WERE: Charles L. Patin, Jr., Fred L. Chevalier and Michael C. Herbert, representing the Louisiana Local Government Environmental Facilities and Community Development Authority.

This cause having been duly heard and submitted to the Court for adjudication and the Court, after hearing the pleadings, evidence and arguments of counsel, considering the law and the evidence to be in favor of plaintiff, the Louisiana Local Government Environmental Facilities and Community Development Authority, and against the defendants, for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of plaintiff, the Louisiana Local Government Environmental Facilities and Community Development Authority, and against all defendants, establishing and declaring (1) the LCDA's

Bonds to be valid and legal; (2) the means provided for the payment of the Bonds to be valid and legal; (3) the pledges of revenues securing the Bonds to be valid and legal, (4) all covenants and provisions of the Resolutions which constitute a part of the contract between the LCDA and the holders of the Bonds from time to time to be valid and legal and (5) that all of the proceedings and matters upon which the validity and legality of the foregoing is based, including (A) the Community Development Act; (B) the Bylaws of the LCDA and the designation of duties and powers of the Executive Committee therein; (C) the provisions of the Resolutions adopted by the Executive Committee of LCDA on December 18, 1997 relative to the LCDA's Programs and authorizing the issuance of the Bonds in connection with the Programs from time to time in accordance with the provisions of the Resolutions, as supplemented by supplemental resolutions adopted by the LCDA from time to time; (D) all proceedings authorizing the actions taken by the LCDA in connection with the (i) organization of the LCDA, (ii) election of the LCDA's officers and Executive Committee, (iii) adoption of the LCDA's Bylaws, (iv) authorization or issuance of the Bonds and (v) authorization of the other transactions contemplated by the Resolutions; (E) the State's participation in the financing of economic development and other projects on behalf of or for the benefit of participating political subdivisions of LCDA; and (F) the use of State funds as the source of payment and/or security for the Bonds, are constitutional, valid and legal.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court take cognizance that all legal requirements concerning publication and notice and receipt of the Motion for Judgment and Order by the Attorney General and the State Bond Commission in accordance with the Bond Validation Act have been complied with; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in accordance with and upon satisfaction of the provisions of the Bond Validation Act, this decree shall be forever binding and conclusive as to the validity and legality of (1) the LCDA's Bonds, (2) the means provided for the payment of the Bonds, (3) the pledges of revenues securing the Bonds, (4) all covenants and provisions of the Resolutions which constitute a part of the contract between the LCDA and the holders of the Bonds from time to time; (5) all of the proceedings and matters upon which the

validity and legality of the foregoing is based, including (A) the constitutionality, validity and legality of the Community Development Act; (B) the validity and legality of the Bylaws of the LCDA and the designation of the duties of the Executive Committee therein; (C) the validity and legality of the provisions of the Resolutions adopted by the Executive Committee of LCDA on December 18, 1997 relative to the LCDA's Programs and authorizing the issuance of the Bonds in connection with the Programs from time to time in accordance with the provisions of the Resolutions, as supplemented by supplemental resolutions adopted by the LCDA from time to time; (D) the validity and legality of all proceedings authorizing the actions taken by the LCDA in connection with the (i) organization of the LCDA, (ii) election of the LCDA's officers and Executive Committee, (iii) adoption of the LCDA's Bylaws, (iv) authorization or issuance of the Bonds from time to time and (v) authorization of all transactions contemplated by the Resolutions; (E) the validity and legality of the State's participation in financing economic development and other projects on behalf of or for the benefit of participating political subdivisions of LCDA; (F) the validity and legality of using state funds as the source of payment and/or security for the Bonds; and (6) all matters adjudicated and as to all objections presented or which might have been presented in such proceedings, and shall constitute a permanent injunction against the institution by any person of any action or proceeding contesting all matters adjudicated or which might have been called in question in such proceedings.

JUDGMENT READ, RENDERED AND SIGNED on this 4th day of February, 1998
at Baton Rouge, Louisiana.

Curtis A. Calloway
JUDGE, 19TH JUDICIAL DISTRICT COURT

CERTIFIED TRUE COPY
19th JUDICIAL DISTRICT COURT BATON ROUGE, LOUISIANA
98 FEB -4 AM 9:59
CLERK & REC'D

CERTIFIED TRUE COPY
FEB 04 1998
BY *JC Butler*
DEPUTY CLERK

AMENDED AND RESTATED
BYLAWS
OF
LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY

A POLITICAL SUBDIVISION OF THE
STATE OF LOUISIANA

DATED
OCTOBER 14, 2004

**BYLAWS OF THE
LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY**

ARTICLE I - NAME, PURPOSE AND ACT

This organization, now known as the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority"), was created by Act 813 of the 1991 Regular Session of the Louisiana Legislature, enacted as La. R.S. 33:4548.1, et seq. ("Act 813"), was amended by Act 1151 of the 1997 Regular Session of the Louisiana Legislature ("Act 1151"), each of which Acts were authorized to be enacted by the state legislature by virtue of Section 19 of Article VI of the Louisiana Constitution of 1974, as amended (Act 813, Act 1151 and Section 19 of Article VI herein referred to collectively as the "Act"). For ease of reference and convenience, the Authority may be referred to as the "Louisiana Community Development Authority".

The Authority was created for the purposes of assisting political subdivisions in constructing, extending, rehabilitating, repairing, and renewing infrastructure, economic development and environmental facilities, and assisting in the financing of such needs by political subdivisions.

The Authority is generally governed by the Act. Individual powers and governing principles set forth in the Act may not be repeated herein. Terms not otherwise defined herein have the meaning attributed to such terms in the Act.

ARTICLE II - BOARD OF DIRECTORS

SECTION 1. Composition of the Board of Directors

- A. Each participating Political Subdivision shall appoint one director to the Board of Directors of the Authority in the manner set forth in the Act. Each director shall be appointed for a term of two years. There shall never be less than three members or directors serving on the board of directors. The participating Political Subdivision may remove its appointed director at any time, with or without cause, upon giving 30 days written notice to the Authority. Upon the expiration of the term of a director or his or her earlier resignation or removal from office, the participating Political

Subdivision shall select a successor director in the manner set forth in the Act.

- B. The Authority shall be governed by the Board of Directors. The Board of Directors shall exercise all of the authority conferred upon the Authority in the Act except for that authority expressly delegated to the Executive Committee herein. The authority so delegated to the Executive Committee shall be solely exercised by it without any need or requirement for any act or action of, or subsequent ratification by, the Board of Directors, and the exercise of such authority by the Executive Committee shall be binding in all respects upon the Authority and the Board of Directors, and may in all respects be relied upon by third parties.

SECTION 2. Meetings of the Board of Directors

- A. The Board of Directors shall have an annual meeting on or before November 1 of each year. The Executive Committee shall, at the beginning of each calendar year, set the date, time, and location of the annual meeting, and notice thereof shall be furnished to each director not less than thirty (30) days prior to the date set for such meeting and shall include an agenda. Upon the approval of two-thirds of the directors present, the Authority may take matters not included on the agenda. Such notice shall specify the date, time and location of each meeting and shall specify the purpose thereof and any action proposed to be taken. Such notice shall be provided to the director by mail to the address of such director as recorded in the office of the Authority. Special meetings of the Board of Directors shall be held at the request of the Chairman of the Executive Committee, a majority of the Executive Committee, or upon the written request of twenty-five (25) percent in number of the members of the Board of Directors. Notice of and the agenda for any special meeting of the Board of Directors shall be sent to each director not less than seven (7) days prior to the date of such meeting. All meetings of the Board of Directors shall be conducted in accordance with the Open Meetings Law.
- B. In cases of extraordinary emergency, special meetings of the Board of Directors may be called by the Chairman, the Executive Committee or upon the request of five (5) percent in number of the members of the Board of Directors and held at any time and place upon the same notice to the members of the Board of Directors as is required to be given to the public pursuant to the Open Meetings Law.
- C. A majority of the directors shall constitute a quorum of the Board of Directors. If a quorum shall fail to be present at any duly called meeting, the presiding officer may adjourn the meeting from time to time until a quorum is present. After a quorum has been established, it shall not be broken by withdrawal of any director.

SECTION 3. Voting

Each director shall be entitled to one (1) vote at any meeting of the Board of Directors of the Authority. All actions by and decisions of the Board of Directors shall be by vote of the majority of the directors entitled to vote which are present at a duly called meeting at which a quorum is present. No proxy voting or secret ballots shall be utilized, and all votes shall be by viva voce and recorded in the official written proceedings of the Authority.

ARTICLE III - OFFICERS OF THE BOARD OF DIRECTORS

SECTION 1. Officers of the Board of Directors

- A. The elective officers of the Board of Directors shall be a Chairman, a Vice Chairman, and a Secretary/Treasurer. These officers shall be elected annually by and from the voting members of the Board of Directors at the annual meeting of the Board of Directors. Subsequent to the initial election of officers, each elective officer shall take office on the January 1 immediately following his election, and effective with the election of officers in 2001, each elective officer shall serve for a term of one (1) year, or until his successor has been elected and has taken office. Officers may not be re-elected for successive terms in any one office. The Board of Directors may remove any elected officer for just cause, as defined by the Board. In the event of such removal or the resignation of an officer, the Board of Directors shall elect a replacement to fill such Director's unexpired term.

SECTION 2. Duties of Officers

- A. The Chairman of the Board of Directors shall be the elected head of the Authority and ex officio Chairman of the Executive Committee. He shall preside at all meetings of the Board of Directors and of the Executive Committee and shall perform all other duties incidental thereto.
- B. The Vice Chairman shall also be ex officio Vice Chairman of the Executive Committee and shall act in the Chairman's stead with the same authority and duties as the Chairman in the event that the Chairman is absent or otherwise unavailable.
- C. The Secretary/Treasurer shall also be ex officio Secretary/Treasurer of the Executive Committee and shall oversee the maintenance of the minutes of the meetings of the Board of Directors and the Executive Committee, the giving of all required notices of such meetings, the maintenance of all of the financial records of the Authority and, the disbursement of moneys and assets of the Authority.

- D. The Executive Director shall have general supervision over and be in administrative charge of the affairs of the Authority, including the conduct of business and maintenance of the office of the Authority, and shall perform all the duties incident to his position and office. Except otherwise provided by resolution of the Executive Committee, the Executive Director shall make final certification for payment of all duly authenticated and authorized items of expenditures for payment from any Authority Funds from whatever source derived, and shall also approve all checks, vouchers, payrolls and requisitions before signing, or submission thereof for signature by any persons authorized to sign, the same. The Executive Director, with the oversight of the Secretary/Treasurer, shall keep a record of the proceedings of the Authority and shall be custodian of all books, documents and records filed with the Authority and of the minutes of the Authority of its official seal.

ARTICLE IV - EXECUTIVE COMMITTEE

SECTION 1. Establishment of Executive Committee

- A. There is hereby established an Executive Committee of the Board of Directors to be composed of seven members of the Board of Directors, consisting of the three officers of the Board of Directors, who shall serve on the Executive Committee as ex officio members for as long as they remain officers of the Board of Directors of the Authority, and four other members elected at the annual meeting of the Board of Directors (after the election of officers) from the voting members of the Directors. Effective with the election in 2001, the four at-large members of the Executive Committee shall be elected as follows: one member shall be elected for a term of one (1) year; one member shall be elected for a term of two (2) years; one member shall be elected for a term of three (3) years; and, one member shall be elected for a term of four (4) years. An at-large member shall not succeed himself in office as an at large member, and his successor shall be elected for a four year term. To ensure that all participating members are adequately represented, from time to time, on the Executive Committee, the Executive Committee shall appoint a nominating committee consisting of at least two (2) members of the Board of Directors to recommend a slate of candidates for election to the Executive Committee who will be representative of the participating members.
- B. The Board of Directors may remove a member of the Executive Committee for just cause at any special or emergency meeting called for that purpose. If an elected member of the Executive Committee is removed for cause or resigns during the term for which he was elected as a member of the Executive Committee, the Board of Directors shall elect a replacement to fill such Executive Committee member's unexpired term. If an officer of the Board of Directors is removed from office, his

- replacement shall serve on the Executive Committee for the officer's unexpired term.
- C. Subsequent to the initial election of Directors to the Executive Committee, each Director elected to the Executive Committee shall take office on the January 1 immediately following their election.
 - D. Upon expiration of the term of a member of the Executive Committee who has not been replaced, such member shall continue to serve until so replaced.
 - E. The Executive Committee shall provide a written report to the Board of Directors for review at its annual meeting setting forth a summary of activity, programs and financial condition of the Authority. Minutes of all Executive Committee meetings shall be made available to any Board of Directors member upon request.

SECTION 2. Meetings of the Executive Committee

- A. The Executive Committee shall meet at least four (4) times per year, and more often if called by the Chairman, at the principal office of the Authority or at such other location as may be acceptable to a majority of the Executive Committee members. The Chairman of the Executive Committee shall set the date, time and location of each meeting, and notice thereof and an agenda shall be furnished to each member of the Executive Committee not less than two (2) calendar days prior to the date of such meeting. Executive Committee meetings shall be held in accordance with the Open Meetings Law. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof and any action proposed to be taken. Such notice shall be directed to the committee member by mail to the address of such committee member as recorded in the office of the Authority. Special meetings of the Executive Committee shall be held at the request therefor by the Chairman of the Executive Committee or a majority of the Executive Committee. Notice of any special meeting of the Executive Committee shall be sent to each committee member not less than one (1) calendar day prior to the date of such meeting. Each director shall be given notice of Executive Committee meetings in the same manner if so requested in writing.
- B. Four (4) members of the Executive Committee shall constitute a quorum. If a quorum shall fail to be present at any duly called meeting, the presiding officer may continue the meeting until a quorum is present. After a quorum has been established, it shall not be broken by withdrawal of any member.

SECTION 3. Voting

Each member of the Executive Committee shall be entitled to one (1) vote. All actions by and decisions of the Executive Committee shall be by vote of not less than a majority of the Executive Committee members present and voting. No proxy voting or secret ballots shall be utilized, and all votes shall be by viva voce and recorded in the official written proceedings of the Executive Committee, with a copy thereof placed in the official proceedings of the Authority.

SECTION 4. Powers and Authority of the Executive Committee

- A. Pursuant to and as authorized by the Act, the Board of Directors in addition to the other duties and powers delegated herein, hereby delegates to the Executive Committee the authority to exercise the powers of the Authority specified in R.S. 33:4548.5A (1) through (23), 33:4548.6, R.S. 33:4548.8, R.S. 33:4548.14 and R.S. 33:4548.15.
- B. The Executive Committee on behalf of and for the benefit of the Authority may enter into local service agreements with the participating political subdivisions through which such political subdivisions may agree to share in the costs of operating the Authority and to pay such charges and fees as may be imposed by the Executive Committee.
- C. The Executive Committee may exercise the authority conferred by these Bylaws without any need or requirement for any act or action of, or subsequent ratification by, the Board of Directors, and in the exercises of such authority by the Executive Committee it shall bind in all respects the Authority and the Board of Directors, and in all respects such exercises of authority by the Executive Committee may be relied upon by third parties.
- D. The Executive Committee may appear and seek approval of the State Bond Commission for the issuance of bonds of the Authority as provided for in R.S. 33:4548.9.
- E. In addition, the Executive Committee is hereby delegated such further authority as may be necessary and incidental to the authority herein delegated to effectuate and exercise its authority including, but not limited to the adoption of necessary rules and regulations for the conduct of its affairs.
- F. The Executive Committee shall have the sole authority to decide which Authorized Projects, as such term is defined in R.S. 33:4548.3(B), shall be undertaken by the Authority and to determine all of the terms, conditions and provisions of such

Authorized Projects.

- G. It is the intent of this Section to vest in the Executive Committee sole authority to make all decisions, to take all actions and to enter into all contracts, agreements and instruments on behalf of the Authority as those certain powers are specified herein. Any action taken or decision made on behalf of the Authority shall be evidenced by resolution adopted by the Executive Committee. No other approvals or consents shall be necessary to bind the Authority with respect to any action or decision of the Executive Committee.

SECTION 5. Execution of Documents

A copy of the resolution adopted by the Executive Committee certified by the Chairman or Secretary-Treasurer of the Executive Committee (or such officers of the Authority designated in writing by the Chairman or Secretary-Treasurer of the Executive Committee) shall be evidence of the action of the Executive Committee and the Authority and any such certified resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be true.

SECTION 6. Reporting

The Executive Committee shall be responsible for and shall cause to be filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal or state statutes or regulations.

ARTICLE V - MISCELLANEOUS

SECTION 1. Directors' and Officers' Liabilities

- A. No director or officer shall be liable for any claims resulting from any act or omission in connection with his duties as a member of the Board of Directors or Executive Committee of the Authority, or as an officer of the Board of Directors, except for claims resulting from the gross negligence or willful misconduct of such director or officer. The Executive Committee is hereby authorized and empowered to obtain, at the expense of the Authority, liability insurance fully protecting the respective directors, officers, employees, agents and the Authority from any loss or expense incurred, including reasonable attorney's fees, as a result of acts or omissions of the directors, officers, employees and agents. The Authority hereby agrees to save, hold harmless and indemnify each director, officer, employee and agent from any loss, damage or expense (including attorneys fees) incurred by said

persons while acting in their official capacity or by reason of the fact the said person is or was a director, officer, employee or agent of the Authority, unless such loss, damage or expense was caused by the bad faith or gross negligence or willful misconduct of such director, officer, employee or agent. The termination of any civil or criminal action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person acted other than in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Authority nor with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- B. Any indemnification under this Section 1 of this Article shall be made by the Authority only as authorized in the specific case upon a determination that indemnification of the officer, director and employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this Section 1 of this Article. Such determination shall be made (a) by the Executive Committee by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion: provided, however, that if a director, officer, employee or agent of the Authority has been successful on the merits or otherwise in defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in this Section 1 of this Article.

SECTION 2. Reliance on Counsel's Opinion

The Board of Directors, the Executive Committee and the officers may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to the operation of the Authority; and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by the directors, the Executive Committee and the officers hereunder in good faith in accordance with the opinion of such counsel, and the Board of Directors, the Executive Committee, and the officers shall not be liable therefor.

SECTION 3. Amendments to Bylaws

These bylaws may be amended in writing at any time by the concurrence of no less than two thirds (2/3) of the voting members of the Board of Directors present at a duly called meeting at which a quorum is present. The notice of such meeting must state that one of the purposes of the meeting is to consider the amendment of these bylaws and must generally state

the substance of such proposed amendment. These bylaws may not be amended so as to permit the diversion or application of any of the assets of the Authority for any purpose other than those specified herein or in the Act or which would impair any contractual obligations. The Board of Directors, upon adoption of or amendment to these bylaws, shall send a copy of any such amendment to the participating political subdivisions of the Authority.

SECTION 4. Termination of Membership in the Authority.

Except as noted below, an Authority member may terminate its participation in the Authority upon thirty (30) days written notice to the Chairman of the Board of Directors. An Authority member shall not be permitted to terminate its participation in the Authority so long as such Authority member is obligated to repay an outstanding obligation to the Authority; provided such obligation has been lawfully approved by such member.

SECTION 5. Principal Office of the Authority

The books and records pertaining to the Authority and its administration shall be kept and maintained at the office of the Authority.

SECTION 6. Additional Committees

- A. The Executive Committee may from time to time appoint such other committees with such membership as the Executive Committee may determine necessary or appropriate. Such committees may be composed in whole or in part of persons who are not members of the Board of Directors.
- B. The Executive Committee shall appoint a Chairman's Advisory Committee consisting of at least one (1) member and not exceeding three (3) members. Such Committee shall consist of past Chairmen of the Board of Directors, and shall provide advice to the Executive Committee on any matters coming before it.

SECTION 7. Notices

Whenever under the Act or these bylaws notice is required or permitted to be given to the Directors or officers of the Authority, such notice may be given in writing by regular mail or by facsimile or electronic transmission, in either case addressed to such Director or officer at his address as shown on the books of the Authority. The time when such notice is so mailed or delivered via facsimile shall be deemed the time of the giving of such notice.

SECTION 8. Contracting for Services

The Authority was created to lower the borrowing costs of political subdivisions and beneficiaries through participation in Authority financings. By sharing the costs of

professional and other services negotiated at reasonable rates by the Authority, smaller financings undertaken through participation in Authority transactions can benefit directly and immediately. The Authority further recognizes the merit of independent review of proposed financial transactions to avoid self-dealing by professionals serving the Authority or its beneficiaries.

- A. The Executive Committee shall have the authority to contract with and hire professionals for the purpose of rendering legal, accounting, financial advisory, management and other services to the Authority and to pay such professionals for such services rendered to the Authority.
- B. The Executive Committee shall evaluate and determine fair and equitable compensation for legal services by reference to the Rules of Professional Conduct of the Louisiana State Bar Association, particularly, Rule 1.5 Fees. The fee schedules promulgated by the Attorney General of the State of Louisiana which describe the maximum fees allowed for services of bond counsel shall be complied with, but shall not be used to define or determine the amount of compensation for bond counsel services to the Authority.
- C. The Executive Committee shall evaluate and determine fair and equitable compensation for non-legal professionals in accordance with relevant industry standards, criteria and practice.

SECTION 9. Preliminary Review of Authority Transactions

The Executive Committee shall establish a procedure to review proposed Authority transactions for merit and shall have the authority to contract with independent financial advisors and such other professionals as it deems fit to evaluate and provide preliminary findings regarding the relative benefits of transactions proposed to the Authority, its members or to the beneficiaries of such transactions.

SECTION 10. Severability

Should any provision of these By-Laws be declared invalid or unlawful by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and to that end, such invalid or unlawful provisions are hereby declared to be severable.

ARTICLE VI - DISTRIBUTION OF ASSETS
UPON FINAL DISSOLUTION

Upon final dissolution of the Authority, all assets shall be sold as determined by the Executive Committee, all debts and obligations of the Authority shall be paid, and all funds then remaining shall be distributed to the then current Authority members on an equal share basis.

IN WITNESS WHEREOF, the bylaws of the Authority have been executed on this 14th day of October, 2004.



Name: George L. Grace, Sr.
Title: Chair of LCDA Executive Committee

Attest:



Name: David C. Butler, II
Title: Secretary/Treasurer of LCDA
Executive Committee

Joining Resolution - Member

The following resolution was offered by _____
and seconded by _____;

RESOLUTION

A RESOLUTION INDICATING THE INTENTION OF THE _____, STATE OF LOUISIANA, TO BECOME A PARTICIPATING POLITICAL SUBDIVISION IN THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY"); APPROVING THE APPOINTMENT OF A DIRECTOR TO REPRESENT THE _____ ON THE BOARD OF DIRECTORS OF THE AUTHORITY; AND OTHERWISE PROVIDING WITH RESPECT THERETO AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the _____, State of Louisiana, is eligible to become a participating political subdivision of the Authority in accordance with the Act; and

WHEREAS, pursuant to Section 4548.4 of the Act, the governing authority of the _____, State of Louisiana, desires to become a member of the Authority ("Member") and to approve the appointment of _____ to serve as a Director of the Authority and ratify any action taken heretofore by and on behalf of the member;

NOW THEREFORE, BE IT RESOLVED by the governing authority of the _____, State of Louisiana, acting in such capacity:

Section 1. Under the authority of Section 4548.4 of the Act, it is hereby declared to be the express intention of the _____, State of Louisiana, to become a participating political subdivision and member of the Authority.

Section 2. Pursuant to the Act, the appointment of _____
to serve as a Director of the Authority for a term of two (2) years from the date hereof is hereby
approved.

Section 3. This resolution shall take effect immediately and a certified copy hereof shall
be forwarded to the offices of the Authority.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this _____ day of
_____, 20__.

ATTEST:

Title:

Name:

Title:

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on _____, 20__ by the governing authority of _____, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS _____ DAY OF _____, 20__.

Title:

APPOINTMENT OF DIRECTOR

I, _____, do hereby appoint _____, as a member of the Board of Directors of the Louisiana Local Government Environmental Facilities and Community Development Authority representing the _____.

Name:

Title:

Date: _____

SAMPLE ONLY

APPOINTMENT OF DIRECTOR

I, _____, do hereby appoint _____, as a member of the Board of Directors of the Louisiana Local Government Environmental Facilities and Community Development Authority representing the _____.

Name:

Title:

Date: _____

THIS FORM MUST BE FILLED OUT

TO COMPLETE THE APPOINTMENT!

IF THE MAYOR IS TO BE THE APPOINTED DIRECTOR, PLEASE WRITE "MYSELF" IN THE SECOND BLANK FOR THE MAYOR TO SIGN AND SUBMIT.

**LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES
and
COMMUNITY DEVELOPMENT AUTHORITY**

**Statement of Investment Objectives
Policy and Guidelines**

**Adopted by the LDA Executive Committee
on
March 25, 1999**

Statement of Investment Objectives, Policy and Guidelines

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Cash and Cash Equivalents

Prohibited Transactions

Statement of Investment Objectives, Policy and Guidelines

Preamble

The Louisiana Local Government Environmental Facilities and Community Development Authority (LDA) hereby adopts this Statement of Investment Objectives, Policy and Guidelines.

This statement has been selected by the Executive Committee ("Committee") as the most appropriate policy for achieving the financial objectives as set forth in the Investments Objectives section of this document. Prior to adopting this policy, the LDA Executive Committee used the investment policy adopted and subsequently amended by the Louisiana Municipal Association.

Furthermore, the LDA shall operate under the "Prudent Person" rule, exercising judgement and care, under the circumstances prevailing, which people of ordinary prudence would employ in the management of their own affairs...not in regard to speculation, but as to the permanent disposition of their funds, considering both income and safety of capital.

The objective of this statement is to provide the LDA with a foundation so that assets of the LDA will be prudently managed and a means of measuring the investment performance of LDA funds.

This statement is not intended to remain static. Normally, the LDA Executive Committee will review this statement at least annually and, if deemed advisable, recommend changes. Recommendations from outside professionals leading to improvements in policies, procedures and operations are always welcome. Such recommendations should be made to the Chairman in written form.

This document sets forth the following:

1. The investment policies and objectives which the Executive Committee judges to be appropriate and prudent to implement its strategic planning for the investment of LDA assets; and,
2. A guideline for the Executive Committee's ongoing supervision of the investment of LDA assets to ensure that assets remain invested in accordance with this statement.

SECTION ONE: INVESTMENT OBJECTIVES

The investment horizon for LDA fund assets is short term. The primary investment objective of the Executive Committee is to ensure that current and future obligations are adequately funded in a cost effective manner. In light of this objective, the preservation of capital and the achievement of sufficient total return are essential. Additionally, the risk-reward trade-offs reflected in the investment policies selected for implementing these objectives should be derived through a coordinated asset-liability focus.

(1) Preservation of Capital

Preservation of capital encompasses two goals:

- Managing the risk of loss of principal for the fund as a whole.
- Managing the erosion of principal value through inflation.
- In addition, as provided in Act No. 374 of 1995, the funds should be managed in a prudent fashion; the goals of this investment policy shall be (1) safety of principal, (2) liquidity, and (3) yield; and, the Executive Committee shall establish internal controls for any derivatives in use to ensure that the risks inherent in derivatives are adequately managed. For purposes of this policy, "derivative" means any financial instrument created from or whose value depends on the value of one or more underlying assets or indexes of asset value.

(2) Diversification

The primary means by which capital preservation will be achieved is through diversification of the fund's investments. Accordingly, the fund will be diversified by security type, credit quality and maturity.

Within the fixed income asset class, further diversification may be achieved through systematic allocation to investment management styles providing broad exposure to different segments of the domestic fixed income market.

SECTION TWO: INVESTMENT POLICIES AND GUIDELINES

- Investments shall be of a prudent nature.
- Investments shall be consistent with generally accepted investment practices.

INVESTMENT GUIDELINES: Domestic Fixed-Income Securities

The fixed-income portion of the plan's assets shall be invested in marketable, fixed-income securities. The following policies and acceptable instruments shall be strictly adhered to:

- Bonds or bond mutual fund selection should consider both capital appreciation and interest income (total return).
- Fixed-Income investments shall be appropriately diversified.
- The Fund may not own more than 10% of any issue.
- Funds may be invested, as provided in R.S. 33:2955(A)(1), as amended, only in United States Treasury Bills, Bonds and Notes; bonds, debentures, or notes issued or guaranteed by Federal agencies and backed by the full faith and credit of the United States; bonds, debentures, or notes issued or guaranteed by U.S. government instrumentalities, which are federally sponsored; direct security repurchase agreements which are collateralized by the U.S. Government; and, certificates of deposit of state banks organized under the laws of Louisiana, or national banks having their principal offices in this state, subject to the collateralization requirements provided herein.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of daily cash balances above the day to day needs and funds set aside for portfolio strategy reasons.

Short term investments may be placed in:

- Issues of the U.S. Treasury, federal agencies, or U.S. government instrumentalities with maturities of less than two years.
- Domestic certificates of deposit, as above, provided that they are limited to an amount so that principal and interest will not exceed the \$100,000.00 FDIC or FSLIC insurance at each institution, unless otherwise collateralized as provided by law.
- Direct security repurchase agreements of any federal bank entry only securities enumerated above. "Direct security repurchase agreement" means an agreement

under which the political subdivision buys, holds for a specified time, and then sells back those securities and obligations enumerated above.

- Mutual or trust fund institutions which are registered with the Securities and Exchange Commission under the Securities Act of 1933 and the Investment Act of 1940, and which have underlying investments consisting solely of and limited to securities of the U.S. government or its agencies.

Prohibited Transactions

- The investment manager(s) are prohibited from entering into any transactions which are not authorized by this Policy, or without the consent of the LDA Executive Committee.
- The purchase of securities on margin is prohibited.
- Direct purchases of single family or commercial mortgages are not allowed.
- New purchases of foreign bonds (U.S. or non U.S. denominated) are prohibited.
- Short sale of securities is prohibited.
- Direct loans or extension lines of credit to any interested party are prohibited.
- Effective August 15, 1995 (pursuant to Act. No. 1126 of 1995), investment in (a) collateralized mortgage obligations that have been stripped into interest only or principal only obligations, (b) inverse floaters, or © structured notes (all as defined in Act No. 1126) is prohibited.

Selection of Professionals

LOUISIANA DEVELOPMENT AUTHORITY

- SELECTION OF PROFESSIONALS -

- R U L E S -

When the LDA provides conduit financings for manufacturing firms, 501(c)(3) entities, or governmental entities, the LDA shall select such professionals as necessary via a Request for Proposals (“RFP”) process where the LDA beneficiary has not recommended the employment of such professionals.

When the LDA acts as a sponsor for a program, the LDA shall select such professionals as necessary via a Request for Proposals (“RFP”) process where the LDA applicant has not recommended the employment of such professionals.

Excerpt from May 18, 2000, LDA Executive Committee Meeting

LDA TRAVEL POLICY

Jim Ryan (LDA Executive Director) reported that with growth comes the need for more standardized policy. A draft of the proposed LDA Travel Guidelines for Officers, Board Members, Advisory Board Members and Employees was mailed to each member of the Executive Committee for review before today's meeting, with copies provided in each Committee members' book.

Discussion was held. Motion to accept the LDA Travel Guidelines for Officers, Board Members, Advisory Board Members and Employees as presented was made by William Lazaro; seconded by Mayor Robertson; motion carried unanimously.

Guidelines for Professionals

LOUISIANA DEVELOPMENT AUTHORITY

GUIDELINES FOR PROFESSIONALS

- The Louisiana Development Authority (“LDA”) was created to provide tangible benefits to the people of Louisiana by lowering the borrowing costs of Louisiana municipalities, parishes, school boards, other political subdivisions, charitable institutions, and companies related to the financing of public works and economic development projects, including among others correctional facilities, mass transit and transportation projects, community development and redevelopment projects, enterprise zone facilities, industrial and manufacturing facilities, airports, and port facilities.
- The LDA will provide conduit financings for manufacturing firms, 501(c)(3) institutions, or other qualified economic development projects or private firms. When an LDA beneficiary is responsible for paying the costs of issuance of the bonds, the LDA will consider for employment those professionals (bond counsel, investment bankers, financial advisors, trustee banks as needed) recommended by the LDA beneficiary. The LDA will in all cases determine and approve in its sole discretion the employment, the compensation and qualification of all professionals.
- The LDA will provide conduit financing for governmental entities (cities, school boards, parishes, special districts). When the financing is a stand-alone issue for a specific entity and the governmental entity is responsible for paying costs of issuance of the bonds, the LDA will consider for employment the professionals (bond counsel, investment bankers, financial advisors, trustee banks, as needed) which are recommended by the governmental entity. The LDA will in all cases determine and approve in its sole discretion the employment, the compensation and qualifications of all professionals.
- The LDA will provide financing for governmental entities in matters wherein the LDA acts as a sponsor or coordinating party for more than one governmental entity. The LDA will employ and compensate the professionals (bond counsel, investment bankers, financial advisors, trustee banks as needed) chosen in conformance with its standards and in its sole discretion. Where appropriate, a Request for Proposals (“RFP”) process shall be used.
- The LDA has established minimum standards for professionals whom it will consider engaging to render services. These standards are set forth in the LDA’s “Standards for Professionals,” attached to these Guidelines.
- To encourage the development of worthwhile programs, the LDA, whenever possible and practical and in the best interest of the LDA and its participating beneficiaries, will give preference to the professional(s) initiating and proposing a program.

- The LDA will employ its counsel for each financing undertaken by LDA. The cost of LDA's counsel will be paid from proceeds of the bonds.
- Any private or public entity participating in LDA financings may engage independent professionals to represent its interests. Compensation for such professionals will be determined and paid by the employing entity.
- The LDA reserves the right to encourage, to the extent and in a manner permitted by applicable law, the employment of minority professionals in LDA sponsored programs. The LDA reserves the right to encourage, to the extent and in a manner permitted by applicable law, "mentoring" arrangements whereby professionals and their firms with greater experience in financings similar to LDA transactions, will join with professionals and their firms having less experience to conduct specific transactions.

**LOUISIANA DEVELOPMENT AUTHORITY
STANDARDS FOR PROFESSIONALS**

- **BOND COUNSEL AND SPECIAL TAX COUNSEL**

Listing in The Bond Buyer’s Municipal Marketplace directory (the “Red Book”);
Experience in matters relevant to the engagement;
and
For conduit financings: must be acceptable to borrower/beneficiary, as well as LDA.
- **INVESTMENT BANKER/UNDERWRITER**

National Association of Security Dealers-listed firms. Firm must have documented experience in the type of financing being presented to the LDA;
and
For conduit financings: must be acceptable to borrower/beneficiary, as well as LDA.
- **UNDERWRITER’S COUNSEL**

Listing in The Bond Buyer’s Municipal Marketplace directory (the “Red Book”); and
Must be acceptable to Underwriter.
- **FINANCIAL ADVISOR**

Submitted resume and qualifications to LDA.
Firm must have experience in the type of financing being proposed; and
For conduit financings: must be acceptable to borrower/beneficiary, as well as LDA.
- **TRUSTEE BANK**

Submitted resume and qualifications to LDA.
Bank must have experience in the type of financing being proposed; and
For conduit financings: must be acceptable to borrower/beneficiary, as well as LDA.
- **CREDIT ENHANCEMENT**

Bid/proposal process based on cost-benefit; and
For conduit financings: must be acceptable to borrower/beneficiary, as well as LDA.
- **ISSUER’S COUNSEL**

Listing in The Bond Buyer’s Municipal Marketplace directory (the “Red Book”);
Experience in matters of public finance relevant to transactions of the type for which engaged; and
A minimum of 10 years experience in the practice of law in public finance.

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

CONTRACT FOR ISSUER’S COUNSEL SERVICES

THIS CONTRACT FOR Issuer’s COUNSEL SERVICES (this “Contract”) is made and entered into this _____ day of _____, by and between the **LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY**, Baton Rouge, Louisiana (the “Issuer”), a political subdivision of the State of Louisiana created pursuant to Chapter 10-D of Title 33, Louisiana Revised Statutes, R.S. 33:4548.1 et seq., as amended and supplemented (the “Act”), and the law firm of _____, in _____, _____ (“Issuer’s Counsel”).

In consideration of the sum to be paid by the Issuer to Issuer’s Counsel as hereinafter provided, and in further consideration of the mutual promises, covenants and agreements of the parties, the Issuer does hereby retain Issuer’s Counsel for services in connection with the _____ Project (the “Project”), which may or may not result in the issuance of bonds.

Issuer’s Counsel agrees to do the work necessary to perform professional legal services as Issuer’s Counsel for the Issuer. Issuer’s Counsel agrees to commence such work the date this Contract is executed, and agrees to expedite the same with reasonable diligence for a period of one year from the date hereof, or until such time thereafter evidenced by an executed extension agreement provided by the Issuer.

Issuer’s Counsel shall be compensated for its services on an hourly basis at \$135 per hour (in compliance with the Attorney General’s Fee Schedule), subject to a maximum of \$ _____, which shall include expenses and disbursements.

Issuer’s Counsel shall be reimbursed for its disbursements and advances for items such as reproduction of documents, shipping and postage, long distance telephone calls and similar costs. Statements for fees itemized by personnel classification and hours and other itemized expenses shall be presented to the Issuer upon closing and shall be paid within 30 days after receipt. The Issuer shall review expenses for reasonableness and may request additional information regarding such fees and expenses. [Fees and expenses shall be payable by the Issuer only from proceeds of the bonds for the Project and only upon the closing, issuance and delivery of the bonds for the Project. The Issuer is under no obligation to approve the issuance of the bonds for the Project and there is no assurance that such bonds will be issued.]

During the performance of this Contract, Issuer’s Counsel agrees to perform and shall be prepared to provide a range of professional services relative to the Project, including, but not limited to, the following:

- (a) Render advice, guidance and assistance when requested by the Executive Director of the Issuer or his designees relative to the Project, including, but

not limited to, the reviewing of all proposed project initiation resolutions and legislation in a timely manner;

- (b) Be familiar with policies of the Issuer applicable to review and approval of the financing documents and advise the Issuer of any known departures from such policies.
- (c) Attend the Issuer's Board or Board Committee meetings and other meetings when a matter involving the Project is to be considered, including the State Bond Commission.
- (d) Advise the Issuer as to any misstatements or the presentation of incorrect statements made to the Issuer at Board of Board Committee meetings if Issuer's counsel knows that such statements or facts presented are incorrect;
- (e) Review all public notices required in conjunction with the issuance of bonds, including, without limitation, notices of bond sales and notices of intent to issue bonds;
- (f) Review all documents needed to complete the issuance of bonds and inform the Issuer prior to closing of any departures from the Issuer's policies regarding standard document terms;
- (g) Review preliminary official statements and official statements associated with a bond sale relating to the Project, including information concerning the Issuer (other than financial information concerning the Issuer, the Project, any obligor of the bonds or otherwise);
- (h) Review legal opinions of counsel to other parties to the transaction;
- (i) Examine copies of official transcripts of all proceedings;
- (j) Advise, guide and assist the Issuer and its officers with respect to federal securities laws and tax matters in connection with the issuance of bonds;
- (k) Have available at all reasonable times a senior member of the firm for the purpose of providing the services described herein in a timely manner;
- (l) Provide an estimate of fees remaining to complete the Project prior to a bond offering so the Issuer may include said fees in the cost of issuance;
- (m) At all times consider and protect the Issuer's interest and advise the Director of any concerns or issues that affect the Issuer with respect to the Project; and
- (n) Deliver at closing a legal opinion in a form acceptable to the Issuer. An acceptable form is attachment 1, to this contract. Any differential from the form of this opinion must be approved in writing by the issuer, within 5 business days prior to closing.

- (o) Insure that the parties responsible for preparation of the disclosure information describe to the Authority the extent, if any, to which the recommended best practices of one of the industry groups that has published disclosure guidelines (for example, National Federation of Municipal Analysts (NFMA) or Government Finance Officers Association (GFOA)) have been followed.
- (p) Review the entire official statement, on behalf of the Authority, to determine that there are no misstatements regarding the Authority and its role in the transaction. Review information regarding Authority in the official statement to determine that it is consistent in similar transactions.
- (q) Receive, on behalf of and transmit to the Authority, representations, from the Borrower/Beneficiary in the bond purchase/placement agreement, the loan/lease/pledge agreement and in a closing certificate that such information is accurate and that it does not contain a misleading statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading. Also, review an opinion (or reliance letter) from bond counsel or other counsel addressed to the Authority stating that the summaries, at a minimum, are accurate summaries of the matters purported to be summarized.
- (r) Receive, on behalf of and transmit to the Authority, representations from the Borrower/Beneficiary in the bond purchase/placement agreement, the loan/lease/pledge agreement and in a closing certificate that such information is accurate and that it does not contain a misleading statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading. Also, receive on behalf of and transmit to, a 10b-5 disclosure opinion (or reliance letter) addressed to the Authority from counsel to the underwriter, as evidence that the underwriter has taken steps to satisfy its obligations under the federal securities laws.
- (s) Receive, on behalf of and transmit to the Authority, representations from the Borrower/Beneficiary in the bond purchase/placement agreement, the loan agreement or other financing documents and in a closing certificate that such information is accurate and that it does not contain a misleading statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading. If an “agreed procedures” letter from the Borrower/Beneficiary’s accountants is produced as a part of the underwriter’s due diligence

on the financial and statistical information, the report of the accountants should also be addressed to the Authority.

- (t) Receive, on behalf of and transmit to the Authority, representations certifications in a closing certificate from each bond insurer, bank, guarantor or other credit enhancer that the information regarding such entity, as a minimum, is accurate, and preferably, that it does not contain a misleading statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading and that there have been no material adverse changes since the date of such information.
- (u) Insure that the responsibility for continuing disclosure is placed upon the borrower/beneficiary of the financing and, if another party provides the primary security for payment of the bonds, such other party.
- (v) Insure the official statement contains a detailed and specific description of the borrower/beneficiary's continuing disclosure obligations and a statement that the Authority does not have any responsibility for continuing disclosure. Insure that the recommended standard document provisions (LDA Rules & Regulations for Professionals – Standard Document Provisions for Conduit Financings) contain language to reflect the Authority's interests with respect to continuing disclosure.
- (w) Insure that when financings are secured by a pool of loans, a condition for making underlying loans be that the borrowers agree to provide to the Authority any information that may from time to time be necessary for the Authority to satisfy its continuing disclosure obligations.
- (x) For pool or other financings where the bond proceeds may not be immediately spent, advise the Authority on the need for continuing disclosure information regarding investment providers and how the Authority will receive information necessary to provide such disclosure.

Issuer's Counsel agrees that it will not subcontract or utilize another law firm to provide professional services to the Issuer pursuant to this contract.

Issuer's Counsel shall represent solely and only the Issuer's interests in all matters pertaining to the Project.

Issuer's Counsel represents that it carries and will maintain during the term of this Contract adequate professional liability insurance coverage.

It is mutually agreed that the Issuer reserves the right to terminate this Contract at any time, upon written notice, in the event of Issuer's Counsel's inability to perform the services or in the event the services of Issuer's Counsel are determined by the Executive Director of the Issuer, in the sole discretion of either, to be unsatisfactory, provided that in such case Issuer's Counsel will be paid the reasonable value of the services rendered up to the time of the termination of the Contract for Services.

IN WITNESS WHEREOF, the Issuer has caused this Contract to be executed by its Executive Director duly authorized to do so by the Executive Committee of the Issuer, and said Issuer's Counsel has executed this Contract on the day first above written.

LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT
AUTHORITY

By _____
James R. Ryan
Executive Director

[ISSUER'S COUNSEL NAME]
[CITY, STATE]

By _____
Name _____
Title _____

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

**DUE DILIGENCE MATTERS FOR REVIEW BY ISSUER'S COUNSEL
WITH RESPECT TO TAX-EXEMPT FINANCINGS FOR 501(C)(3) ORGANIZATIONS**

Set forth below are minimum procedures to be reviewed on behalf of the Louisiana Community Development Authority by counsel to the Authority in connection with tax-exempt financings for Internal Revenue Code section 501(c)(3) organizations where the Authority serves as the conduit bond issuer. Particular circumstances may indicate that additional reviews or procedures are appropriate.

1. Review the role of any related parties (ownership, board representation, employment, contractual or other control relationships) among the buyers of assets, sellers of assets, owners, managers, lessees, lessors and other parties benefiting from the financing transaction to identify arrangements that may be less than arms-length; consider any potential impact upon 501(c)(3) status of the borrower/beneficiary or other parties.
2. Review and substantiate the valuation of assets to be purchased with proceeds of 501(c) bonds, with special attention to any transaction that is not arms-length or is between related parties and to any fees paid to related parties.
3. Request disclosure in Official Statement of any related parties.
4. Include in Bond Purchase Agreement and Loan Agreement and any Tax Agreement with the borrower/beneficiary appropriate representations regarding 501(c)(3) status.
5. Obtain at closing an appropriate opinion from counsel to the borrower/beneficiary regarding 501(c)(3) status competent in 501(c)(3) matters, addressed to parties to the transaction, including the Authority.

Issuer's Counsel Opinion

[Date of Closing]

Louisiana Local Government Environmental
Facilities and Community Development Authority

[Beneficiary]

[Trustee]

[Underwriter]

Re:\$ _____
Louisiana Local Government Environmental Facilities
and Community Development Authority
[Description of the Bonds]
Series _____

Gentlemen:

We have acted as General Counsel to the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer"), in connection with the issuance of its

_____, in the original aggregate principal amount of \$ _____ (the "Bonds"). We have examined the Constitution and statutes of the State of Louisiana, including but not limited to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 to 4548.16, inclusive) (the "Act"), the Issuer's Amended and Restated By-Laws dated October 25, 2001, and such other corporate records of the Issuer as we have deemed advisable for the rendition of this opinion. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

We have also examined (i) the resolutions adopted by the Executive Committee of the Board of Directors of the Issuer on _____, authorizing the issuance, sale and delivery of the Bonds (collectively, the “Bond Resolution”); (ii) a fully executed counterpart of the Indenture dated as of _____ (the “Indenture”) by and between the Issuer and _____, as Trustee (together with its successors as trustee, the “Trustee”) securing the Bonds; (iii) [list other financing documents with description] (iv) the Bond Purchase Agreement dated _____, by and between the Issuer and _____, as Purchaser; (v) the Preliminary Official Statement and Official Statement with respect to the Bonds; (vi) a certified transcript of the proceedings and certifications of the Issuer; and (vii) such other documents, instruments, papers and matters of law as we have considered necessary or appropriate for the purposes of this opinion (documents referred to in (ii)-(iv) above, hereinafter collectively referred to as the “Issuer Documents”).

Based upon such examination, we are of the opinion that:

1. The Issuer is a political subdivision of the State, duly organized and validly existing under the Constitution and laws of the State, with full power to execute and perform its obligations under the Issuer Documents.
2. Each member and officer of the governing body of the Issuer identified in the Issuer’s Incumbency Certificate delivered at closing has been duly appointed or elected pursuant to the Constitution and the laws of the State of Louisiana, and is qualified to serve as such.
3. The proceedings of the Executive Committee of the Issuer, including the Bond Resolution, approving and authorizing execution and delivery of the Issuer Documents by the Issuer and authorizing the use of the Preliminary Official Statement and the Official Statement, were duly adopted at meetings of the Executive Committee of the Issuer which were called and held pursuant to law and with public notice required by law at which a quorum was present and acting throughout, and comply in all respects with the procedural rules of the Issuer and the procedural requirements of Louisiana law and remain in full force and effect on the date hereof.
4. The Issuer Documents constitute valid and legally binding obligations of the Issuer, enforceable in accordance with their terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws and equitable principles affecting the enforcement of creditors’ rights heretofore or hereafter enacted, and that their enforceability may also be subject to the exercise of the sovereign police powers of the State of Louisiana, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

5. All approvals, consents, authorizations and orders of any governmental agency having jurisdiction in any matter which would constitute a condition precedent to performance by the Issuer of its obligations under the Issuer Documents have been obtained and are in full force and effect; provided that no opinion is expressed regarding the status of interest on the Bonds under federal or state tax law and no opinion is expressed regarding the qualification of the Bonds for an exemption under the federal securities laws or the qualification of the Bonds under the blue sky laws of any state.
6. To the best of our knowledge and based upon the certifications of the Issuer, the execution and delivery of, and compliance with the terms and provisions of the Issuer Documents will not conflict with, violate or constitute a breach of or default under any provision of the Issuer's By-Laws, or any indenture, contract, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or by which it or its properties are bound, or any applicable law or administrative rule or regulation of the State, any statute, rule, order, judgment or decree of any court, to which the Issuer is subject, or any rules, regulations, or ordinances of any government or governmental body having jurisdiction over the Issuer or any of its properties.
7. To the best of our knowledge and based upon the certifications of the Issuer, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the best of our knowledge, threatened in any way affecting the existence or powers of the Issuer or its governing body or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or the collection or application of revenues, securities or investments of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof or of the proceeds of the Bonds, or in any way contesting or affecting the validity or enforceability of the Issuer Documents, or any action of the Issuer contemplated by any of said documents, the Issuer's proceedings, or contesting in any way the completeness or accuracy of the Official Statement or the powers of the Issuer to execute and deliver the Issuer Documents.
8. To the best of our knowledge and based upon the certifications of the Issuer, the statements contained in the Official Statement under the captions "THE ISSUER" and "ABSENCE OF LITIGATION—The Issuer" do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

In rendering the foregoing opinions, we have assumed the due authorization, execution and delivery of the Issuer Documents by parties thereto other than the Issuer. In our examination, we have also assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of the original of such latter documents and the accuracy of the statements contained in such certificates. No opinion is expressed as to the validity of the Bonds or the excludability of interest on the Bonds from federal income taxes or State of Louisiana taxes and local taxes.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof. The legal opinions expressed herein are intended for the information solely for the addressees hereof and solely for the purpose of the contemplated transactions described herein, and are not to be relied upon by any other person, or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any government or other administrative agency, or other person or entity for any other purpose without our prior written consent.

Respectfully submitted,

LCDA Policies for Professionals

Louisiana Local Government Environmental Facilities and Community Development Authority

Financings BY Local Governments FOR Local Governments

Mayor Marilyn B. Robertson
Chairperson

Mayor Harold L. Cornett
Vice Chairman

Mayor George L. Grace, Sr.
Secretary-Treasurer

James R. Ryan, CPA
Executive Director

Executive Committee:

Mayor David C. Butler, II

Mr. John Holt

Mr. William A. Lazaro, Jr.

Mr. Wayne R. Savoy

October 31, 2001

TO: All LCDA Professionals
FROM: Jim Ryan
RE: Reminder of LCDA policies

All materials for meetings are due five working days before meeting by 5:00 p.m.

Development Committee Applications will include a cover letter explaining the project, the resolution with as many copies as you want signed plus two copies for our records, a preliminary copy of the State Bond Commission Checklist, an LCDA fact sheet and a completed and signed Questions to Professionals.

Final Approvals for executive committee will include the same material updated as appropriate plus copies of the notices sent the local governmental representatives and copies of the returned receipts.

Technical Amendments will include a brief memo explaining the amendment requested.

All letters to the Bond Commission making application to or withdrawing a project from the Bond Commission will come from the Authority. Any supplemental information to Bond Commission will be copied to the Authority when it is sent to Bond Commission.

Please note, we're not responsible for notifying you of incomplete, out-of-date or incorrect applications. It is incumbent upon the professional teams to coordinate, document flow and insure complete, up-to-date and accurate information has been received by the Authority in a timely manner.

If information is received at the last minute, it will be very difficult for you to insure accuracy and completeness by the required deadline.

LDA Policies

Excerpt from December 22, 1999, Executive Committee meeting

Closing Documents - all closing documents and sealing will be coordinated through the LDA, so that it is as convenient as possible for the LDA Officers involved. Specifically, in scheduling a closing requiring signatures/seals, please contact the LDA Director with suggested times and dates. I will then contact the required officials and coordinate times and dates that are most convenient for all concerned.

Housing Applications - all housing applications containing such, shall include a copy of the proposed "Tenant Benefit Package" as an attachment to the LDA resolution for inducement.

LDA Application Fact Sheets - please note that the fact sheets have been revised to include indication of notification to governing officials for the area impacted by the proposed project. In future, the LDA will not process any application which does not provide the completed fact sheet upon presentation for inducement.

Trustee Closing Orders - in the future, Trustee Closing Orders shall include verbiage to order the Issuer's closing fee to be wired directly to the LDA account. Closing Orders not containing this language will not be signed. All closing orders will be signed by the LDA Executive Director.

Excerpt from March 13, 2003, Executive Committee Meeting

File Retention - Any financing that has received preliminary approval by the Executive Committee but has not received final approval within twelve (12) months of the date of such preliminary approval shall be deemed to be "inactive" and removed from the LDA Project Log. After being deemed "inactive" the Authority will discard any working files relating to such financing. Any financing deemed "inactive" shall be required to again obtain preliminary approval of the Executive Committee and, if required by the rules of the LDA, Development Committee approval, before receiving final approval by the Executive Committee. The original preliminary approval shall remain in full force and effect to the extent that such preliminary approval authorized the making of applications for approval to other governmental or other entities, including the Louisiana State Bond Commission, whose approval is required to be obtained in connection with the financing and this rule shall not have the effect of invalidating such other third party approval of the financing.

LOUISIANA DEVELOPMENT AUTHORITY

- FEE SCHEDULE -

1. Application Fees - \$250 (501c(3) nonprofit corporations only)
(Due upon inducement)

2. Financing Fees - for 501c(3) nonprofit corporations and governmental entities
- 1/20 of 1%

3. Financing Fees - conduit issues for Industrial Development Revenue Bonds
- 1/20 of 1%

4. Pool Programs - to be negotiated.

All publication costs are to be paid by the applicants.

Louisiana Local Government Environmental Facilities and **C**ommunity **D**evelopment **A**uthority

Financing BY Local Governments FOR Local Governments

Mayor Marilyn B. Robertson

Chairperson

Mayor Harold L. Cornett

Vice Chairman

Mayor George L. Grace, Sr.

Secretary-Treasurer

James R. Ryan, CPA

Executive Director

Executive Committee:

Mayor David C. Butler, II

Mr. John Holt

Mr. William A. Lazaro, Jr.

Mr. Wayne R. Savoy

MEMORANDUM

To: Whom it may concern

From: James R. Ryan
Executive Director

Date: December 12, 2002

Re: Amended Policy for Fee for Copies

Excerpt from December 12, 2002, LCDA Executive Committee Minutes

Mr. Ryan suggested the Executive Committee amend the per page fee for public records request. Mr. Ryan stated that due to an excessive amount of public records request lately he suggested that the committee amend the per page fee to not exceeding \$2.00 per page. Motion was made by Mr. Lazaro, seconded by Mr. Cornett, and with no further discussion or objection, the motion carried.

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

APPLICATION CHECKLIST

All documentation is due FIVE WORKING DAYS prior to meeting date.

Industrial Development Revenue*

Preliminary Inducement Resolution (Development Committee/Executive Committee)

1. Cover letter explaining the project
2. Completed LDA Application (Fact Sheet)
3. Letter of request for inducement from project's company officer
4. Corporate resolution by project beneficiary authorizing project and bonds
5. Most recent audited financial statement of project beneficiary, plus current income statement and balance sheet
6. Two copies for our records of the proposed preliminary inducement resolution
7. State Bond Commission Checklist
8. List of total new permanent jobs created by the project and a brief description of each job
9. Tenant Benefit Package (housing issues only)
10. Advisory letter with proof of mailing to mayor (within municipality) or chief executive officer of parish (within unincorporated area of parish)
11. Advisory letter with proof of mailing to Senator and Representative representing project's area

Final Approval/Bond Resolution (Executive Committee)

1. All materials included in Items 1 through 10 above, updated as appropriate
2. Evidence of State Bond Commission Approval (Official Action Project Summary)
3. Completed and signed Questions to Professionals
4. Two copies for LDA records of the proposed final parameters bond resolution, together with all exhibits (must include substantially complete draft financing documents, including substantially complete Preliminary Official Statement)
5. TEFRA public hearing completed
6. A copy of any responses received from letters referred to in items 10 and 11 above or statement that no responses have been received

* Includes multi-family housing revenue bonds or other bonds that require a state private activity volume cap allocation.

**LOUISIANA DEVELOPMENT AUTHORITY APPLICATION
 (IDB) INDUSTRIAL DEVELOPMENT REVENUE BOND PROGRAM**

REV. 02/03

COMPANY INFORMATION

COMPANY NAME:

COMPANY CONTACT:

DATE AVAILABLE FOR SITE VISIT:

ADDRESS:

ADDRESS:

PRINCIPAL OWNERS:

PHONE:

FAX :

TYPE OF BUSINESS:

[]

CERTIFICATION THAT APPLICANT HAS NOTIFIED (BY LETTER) THE MAYOR OR PARISH CHIEF EXECUTIVE OFFICER AND THE SENATOR AND REPRESENTATIVE OF THE PROJECT.

PROJECT/FUNDING INFORMATION

PROJECT DESCRIPTION:

IN STATE LOCATION & ADDRESS:

NEW OR EXPANSION?

LOAN INFORMATION

AMT OF INDUCEMENT:

TOTAL PROJECT AMT:

TERM:

USE OF BOND PROCEEDS

LAND:

BUILDING:

EQUIPMENT:

BANK INFORMATION

LETTER OF CREDIT BANK:

BOND PURCHASER:

PHONE:

PHONE:

EMPLOYMENT INFORMATION

PAYROLL INFORMATION

CURRENT:

CURRENT:

AFTER PROJECT:

ANTICIPATED PAYROLL:

NET NEW JOBS:

NET INCREASE:

**PROFESSIONALS
(RECOMMENDED BY APPLICANT)**

UNDERWRITER:	BOND COUNSEL:
PHONE:	PHONE:
FINANCIAL ADVISOR:	OTHER:
PHONE:	PHONE:
	DATE OF APPLICATION:

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO BOND COUNSEL

PROJECT: _____

1. (a) Do you expect to be able to deliver at closing the customary opinions of bond counsel, including the opinions described in the Authority's "Standard Document Provisions for Conduit Financing"?

(b) Have other counsel advised you that they expect to be able to deliver at closing the opinions of other counsel in the transaction, as described in the Authority's "Standard Document Provisions for Conduit Financings"?

(c) Will there be any unusual exceptions for qualifications to your opinion or, to your knowledge, the opinions of other counsel? If yes, please describe.

2. Have we given you access to any information you need in order to discharge the customary duties of bond counsel:

3. Have you explained to us the critical aspects of legal structure of this transaction that affect the bonds and the Authority's role as the issuer of the bonds?

4. (a) Has your review of the relevant documents and other materials, including the official statement or other disclosure document, raised any unusual concerns regarding the bonds and legal issues in connection with this transaction that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure documents adequately address any such concerns you have about the bonds and legal issues in connection with this transaction? _____

5. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

6. Have you identified a client other than the Authority to which your legal duty runs in this transaction?

Bond Counsel Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO LEAD UNDERWRITER OR FINANCIAL ADVISOR

PROJECT: _____

1. Have we given you access to any information you need in order to prepare or assist in the preparation of the official statement or other disclosure documents for this transaction?

2. (a) Has your review of the relevant financial documents and other materials, including the official statement or other disclosure document, raised any unusual concerns, including bondholders' risks, regarding the bonds that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure document adequately address any such concerns you have about this transaction?

3. Have you explained to us the critical aspect of the structure or nature of this transaction, the security for the bonds and the pricing and marketing of the bonds?

4. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

Lead Underwriter or
Financial Advisor Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO AUTHORITY COUNSEL

PROJECT: _____

1. Have you explained to us the important legal aspects of the Authority's role in this transaction?

2. Are you aware of any circumstances in which we, our staff, or others have not complied with our procedures in connection with the authorization of the bonds and the related documents?

3. Are there any matters regarding your participation in this transaction about which you should make us aware, including potential conflicts of interest?

Authority Counsel Signature

Name of Firm

**Louisiana State Bond Commission
Application Form**

Is the application fee inclosed with this application (Yes/No) _____ Amount _____

Is request for _____ preliminary _____ final approval

General information

1. Name of Issuer: _____

2. Counsel to Issuer
Contact _____ Phone _____ Fax _____

3. Bond Counsel
Contact _____ Phone _____ Fax _____
E-mail address _____

4. Financing Beneficiary
Address _____

A. Type of Entity
 Proprietorship _____ Partnership _____ LLP _____
 Publicly held Corp _____ Closely held Corp _____ LLC _____
 Non-profit Corp _____ Governmental Unit _____ Other _____

B. State of Organization _____

C. Principals of Beneficiary

 Contact _____ Phone _____ Fax _____

5. Mark one of the following categories
 A. Type of sale
 Negotiated _____
 Competitive _____
 Private Placement _____
 B. Tax status
 Taxable _____
 Tax Exempt _____
 Subject to AMT _____
 C. Security Type
 Revenue _____
 General Obligation _____

D. Financing Type
 Refunding _____
 New money _____
 E. Interest Rate
 Fixed _____
 Variable _____

6. Purpose(s) of bonds being issued
 A. _____
 B. _____
 C. _____
 D. _____

**Louisiana State Bond Commission
Application Form**

17. Employment impact information:

a. Temporary construction position:	#	_____	\$	_____
b. New permanent job /annual payroll:	#	_____	\$	_____
c. Present jobs retained or transferred /annual payroll:	#	_____	\$	_____
d. Total jobs/annual payroll (Total of 16b+16c)	#	<u>0</u>	\$	<u>0</u>

18. If this application involves funding of a construction project, please complete the following information for all contractors, engineers, architects and other professionals involved in or retained for the project: SEE ATTACHMENT "B" HERETO

19. Please complete the financial information requested on Attachment "C." SEE ATTACHMENT "C" HERETO

20. Please complete the following information:

Source of Funds

Bond proceeds	_____
Other sources	_____
_____	_____
_____	_____

Total source of funds 0

Use of Funds

Bond issuance costs	_____
Other costs associated with bond issue	_____
Project	_____
Other uses	_____
_____	_____
_____	_____

Total use of funds 0

Excess Funds 0

21. Please identify all continuing expenses that are not to be paid from bond proceeds:

Description of Expense	Payable to	Terms	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
 (Line 15 of Application)

1. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

2. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

3. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

4. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
 (Line 15 of Application)

5. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

6. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

7. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	<u>50,000</u>

Louisiana State Bond Commission
Applications Involving the Funding of Construction Projects
Attachment "B"
(Line 18 of Application)

Contractor(s)

1. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

2. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

Engineer(s)

1. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

2. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

Architect(s)

1. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

2. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

Other

1. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

2. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

3. Name _____ Contact _____
Address _____ Phone _____
_____ Fax _____

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

<u>Beneficiary organizational costs</u>			
Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>Mortgage banking costs</u>			
Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Other Costs Associated with Bond Issue			

**Louisiana State Bond Commission
Post Closing Reporting Form**

This form must be accompanied by Attachment "C", originally submitted with the Application Form, that has been updated to reflect the actual costs incurred.

Application number _____

Date approved by SBC _____

Date this form is completed _____

Date of bond closing _____

Person to contact about this form

Name	_____	Phone	_____
E-mail address	_____	Fax	_____

1. Name of Issuer _____

2. Issue Description _____

3. Use of Proceeds _____

4. Financing Beneficiary _____

5. Mark one of the following categories:

A. Type of sale	B. Tax status	C. Security Type
Negotiated _____	Taxable _____	Revenue _____
Competitive _____	Tax Exempt _____	General Obligation _____
Private Placement _____	Subject to AMT _____	

6. Fee rebate information

Rebate check payable to _____
 Individual to whom it is sent _____
 Mailing address _____

Contact name _____ Phone _____

7. Comparison of bond terms of the actual closing and terms approved by the State Bond Commission

	Approved by SBC	Actual Closing
Amount	_____	_____
	_____	_____

Louisiana State Bond Commission
 Financial Information-Bond Issuance Costs
 Attachment "C"
 (Line 19 of Application)

To be Completed by the SBC
 SBC Application # _____ SBC Approval Date _____

	TO BE COMPLETED WITH THE APPLICATION			TO BE COMPLETED WITH THE POST CLOSING REPORTING FORM				Ref	
	1	2	3	4	5	6	7		8
	Estimated Costs		(1 + 2)	Actual Costs			(6 / 3)		
	Fees	Expenses	Total Costs	Fees	Expenses	(Over) Under Variance	(Over) Under % Var		
**Is cost paid from bond proceeds									
Firm / Vendor Name									
II. Other Costs Incurred in Association with the Issuance of the Bonds (Includes prepaid, escrowed and annual fees)									
<u>Beneficiary organizational costs</u>									
Beneficiary counsel			0			0	0.0%		
Development fees			0			0	0.0%		
Title, survey and appraisal costs			0			0	0.0%		
Consultant fees			0			0	0.0%		
Insurance			0			0	0.0%		
Other (Description)									
<u>Mortgage banking costs</u>									
Lender counsel			0			0	0.0%		
Mortgage servicer counsel			0			0	0.0%		
Mortgage insurance			0			0	0.0%		
Examination fees			0			0	0.0%		
Inspection fees			0			0	0.0%		
Other (Description)									
			0			0	0.0%		
			0			0	0.0%		
			0			0	0.0%		
Total Other Costs Associated with Bond Issue	0	0	0	0	0	0	0.0%		

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

<u>Beneficiary organizational costs</u>			
Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>Mortgage banking costs</u>			
Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Other Costs Associated with Bond Issue			

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

APPLICATION CHECKLIST

All documentation is due FIVE WORKING DAYS prior to meeting date.

501(c)(3) Issues

Note: All projects for non-profit 501c3 corporations shall be approved in no less than two steps to include a preliminary approval and a final or sale approval.

Preliminary Inducement Resolution (Development Committee/Executive Committee)

1. Cover letter explaining the project
2. Completed LDA Application (Fact Sheet)
3. Two copies for our records of the proposed preliminary inducement resolution
4. State Bond Commission Checklist
5. Tenant Benefit Package (housing issues only)
6. Copy of IRS determination letter regarding 501(c)(3) status
7. Application fee of \$250.00
8. Advisory letter with proof of mailing to mayor (within municipality) or chief executive officer of parish (within unincorporated area of parish)
9. Advisory letter with proof of mailing to Senator and Representative representing project's area

Final Approval/Bond Resolution (Executive Committee)

1. All materials included in Items 1 through 6 above, updated as appropriate
2. Evidence of State Bond Commission approval (Official Action Project Summary)
3. Completed and signed Questions to Professionals
4. Two copies for LDA records of the proposed final parameters bond resolution, together with all exhibits (must include substantially complete drafts financing documents, including substantially complete Preliminary Official Statement)
5. TEFRA public hearing completed
6. A copy of any responses received from letters referred to in items 8 and 9 above or statement that no responses have been received

LOUISIANA DEVELOPMENT AUTHORITY APPLICATION

[(501C-3)] NON-PROFIT CORPORATIONS PROGRAM

REV. 04/03

COMPANY INFORMATION

COMPANY NAME:	COMPANY CONTACT:
	DATE AVAILABLE FOR SITE VISIT:
ADDRESS:	ADDRESS:
	PHONE:
	FAX:
TYPE OF BUSINESS:	
<input type="checkbox"/> CERTIFICATION THAT APPLICANT HAS NOTIFIED (BY LETTER) THE MAYOR OR PARISH CHIEF EXECUTIVE OFFICER AND THE SENATOR AND REPRESENTATIVE OF THE PROJECT.	

PROJECT INFORMATION

PROJECT DESCRIPTION:	
IN STATE LOCATION & ADDRESS:	NEW OR EXPANSION?
AMT OF FINANCING:	RATE:
TYPE OF FINANCING:	BUILDING:
	TERM:
PRIMARY SOURCE OF REPAYMENT:	

**PROFESSIONALS
(RECOMMENDED BY APPLICANT)**

UNDERWRITER:	BOND COUNSEL:
PHONE:	PHONE:
FINANCIAL ADVISOR:	OTHER:
PHONE:	PHONE:
	DATE OF APPLICATION:

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO BOND COUNSEL

PROJECT: _____

1. (a) Do you expect to be able to deliver at closing the customary opinions of bond counsel, including the opinions described in the Authority's "Standard Document Provisions for Conduit Financing"?

- (b) Have other counsel advised you that they expect to be able to deliver at closing the opinions of other counsel in the transaction, as described in the Authority's "Standard Document Provisions for Conduit Financings"?

- (c) Will there be any unusual exceptions for qualifications to your opinion or, to your knowledge, the opinions of other counsel? If yes, please describe.

2. Have we given you access to any information you need in order to discharge the customary duties of bond counsel:

3. Have you explained to us the critical aspects of legal structure of this transaction that affect the bonds and the Authority's role as the issuer of the bonds?

4. (a) Has your review of the relevant documents and other materials, including the official statement or other disclosure document, raised any unusual concerns regarding the bonds and legal issues in connection with this transaction that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure documents adequately address any such concerns you have about the bonds and legal issues in connection with this transaction? _____

5. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

6. Have you identified a client other than the Authority to which your legal duty runs in this transaction?

Bond Counsel Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO LEAD UNDERWRITER OR FINANCIAL ADVISOR

PROJECT: _____

1. Have we given you access to any information you need in order to prepare or assist in the preparation of the official statement or other disclosure documents for this transaction?

2. (a) Has your review of the relevant financial documents and other materials, including the official statement or other disclosure document, raised any unusual concerns, including bondholders' risks, regarding the bonds that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure document adequately address any such concerns you have about this transaction?

3. Have you explained to us the critical aspect of the structure or nature of this transaction, the security for the bonds and the pricing and marketing of the bonds?

4. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

Lead Underwriter or
Financial Advisor Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO AUTHORITY COUNSEL

PROJECT: _____

1. Have you explained to us the important legal aspects of the Authority's role in this transaction?

2. Are you aware of any circumstances in which we, our staff, or others have not complied with our procedures in connection with the authorization of the bonds and the related documents?

3. Are there any matters regarding your participation in this transaction about which you should make us aware, including potential conflicts of interest?

Authority Counsel Signature

Name of Firm

**Louisiana State Bond Commission
Application Form**

Is the application fee inclosed with this application (Yes/No) _____ Amount _____

Is request for _____ preliminary _____ final approval

General information

1. Name of Issuer: _____

2. Counsel to Issuer
Contact _____ Phone _____ Fax _____

3. Bond Counsel
Contact _____ Phone _____ Fax _____
E-mail address _____

4. Financing Beneficiary
Address _____

A. Type of Entity
 Proprietorship _____ Partnership _____ LLP _____
 Publicly held Corp _____ Closely held Corp _____ LLC _____
 Non-profit Corp _____ Governmental Unit _____ Other _____

B. State of Organization _____

C. Principals of Beneficiary

 Contact _____ Phone _____ Fax _____

5. Mark one of the following categories

A. Type of sale	B. Tax status	C. Security Type
Negotiated _____	Taxable _____	Revenue _____
Competitive _____	Tax Exempt _____	General Obligation _____
Private Placement _____	Subject to AMT _____	
D. Financing Type	E. Interest Rate	
Refunding _____	Fixed _____	
New money _____	Variable _____	

6. Purpose(s) of bonds being issued

A. _____

B. _____

C. _____

D. _____

**Louisiana State Bond Commission
Application Form**

7. Amount of Issue _____ Single issue _____ Multiple issues _____
Estimated date(s) _____

8. Name of Bond Purchaser(s) (if privately placed) _____

9. Guarantor _____

10. Name of Underwriter(s) (if publicly offered):

A. _____ Contact _____
Phone _____ Fax _____

B. _____ Contact _____
Phone _____ Fax _____

11. Name of Underwriter(s) Counsel:

A. _____ Contact _____
Phone _____ Fax _____

B. _____ Contact _____
Phone _____ Fax _____

12. Legal authority to issue Bonds _____

13. Street address and Parish of project _____

14. Briefly describe the proposed project and the public purpose served

15. If this issue is a refunding, please provide the following information
regarding the original bond issue(s): SEE ATTACHMENT "A" HERETO

16. If historical building, age of building: _____

**Louisiana State Bond Commission
Application Form**

17. Employment impact information:

a. Temporary construction position:	#	_____	\$	_____
b. New permanent job /annual payroll:	#	_____	\$	_____
c. Present jobs retained or transferred /annual payroll:	#	_____	\$	_____
d. Total jobs/annual payroll (Total of 16b+16c)	#	<u>0</u>	\$	<u>0</u>

18. If this application involves funding of a construction project, please complete the following information for all contractors, engineers, architects and other professionals involved in or retained for the project: SEE ATTACHMENT "B" HERETO

19. Please complete the financial information requested on Attachment "C." SEE ATTACHMENT "C" HERETO

20. Please complete the following information:

Source of Funds

Bond proceeds	_____
Other sources	_____
_____	_____
_____	_____

Total source of funds 0

Use of Funds

Bond issuance costs	_____
Other costs associated with bond issue	_____
Project	_____
Other uses	_____
_____	_____
_____	_____

Total use of funds 0

Excess Funds 0

21. Please identify all continuing expenses that are not to be paid from bond proceeds:

Description of Expense	Payable to	Terms	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
(Line 15 of Application)

1. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

2. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

3. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

4. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
 (Line 15 of Application)

5. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

6. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

7. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	<u>50,000</u>

Louisiana State Bond Commission
Applications Involving the Funding of Construction Projects
Attachment "B"
 (Line 18 of Application)

Contractor(s)

1.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____
2.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____

Engineer(s)

1.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____
2.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____

Architect(s)

1.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____
2.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____

Other

1.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____
2.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____
3.	Name _____	Contact _____
	Address _____	Phone _____
	_____	Fax _____

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

Beneficiary organizational costs

Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Mortgage banking costs

Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Other Costs Associated with Bond Issue

**Louisiana State Bond Commission
Post Closing Reporting Form**

This form must be accompanied by Attachment "C", originally submitted with the Application Form, that has been updated to reflect the actual costs incurred.

Application number _____

Date approved by SBC _____

Date this form is completed _____

Date of bond closing _____

Person to contact about this form

Name _____ Phone _____
E-mail address _____ Fax _____

1. Name of Issuer _____

2. Issue Description _____

3. Use of Proceeds _____

4. Financing Beneficiary _____

5. Mark one of the following categories:

A. Type of sale	B. Tax status	C. Security Type
Negotiated _____	Taxable _____	Revenue _____
Competitive _____	Tax Exempt _____	General Obligation _____
Private Placement _____	Subject to AMT _____	

6. Fee rebate information

Rebate check payable to _____
Individual to whom it is sent _____
Mailing address _____

Contact name _____ Phone _____

7. Comparison of bond terms of the actual closing and terms approved by the State Bond Commission

	Approved by SBC	Actual Closing
Amount	_____	_____
	_____	_____

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

<u>Beneficiary organizational costs</u>			
Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>Mortgage banking costs</u>			
Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Other Costs Associated with Bond Issue			<input type="text"/>

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

APPLICATION CHECKLIST

All documentation is due FIVE WORKING DAYS prior to meeting date.

Governmental Bonds

Preliminary Inducement Resolution (Development Committee/Executive Committee)

1. Cover letter explaining the project
2. Completed LDA Application (Fact Sheet)
3. State Bond Commission Checklist
4. Certified copy of resolution by governmental entity authorizing project and bonds
5. Two copies for our records of the proposed inducement resolution by the LDA

Final Approval/Bond Resolution (Executive Committee)

1. All materials included in Items 1 through 4 above, updated as appropriate
2. Evidence of State Bond Commission approval (Official Action Project Summary)
3. Completed and signed Questions to Professionals
4. Two copies for LDA records of the proposed final parameters bond resolution, together with all exhibits (must include substantially complete draft financing documents, including substantially complete Preliminary Official Statement)

**LOUISIANA DEVELOPMENT AUTHORITY APPLICATION
GOVERNMENTAL IDENTITY PROGRAM**

REV. 03/02

GENERAL INFORMATION

NAME OF GOV'T ENTITY:

CONTACT:

DATE AVAILABLE FOR SITE VISIT:

ADDRESS:

ADDRESS:

PHONE:

FAX:

PROJECT INFORMATION

PROJECT DESCRIPTION:

CERTIFICATION THAT APPLICANT HAS NOTIFIED (BY LETTER) THE MAYOR OR PARISH CHIEF EXECUTIVE OFFICER AND THE SENATOR AND REPRESENTATIVE OF THE PROJECT.

AMOUNT OF FINANCING:

TERM:

TYPE OF FINANCING:

TAX EXEMPT

TAXABLE

PRIMARY SOURCE OF REPAYMENT:

**PROFESSIONALS
(RECOMMENDED BY APPLICANT)**

UNDERWRITER:

BOND COUNSEL:

PHONE:

PHONE:

FINANCIAL ADVISOR:

OTHER:

PHONE:

PHONE:

DATE OF APPLICATION:

LOUISIANA COMMUNITY DEVELOPMENT AUTHORITY APPLICATION

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO BOND COUNSEL

PROJECT: _____

1. (a) Do you expect to be able to deliver at closing the customary opinions of bond counsel, including the opinions described in the Authority's "Standard Document Provisions for Conduit Financing"?

(b) Have other counsel advised you that they expect to be able to deliver at closing the opinions of other counsel in the transaction, as described in the Authority's "Standard Document Provisions for Conduit Financings"?

(c) Will there be any unusual exceptions for qualifications to your opinion or, to your knowledge, the opinions of other counsel? If yes, please describe.

2. Have we given you access to any information you need in order to discharge the customary duties of bond counsel:

3. Have you explained to us the critical aspects of legal structure of this transaction that affect the bonds and the Authority's role as the issuer of the bonds?

4. (a) Has your review of the relevant documents and other materials, including the official statement or other disclosure document, raised any unusual concerns regarding the bonds and legal issues in connection with this transaction that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure documents adequately address any such concerns you have about the bonds and legal issues in connection with this transaction? _____

5. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

6. Have you identified a client other than the Authority to which your legal duty runs in this transaction?

Bond Counsel Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO LEAD UNDERWRITER OR FINANCIAL ADVISOR

PROJECT: _____

1. Have we given you access to any information you need in order to prepare or assist in the preparation of the official statement or other disclosure documents for this transaction?

2. (a) Has your review of the relevant financial documents and other materials, including the official statement or other disclosure document, raised any unusual concerns, including bondholders' risks, regarding the bonds that in your view a reasonable investor would consider important?

(b) Does the official statement or other disclosure document adequately address any such concerns you have about this transaction?

3. Have you explained to us the critical aspect of the structure or nature of this transaction, the security for the bonds and the pricing and marketing of the bonds?

4. Are there any matters regarding your participation in this transaction about which you wish to make us aware, including potential conflicts of interest?

Lead Underwriter or
Financial Advisor Signature

Name of Firm

LOUISIANA DEVELOPMENT AUTHORITY

QUESTIONS TO AUTHORITY COUNSEL

PROJECT: _____

1. Have you explained to us the important legal aspects of the Authority's role in this transaction?

2. Are you aware of any circumstances in which we, our staff, or others have not complied with our procedures in connection with the authorization of the bonds and the related documents?

3. Are there any matters regarding your participation in this transaction about which you should make us aware, including potential conflicts of interest?

Authority Counsel Signature

Name of Firm

**Louisiana State Bond Commission
Application Form**

Is the application fee inclosed with this application (Yes/No) _____ Amount _____

Is request for _____ preliminary _____ final approval

General information

1. Name of Issuer: _____

2. Counsel to Issuer
Contact _____ Phone _____ Fax _____

3. Bond Counsel
Contact _____ Phone _____ Fax _____
E-mail address _____

4. Financing Beneficiary
Address _____

A. Type of Entity

Proprietorship _____	Partnership _____	LLP _____
Publicly held Corp _____	Closely held Corp _____	LLC _____
Non-profit Corp _____	Governmental Unit _____	Other _____

B. State of Organization _____

C. Principals of Beneficiary _____

Contact _____ Phone _____ Fax _____

5. Mark one of the following categories

A. Type of sale	B. Tax status	C. Security Type
Negotiated _____	Taxable _____	Revenue _____
Competitive _____	Tax Exempt _____	General Obligation _____
Private Placement _____	Subject to AMT _____	

D. Financing Type	E. Interest Rate
Refunding _____	Fixed _____
New money _____	Variable _____

6. Purpose(s) of bonds being issued

A. _____

B. _____

C. _____

D. _____

**Louisiana State Bond Commission
Application Form**

7. Amount of Issue _____ Single issue _____ Multiple issues _____
Estimated date(s) _____

8. Name of Bond Purchaser(s) (if privately placed) _____

9. Guarantor _____

10. Name of Underwriter(s) (if publicly offered):

A. _____ Contact _____
Phone _____ Fax _____
B. _____ Contact _____
Phone _____ Fax _____

11. Name of Underwriter(s) Counsel:

A. _____ Contact _____
Phone _____ Fax _____
B. _____ Contact _____
Phone _____ Fax _____

12. Legal authority to issue Bonds _____

13. Street address and Parish of project _____

14. Briefly describe the proposed project and the public purpose served

15. If this issue is a refunding, please provide the following information
regarding the original bond issue(s): SEE ATTACHMENT "A" HERETO

16. If historical building, age of building: _____

**Louisiana State Bond Commission
Application Form**

17. Employment impact information:

a. Temporary construction position:	#	_____	\$	_____
b. New permanent job /annual payroll:	#	_____	\$	_____
c. Present jobs retained or transferred /annual payroll:	#	_____	\$	_____
d. Total jobs/annual payroll (Total of 16b+16c)	#	<u>0</u>	\$	<u>0</u>

18. If this application involves funding of a construction project, please complete the following information for all contractors, engineers, architects and other professionals involved in or retained for the project: SEE ATTACHMENT "B" HERETO

19. Please complete the financial information requested on Attachment "C." SEE ATTACHMENT "C" HERETO

20. Please complete the following information:

Source of Funds

Bond proceeds	_____	
Other sources	_____	

Total source of funds		<u>0</u>

Use of Funds

Bond issuance costs	_____	
Other costs associated with bond issue	_____	
Project	_____	
Other uses	_____	

Total use of funds		<u>0</u>

Excess Funds

0

21. Please identify all continuing expenses that are not to be paid from bond proceeds:

Description of Expense	Payable to	Terms	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
 (Line 15 of Application)

1. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

2. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

3. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

4. Name _____

A. Date of issue _____

B. Amount of issue _____

C. Current balance of issue _____

D. Interest rate _____

E. Maturity date _____

F. Underwriters _____

G. Underwriters discount _____

H. Bond Counsel _____

I. Bond Counsel fee _____

Louisiana State Bond Commission
Information Regarding Bond Issues to be Refunded
Attachment "A"
 (Line 15 of Application)

5. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

6. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	_____

7. Name _____

A.	Date of issue	_____
B.	Amount of issue	_____
C.	Current balance of issue	_____
D.	Interest rate	_____
E.	Maturity date	_____
F.	Underwriters	_____
G.	Underwriters discount	_____
H.	Bond Counsel	_____
I.	Bond Counsel fee	<u>50,000</u>

Louisiana State Bond Commission
Applications Involving the Funding of Construction Projects
Attachment "B"
 (Line 18 of Application)

Contractor(s)

1. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____
2. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____

Engineer(s)

1. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____
2. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____

Architect(s)

1. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____
2. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____

Other

1. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____
2. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____
3. Name	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____

Louisiana State Bond Commission
 Financial Information-Bond Issuance Costs
 Attachment "C"
 (Line 19 of Application)

To be Completed by the SBC
 SBC Application # _____ SBC Approval Date _____

Firm / Vendor Name	TO BE COMPLETED WITH THE APPLICATION			TO BE COMPLETED WITH THE POST CLOSING REPORTING FORM			Ref		
	1	2	3	4	5	6		7	8
	Estimated Costs (1 + 2)			Actual Costs (3 - 4 - 5)				(6 / 3)	(Over) Under % Var
	Fees	Expenses	Total Costs	Fees	Expenses	(Over) Under Variance			
**Is cost paid from bond proceeds									
***	Y/N								
II. Other Costs Incurred in Association with the Issuance of the Bonds (Includes prepaid, escrowed and annual fees)									
<u>Beneficiary organizational costs</u>									
Beneficiary counsel			0			0	0.0%		
Development fees			0			0	0.0%		
Title, survey and appraisal costs			0			0	0.0%		
Consultant fees			0			0	0.0%		
Insurance			0			0	0.0%		
Other (Description)			0			0	0.0%		
			0			0	0.0%		
			0			0	0.0%		
			0			0	0.0%		
<u>Mortgage banking costs</u>									
Lender counsel			0			0	0.0%		
Mortgage servicer counsel			0			0	0.0%		
Mortgage insurance			0			0	0.0%		
Examination fees			0			0	0.0%		
Inspection fees			0			0	0.0%		
Other (Description)			0			0	0.0%		
			0			0	0.0%		
			0			0	0.0%		
			0			0	0.0%		
Total Other Costs Associated with Bond Issue	0	0	0	0	0	0	0.0%		

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

Beneficiary organizational costs

Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Mortgage banking costs

Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Other Costs Associated with Bond Issue

**Louisiana State Bond Commission
Post Closing Reporting Form**

This form must be accompanied by Attachment "C", originally submitted with the Application Form, that has been updated to reflect the actual costs incurred.

Application number _____

Date approved by SBC _____

Date this form is completed _____

Date of bond closing _____

Person to contact about this form

Name _____ Phone _____
E-mail address _____ Fax _____

- 1. Name of Issuer _____
- 2. Issue Description _____
- 3. Use of Proceeds _____
- 4. Financing Beneficiary _____

5. Mark one of the following categories:

<p>A. Type of sale</p> <p>Negotiated _____</p> <p>Competitive _____</p> <p>Private Placement _____</p>	<p>B. Tax status</p> <p>Taxable _____</p> <p>Tax Exempt _____</p> <p>Subject to AMT _____</p>	<p>C. Security Type</p> <p>Revenue _____</p> <p>General Obligation _____</p>
--	---	--

6. Fee rebate information

Rebate check payable to _____
Individual to whom it is sent _____
Mailing address _____

Contact name _____ Phone _____

7. Comparison of bond terms of the actual closing and terms approved by the State Bond Commission

	Approved by SBC	Actual Closing
Amount	_____	_____

Louisiana State Bond Commission
 Financial Information-Bond Issuance Costs
 Attachment "C"
 (Line 19 of Application)

To be Completed by the SBC

SBC Application # _____ SBC Approval Date _____

	TO BE COMPLETED WITH THE APPLICATION				TO BE COMPLETED WITH THE POST CLOSING REPORTING FORM			
	1	2	3	4	5	6	7	8
	Estimated Costs (1 + 2)			Actual Costs (3 - 4 - 5)				(6 / 3)
	Fees	Expenses	Total Costs	Fees	Expenses	(Over) Under Variance	(Over) Under % Var	
**Is cost paid from bond proceeds								
II. Other Costs Incurred in Association with the Issuance of the Bonds (Includes prepaid, escrowed and annual fees)								
<u>Beneficiary organizational costs</u>								
Beneficiary counsel			0			0	0.0%	
Development fees			0			0	0.0%	
Title, survey and appraisal costs			0			0	0.0%	
Consultant fees			0			0	0.0%	
Insurance			0			0	0.0%	
Other (Description)								
<u>Mortgage banking costs</u>								
Lender counsel			0			0	0.0%	
Mortgage servicer counsel			0			0	0.0%	
Mortgage insurance			0			0	0.0%	
Examination fees			0			0	0.0%	
Inspection fees			0			0	0.0%	
Other (Description)								
			0			0	0.0%	
			0			0	0.0%	
			0			0	0.0%	
Total Other Costs Associated with Bond Issue	0	0	0	0	0	0	0.0%	

**Other Costs Incurred in Association with the Issuance of the Bonds
(Includes prepaid, escrowed and annual fees)**

<u>Beneficiary organizational costs</u>			
Beneficiary counsel	_____	_____	_____
Development fees	_____	_____	_____
Title, survey and appraisal costs	_____	_____	_____
Consultant fees	_____	_____	_____
Insurance	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>Mortgage banking costs</u>			
Lender counsel	_____	_____	_____
Mortgage servicer counsel	_____	_____	_____
Mortgage insurance	_____	_____	_____
Examination fees	_____	_____	_____
Inspection fees	_____	_____	_____
Other (Description)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Other Costs Associated with Bond Issue			

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY**

POLICY REGARDING EXPEDITED APPROVALS

This policy sets out procedures to be followed by the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for approval at a request to depart from its normal procedure for approval of a financing transaction. The Authority has established an approval process to provide time for appropriate review of each transaction by the Authority and to insure an opportunity to address issues that may arise from such review.

Normal Process. The normal process for approval of the issuance of bonds by the Authority includes initial approval by the Development Committee and inducement by the Executive Committee, followed at a later meeting of the Executive Committee by adoption of a bond resolution by the Executive Committee, in each case following the receipt and review of the materials set out in the Authority's Application Checklist for the type of bonds involved.

Criteria for Expedited Approval. Prior to considering any request for expedited approval of a transaction, the Executive Committee must have a recommendation from the Executive Director stating that (i) based upon written assurance from bond counsel for the transaction, he has determined that the terms of the transaction relevant to the bond resolution are substantially final and the drafts of the principal documents are substantially complete and (ii) based upon the Executive Director's review of the documents and materials normally required for approval of a bond resolution and upon written assurance from the Authority's counsel for the transaction, he has determined that expedited approval will not diminish the Authority's review of the transaction from that which would take place with the Authority's normal review and approval process.

LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY

STANDARD DOCUMENT PROVISIONS FOR CONDUIT FINANCINGS

The following are provisions that should generally be included in financing documents in connection with the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") conduit financings under Chapter 10-D of Title 33 of the Louisiana Revised Statutes, R.S. 33:4548.3 et seq. (the "Act"). These provisions are guidelines and are intended by the Authority to be incorporated into each transaction in a manner that effects the overall intent of these provisions. Other provisions of the financing documents should be consistent with these provisions.

These provisions should not be read to be comprehensive statement of the Authority's requirements for the issuance of bonds or for any individual transaction. Rather, they are guidelines for certain limited provisions for which the Authority has determined that consistency is desirable and are considered minimum requirements. Each financing transaction is expected to contain unique aspects that will be reviewed by the Authority and/or its counsel. The Authority reserves the right to add additional requirements on a case-by-case basis

The provisions recommended herein pertain only to the Authority and are not exclusive. Other persons involved in the issuance, sale, or purchase of the Bonds may impose additional requirements (not inconsistent with these standard document provisions) as they deem appropriate.

BOND RESOLUTIONS

1. Findings by the Authority or recitals of fact with respect to the Borrower, the project to be financed and parties other than the Authority should be made "based on representations by the Borrower to the Authority" or a similar statement.
2. Include recitation that bonds payable only from revenues pledged under the Indenture or other appropriate instrument, so that R.S. 33:4548.6.B. does not operate to make bonds payable from assets of Authority.
3. Authorize the use of facsimile signatures on bonds, per R.S. 33:4548.6.D.
4. Authorization for the execution of documents by the Authority: (i) for documents requiring one signature by the Authority, authorize the Chairman or Executive Director to sign, (ii) for documents requiring two signatures by the Authority authorize the Chairman or Executive Director to sign and the Executive Director and Secretary to attest.
5. A statement that all legal fees will be an amount less than the then current maximum Attorney General's Fee Schedule, with the exact amount of such fee to be negotiated with the Executive Director.

INDENTURE

1. The assignment of the Authority's interest in the Loan Agreement and any other documents evidencing security for the bonds as a part of the trust estate under the Indenture should specifically except from such assignment all the Authority's rights to payment of fees, reimbursement of expenses and indemnification; preferably, the exception to the assignment in the trust estate will cite specific sections of the Loan Agreement or other security document which give rise to the rights retained by the Authority.
2. The standard of conduct for the Bond Trustee under the Indenture, any escrow agreement or related document should be to use the same degree of care and skill in the exercise of its duties as a prudent corporate indenture trustee would exercise or use under similar circumstances. No provision of any Indenture or escrow agreement should be construed to relieve the Bond Trustee from any liability for its own negligent action, its own negligent failure to act, its own willful misconduct or breach of trust.
3. Authority actions that directly affect the borrower/beneficiary should be required to be taken "at the direction of the Borrower" (for example, direction of optional redemptions, investment instructions, changes in interest rate modes or substitution of credit enhancement).
4. Authority rights, options or actions that may involve the incurrence of an expense should be specifically authorized to be done by the Indenture "at the expense of the Borrower" (for example, issuance of replacement bonds, calculation of rebate, hiring of a consultant or exercise of remedies).
5. The Trustee shall be obligated to notify the Authority in the event that any continuation statements shall be required to be filed in order to keep current any financing statements or other filings with respect to security interests securing the bonds.
6. To the extent that the Authority is required to make representations and covenants regarding arbitrage rebate, language should be included to the effect of: The Borrower agrees to comply with the requirements of Section 148 of the Code and any regulations promulgated thereunder, as applicable to the Bonds, and to provide instructions to the Authority and the Trustee regarding any actions necessary to comply with the Authority's covenant in [cross-reference to Authority's Covenants].
7. The Authority, at the direction of the Borrower, should have the power to replace the Trustee when there is no event of default.
8. Include language substantially as follows:

Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee

or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any incorporator, director, or officer of the Authority past, present or future in his or her individual capacity, and neither members of the Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

9. Include language substantially as follows:

Role of Authority. The Authority shall not be required to take any action not expressly provided for herein. The Authority shall have no obligation to review, control or oversee the activities of Trustee in collecting any amounts payable pursuant to the Agreement, the Indenture or the Mortgage, or in making any payments on the Bonds. Furthermore, the Authority shall not be obligated to take any action or execute any document which might in its reasonable judgment involve it in any expense or liability unless it shall have been furnished with assurance of payment or reimbursement for any expense and with reasonable indemnity for liability of the Authority, its incorporators, directors, officers, and counsel.

10. Include language substantially as follows:

Limitation on Authority Obligations. Any other term or provision in this Indenture or in the Loan Agreement, [the Mortgage], [the Tax Agreement], the Purchase Contract, the Bonds or elsewhere to the contrary notwithstanding:

- (a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the Loan Agreement, [the Mortgage], [the Tax Agreement], the Purchase Contract,

the Bonds or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the “Obligations”), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(1) Bond proceeds and investments therefrom; and

(2) Payments derived from the Bonds, this Indenture (including the Trust Estate to the extent provided in this Indenture), [the Mortgage], and the Loan Agreement (except for the fees and expenses of the Authority and the Authority’s right to indemnification under the Loan Agreement under certain circumstances and as otherwise expressly set forth therein);

(the above provisions (1) and (2) being collectively referred to as the “Exclusive Sources of the Obligations”).

(b) The Obligations shall not be deemed to constitute a debt or liability of the State of Louisiana or of any political subdivision thereof within the meaning of any State of Louisiana constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit of the State of Louisiana or of any political subdivision thereof, including the Authority, but shall be payable solely from and out of the Exclusive Sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Louisiana or any political subdivision thereof, including the Authority, or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(1) depriving the Authority of any right or privilege; or

(2) requiring the Authority or any member, officer, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or any anyone else; which deprivation or requirement would violate or result in the Authority’s being in violation of the Act or any other applicable state or federal law.

11. In the Indenture and in the Bond Form, include language substantially as follows:

Limited Obligations. Bonds and the interest thereon are special, limited obligations of the Authority payable solely from [STATE SOURCES PLEDGED FOR PAYMENT OF THE BONDS; EXAMPLE: payments derived by the Authority under the Loan Agreement (other than Unassigned Rights as defined in the Indenture) and other funds as provided in the Indenture]. The Bonds shall not be deemed to constitute a debt or liability of the State of Louisiana or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit of the State of Louisiana or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the State of Louisiana or any political subdivision thereof to levy any taxes or to make any appropriation for their payment. The Authority has no power to tax.

LOAN AGREEMENT

1. Specific representations to be made by the Borrower:
 - (a) Each component of the Project is or, when acquired, will be located within the limits of the State of Louisiana.
 - (b) The Project is an “Authorized Project” under R.S. 33:4548.3.B. and the Borrower will operate the Project as an “Authorized Project” under R.S. 33:4548.3.B. for so long as the Bonds remain outstanding.
 - (c) All material information given by the Borrower to the Authority concerning the Project and the Borrower [AND ANY RELATED PARTIES] was and is on the date of execution of this Loan Agreement true and correct.
2. All representations of the Authority should be limited to matters of which the Authority has knowledge. In appropriate circumstances, representations, findings or recitals made specifically by the Authority should be made “based upon representations by the Borrower to the Authority”.
3. The Loan Agreement should provide that in addition to repayment of the loan, the following general items are included in additional payments to be made by the Borrower under the Loan Agreement: (i) Authority fees, including upon demand, all reasonable expenses, including attorneys’ fees and any expenses related to the calculation of rebate incurred by the Authority in relation to the Bonds and the transactions contemplated by the bond documents, (ii) fees of the Bond Trustee and any paying agent, registrars, remarketing agents, counsel, accountant, engineers or other persons for services rendered under the Indenture and any of the bond documents, (iii) any advances made by the Bond Trustee with interest (if applicable), (iv) all rebate payments due to the United States under section 148(f) of the Code as provided in the [Tax Agreement], (v) payments due to the Authority pursuant to the indemnification provisions of the Loan Agreement, (vi) payments due to the Bond

Trustee pursuant to any indemnifications thereof in the Loan Agreement or Indenture, (vii) deposits to any debt service reserve fund of other reserve funds under the Indenture, (viii) reimbursement and indemnification of the Authority, and Trustee (if applicable), of costs of enforcement of the Loan Agreement and other related security documents and (ix) any taxes or assessments of any character charged to the Authority or Bond Trustee that would affect the amount available to the Authority or the Bond Trustee from payments received under the Loan Agreement. Any failure to make such payments should be an event of default, with appropriate notice and cure provisions.

4. Include language regarding calculation of arbitrage rebate similar to the following:

The Borrower agrees to provide, or to engage qualified attorneys or consultants to provide, instructions to the Authority and the Trustee regarding any actions necessary to insure that such moneys will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower shall be responsible for engaging qualified attorneys or consultants to calculate rebate payments required by Section 148 of the Code.

The Borrower has entered into the [Tax Agreement] with the Trustee and agrees to timely comply with the requirements set forth therein. The Borrower shall cause copies of any calculations or filings which are required to be made pursuant to the [Tax Agreement] to be delivered to the Authority within five (5) days of any such calculation or filing.

5. Include language regarding continuing disclosure of rebate similar to the following, unless the bonds are exempt from S.E.C. Rule 15c2-12:

Compliance with Continuing Disclosure Agreement. The Borrower has entered into the Continuing Disclosure Agreement with the Trustee and agrees to timely comply with the requirements set forth therein. The Borrower shall cause copies of any filings and/or disclosures which are required to be made pursuant to the terms of the Continuing Disclosure Agreement to be delivered to the Authority within five (5) days of any such filing or disclosure.

6. Authority should have the right to inspect the Borrower's books and records with respect to the Bonds and the project financed.

7. The Loan Agreement should provide a comprehensive indemnification from the Borrower to the Authority. [The indemnity should be drafted to provide as broad an indemnification as is permitted under Louisiana law, but should not go beyond the limits of the law and risk unenforceability—the limits of Louisiana law should be researched; that has not been done.] The following is an example of an indemnification provision and the matters for which the Authority should be indemnified:

(a) The Borrower agrees to pay, and agrees to protect, indemnify and save the Authority and its current, former and future members, officers and employees (each an “Indemnified Party”) harmless from and against any and all liabilities, losses, damages, costs, penalties, fines, expenses (including reasonable attorneys’ fees and disbursements and court costs, including those for post-judgment and appellate proceedings), causes of action, suits, claims, demands and judgments of any nature arising from, in connection with or as a result of:

(i) any injury to or death of any person or damage to property in or upon the Facilities or resulting from or connected with the use, non-use, condition or occupancy of the Facilities or any part of it;

(ii) the violation of any agreement or condition of this Loan Agreement except by the Authority;

(iii) the violation of any contract, agreement or restriction by the Borrower relating to the Facilities;

(iv) the violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Facilities or any part of it;

(v) the construction, acquisition, equipping and installation of the Facilities or the failure to construct, acquire, equip or install the Facilities;

(vi) the issuance and sale of the Bonds or the execution, delivery and performance of the documents to which the Borrower is a party relating to the issuance of the Bonds or the Bond Indenture;

(vii) any act of the Borrower or any of its agents, contractors or licensees;

(viii) any statement or information concerning the Borrower, its officers and members or the Facilities contained in any final official statement or prospectus furnished to purchasers of any Bonds that is untrue or incorrect in any material respect and any omission from any final official statement or prospectus of any statement or information which should be contained in it for the purpose for which it is to be used or which is necessary to make the statements in it concerning the Borrower, its officers and members or the Facilities not misleading in any material respect if the final official statement or prospectus is approved in writing by the Borrower;

(ix) failure to properly register or otherwise qualify the sale of the Bond or failure to comply with any licensing or other law or regulation which would affect the manner in which or to whom the Bonds could be sold;

(x) the carrying out by the Borrower of any of the transactions contemplated by the Loan Documents; and

(xi) any federal or state tax audit relating to the Project, the Borrower or the application of the proceeds of the Bonds.

Notwithstanding the foregoing, an Indemnified Party shall not be indemnified under this Section for its own reckless, wanton or willful misconduct.

(b) The Borrower also agrees to indemnify and hold harmless the Bond Trustee against any loss, liability or expense incurred without negligence or bad faith on the part of the Bond Trustee arising out of or in connection with the acceptance or administration of the Bond Indenture, including the costs and expense of a defense against any claim or liability.

(c) If any suit, claim, demand, action or proceeding is brought against an Indemnified Party or the Bond Trustee with respect to which indemnity may be sought under this Section, the Indemnified Party or the Bond Trustee, as the case may be, agrees to promptly notify the Borrower in writing and the Borrower agrees to assume the defense of the suit, claim, demand, action or proceeding, including the employment of counsel and the payment of all expenses. The Authority and the Bond Trustee may, however, retain their own counsel and still be indemnified against the cost of employing counsel and all other expenses despite an assumption of the defense by the Borrower if the Authority or the Bond Trustee believes in good faith that there are defenses available to the Authority or the Bond Trustee which are not available to the Borrower or which are adverse to or in conflict with those available to the Borrower and which the Authority or the Bond Trustee believes in good faith cannot be effectively asserted by common counsel. The Authority and the Bond Trustee always have the right to employ separate counsel but, subject to the preceding sentence, the fees and expenses of its separate counsel must be paid by the Authority or the Bond Trustee unless the Borrower and the Authority or the Bond Trustee have mutually agreed to the employment of the Authority's, or the Bond Trustee's separate counsel. The Borrower is not liable for any settlement of a suit, claim, demand, action or proceeding effected without its written consent. If the suit, claim, demand, action or proceeding is settled with the written consent of the Borrower or if there is a final judgment of the plaintiff, the Borrower agrees to indemnify and hold harmless the Authority and the Bond Trustee from and against any loss or liability by reason of the settlement or judgment.

(d) The duty of the Borrower to defend with respect to each agreement to indemnify under this Section shall commence from the time the claim is known, and such duty shall exist and continue regardless of the merits of the claim.

(e) In addition, the Borrower agrees that if it initiates any action, suit or other proceeding with respect to any claim, demand or request for relief, whether judicial or administrative, in which the Authority is named or joined as a party, the Borrower will pay to and reimburse to the Authority the full amount of all reasonable fees and

expenses incurred by the Authority with respect to the Authority's defense of or participation in such action, suit or other proceeding.

(f) The agreement of the Borrower to indemnify the Authority and the Bond Trustee provided in this section shall survive the payment of the Bonds and the termination of this Loan Agreement.

8. The Borrower should agree to file any continuation statements or other filings necessary in order to keep current any financing statements or other filings with respect to security interests granted by the Borrower that directly or indirectly secure the Borrowers obligations under the Loan Agreement or with respect to the Bonds. The Borrower shall notify the Authority of the filing of each such continuation statement or other filing with respect to its obligations under the Loan Agreement or the Bonds.

9. Include language substantially as follows:

Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

10. Include language substantially as follows:

Reliance. It is expressly understood and agreed by the parties to this Loan Agreement that:

(a) the Authority may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Authority by the Bond Trustee, any Bondowner or the Borrower as to the existence of a fact or state of affairs required under this Loan Agreement to be noticed by the Authority;

(b) the Authority shall not be under any obligation to perform any recordkeeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower; and

(c) none of the provisions of this Loan Agreement or [the Mortgage] shall require the Authority to expend or risk its own funds (apart

from the proceeds of Bonds issued under the Indenture) or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights under this Loan Agreement or [the Mortgage] unless it first shall have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

11. Include language substantially as follows:

Authority Not Liable. Notwithstanding any other provision of this Loan Agreement, the Indenture, [the Mortgage], [the Master Indenture], [the Continuing Disclosure Agreement], the Purchase Contract or the [Tax Agreement], (a) the Authority shall not be required to take action under this Loan Agreement, the Indenture, [the Mortgage], [the Master Indenture], [the Continuing Disclosure Agreement], the Purchase Contract or the [Tax Agreement] unless the Authority (i) is requested in writing by an appropriate Person to take such action and (ii) is assured of payment of or reimbursement for any expense incurred in taking such action, and (b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Authority nor any official, officer, member, director, agent, employee or servant of the Authority shall be liable to the Borrower, the Bond Trustee or any other Person for any action taken by the Authority or by its officials, officers, members, directors, agents, employees or servants, or for any failure to take action under this Loan Agreement, the Indenture, [the Mortgage], [the Master Indenture], [the Continuing Disclosure Agreement], the Purchase Contract or [the Tax Agreement]. In acting or in refraining from acting under this Loan Agreement, the Indenture, [the Mortgage], [the Master Indenture], the Continuing Disclosure Agreement, the Purchase Contract or [the Tax Agreement], the Authority may conclusively rely on the advice of its counsel.

12. Include language substantially as follows:

No Violations of Law. Any other term or provision in this Loan Agreement to the contrary notwithstanding:

- (a) In no event shall this Loan Agreement be construed as:
- (1) depriving the Authority of any right or privilege; or
 - (2) requiring the Authority or any member, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate, or result in the Authority's being in violation of the Act or any other applicable state or federal law; and

(b) At no time and in no event will the Borrower permit, suffer or allow any of the proceeds of the Loan Agreement or the Bonds to be transferred to any Person in violation of, or to be used in any manner which is prohibited by, the Act or any other state or federal law.

MORTGAGE OR DEED OF TRUST

1. The Authority's preference is that a mortgage or deed of trust which secures the repayment of bonds or a separate obligation to a credit enhancer will be from the borrower/beneficiary directly to the Bond Trustee or Credit Enhancer. This will allow the enforcement actions under the terms of the mortgage or deed of trust to be taken directly by the Bond Trustee or Credit Enhancer without being assigned from the Authority to the such secured party.

2. In the event that the Authority is a party to the mortgage or deed of trust, any actions by the Authority shall be thereunder should be at the direction of the Bond Trustee or Credit Enhancer, the Authority should be entitled to reimbursement of any expenses from the borrower/beneficiary and all responsibilities for enforcement should be with the Bond Trustee or Credit Enhancer.

BOND PURCHASE CONTRACT

1. The Bond Purchase Agreement should contain language substantially as follows:

The Preliminary Official Statement describing the Bonds was, as of its date, deemed by the Borrower to be final for purposes of Rule 15c2-12 except for the omission of no more than the information described in Section (b)(1) of Rule 15c2-12. The Authority and the Borrower each authorizes and consents to the use of the final Official Statement describing the Bonds, in the form of the Preliminary Official Statement but with the completion such pricing information and any other necessary information (the "Official Statement"), by the Underwriter. The Authority has not participated in the preparation of the Preliminary Official Statement or the Official Statement and has not verified the accuracy of the information therein other than information under the captions "THE AUTHORITY" and "ABSENCE OF LITIGATION—The Authority". Accordingly, such authorization and consent does not constitute a representation by the Authority as to the completeness or accuracy of the information contained therein other than information respecting the Authority under such captions.

2. The Bond Purchase Agreement should contain the "Limited Obligation" legend contained the Indenture and Bond Form.

3. Underwriter should agree to comply with SEC Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board.

4. The Authority should not make any representation to or indemnify any other party for any provision of the Official Statement, other than the information under the captions “THE AUTHORITY” and “ABSENCE OF LITIGATION—The Authority”.

5. The form of all legal opinions to be delivered at closing should be specifically described in the Bond Purchase Agreement or, preferably, a form of such opinions should be attached to the Bonds Purchase Agreement.

6. The Authority and its officers, directors, employees and agents should receive comprehensive indemnification against claims and losses, including attorneys fees for defense of any claims based upon any information in the entire Official Statement, excepting only the information under the captions “THE AUTHORITY” and “ABSENCE OF LITIGATION—The Authority” and any information provided by credit enhancers and certified as accurate by such credit enhancers. The indemnification should usually be provided by the Borrower, but and may be divided between such parties furnishing such information as is appropriate in the circumstances. In addition, the Authority should be indemnified by the Underwriter for (i) any information excluded from the Borrower’s indemnity because it is furnished by the Underwriter (ii) any information furnished by the Underwriter to purchasers of the bonds that is not contained in the Official Statement and (iii) compliance with state blue sky laws in connection with the offering and sale of the bonds. The indemnification provision should be followed with an agreement to provide for contribution by the parties for any losses and expenses incurred in the event that the indemnification is not enforceable.

7. The Bond Purchase Agreement should contain language substantially as follows:

Exclusive Sources of the Obligations. Any other term or provision of this Purchase Contract, the Indenture, the Loan Agreement, [the Mortgage], the [Tax Agreement] or elsewhere notwithstanding:

(a) Any and all obligations (including, without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or successors or assigns, whether under this Purchase Contract, in the Indenture, the Loan Agreement, [the Mortgage], the [Tax Agreement] or elsewhere, and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively, the “obligations”), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the obligation in question is asserted: (1) Bond proceeds and investments therefrom, and (2) payments derived from the Bonds, [the Master Indenture], the Indenture (including the trust estate to the extent provided in the Indenture), the Loan Agreement (except for the fees and expenses of the Authority and the Authority’s right to indemnification under the Loan Agreement and this Purchase Contract under certain circumstances) and [the Mortgage], the foregoing provisions (1) and (2) being collectively referred to as the “Exclusive Sources of the Obligations”;

(b) The obligations shall not be deemed to constitute a debt or liability of the State of Louisiana or of any political subdivision thereof within the meaning of any State of Louisiana constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit of the State of Louisiana or any political subdivision thereof, including the Authority, but shall be payable solely from and out of the Exclusive Sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Louisiana or any political subdivision thereof, including the Authority, or any charge upon its credit or taxing power; and

(c) No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Purchase Contract, the Indenture, the Loan Agreement or the [Tax Agreement] contained, against any past, present or future officer, director, member, employee or agent of the Authority, or any officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Authority or any successor corporation or body politic under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Purchase Contract, the Indenture, the Loan Agreement or the [Tax Agreement] and the issuance of any of the Bonds.

8. Provisions for arbitration in lieu of litigation of disputes should not be allowed without the specific advance approval of that provision by the Authority.

REMARKETING AGREEMENT

The Authority should not be a party to a Remarketing Agreement and the Authority should not be involved in the remarketing of any Bonds, nor will the Authority appoint or consent to the appointment of a remarketing agent or tender agent.

OFFICIAL STATEMENT

1. To appear (i) on the inside cover or table of contents page and (ii) in the section titled "THE AUTHORITY":

2. The Official Statement should contain the "Limited Obligation" legend contained in the Indenture and Bond Form.

EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS HEREOF CAPTIONED "THE AUTHORITY" AND "LITIGATION--THE AUTHORITY", NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

3. Language under caption "THE AUTHORITY", updated as appropriate:

The Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) is a political subdivision of the State of Louisiana, organized under the provisions of the Act. Any political subdivision, the State or agency of the State may participate as a member of the Authority by adopting a resolution indicating its intention to do so. The Authority is governed by its Board of Directors, whose membership is limited to those members of the Authority whose governing authorities have previously adopted a resolution indicating their membership in the Authority. Each member appoints a director to the Board of Directors of the Authority in accordance with the Act. Directors are appointed for four (4) year terms and may be removed for just cause by the Board of Directors and consist of a Chairman, Vice-Chairman and Secretary-Treasurer. Officers serve two (2) year terms and may not be re-elected for successive terms in any one office; however, officers may be elected to another office, but, in any event, no person may serve more than two (2) terms in any particular office. At present, there are fifty-seven (57) political subdivisions (as defined in the Act) who are members of the Authority. Pursuant to the Act, the Authority is also authorized to issue bonds for facilities of organizations operating under Section 501(c)(3) of the Code.

Pursuant to the Authority’s bylaws, the Board of Directors has established an Executive Committee and delegated certain duties and authorities of the Board of Directors to the Executive Committee in accordance with the Act, including the authority to approve “Authorized Projects” (as defined in the Act) and authorize the issuance of bonds by the Authority. The Executive Committee consists of seven (7) members, three of whom are the Chairman, Vice-Chairman and Secretary-Treasurer of the Authority. The Chairman, Vice-Chairman and Secretary-Treasurer serve on the Executive Committee as *ex-officio* members for as long as they remain officers of the Board of Directors. The remaining four (4) members are elected for a term of one (1) year at an annual meeting of the Board of Directors of the Authority. A member of the Executive Committee may be removed by the Board of Directors for just cause at any special or emergency meeting called for that purpose. The Executive Committee is required to make an annual report to the Board of Directors at its annual meeting.

Pursuant to the Act, the Authority’s bylaws and resolutions duly adopted by the Authority on August 31, 2000, May 1, 2001 and August 23, 2001, the Authority has duly authorized the issuance of the Bonds, and the execution, delivery and performance of the Indenture and the Financing Agreement.

4. Language under caption “ABSENCE OF LITIGATION—The Authority”:

There is not now pending, or the knowledge of the Authority, threatened, any litigation against the Authority restraining or enjoining the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which they are issued. Neither the creation, organization or existence, nor the title of the present members and officers of the Authority to their respective office, is being challenged or questioned. There is no litigation pending, or to the knowledge of the

Authority, threatened, against the Authority which in any manner questions the right of the Authority to enter into the Indenture or the [Financing Agreement] or to secure the Bonds in the manner provided in the Indenture or to issue the Bonds in the manner provided in the Indenture and the Act or wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions under the Indenture or the [Financing Agreement] or in any agreement or instrument to which the Authority is a party to be, used or contemplated for use in the consumption of the transactions contemplated by the Indenture.

5. The Official Statement should contain a “Bondholders’ Risks” or “Investment Considerations” section describing risks in connection with the bonds.

6. To be included under the caption “CONTINUING DISCLOSURE”:

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. The Borrower has undertaken all responsibilities for any continuing disclosure to holders of the Bonds as described below, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to S.E.C. Rule 15c2-12.

7. To appear near the end of the Official Statement (for example, under “MISCELLANEOUS”):

The Authority has not participated in the preparation of this Official Statement and has not verified the accuracy of the information contained herein, other than the information respecting the Authority contained under "THE AUTHORITY" and "LITIGATION--The Authority." The Authority's approval of this Official Statement does not constitute approval of the information contained herein, other than that information relating to the Authority, or a representation of the Authority as to the completeness or accuracy of the information contained herein.

8. Except for the portion of the Official Statement under the caption “THE AUTHORITY” and “ABSENCE OF LITIGATION—The Authority”, the Authority will not take responsibility for deeming any Official Statement final pursuant to S.E.C. Rule 15c2-12, and shall require that the Borrower assume the responsibility to do so.

9. The Official Statement should contain on the signature page or in another easily accessible location, the name, address and contact information for the borrower/beneficiary, in order to provide a contact in the event that bondholders or secondary market participants seek additional or updated information regarding the borrower/beneficiary.

10. The Official Statement should be signed by the borrower/beneficiary or other obligated party that provides material information regarding the source of payment of

the bonds. The Official Statement will not be signed by the Authority, which does not provide material information regarding the source of payment of the bonds.

11. If the Official Statement includes a balance sheet or annual financial statements, the Borrower must acquire a signed statement from the accountants who certified the financial statements allowing the Authority to rely on the accountants' opinion with respect to such financial statements and permitting the Authority to incorporate the Accountants' opinion and the financial statements in the Official Statement. The consent must allow the Authority to rely on the information as of the date of the Official Statement not as of the date of such financial statements.

OPINIONS

1. The opinion of bond counsel, addressed to the Authority, in addition to traditional matters, should (i) address the Louisiana state and local tax exemption provided by R.S. 33:4548.10 and (ii) state that no filing or registration of the bonds, the underlying security, including any guaranty or credit enhancement, or the trust indenture is required by the Securities Act of 1933, the Securities Exchange Act of 1934 or the Trust Indenture Act of 1939 or the Louisiana blue sky law or, if such filing or registration is required, it has been done in full accordance with the referenced act or acts.

2. The legal opinions regarding enforceability of each document to which the Authority is a party or which provide security for the payment of the bonds should be addressed to the Authority.

3. The legal opinions regarding the all items of disclosure, including opinions from counsel to the underwriter, the borrower/beneficiary, any credit enhancer or guarantor and bond counsel, should be addressed to the Authority or, if not addressed to the Authority, a reliance letter stating that the Authority can rely on such opinion should be addressed to the Authority.

4. In a private placement, any opinion delivered to the bond purchaser by any counsel involved should also be addressed to the Authority or, if not addressed to the Authority, a reliance letter from counsel stating that the Authority can rely on the opinion addressed and delivered to the bond purchaser should be addressed to the Authority.

5. Any opinion delivered to the rating agency by any counsel involved should also be addressed to the Authority or, if not addressed to the Authority, a reliance letter stating that the Authority can rely on the opinion addressed and delivered to the rating agency should be addressed to the Authority.

ALL DOCUMENTS

1. All agreements to which the Authority is a party, including Bond Purchase Agreements, should be governed by the laws of the State of Louisiana and any venue designated for bringing suit should be Baton Rouge, Louisiana. This requirement should not apply to investment, repurchase, swap and similar agreements for which the designated governing law and venue are New York.

2. The rights a bond insurer, letter of credit bank, guarantor or other credit enhancer to consent and control under the bond documents should be limited to allow consent and control only so long as such bond insurer, letter of credit bank, guarantor or other credit enhancer is not in default in the performance of its obligations with respect to the bonds.

3. In the event that the Borrower or beneficiary, which is a party to the Loan Agreement, Bond Purchase Agreement or other document which provides reimbursement or indemnity to the Authority, is an entity that has no assets or few assets, but does have a general partner, member or parent with additional assets, the Authority should receive a reimbursement or indemnity guaranty from such general partner, member or parent.

CLOSING

1. Execution of documents: (i) for documents requiring one signature by the Authority, the Chairman or Executive Director will sign, (ii) for documents requiring two signatures by the Authority the Chairman or Executive Director will sign and the Executive Director or Secretary will attest.

2. Out-of-town closings may be held only with the Authority's approval. Documents executed by the Authority's Directors or officers will not be escrowed with parties other than representatives of the Authority prior to the Closing without the Authority's approval.

3. Refer to appropriate closing checklist.

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY**

POLICY FOR SALE OF REVENUE BONDS

The following policy (“Policy”) shall apply to revenue bonds of the Louisiana Local Government Environmental Facilities and Community Development Authority (“the Authority”) for the financing of non-governmental projects.

A. Terms of the Transaction.

1. The Authority revenue bonds to be sold to the public shall be (i) rated BBB/Baa (or equivalent) or better by a national rating agency, which rating may be based upon financial guaranty insurance, a letter of credit, a guaranty or other credit enhancement by an entity, the unsecured debt of which is rated BBB/Baa (or equivalent) or better by a national rating agency or (ii) payable from or secured by a loan pursuant to R.S. 33:4548.8M(1) to a participating political subdivision.

2. Revenue bonds that do not meet the conditions in 1 above (“Unrated Bonds”) may be sold to sophisticated investors as further described below.

B. Requirements for Unrated Revenue Bonds.

1. Bonds must be sold in their entirety to sophisticated investors. The purchaser of an Unrated Bond must execute an Investor Letter acceptable to the Authority and its counsel. The Investor Letter (a current form of which is available from the Authority) will be addressed to the Authority, the Authority’s counsel and the trustee.

2. Bonds must be in minimum denominations of \$100,000.

3. Whether or not the Unrated Bonds or the underlying loan shall be credit enhanced by a third party shall be determined by the purchaser of the Unrated Bonds.

4. There must be a trustee for the bondholders, identified by the borrower, which must be the trust department of a federally regulated financial institution.

5. Any transfer of an Unrated Bond must be in \$100,000 minimum denominations. The transferee of an Unrated Bond must execute an Investor Letter in the same form and substance as the Investor Letter executed by the original purchaser. The terms of the bond indenture shall require that no transfer of the Bonds be recognized prior to receipt by the trustee of such Investor Letter.

C. Exceptions to the Policy.

Any exception to this Policy must be approved by the Executive Committee prior to preliminary approval of an inducement resolution. In determining whether to approve any

exceptions, the Executive Committee shall review the report of the Executive Director regarding whether the Authority's interest are protected by the terms of such exception to this policy. The Executive Director may consult legal counsel prior to making such report to the Executive Committee.

LDA Policy regarding Investment Letters

Investment Letters. If bonds do not meet the either (i or (ii) described above with respect to the proposed rating policy, then an Investment Letter in the following form would be required to be delivered to the Authority by the bond purchaser. The form of Investment Letter is styled as a “traveling” letter, to be attached to the bond indenture, with provisions in the bond indenture requiring the delivery of an Investment Letter to the trustee and the Authority as a condition for registering the transfer of ownership of the bonds. Any exception to the terms of the Investment Letter requires advanced approval by the Executive Committee and any such exceptions will be approved only when there are strong justifications to do so.

FORM OF INVESTMENT LETTER

[Closing Date]

Louisiana Local Government Environmental
Facilities and Community Development Authority
Baton Rouge, Louisiana

[ISSUER'S COUNSEL]

[TRUSTEE]

RE: \$ _____ Louisiana Local Government Environmental Facilities and
Community Development Authority Revenue Bonds
(_____ Project) Series _____

Ladies and Gentlemen:

In consideration of the sale to the undersigned by the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer"), of \$ _____ in aggregate principal amount of the above-captioned bonds (the "Bonds"), the undersigned (the "Purchaser") hereby represents, warrants, covenants, and agrees as follows:

1. The Purchaser understands that it will not receive from the Issuer, [BORROWER/BENEFICIARY NAME] (the "Company"), [PROPERTY MANAGER] (the "Manager"), [PLACEMENT AGENT] (the "Placement Agent"), the Borrower's accountants, counsel for the Issuer, the Company, the Manager or the Placement Agent, [NAME], Bond Counsel, their governing bodies, their members or any of their officers, employees or agents any information with respect to the use of the proceeds of the Bonds and the Facilities as defined in the [Private Placement Memorandum/Limited Offering Statement] dated [DATE] with respect to the Bonds (the "Limited Offering Statement"), the Bonds themselves, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except information that (a) is contained in the Limited Offering Statement, including brief descriptions of the Indenture of Trust dated as of [DATE] (the "Indenture") and the form of Bond Placement Agreement dated [DATE], [LIST OTHER KEY DOCUMENTS], and in the other documentation executed in connection with the issuance of the Bonds, copies of which have been provided to us and reviewed by us prior to our purchase of the Bonds (the "Offering Information"), and (b) has been identified and specifically requested by the Purchaser in its sole discretion from the Company, its accountants or the Manager which has been provided to us and reviewed by the Purchaser prior to its purchase of the Bonds (the "Purchaser's Diligence Information").

2. (a) Neither the Issuer, the Company, the Manager, the Placement Agent, counsel for the Issuer, the Borrower's accountants, counsel for the Company, the Manager or the Placement Agent, Bond Counsel, their governing bodies, their members or any of their officers, employees or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the Facilities, the Issuer, the Company or the Manager, or their assets, businesses, circumstances, financial condition and properties, or regarding the Bonds, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Offering Information, except for any responsibility of [IDENTIFY SPECIFIC PARTIES] for the sections of the Limited Offering Statement entitled [IDENTIFY SPECIFIC SECTIONS WITH RESPECT TO SPECIFIC PARTY OR PARTIES HAVING RESPONSIBILITY THEREFOR].

(b) Neither the Issuer, its counsel, Bond Counsel, their governing bodies, their members nor any of their officers, employees, partners or agents will have any responsibility to the Purchaser for the accuracy or completeness of any Purchaser's Diligence Information obtained by the Purchaser from any source regarding the Bonds or the Company, the Manager or any parties related thereto, or their assets, businesses, circumstances, financial condition and properties.

(c) The Purchaser acknowledges that, as between the Purchaser and all of such parties: (i) it has assumed responsibility for obtaining such information and making such review as deemed necessary or desirable in connection with its decision to purchase the Bonds, and (ii) the Offering Information and the Purchaser's Diligence Information constitute all the information and, with the investigation made by us (including specifically our investigation of both the Company and the Facilities) prior to our purchase of the Bonds, review that we have deemed necessary or desirable in connection with our decision to purchase the Bonds.

3. The Purchaser has conducted its own investigation to the extent it deems necessary. The Purchaser has been offered copies of or full access to all documents relating to the issuance of the Bonds and all records, reports, financial statements and other information concerning the Company and the Facilities and pertinent to the source of payment for the Bonds which the Purchaser, as a reasonable investor, has requested and to which the Purchaser, as a reasonable investor, would attach significance in making investment decisions. The Purchaser has been afforded the opportunity to ask such questions of representatives of the Company as the Purchaser has deemed necessary in making its investment decisions; and the Purchaser has based its decision to invest in the Bonds solely on its own investigation, including, without limitation, its review of such documents, records, reports, financial statements and other information concerning the Company and the Facilities and discussions with representatives of the Company.

4. The Purchaser is either (a) a bank, registered investment company, insurance company or other "accredited investor" as defined in Rule 501 of Regulation D of the

United States Securities and Exchange Commission, or (b) described in paragraph 5. If described in this paragraph 4, the Purchaser is duly and validly organized under the laws of our jurisdiction of incorporation or organization, and the Purchaser can bear the economic risk of the purchase of the Bonds and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least \$1,000,000, or (ii) I had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, the Purchaser is a registered investment advisor purchasing the Bonds for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions the Purchaser has discretionary power. If described in this paragraph 5, the Purchaser has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2, and the investment company for which the Purchaser is purchasing the Bonds is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bonds.

6. The Bonds have been purchased for the account of the Purchaser for investment and not with a view to the distribution, transfer or resale of all or any portion of the Bonds or any grant of an equity, security or other interest therein. Further, except to the extent described in paragraph 5, the Purchaser is not an investment entity such that its purchase of the Bonds will have the effect of all or any portion of the Bonds, or any equity, security or other interest in the Bonds, being held by or on behalf of third-party investors. The Purchaser intends to hold the Bonds for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of the Bonds, or grant any equity, security or other interest in the Bonds at any particular time and understands that transfer of the Bonds is restricted pursuant to the terms of the Indenture. The Purchaser reserves the right at all times to sell or otherwise transfer the Bonds, or grant any equity, security or other interest in the Bonds upon registration of the Bonds under the 1933 Act (as defined below) or pursuant to an exemption from such registration of the Bonds available under the 1933 Act, provided that any such sale, transfer or disposition of all or any portion thereof, including any Transfer of Bond Interest (as defined in paragraph 7) or any equity, security or other interest therein, shall be subject to the terms and conditions of the Indenture, including but not limited to delivery by the acquiring party of an Investor Letter substantially similar to this Investor Letter and otherwise acceptable to the Issuer.

7. The Bonds have been purchased for the account of the Purchaser for its own investment with its own unencumbered funds. The Purchaser has not borrowed funds or pledged

any collateral (including, but not limited to, the Bonds) in connection with its purchase of the Bonds, and the Purchaser has not undertaken, has not agreed to undertake and the Purchaser does not have the intention of undertaking, any distribution, securitization, hypothecation, transfer, resale, pledge, collateralization or any other encumbrance on or disposal of the Bonds (or any portion thereof or interest therein) (any such action (whether before or after the purchase of the Bonds by the Purchaser) constituting a "Transfer of Bond Interest"). The Purchaser holds, and intends to hold, the Bonds for its own account and for an indefinite period of time and does not intend to take any action which could constitute a Transfer of Bond Interest. The Purchaser understands that any Transfer of Bond Interest is restricted pursuant to the terms of the Trust Indenture and this Investor Letter.

8. The Purchaser has not relied and will not rely on any action taken by the Issuer, including, but not limited to, issuance of the Bonds, as evidence that the Bonds comply with the provisions of any legislation. The Purchaser agrees that any government approval of the Bonds does not constitute a review or approval by any elected official or the State of Louisiana of the credit represented by the [TRUST ESTATE], nor any guaranty by an elected official or the State of Louisiana of repayment of the Bonds.

9. The Purchaser acknowledges that no credit rating has been, or will be, obtained with respect to the Bonds and the Bonds are a speculative investment and that there may be a high degree of risk in such investment.

10. The Purchaser acknowledges and represents that it has been advised that the Bonds are not registered under the Securities Act of 1933, as amended (the "1933 Act"), or any state securities laws and have not been approved by any federal or state securities agency or commission, and that the Issuer is not presently required to register under Section 12 of the Securities Exchange Act of 1934, as amended (the "1934 Act"). The Purchaser therefore realizes that, if and when the Purchaser wishes to resell the Bonds, there may not be available current business and financial information regarding security for the Bonds or the [TRUST ESTATE] under the Indenture. Further, no trading market now exists for the Bonds. Finally, the Purchaser understands that transfer of the Bonds is restricted pursuant to the terms of the Indenture and other sections of this Investor Letter, including, but not limited to, the requirement that the Bonds be transferred only in authorized denominations as provided in the Indenture, and the requirement that each purchaser or transferee of the Bonds sign an Investor Letter substantially identical to this letter and otherwise in form satisfactory to the Issuer prior to the date on which any such sale or transfer is to be completed. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the Bonds may not be possible or may be at a price below that which the Purchaser is paying for the Bonds.

11. The Purchaser acknowledges that the Bonds are special and limited revenue obligations of the Issuer and do not constitute an obligation, general or special, debt, liability, or

moral obligation of the State of Louisiana or any political subdivision thereof within the meaning of any constitutional or statutory provision whatsoever, and that neither the faith and credit nor the taxing power of the State of Louisiana or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The Purchaser acknowledges that the Bonds are not a general obligation of the Issuer and are payable solely from the amounts as provided by the Indenture. The Purchaser acknowledges that no covenant, stipulation, obligation, or agreement contained in the Indenture or the Bonds shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, agent, or employee of the Issuer in his or her individual capacity. The Purchaser acknowledges that neither the State of Louisiana nor any political subdivision thereof, except the Issuer, shall in any manner be liable for the performance of any agreement or covenant of any kind which may be undertaken by the Issuer and that no breach thereof by the Issuer shall create any obligation upon the State of Louisiana or any other political subdivision thereof. The Purchaser acknowledges that the Issuer's has no taxing power and the Issuer receives no funds from the State of Louisiana or any other governmental body which may be pledged for the payment of the Bonds.

12. The Purchaser will not offer, sell or otherwise dispose of all or any part of or interest in the Bonds, except (i) in full good-faith compliance with all applicable state and federal securities laws, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s), (iii) either under effective federal and state registration statements (which the Issuer is in no way obligated to provide) or pursuant to exemptions from such registrations, (iv) in authorized denominations as set out in the Indenture and (v) to a purchaser or transferee who agrees to sign an Investor Letter substantially identical to this letter and otherwise in form satisfactory to the Issuer.

13. The Purchaser has been informed by the Issuer and agrees that stop transfer notations may be made on the Bonds or any other documents evidencing ownership of the Bond to the effect that the Bonds has not been registered under the Securities Act of 1933 or the applicable state "Blue Sky" laws and that the Bonds may not be disposed of unless it is registered thereunder or is resold or otherwise disposed of pursuant to an exemption from such registration.

14. Anything in the Indenture or the Bonds to the contrary notwithstanding, it is expressly understood by the Purchaser that the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Purchaser as to the existence of any fact or state of affairs. All confirmations, affirmations, statements and provisions of the Purchaser in this Investor Letter are made solely and exclusively in connection with its purchase of the Bonds and are made for the benefit of the Issuer and Issuer's counsel and Bond Counsel. In no event shall any other party be entitled to rely in any way upon any such confirmation, affirmation, statement or provision.

15. This Investment Letter shall be binding upon the Purchaser, and the foregoing representations, warranties, covenants and agreements shall survive the execution and delivery to us of the Bonds and the instruments and documents contemplated thereby.

No persons other than the addressees of this letter shall be entitled to rely on the foregoing representations, warranties, covenants and agreements.

Very truly yours,

[PURCHASER]

By _____
Name _____
Title _____

