

PRELIMINARY AGREEMENT FOR THE ISSUANCE OF BONDS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This Agreement entered into as of the (a) _____ of (a) _____, 20____, by and between:

LOUISIANA PUBLIC FACILITIES AUTHORITY

a public trust and public corporation organized and existing by, under and pursuant to that one certain Indenture of Trust executed August 21, 1974 and the provisions of the Louisiana Public Trust Act, being La. R.S. 9:2341-2347 of 1950, as amended, and other applicable law, with its registered office at 2237 South Acadian Thruway, Suite 650, Baton Rouge, East Baton Rouge Parish, Louisiana, duly represented herein by its Chairman or Vice Chairman (the "Authority"),

and

(b) _____

a Borrower organized, existing, and qualified to do business under the laws of the State, with its principal place of business at (c) _____

represented herein by its Authorized Representative, (d) _____ (the "Borrower").

WITNESSETH:

I.

INTRODUCTION AND PRELIMINARY STATEMENT

Among the matters of mutual understanding which have resulted in the execution of this Agreement are the following:

A. The Authority is a public trust and public corporation of the State of Louisiana (the "State") established for the benefit of the State by a certain Indenture of Trust dated August 21, 1974,

(the "Indenture") and organized pursuant to the laws of the State, generally, but not exclusively, the Louisiana Public Trust Act, being La. R.S. 9:2341-2347 of 1950, as amended (the "Act"), and is duly constituted and authorized to incur debt and issue bonds, notes or other evidences of indebtedness in order to provide funds for and to fulfill and achieve its authorized public function and purposes of the Authority are to promote, encourage and further the accomplishment of all activities which are or may become of benefit to the State and which have a public purpose, including but not limited to, those activities listed on Attachment A-2 of this Agreement.

B. The Borrower desires that the Authority issue its special obligation revenue bonds (the "Bonds") to provide financing for the acquisition, construction and/or installation of a project that qualifies as an authorized public function or purpose of the Authority within the meaning of the Act and the Indenture, and more fully described as the financing of the project for the aggregate principal not to exceed amount described in Attachment A-1 attached hereto (the "Project"). The Bonds to be issued by the Authority under the Act shall be in aggregate amount sufficient to pay all or a portion of the costs of the Project and all costs of the Authority issued in connection with the issuance of the Bonds.

C. The Borrower has determined that the costs of the Project will not exceed the amount shown in Attachment A-1 inclusive of issuance costs.

D. The Borrower has requested the Authority to enter into this Agreement for the purpose of declaring the Authority's intention to provide financing through the issuance of Bonds to pay all or a portion of the cost of the Project, subject to the terms and conditions set forth herein.

E. This Agreement is executed to induce the Borrower to proceed with the necessary actions in order to facilitate the timely financing of the Project; to evaluate the financial feasibility of the Project; to assure the Borrower, prior to the issuance of the Bonds by the Authority, that the Authority will, in accordance with and subject to the provisions of this Agreement, the Indenture, the Act and the rules of the Louisiana State Bond Commission, issue the Bonds to cover costs so incurred by the Borrower in connection with the Project, including such costs incurred by the Borrower prior to the issuance of the Bonds.

F. The Authority has determined that the Project and the financing of all or a portion of the costs associated therewith and the issuance of the Bonds by the Authority will be in furtherance of authorized public functions and purposes of the Authority as set forth in the Act and the Indenture creating the Authority.

G. The Authority has indicated its willingness to proceed with and effect such financing subject to due compliance with the requirements of law and the obtaining of all necessary consents and approvals and to the happening of all acts, conditions and things required precedent to such financing and the Authority will issue and sell its special obligation revenue bonds or notes in an aggregate principal amount sufficient to pay the cost of financing the Project, together with the costs incident to the Project and costs of authorization, sale and issuance of the Bonds.

H. The Authority intends this Agreement and the Resolution of the Authority authorizing its execution to constitute its affirmative official intent towards the issuance of its revenue bonds, subject to the terms and conditions hereof, in accordance with the laws of the State and the U.S. Treasury Department Regulations Section 1.150-2.

II.

UNDERTAKINGS AND OBLIGATIONS ON THE PART OF THE AUTHORITY

Subject to the terms and conditions hereof and in accordance with and subject to the limitations of the Act, the Indenture, and the requirements of the Authority for the issuance of bonds, the Authority agrees as follows:

A. Subject to due compliance with the requirements of the Authority and law and the obtaining of all necessary consents and approvals and to the happening of all acts, conditions and things required precedent to such financing, the Authority will authorize or cause to be authorized the issuance and sale of, and will issue, sell, or place the Bonds pursuant to the terms of the Act and the Indenture in a principal amount or amounts sufficient to pay the aggregate cost of financing the Project, together with costs incident to the authorization, sale and issuance of the Bonds being presently estimated to be not in excess of the amount shown in Attachment A-1. This authorization shall include any modifications as to scope of the Project or not to exceed amounts as may be approved by the Authority's Board of Trustees from time to time.

B. The Authority will, at the proper time and subject in all respects to the prior advice, consent and approval of the Borrower, adopt such proceedings and advisable for the authorization, sale and issuance of the Bonds and the acquisition and construction of the Project, all as shall be authorized by the Act and mutually satisfactory to the Authority, the Borrower and the purchasers of the Bonds. The issuance of the Bonds by the Authority in connection with the Project does not directly or indirectly obligate the State or any political subdivision thereof to provide any funds for the payment of the Bonds. The Bonds to be issued shall not constitute or create a debt, general or special, liability, or moral obligation of the State or any subdivision thereof within the meaning of the Constitution or statutes of the State and shall never constitute or create a charge against or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof. Neither the State nor any political subdivision thereof shall in any manner be liable for the payment of the principal of and interest on the Bonds so issued or for the performance of any agreement or pledge of any kind which may be undertaken by the Authority. No breach by the Authority of any pledge or agreement shall create any obligation upon the State or any political subdivision thereof, including any charge against its credit or taxing power. The Authority has no taxing power. The Bonds issued shall be in such aggregate principal amount, bear interest at such rate or rates, be payable at such times and places, be in such forms and denominations, be sold at such time or times, have such provisions for redemption, be executed, and be secured as shall be provided by the Authority's resolution authorizing the issuance of the Bonds and the major financing documents related thereto, all in accordance with the Act.

C. In connection with the issuance and sale of the Bonds, the Authority proposes to enter into a lease and sub-lease, a sale and lease, an act of credit sale with vendor's lien and first mortgage, loan agreement and/or other financing agreements (the "Financing Agreements"). The Financing Agreements shall provide that the aggregate basic rental or other payments due by the Borrower shall be only such sums as shall be necessary to pay the principal of, premium, if any, and interest on the Bonds and related or necessary annual expenses, including the Authority's Annual Administrative Fee, as and when the same shall become due and payable.

D. The Authority will issue the Bonds under a bond trust indenture entered into by the Authority with a trustee bank to be designated by the Borrower and subject to the approval of the Authority.

E. The Authority may require in connection with the financing title insurance covering the properties. The costs incurred in connection with the title insurance may be subject to the approval of the Authority.

F. In authorizing the issuance of the Bonds pursuant to this Agreement, the Authority makes no warranty, either express or implied, that the proceeds of the Bonds will be sufficient to pay the cost of the Project or that the Project will be suitable for the Borrower purposes or needs. The Borrower will agree that should the cost of the Project exceed the amount of the Bond proceeds, the Borrower will nonetheless complete the Project and shall not be entitled to any reimbursement for any excess either from the Authority, the Bondholders or the Trustee Bank.

III.

UNDERTAKINGS AND OBLIGATIONS OF THE BORROWER

Subject to the conditions hereinabove and hereinafter set forth, the Borrower agrees to and shall undertake the following:

A. The Borrower, or a "related person" (as defined in Section 147(a) of the Internal Revenue Code of 1986, as amended), will be the beneficiary of the financing.

B. The Borrower shall generally arrange for, manage, and carry out the construction, equipping and installation of the Project and will use reasonable efforts to find one or more purchasers for the Bonds upon said terms and conditions as shall be mutually acceptable to the Authority and the Borrower.

C. The Borrower shall cooperate with the Authority in making arrangements for the sale and issuance of the Bonds in the aggregate principal amount not to exceed the amount shown in Attachment A-1 and to the extent that the proceeds derived from the sale of the Bonds are not sufficient to complete the Project, the Borrower shall supply all additional funds necessary for the completion of the Project.

D. The Borrower submits with the signing of this Preliminary Agreement, the non-refundable Financing Application Fee of \$500.00. This Agreement will, at the sole option of the Authority, be null and void in the event said financing Application Fee is not received within thirty (30) days of the date of the Authority's inducement resolution referred to in Section I(H) hereinabove. No further action will be taken on the development of the Project until said Fee is received.

E. At Closing, the Borrower agrees to (i) pay the Authority a Financing Acceptance Fee of 0.05% of the face amount of the Bonds issued for the Project less the Financing Application Fee and (ii) reimburse the Authority for all out of pocket expenses incurred by the Authority in connection with the issuance of the Bonds.

F. The Authority will be authorized to charge an Annual Administrative Fee equal to 1/10th of 1% of the face value of the amount of the Bonds outstanding on January 1 of each year. This Fee may be used for the purpose of paying general administrative and related expenses of the Authority, but shall not include Trustee and paying agent fees and expenses and any extraordinary expenses of the Authority directly or indirectly related to the Project incurred subsequent to the issuance and delivery of the Bonds. Borrower acknowledges that this Annual Administrative Fee is a direct obligation of the Borrower and that Borrower's failure to pay said fee will be an event of default under the Bonds.

G. The Borrower shall hold the Authority free and harmless of and from any loss or damage and of and from any taxes levied or assessed by reason of the financing transaction contemplated by this Agreement.

H. The Borrower shall engage a nationally recognized firm that is approved by the Authority to prepare the independent financial feasibility study for the Project if such a requirement is imposed by the Authority or the Louisiana State Bond Commission as a requirement for the approval of the Project and sale of the Bonds and shall pay all expenses associated therewith; provided, however, that these expenses may be reimbursed from the proceeds of the sale of the Bonds to the extent allowed by law.

I. Prior to the delivery of the Bonds, the Borrower will enter into Financing Agreements with the Authority under the terms of which the Borrower will obligate itself to (i) complete the construction and installation of the Project (ii) pay to the Authority sums sufficient in the aggregate to pay the principal of and interest and redemption premium or prepayment penalty, if any, on the Bonds, note or notes as and when the same shall become due and payable, (iii) pay all fees and expenses of the Trustee Bank incurred under any Bond Indenture or other Financing Agreement and (iv) pay all expenses of the Authority on an annual basis incurred subsequent to the delivery of the Bonds, such agreement to contain such other provisions as may be required by law and such other provisions as shall be mutually acceptable to the Authority and the Borrower.

J. In lieu of tax payments will be made as shall be required by the Authority and such governing bodies responsible for assessing taxes in the Parish and/or municipality where the Project will be located and as permitted by law.

K. The Borrower shall take such further action and adopt such proceedings as may be required by the Authority, its Special Counsel and Bond Counsel to implement its undertakings and obligations hereunder and to facilitate the completion of the Project and the issuance of the Bonds by the Authority.

L. The Borrower agrees (i) to protect and insulate the Authority, Board of Trustees, and the members individually and the Authority's staff, from any and all financial responsibility or liability whatsoever with respect to the Project and the financing thereof and (ii) to indemnify, defend and hold the Authority and the aforesaid other parties harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the construction, equipping and operation of the Project. Such indemnity shall be suspended by a similar indemnity in the Financing Agreements and in the event the Bonds are not delivered, said indemnity shall extend to causes of action arising prior or subsequent to the termination of this Agreement.

M. The Borrower will pay the out-of-pocket expenses of the Authority and the Borrower will also pay the fees for legal services of Bond Counsel, Special Tax Counsel, if required, and Special Counsel to the Authority related to the Project, which fees shall be payable as provided in Article IV hereof.

IV.

GENERAL PROVISIONS

A. Since it is possible that the financing, acquisition and equipping of the Project will, in part, commence prior to the sale of the Bonds by the Authority and the Borrower knows and acknowledges that the Authority will have no funds available to finance the costs of the Project other than those derived from the sale of the Bonds and the payment of the initial advance to the Authority required to be paid by the Borrower to set forth hereinabove, the Borrower agrees to advance from time to time all funds necessary in connection with the Project, and such funds when so advanced shall be deemed funds advanced on behalf of the Authority. To the extent that the net proceeds derived from the sale of the Bonds are sufficient for such purpose, the Authority agrees to repay from such net Bond proceeds to the Borrower all funds so advanced promptly upon the sale and delivery of the Bonds.

B. The Authority agrees that, where appropriate and in accordance with the general laws of the State, the Borrower shall act as an agent for the Authority for the performance of all functions incident to the Project.

C. The Authority and the Borrower shall agree on mutually acceptable terms and conditions for the Bonds and the delivery thereof and the contracts and other agreements required in connection with the Project.

D. The Borrower and the Authority shall cooperate in obtaining any rulings from the Internal Revenue Service or the Securities and Exchange Commission with respect to such matters, the Bonds, the Project, the Financing Agreements, the lease or leases and other financing documents as shall be required by Bond Counsel to the Authority.

E. Such other rulings, approvals, consents, certifications of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Borrower and to the Authority as to such matters with respect to the Bonds, the Project, the lease or leases, and other financing documents, as shall be obtained from such governmental as well as non-governmental agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and the Project and the same shall be in full force and effect at the time of the issuance of the Bonds.

F. The Borrower agrees that, prior to the financing of the Project by the Authority and the issuance of the Bonds, the Borrower will maintain its legal existence and will not dissolve or otherwise dispose of all or substantially all of its assets.

G. So long as this agreement is in effect, all risks of loss to the Project shall be borne by the Borrower. The Borrower shall obtain and maintain such insurance, including, but not limited to, builder's risk insurance, general liability insurance and other such insurance as is customarily required on this type of project.

H. The Authority shall not be liable for and the Borrower does hereby indemnify and hold the Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project, including all costs and expenses arising out of such loss, damage, injury or death.

I. The Borrower does hereby indemnify the Authority for all expenses, costs and obligations incurred by the Authority, in connection with the Project under the provisions of this Agreement, to the end that the Authority will not suffer any out-of-pocket losses as a result of its performance of any of its undertakings or obligations herein contained. Any pecuniary liability or obligation of the Authority hereunder shall be limited solely to the payment received by the Authority from the Borrower and to monies derived from any financing related to the Project and nothing contained in this Agreement shall ever be construed to constitute a personal or pecuniary liability or charge against the general credit of the Authority or against any Trustee or any officer, employee, or professional consultant or advisor to the Authority, and in the event of a breach of any undertaking on the part of the Authority, and in the event of a breach of any undertaking on the part of the Authority contained in this Agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general funds of the Authority shall arise therefrom.

J. Upon the delivery of the Bonds, the provisions of this Agreement shall have no further effect, except with respect to the indemnity granted to the Authority herein, including but not limited to the indemnity granted by Sections III(G), III(L), IV(H), and IV(I) hereof, and, in the event of any inconsistency between the terms of the Agreement and the terms of the Financing Agreements or any guaranty agreement(s) and trust instrument(s) securing the Bonds, the provisions of the Financing Agreements and the guaranty agreement(s) shall control.

K. It is recognized, found and determined that a real necessity exists for the employment of bond counsel in connection with the issuance of the Bonds and, accordingly, bond counsel will be selected by the Authority to do and to perform comprehensive, legal and coordinate professional work with respect to the issuance and sale of the Bonds. Bond counsel shall (i) prepare and submit to the Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds, (ii) counsel and advise the Authority with respect to the issuance and sale of the Bonds and (iii) furnish their opinion covering the legality of the issuance thereof. The fees to be paid Bond counsel shall be an amount based on the Attorney General's then current Bond Counsel Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, said fee to be payable out of an administrative expense fee established and charged by the Authority for costs related to the issuance of the Bonds, subject to the Attorney General's written approval of said employment and fee.

L. It is hereby further found and determined that a real necessity exists for the employment of local counsel to the Authority in order to supervise the issuance of the Bonds and, accordingly, local counsel will be selected by the Authority for such purposes. The fee to be paid for such services shall be computed at an hourly rate not exceeding the amount provided by the guidelines for such services as approved by the Attorney General of the State of Louisiana, plus out-of-pocket expenses. The fee herein described shall be payable out of an administrative expense fee established and charged by the Authority for costs related to the issuance of the Bonds, subject to the Attorney General's written approval of said employment and fee.

M. It is recognized and agreed that the Borrower may exercise its rights hereunder and perform its obligations hereunder through or in conjunction with a wholly owned subsidiary or other related person as defined in Section 147(a) of the Internal Revenue Code of 1986, as amended, and all references herein to the Borrower shall be deemed to include the Borrower acting directly through itself or with any wholly owned subsidiary or other related person.

N. All terms, conditions, covenants and agreements herein contained by and on behalf of the Authority and the Borrower shall bind and inure to the benefit of the respective successors and assigns of the Authority and the Borrower whether so expressed or not.

O. The Term of this Agreement shall expire and this Agreement may be canceled and the Preliminary Approval actions rescinded by the Board of Trustees unless the following events shall have occurred not later than two (2) years from the date hereof, or such other later date as shall be mutually satisfactory to the Authority and the Borrower:

- 1) The Authority and the Borrower shall have agreed on mutually acceptable terms for the Bonds and of the sale and delivery thereof and mutually acceptable terms and conditions of the agreements and documents referred to in herein.
- 2) Such other orders, rulings, approvals, consents, certificates or opinions or counsel as to such matters with respect to the Bonds, the Project, the Finance Agreement, any guaranty agreement(s) and trust instrument(s) securing the Bonds shall be obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and to the Project, and shall be in full force and effect at the time of the issuance of the Bonds.

If the events set forth in this paragraph do not take place within the time set forth or any extension thereof, it is agreed that this Agreement may be canceled at the option of the Authority or the Borrower to be evidenced in writing, in which event neither party shall have any rights against the other party except the Borrower will reimburse the Authority for all reasonable and necessary direct out-of-pocket expenses which the Authority may incur arising from the execution of the Agreement and the performance by the Authority of its obligations hereunder; provided; however, that the indemnity provided for in this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day, month and year first above written.

ATTEST:

LOUISIANA PUBLIC FACILITIES AUTHORITY

Assistant Secretary

BY: _____
(Vice) Chairman

WITNESSES:

(e) _____

(g) _____

BY: (f) _____
Name:
Title:

(g) _____