

2005-0201

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(BOND COUNSEL)

ORDINANCE NO.05-8-1
FOURTH SUPPLEMENTAL ORDINANCE

A Fourth Supplemental Ordinance amending and supplementing an ordinance (the "General Bond Ordinance") adopted on September 19, 1988; providing for the issuance and sale of Public Improvement Refunding Bonds, Series ST-2005, of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to the General Bond Ordinance; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; accepting an appropriate offer for the purchase of the Bonds; approving the Official Statement; and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council, acting as the governing authority of the Issuer (the "Governing Authority"), adopted an ordinance on September 19, 1988 (the "General Bond Ordinance"), authorizing the issuance from time to time of Sales Tax Revenue Bonds of the Issuer on the terms and conditions set forth in the General Bond Ordinance; and

WHEREAS, the General Bond Ordinance provides that the details of the Bonds of each Series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the Issuer authorizing the issuance of such Series of Bonds, subject to the terms, conditions and limitations established in the General Bond Ordinance; and

WHEREAS, the Issuer presently has outstanding the following described sales tax bonds (the "Outstanding Bonds") which are payable from a pledge and dedication of the revenues of the Tax (hereinafter defined), viz:

\$9,490,000 of Public Improvement Bonds, Series ST-1996 (the "1996 Bonds"), maturing on December 1 of the years 2005 through 2010, inclusive, bearing interest at 4.90%, 5.00%, 5.20%, 5.20%, 5.25% and 5.30% per annum, authorized by virtue of the General Bond Ordinance, as supplemented by the Third Supplemental Ordinance adopted by the governing authority of the Issuer on December 18, 1995;

WHEREAS, the Issuer has no other outstanding indebtedness payable from the net revenues of the Tax and the Issuer has authority to issue additional bonds under the terms and conditions provided in the General Bond Ordinance; and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the 1996 Bonds which mature December 1 of the years 2006 through 2010, inclusive, (the "Refunded Bonds"), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Sub-Part F, Part III, Chapter 4 and Chapter 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Fourth Supplemental Ordinance to authorize the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) principal amount of its Bonds to be the fourth issue of such bonds issued under the General Bond Ordinance and to be designated "Public Improvement Refunding Bonds, Series ST-2005 (the "Series 2005 Bonds") for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996 and paying their costs of issuance, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, it is necessary to provide for the defeasance of the December 1, 2005 maturity of the Outstanding Bonds (the "2005 Maturity"); and

WHEREAS, it is further necessary to provide for the application of a portion of the proceeds of the Series 2005 Bonds to the refunding of the Refunded Bonds and to provide for other matters in connection with the payment or redemption of the Refunded Bonds; and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in Exhibit A hereto and the 2005 Maturity, and to provide for the call for redemption of the Refunded Bonds, pursuant to Notices of Defeasance and Call for Redemption; and

WHEREAS, it is necessary that this Parish Council, as the governing authority of the Issuer, prescribe the form and content of an Escrow Deposit Agreement providing for the payment of the principal, premium and interest of the Refunded Bonds and the 2005 Maturity and authorize the execution thereof as hereinafter provided; and

WHEREAS, the Issuer desires to sell the Bonds to the purchasers thereof and to fix the details of the Bonds and the terms of the sale of the Bonds;

WHEREAS, this Governing Authority has determined that all the terms and conditions specified in this Fourth Supplemental Ordinance for the issuance of the Bonds have been or will be complied with prior to the delivery of the Bonds; and

WHEREAS, this Governing Authority has investigated the operating history and the revenues collected from the levy and collection of the Tax, and has determined that the estimated revenues to be derived from the Tax in calendar year 2005 will be at least the sum of \$9,000,000, which is greater than five times the highest combined principal and interest requirements for any succeeding fiscal or calendar year period on the proposed Bonds; and

WHEREAS, the maturities on the Bonds have been arranged so that the total amount of principal and interest falling due in any year on the Bonds will never exceed 75% of the proceeds of the Tax estimated to be received by the Issuer in calendar year 2005; and

WHEREAS, the sale and issuance of the Bonds has been approved by the Louisiana State Bond Commission;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of said Parish:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in this Third Supplemental Ordinance which are defined in an ordinance (the "General Bond Ordinance") adopted by this Parish Council on September 19, 1988, entitled: "An ordinance authorizing the issuance from time to time of Public Improvement Sales Tax Bonds of the Parish of St. Charles, State of Louisiana, payable from the proceeds of the one percent (1%) sales and use tax authorized by Proposition at an election held on July 16, 1988, prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and for the rights of the registered owners thereof" shall have the same meanings as are assigned to them in the General Bond Ordinance. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the General Bond Ordinance and of this Fourth Supplemental Ordinance or of any ordinance or other instrument amendatory thereof or supplemental thereto have the following meanings:

"Act" shall include, in addition to those sections listed in the General Bond Ordinance, Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Bonds" or "Series 2005 Bonds" shall mean \$7,170,000 of Public Improvement Refunding Bonds, Series ST-2005, authorized by the General Bond Ordinance and this Fourth Supplemental Ordinance.

"Debt Service Reserve Fund Requirement" The Reserve Fund Requirement shall mean a sum equal to the lesser of (i) 10% of the proceeds of the Bonds and any issue of additional parity bonds, (ii) the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds and any issue of additional parity bonds hereafter issued in the manner provided by the General Bond Ordinance or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Bond Year on the Bonds and any additional parity bonds.

"Escrow Agent" shall mean J.P. Morgan Trust Company, National Association, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

"Escrow Agreement" shall collectively mean the Escrow Deposit Agreement dated as of September 14, 2005, between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which are incorporated herein by reference.

"Executive Officers" shall mean collectively the Parish President, Secretary and Director of Finance of the Issuer.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Insurer" shall mean AMBAC Assurance Corporation, or any successor thereto.

"Municipal Bond Insurance Policy" shall mean the municipal bond new issue insurance policy issued by the Insurer that guarantees payment of principal of and interest on the Bonds.

"Paying Agent" shall mean J. P. Morgan Trust Company, National Association.

"Purchaser" shall mean Morgan Keegan & Company, Inc., of New Orleans, Louisiana.

"Refunded Bonds" shall mean the Issuer's outstanding \$8,105,000 of Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

"Supplemental Ordinance" shall mean this Fourth Supplemental Ordinance as the same may be supplemented or amended hereafter.

"Tax" shall mean the 1% sales and use tax authorized at an election held in the Parish of St. Charles on July 16, 1988.

"2005 Maturity" shall mean the December 1, 2005 maturity of the Public Improvement Bonds, Series ST-1996.

Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Supplemental Ordinance: (i) all references to a particular section, paragraph or subdivision of the General Bond Ordinance or this Supplemental Ordinance, as the case may be, are to the corresponding section, paragraph or subdivision of the General Bond Ordinance only, or this Supplemental Ordinance only, as the case may be; (ii) the terms "herein", "hereunder", "hereby", "hereto", "hereof", and any similar terms, refer to this Supplemental Ordinance only, and to this

Supplemental Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; (iii) the terms "therein", "thereunder", "thereby", "thereto", "thereof", and any similar terms, refer to the General Bond Ordinance, and to the General Bond Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; and (iv) the term "heretofore" means before the time of effectiveness of this Supplemental Ordinance and the term "hereafter" means after the time of the effectiveness of this Supplemental Ordinance.

SECTION 2. Interpretation. In this Supplemental Ordinance, unless the context otherwise requires, (a) words importing persons include firms, associations and corporations, (b) words importing the singular include the plural and vice versa and (c) words of the masculine gender shall be deemed and considered to include correlative words of the feminine and neuter genders.

SECTION 3. Authorization and Designation and Escrow Deposit Agreement. (a) Pursuant to the provisions of the General Bond Ordinance, this Supplemental Ordinance and the Act, there is hereby authorized the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) principal amount of Series 2005 Bonds of the Issuer to be designated "Public Improvement Refunding Bonds, Series 2005", for the purpose of refunding the Refunded Bonds and paying their costs of issuance. The Series 2005 Bonds shall be special obligations of the Issuer payable solely from the avails or proceeds of the Tax, subject only to the payment of the reasonable costs and expenses of collecting and administering the Tax, shall be entitled, pursuant to and in accordance with the General Bond Ordinance, to the pledge and lien created thereby and shall be otherwise entitled to the security and benefits thereof.

(b) A portion of the proceeds of the Bonds, together with other available moneys of the Issuer, shall be deposited at delivery of the Bonds in an escrow account in the form of Government Securities plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for the payment of the principal of, premium, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 16 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities, and funds so escrowed in accordance with the provisions of the Escrow Agreement.

(d) The Escrow Agreement is hereby approved by the Issuer, and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or completions deemed appropriate by such Executive Officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest

on the Refunded Bonds from the special trust funds created under the Escrow Agreement shall be strictly observed and followed in all respects.

(e) The Issuer does hereby find that since substantial benefits will accrue from the insurance of the Bonds, the Bonds are being insured by the Insurer and an appropriate legend shall be printed on the Bonds as evidence of such insurance. The cost of the Municipal Bond Insurance Policy shall be paid by the Issuer from the proceeds of the Bonds.

SECTION 4. Principal Amount and Type. The Series 2005 Bonds shall be issued in the aggregate original principal amount of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000), said Bonds being issuable as fully registered Current Interest Serial Bonds.

SECTION 5. Denominations, Dates, Maturities and Interest. The Bonds shall be dated September 14, 2005, shall be in the denomination of \$5,000 or any integral multiple thereof within a maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent interest date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing December 1, 2005, at the following rates of interest per annum, and shall mature on December 1 of each of the years and in the aggregate principal amounts set forth below:

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2006	\$1,330,000	3.25%
2007	1,375,000	3.50%
2008	1,430,000	3.50%
2009	1,490,000	3.25%
2010	1,545,000	3.50%

SECTION 6. Redemption. The Bonds shall not be callable prior to their stated dates of maturity.

SECTION 7. Application of Proceeds of Series 2005 Bonds. (a) There shall be deposited irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Series 2005 Bonds, together with additional moneys of the Issuer, as will enable the Escrow Agent to pay the interest through the respective redemption dates and to redeem all of the Refunded Bonds as provided in the Escrow Agreement. The remaining proceeds of the issue shall be retained by the Issuer and for paying the costs of issuance. There shall also be deposited in accordance with the provisions of the Escrow Agreement from tax revenues or other available funds, sufficient moneys to provide for the payment of the 2005 Maturity on December 1, 2005.

(b) There shall also be deposited or retained in the ST-1996 Sales Tax Bond Sinking Fund and exclusive of the amount equal to the Debt Service Reserve Fund Requirement which shall

be retained in the Reserve Fund as provided by Section 5.03 of the General Bond Ordinance and Section 20 hereof, shall be retained by the Issuer in a special fund to be used solely for the purpose for which the Series 2005 Bonds are issued and for the payment of the costs of issuance.

SECTION 8. Execution and Form of Bonds. The Bonds and the endorsements to appear on all such Bonds issuable hereunder shall be, respectively, substantially in the form set forth in Exhibit C hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by law or by the General Bond Ordinance, as amended and supplemented by this Supplemental Ordinance and as may be amended and supplemented by any ordinance. The Series 2005 Bonds shall be lettered "R" and shall be numbered separately from 1 upward.

SECTION 9. Paying Agent; Appointment and Acceptance of Duties. The initial Paying Agent for the Bonds shall be J.P. Morgan Trust Company, National Association. The Bonds shall be paid in the medium of payment as provided in Section 3.03 of the General Bond Ordinance. The Paying Agent may be removed at any time, at the request of the Insurer, for any breach of trust. The Issuer shall enter into an agreement with any paying agent setting forth provisions relating to said paying agent's appointment. Said agreement shall provide that the Insurer shall receive prior written notice of any paying agent resignation. Every successor Paying Agent appointed shall be a trust company or bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to the Insurer. Any successor Paying Agent, if applicable, shall not be appointed unless the Insurer approves such successor in writing. Notwithstanding any other provisions of the General Bond Ordinance or this Supplemental Ordinance, no removal, resignation or termination of the Paying Agent shall take effect until a successor, acceptable to the Insurer, shall be appointed.

SECTION 10. Escrow Agent; Appointment and Acceptance of Duties. The Escrow Agent is hereby appointed to serve as escrow agent for the Refunded Bonds. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering an Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 11. Sale of the Bonds. The Bonds are hereby awarded to and sold to the Purchaser at a price of \$7,132,167.18 [representing the par amount of the Bonds (\$7,170,000), plus original issue premium of \$53,017.55, minus Underwriters's Discount (0.900%) of \$(64,530.00) and minus the allowance for insurance premium of (\$26,320.37) plus accrued interest, if any,] and under the terms and conditions set forth in the Bond Purchase Agreement (hereinafter defined), and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser or their agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Bond Purchase Agreement dated August 1, 2005, in substantially the form attached hereto as Exhibit D is hereby approved and the Executive Officers are hereby authorized, empowered and directed to execute the Bond Purchase Agreement on behalf of the Issuer and deliver or cause to be executed

and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement the Bond Ordinance or to facilitate the sale of the Bonds.

SECTION 12. Supplemental Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall be the registered owners of the same from time to time, the provisions of this Supplemental Ordinance shall be a part of the contract of the Issuer with the owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer, the Paying Agent and the owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by and on behalf of the Issuer shall be for the benefit, protection and security of the owners of any and all of the Bonds.

SECTION 13. Arbitrage Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings of the United States of America, or (ii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, from time to time amended, or any successor provision thereto.

SECTION 14. Continuing Disclosure. Pursuant to 17 CFR 240.15c2-12 (the "SEC Continuing Disclosure Rules") the Issuer covenants and agrees for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of the events enumerated in Section (b)(5)(I)(C) of the SEC Continuing Disclosure Rules, if material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), and with the Louisiana State Information Depository ("Louisiana SID"), if any. Any notices of material events shall be filed with each NRMSIR or with the Municipal Securities Rulemaking Board ("MSRB"), and with the Louisiana SID, if any. The specific nature of the information to be contained in the Annual Report or the notice of material events shall be as more fully set forth in the Continuing Disclosure Certificate attached to the Official Statement, as the same may be amended from time to time in accordance with its terms. Failure to comply with the SEC Continuing Disclosure Rules shall not constitute an "event of default" under Section 10.01 of the General Bond Ordinance, however any of the owners of the Bonds may take such action or exercise such remedies as may be provided by law to enforce the obligations of the Issuer under the Continuing Disclosure Certificate.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section, including, without limitation, the Continuing Disclosure Certificate in substantially the form attached to the Official Statement.

SECTION 15. Official Statement. On behalf of the Issuer, this Governing Authority does hereby approve the Official Statement prepared and distributed in connection with the sale of the Bonds and further declares that the information contained therein is true and correct to the best of its knowledge and belief; that due diligence has been exercised in the preparation of said Official Statement; that said Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact; that the information contained therein has been obtained from sources which are believed to be reliable and that this Governing Authority has no reason to believe that any material fact contained therein is untrue or any material fact has been omitted in effecting the purpose of the Official Statement to constitute a due diligence disclosure of all material information in connection with offering the Bonds for sale and reflecting the security for the payment thereof.

The Executive Officers be and the same are hereby authorized and directed to review the information contained in said Official Statement and certify, if true, on the date of delivery of the Bonds that no adverse happenings have occurred and that there have been no relevant or material changes in the information contained in said Official Statement since the date of the sale of the Bonds which affect the Bonds or the security for their payment.

SECTION 16. Call for Redemption. Subject only to the delivery of the Bonds, \$8,105,000 principal amount of the Issuer's Public Improvement Bonds, Series ST-1996, consisting of all of outstanding bonds of that issue maturing December 1, 2006 to December 1, 2010, inclusive, are hereby called for redemption on December 1, 2005 at the principal amount thereof, plus a premium equal to one percent (1%) of the principal amount of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the Third Supplemental Ordinance authorizing their issuance.

SECTION 17. Notice of Redemption. (a) In accordance with the General Bond Ordinance and the Third Supplemental Ordinance authorizing the issuance of the Series 1996 Bonds, a notice of redemption in substantially the form attached hereto as Exhibit E, shall be given by the paying agent/registrars for the Refunded Bonds by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Refunded Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the paying agent/registrars for the Refunded Bonds.

SECTION 18. Publication of Ordinance. A copy of this Supplemental Ordinance shall be published immediately after its adoption in the official journal of the Issuer.

SECTION 19. Debt Service Reserve Fund Requirement. The General Bond Ordinance is hereby amended so the definition of Debt Service Reserve Fund Requirement hereafter will read as it appears in the Definitions set forth in Section 1 hereof.

SECTION 20. Payment into Various Funds. (i) On the 20th day of each month, commencing September 1, 2005, there shall be paid from the Sales Tax Fund into the Sinking Fund, during the period September 1, 2005 through November 30, 2005, a sum equal to ½ of the interest falling due on December 1, 2005 and (ii) thereafter, a sum equal to one-sixth of the interest falling due on the Bonds on the next Interest Payment Date and one-twelfth (1/12) of the principal falling due on the on the next principal payment date together with such additional proportionate sum as may be required to pay said principal and interest as the same becomes due and payable. The payments required herein shall be in addition to all payments required to be made by the Issuer pursuant to the General Bond Ordinance and the First, Second and Third Supplemental Ordinances.

Upon delivery of the Bonds, proceeds thereof shall be deposited into the Reserve Fund in an amount, which when added to funds presently therein, shall equal the Debt Service Reserve Fund Requirement.

SECTION 21. Filing of Ordinance. A certified copy of this Supplemental Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of St. Charles, Louisiana.

SECTION 22. Employment of Bond Counsel. It is recognized by this Governing Authority that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds and accordingly the employment of Foley & Judell, L.L.P., of New Orleans, Louisiana, as special bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work with respect to the issuance and sale of the Bonds, is hereby ratified and confirmed. The fees to be paid said attorneys shall be in accordance with the Attorney General's Guidelines for Fees and Services of Bond Attorneys, which fee for special bond counsel shall not exceed the amount calculated in accordance with the Attorney General's Guidelines for Comprehensive Legal Services in the issuance of revenue bonds, plus actual out-of-pocket expenses incurred in connection with the issuance of the Bonds. The fees herein described shall be payable directly to special bond counsel by the Director of Finance of the Issuer from the funds derived from the sale of said Bonds. Bond Counsel shall also assist in the preparation of an Official Statement containing detailed and comprehensive financial and statistical data required with respect to the sale of the Bonds and the costs of the preparation, printing and distribution of such official statement shall be paid from the proceeds of the Bonds. Said Official Statement may be submitted to such nationally recognized bond rating service or services as may be recommended by bond counsel, together with a request that an appropriate rating be assigned. A certified copy of this Bond Ordinance shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 23. Bond Insurance Language.

Notices to be Given to Insurer. While the Municipal Bond Insurance Policy is in effect, the Issuer shall furnish to the Insurer, upon request, the following:

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer;

(b) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of the Bonds, and any certificate rendered pursuant to this Bond Ordinance relating to the security for the Bonds; and

(c) such additional information as the Insurer may reasonably request.

The Issuer shall notify the Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

The Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Insurer shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner of the Bonds.

Notwithstanding any other provision of this Bond Ordinance, the Issuer shall immediately notify the Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

Rights of Insurer. Notwithstanding any other provision of this Bond Ordinance, in determining whether the rights of the Owners of the Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Ordinance, the Paying Agent shall consider the effect on the Owners of the Bonds as if there were no Municipal Bond Insurance Policy.

Payments Under the Municipal Bond Insurance Policy. As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Paying Agent will determine whether sufficient funds have been provided to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Paying Agent determines that there will be insufficient funds, the Paying Agent shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified the Insurer at least one (1) day prior to an Interest Payment Date, the Insurer will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which the Insurer shall have received notice of nonpayment from the Paying Agent.

(b) The Paying Agent shall, after giving notice to the Insurer as provided in (a) above, make available to the Insurer and, at the Insurer's direction, to J.P. Morgan Trust Company, National Association, New Orleans, Louisiana, as insurance trustee (the "Insurance Trustee"), the registration books of the Issuer maintained by the Paying Agent and all records relating to the funds and accounts maintained under this Bond Ordinance.

(c) The Paying Agent shall provide the Insurer and the Insurance Trustee with a list of Owners of Bonds entitled to receive principal or interest payments from the Insurer under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the Owners of Bonds entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the Owners of Bonds entitled to receive full or partial principal payments from the Insurer.

(d) The Paying Agent, shall, at the time it provides notice to the Insurer pursuant to (a) above, notify Owners of Bonds entitled to receive the payment of principal or interest thereon from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Owner entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the Owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Paying Agent, and (iv) that should they be entitled to receive partial payment of principal from the Insurer, they must surrender their Bonds for payment thereon first to the Paying Agent, who shall note on such Bonds the portion of the principal paid by the Paying Agent, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event the Paying Agent has notice that any payment of principal of or interest on a Bond which has become due for payment and which is made to an Owner by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappalable order of a court having competent jurisdiction, the Paying Agent shall at the time the Insurer is notified pursuant to (a) above, notify all Owners that in the event that any Owner's

payment is so recovered, such Owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from Owners and the dates on which such payments were made.

(f) In addition to those rights granted the Insurer under this Bond Ordinance, the Insurer shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon receipt from the Insurer of proof of the payment of interest thereon to the Owner of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof together with proof of the payment of principal thereof.

Insurer as Third Party Beneficiary. To the extent that this Supplemental Ordinance confers upon or gives or grants to the Insurer any right, remedy or claim under or by reason of this Supplemental Ordinance, the Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Nothing in this Supplemental Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Issuer, the Paying Agent, the Insurer, and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Supplemental Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Supplemental Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Insurer, and the registered owners of the Bonds.

Defeasance. Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Insurer pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and the assignment and pledge of all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

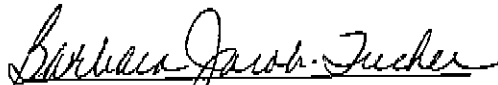
YEAS: FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: MARINO

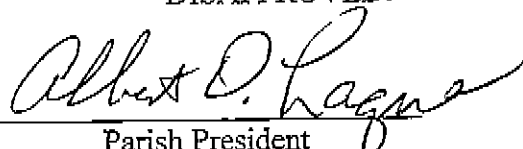
And the ordinance was declared adopted on this, the 1st day of August, 2005.


Chairman


Secretary

DELIVERED TO PARISH PRESIDENT
APPROVED:
DISAPPROVED:

August 2, 2005

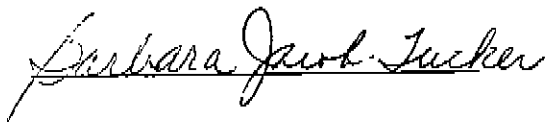

Parish President

RETURNED TO SECRETARY ON
AT 2:30 A.M.(P.M.)

August 2, 2005

RECEIVED BY: Bjt

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Hahnville, Louisiana, on this, the 1st day of August, 2005.



Secretary

(SEAL)

**EXHIBIT A
TO BOND ORDINANCE**

OUTSTANDING BONDS TO BE REFUNDED AND DEFEASED

\$9,490,000

**PARISH OF ST. CHARLES, STATE OF LOUISIANA
PUBLIC IMPROVEMENT BONDS
SERIES ST-1996**

BONDS TO BE DEFEASED

<u>YEAR</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2005	\$1,385,000	4.90%

The Bonds maturing December 1, 2005 will be redeemed upon maturity

BONDS TO BE REFUNDED

<u>YEAR</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2006	\$1,455,000	5.00%
2007	1,530,000	5.20
2008	1,615,000	5.20
2009	1,705,000	5.25
2010	<u>1,800,000</u>	5.30
	\$8,105,000	

The Bonds maturing December 1, 2006, and thereafter will be called for redemption on December 1, 2005, at a price of 101% of the principal amount thereof, plus accrued interest to the redemption date.

**EXHIBIT B
TO BOND ORDINANCE**

DEFEASANCE AND ESCROW DEPOSIT AGREEMENT

This DEFEASANCE AND ESCROW DEPOSIT AGREEMENT, by and between the **PARISH OF ST. CHARLES, STATE OF LOUISIANA** (the "Issuer"), appearing herein through the hereinafter named officers, and **J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association under the laws of the United States of America and duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers, which shall be dated September 14, 2005.

WITNESSETH:

WHEREAS, the Issuer has heretofore duly authorized and issued its Public Improvement Bonds, Series ST-1996, of which \$9,490,000 is outstanding (the "ST-1996 Bonds"); and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the ST-1996 Bonds which mature serially on December 1 of the years 2006 through 2010, inclusive (hereinafter referred to as the "Refunded Bonds"), and the defeasance of \$1,385,000 of the Series ST-1996 Bonds (the "2005 Maturity"), would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) of its Public Improvement Refunding Bonds, Series ST-2005 (the "Bonds"), for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the governing authority of the Issuer on August 1, 2005 (the "Bond Ordinance") the Refunded Bonds to be redeemed being described in the Bond Ordinance; and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds, and other moneys available to the Issuer shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, premium, if any, and interest accruing on the Refunded Bonds through their redemption date on December 1, 2005;

WHEREAS, the Bond Ordinance also provides for the deposit with the Escrow Agent of sufficient moneys to provide for the payment, principal and interest falling due on the 2005 Maturity on December 1, 2005; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as "St. Charles Parish, Public Improvement Refunding Bonds, Series ST- 2005 Escrow Fund" (herein called the "Escrow

Fund") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund; Application of Moneys. Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$ _____ from the proceeds of the Bonds (the "Bond Proceeds") and a transfer of \$ _____ from the existing funds of the Issuer (the "Existing Funds"). Such funds will be applied as follows:

- (i) \$ _____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A-1 attached hereto;
- (ii) \$ _____ of Existing Funds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A-2 attached hereto
- (iii) \$ _____ of Bond Proceeds to the Escrow Fund to establish the initial cash deposit
- (iv) \$ _____ of Existing Funds to the Escrow Fund to establish the initial cash deposit;

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in Schedule A attached hereto. The obligations listed in Schedule A hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations". All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in Schedule B attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds and the 2005 Maturity.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in Schedule A hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in Schedule A which were not delivered on the date of

delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in Schedule A for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

(c) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if such Replacement Obligations:

(i) are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in Schedule A hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in Schedule A hereto for which the substitution occurred;

(ii) mature on or before the next date on which the Government Securities listed in Schedule A hereto which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds; and

(iii) the Escrow Agent shall have been provided with an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds, the Refunded Bonds and the 2005 Maturity.

To the extent that the Escrow Obligations mature before the payment dates referred to in Schedule C, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds, the Refunded Bonds or the 2005 Maturity to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Issuer shall notify the Insurer (as defined in the Bond Ordinance) within three business days of the Issuer's failure to remedy such deficiency.

The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit of the owners of the Refunded Bonds and the 2005 Maturity and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds and the 2005 Maturity as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 4. Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund. Any amounts held as cash in the Escrow Fund, shall be held in cash without any investment thereof, not as a time or demand deposit with any bank, savings and loan or other depository.

SECTION 5. Payment of Refunded Bonds and 2005 Maturity. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable. On or before each interest payment date on the Refunded Bonds and the 2005 Maturity, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds and the 2005 Maturity in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds and the 2005 Maturity due on said date and any principal of and redemption premiums on the Refunded Bonds and the 2005 Maturity due on said date by reason of the redemption of Refunded Bonds and the 2005 Maturity, in accordance with Schedule C attached hereto.

SECTION 6. Notice of Redemption. The Issuer shall cause a Notice of Redemption of the Refunded Bonds to be sent by the paying agent for the Refunded Bonds, by first class mail not less than thirty (30) days prior to the date of redemption of the Refunded Bonds to the registered owners thereof as the same appear on the registration books maintained by the paying agent. The Issuer will reimburse the paying agent for the Refunded Bonds for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

SECTION 7. Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and

clear of the trust created by the Bond Ordinance and this Agreement and shall be transferred to the Issuer.

SECTION 8. Rights of Owners of Refunded Bonds. The escrow trust fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 9. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in Schedule A, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 10. Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 11. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

SECTION 12. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate

order, and with the prior written consent of the Issuer, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 13. Amendments. This Agreement may be amended with the consent of the Issuer, the Insurer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to the Insurer and any rating agencies which have rated the Bonds

SECTION 14. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 15. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 16. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 17. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 18. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first written.

**PARISH OF ST. CHARLES,
STATE OF LOUISIANA**
P. O. Box 302
Hahnville, Louisiana 70057

ATTEST:

By: _____
Parish President,
Parish of St. Charles, State of Louisiana

By: _____
Council Secretary,
St. Charles Parish Council

[SEAL]

**J.P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION**
as Escrow Agent

[SEAL

By: _____
Title:

SCHEDULE A
To Escrow Deposit Agreement

SCHEDULE OF ESCROW SECURITIES
PURCHASED WITH BOND PROCEEDS

**SCHEDULE B
To Escrow Agreement**

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

SCHEDULE C
To Escrow Deposit Agreement

DEBT SERVICE ON REFUNDED BONDS

**EXHIBIT C
TO BOND ORDINANCE**

(FORM OF BONDS)

No. R- _____

Principal Amount: \$ _____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

PUBLIC IMPROVEMENT REFUNDING BOND, SERIES ST-2005
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
September 14, 2005	December 1, _____	_____ %

PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"), promises to
pay to

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2005, at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at J.P. Morgan Trust Company, National Association, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered at the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the facsimile signature of its Parish President and Council Secretary and a facsimile of its corporate seal to be imprinted hereon.

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President,
Parish of St. Charles, State of
Louisiana

(SEAL)

* * * * *

(FORM OF REVERSE OF BOND)

This Bond is one of an authorized issue of Public Improvement Refunding Bonds, Series ST-2005, aggregating in principal the sum of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000)(the "Bonds"), said Bonds having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on September 19, 1988, as supplemented by an ordinance adopted on August 1, 2005 (collectively, the "Bond Ordinance"), for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination..

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal office of the Paying Agent, as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent and any agent of either thereof may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are not callable for redemption prior to their stated maturity dates.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the special one percent (1%) sales and use tax now being levied and collected by the Issuer, pursuant to the Constitution and laws of the State of Louisiana, and in compliance with the election held on July 16, 1988 (the "Tax"), subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional and statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the Tax revenues to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of pari passu additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of Louisiana as provided by law.

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

J.P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION
as Paying Agent

Date of Registration: _____ By: _____
Authorized Officer

* * * * *

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of
a sales and use tax in the Parish of St. Charles,
Louisiana. Registered this 7th day of September, 2005.

Secretary of State

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security
or other Identifying Number of Assignee

[Empty box for Social Security or other Identifying Number of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

(FORM OF LEGAL OPINION CERTIFICATE)
(TO BE PRINTED ON ALL BONDS)

LEGAL OPINION CERTIFICATE

I, the undersigned Council Secretary to the St. Charles Parish Council, do hereby certify that the following is a true copy of the complete legal opinion of Foley & Judell, L.L.P., the original of which was manually executed, dated and issued as of the date of payment for and delivery of this Bond and was delivered to Morgan Keegan & Company, Inc., of New Orleans, Louisiana, the original purchaser thereof:

(Bond Printer Shall Insert Legal Opinion)

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

(Facsimile)
Council Secretary

PRINTER INSERT AMBAC INSURANCE LEGEND

**EXHIBIT D
TO BOND ORDINANCE**

BOND PURCHASE AGREEMENT

**\$7,170,000
PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES ST-2005
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

August 1, 2005

Parish of St. Charles, State of Louisiana
Hahnville, Louisiana

The undersigned Morgan Keegan & Company, Inc., of New Orleans, Louisiana (the "Underwriter"), offers to enter into this agreement with the Parish of St. Charles, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this agreement on or before 10:00 p.m., New Orleans Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned Public Improvement Refunding Bonds, Series ST-2005 of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in Schedule I hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the St. Charles Parish Council, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured by an ordinance adopted by the Governing Authority on August 1, 2005 (the "Bond Ordinance"). The Bonds are issued pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in Schedule II attached hereto. A portion of the proceeds of the Bonds will be deposited with J.P. Morgan Trust Company, National Association, as Escrow Agent (the "Escrow Agent"), and invested pursuant to the Escrow Deposit Agreement dated as of September 14, 2005, between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal of and premium, if any, and interest on, the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which are described in Exhibit A to the Bond Ordinance (the "Refunded Bonds").

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on Schedule II attached hereto,

and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten business days prior to the Closing, the Underwriter agrees to furnish to Foley & Judell, L.L.P., Bond Counsel, a certificate acceptable to Bond Counsel (i) specifying the reoffering prices at which a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) and (ii) certifying the accuracy of such reoffering prices (if lower than those set out in Schedule II). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Concurrently with the delivery of the Bonds, Ambac Assurance Corporation (the "Insurer") will deliver its policy of insurance insuring payment of principal of and interest on the Bonds pursuant to the terms and conditions of such policy (the "Insurance Policy").

3. **Representative.** Morgan Keegan & Company, Inc. is duly authorized to execute this Bond Purchase Agreement.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated July 25, 2005, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the said Preliminary Official Statement dated July 25, 2005. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. **Representations of the Issuer.**

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be

executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

(b) The information contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading; provided that no representation is made concerning information about the Insurer or the Insurance Policy;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request provided however that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process

under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer.

6. **Delivery of, and Payment for, the Bonds.** At 9:30 a.m., New Orleans Time, on or about September 14, 2005, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and registered by J.P. Morgan Trust Company, National Association, as Paying Agent (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the Paying Agent, for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Bond Counsel in New Orleans, Louisiana, or such other place as may be agreed upon by the Underwriter and the Issuer. Such payment and delivery is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each maturity of the Bonds (except that for maturities with more than one interest rate a separate bond will be issued for each maturity), and registered in such names as the Underwriter may request not less than three business days prior to the Closing or if no such instructions are received by the Paying Agent, in the name of the Representative.

7. **Certain Conditions To Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriters and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by resolution of the State Bond Commission, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Ordinance, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(A) the approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in form satisfactory to the Underwriter;

(B) a supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer, the Escrow Agent and the Underwriter in form satisfactory to the Underwriter;

(C) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(D) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(E) a specimen of the Bonds;

(F) certified copies of the Bond Ordinance and all other ordinances of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;

(G) a certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(H) a certificate of the Paying Agent, as to (a) its corporate capacity to act as such, (b) the incumbency and signatures of authorized officers, and (c) its due registration of the Bonds delivered at the Closing by an authorized officer; and

(I) other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. Termination. The Underwriter shall have the right to cancel their obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such

legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. Additional Covenants The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request;

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

10. Survival of Representations. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. Payment of Expenses. If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of the printed Bonds; (iii) any rating agency fees (iv) the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer, and (v) the cost of distribution of the Preliminary Official Statement and the Official Statement.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) the cost of the premium of the Insurance Policy; and (c) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with their public offering.

12. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Morgan Keegan & Company, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70130.

13. Parties. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

14. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

15. General. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

MORGAN KEEGAN & COMPANY, INC.
New Orleans, Louisiana

By: _____
Title: _____

Accepted and agreed to as of
the date first above written:

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____
Parish President,
Parish of St. Charles, State of Louisiana

ATTEST:

By: _____
Council Secretary,
St. Charles Parish Council

[SEAL]

**SCHEDULE I
To Bond Purchase Agreement**

Purchase Price

Par Amount of Bonds:	\$7,170,000.00
Less: Underwriter's Discount (0.90%)	(64,530.00)
Plus: Original Issue Premium	53,017.55
Less: Insurance Premium	(26,320.37)

PURCHASE PRICE \$7,132,167.18, plus accrued interest
to the delivery date of the Bonds.

**SCHEDULE II
To Bond Purchase Agreement**

<u>Date (Dec. 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>
2006	\$1,330,000	3.25%	100.506
2007	1,375,000	3.50	101.145
2008	1,430,000	3.50	101.241
2009	1,490,000	3.25	100.075
2010	1,545,000	3.50	100.756

**EXHIBIT E
TO BOND ORDINANCE**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**PUBLIC IMPROVEMENT BONDS
SERIES ST-1996
(MATURING DECEMBER 1, 2005 to DECEMBER 1, 2010, INCLUSIVE)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on August 1, 2005, by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), there has been deposited with J.P. Morgan Trust Company, National Association, as successor to First National Bank of Commerce, in the City of New Orleans, Louisiana (the "Escrow Agent"), as Escrow Agent under an Escrow Deposit Agreement dated as of September 14, 2005 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys which have been invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient funds to pay the principal of, premium and interest through the maturity or redemption date of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which mature December 1, 2005 to December 1, 2010 (the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the ordinance of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased maturing December 1, 2006 through December 1, 2010, are hereby called for redemption on **December 1, 2005**, at the principal amount thereof, plus a premium equal to 1% of the principal amount of each such Refunded Bond so redeemed, and accrued interest to December 1, 2005, as follows:

<u>MATURITY DATE</u>	<u>AMOUNT REDEEMED</u>	<u>INTEREST RATES</u>	<u>CUSIP NUMBERS</u>
December 1, 2006	\$1,455,000	5.00%	788071 GH5
December 1, 2007	1,530,000	5.20	788071 GJ1
December 1, 2008	1,615,000	5.20	788071 GK8
December 1, 2009	1,705,000	5.25	788071 GL6
December 1, 2010	1,800,000	5.30	788071 GM4

On December 1, 2005, said redemption date the redemption price will be due and payable on each such Refunded Bond. No further interest will accrue and be payable on the Refunded Bonds from and after December 1, 2005. The Refunded Bonds should not be surrendered for payment until December 1, 2005 and at that time should be surrendered at J.P. Morgan Trust Company, National Association (as successor to First National Bank of Commerce), as follows:

3

2005-0201
INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(BOND COUNSEL)

ORDINANCE NO. 05-8-1
FOURTH SUPPLEMENTAL ORDINANCE

A Fourth Supplemental Ordinance amending and supplementing an ordinance (the "General Bond Ordinance") adopted on September 19, 1988; providing for the issuance and sale of Public Improvement Refunding Bonds, Series ST-2005, of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to the General Bond Ordinance; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; accepting an appropriate offer for the purchase of the Bonds; approving the Official Statement; and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council, acting as the governing authority of the Issuer (the "Governing Authority"), adopted an ordinance on September 19, 1988 (the "General Bond Ordinance"), authorizing the issuance from time to time of Sales Tax Revenue Bonds of the Issuer on the terms and conditions set forth in the General Bond Ordinance; and

WHEREAS, the General Bond Ordinance provides that the details of the Bonds of each Series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the Issuer authorizing the issuance of such Series of Bonds, subject to the terms, conditions and limitations established in the General Bond Ordinance; and

WHEREAS, the Issuer presently has outstanding the following described sales tax bonds (the "Outstanding Bonds") which are payable from a pledge and dedication of the revenues of the Tax (hereinafter defined), viz:

\$9,490,000 of Public Improvement Bonds, Series ST-1996 (the "1996 Bonds"), maturing on December 1 of the years 2005 through 2010, inclusive, bearing interest at 5.00%, 5.20%, 5.20%, 5.25% and 5.30% per annum, authorized by virtue of the General Bond Ordinance, as supplemented by the Third Supplemental Ordinance adopted by the governing authority of the Issuer on December 18, 1995;

WHEREAS, the Issuer has no other outstanding indebtedness payable from the net revenues of the Tax and the Issuer has authority to issue additional bonds under the terms and

conditions provided in the General Bond Ordinance; and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the 1996 Bonds which mature December 1 of the years 2006 through 2010, inclusive, (the "Refunded Bonds"), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Sub-Part F, Part III, Chapter 4 and Chapter 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Fourth Supplemental Ordinance to authorize the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) principal amount of its Bonds to be the fourth issue of such bonds issued under the General Bond Ordinance and to be designated "Public Improvement Refunding Bonds, Series ST-2005 (the "Series 2005 Bonds") for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996 and paying their costs of issuance, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, it is necessary to provide for the defeasance of the 2005 Maturity; and

WHEREAS, it is further necessary to provide for the application of a portion of the proceeds of the Series 2005 Bonds to the refunding of the Refunded Bonds and to provide for other matters in connection with the payment or redemption of the Refunded Bonds; and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in Exhibit A hereto and the 2005 Maturity, and to provide for the call for redemption of the Refunded Bonds, pursuant to Notices of Defeasance and Call for Redemption; and

WHEREAS, it is necessary that this Parish Council, as the governing authority of the Issuer, prescribe the form and content of an Escrow Deposit Agreement providing for the payment of the principal, premium and interest of the Refunded Bonds and the 2005 Maturity and authorize the execution thereof as hereinafter provided; and

WHEREAS, the Issuer desires to sell the Bonds to the purchasers thereof and to fix the details of the Bonds and the terms of the sale of the Bonds;

WHEREAS, this Governing Authority has determined that all the terms and conditions specified in this Fourth Supplemental Ordinance for the issuance of the Bonds have been or will be complied with prior to the delivery of the Bonds; and

WHEREAS, this Governing Authority has investigated the operating history and the revenues collected from the levy and collection of the Tax, and has determined that the estimated revenues to be derived from the Tax in calendar year 2005 will be at least the sum of \$9,000,000, which is greater than three times the highest combined principal and interest requirements for any succeeding fiscal or calendar year period on the proposed Bonds; and

WHEREAS, the maturities on the Bonds have been arranged so that the total amount of principal and interest falling due in any year on the Bonds will never exceed 75% of the proceeds of the Tax estimated to be received by the Issuer in calendar year 2005; and

WHEREAS, the sale and issuance of the Bonds has been approved by the Louisiana State Bond Commission;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of said Parish:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in this Third Supplemental Ordinance which are defined in an ordinance (the "General Bond Ordinance") adopted by this Parish Council on September 19, 1988, entitled: "An ordinance authorizing the issuance from time to time of Public Improvement Sales Tax Bonds of the Parish of St. Charles, State of Louisiana, payable from the proceeds of the one percent (1%) sales and use tax authorized by Proposition at an election held on July 16, 1988, prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and for the rights of the registered owners thereof" shall have the same meanings as are assigned to them in the General Bond Ordinance. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the General Bond Ordinance and of this Fourth Supplemental Ordinance or of any ordinance or other instrument amendatory thereof or supplemental thereto have the following meanings:

"Act" shall include, in addition to those sections listed in the General Bond Ordinance, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Bonds" or "Series 2005 Bonds" shall mean \$7,170,000 of Public Improvement Refunding Bonds, Series ST-2005, authorized by the General Bond Ordinance and this Fourth Supplemental Ordinance.

"Debt Service Reserve Fund Requirement" The Reserve Fund Requirement shall mean a sum equal to the lesser of (i) 10% of the proceeds of the Bonds and any issue of additional parity bonds, (ii) the highest combined principal and interest requirements for any

succeeding Bond Year on the Bonds and any issue of additional parity bonds hereafter issued in the manner provided by the General Bond Ordinance or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Bond Year on the Bonds and any additional parity bonds.

"Escrow Agent" shall mean J.P. Morgan Trust Company, National Association, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

"Escrow Agreement" shall collectively mean the Escrow Deposit Agreement dated as of September 14, 2005, between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which are incorporated herein by reference.

"Executive Officers" shall mean collectively the Parish President, Secretary and Director of Finance of the Issuer.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Insurer" shall mean AMBAC Assurance Corporation, or any successor thereto.

"Municipal Bond Insurance Policy" shall mean the municipal bond new issue insurance policy issued by the Insurer that guarantees payment of principal of and interest on the Bonds.

"Paying Agent" shall mean J. P. Morgan Trust Company, National Association.

"Purchaser" shall mean Morgan Keegan & Company, Inc., of New Orleans, Louisiana.

"Refunded Bonds" shall mean the Issuer's outstanding \$8,105,000 of Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

"Supplemental Ordinance" shall mean this Fourth Supplemental Ordinance as the same may be supplemented or amended hereafter.

"Tax" shall mean the 1% sales and use tax authorized at an election held in the

Parish of St. Charles on July 16, 1988.

"2005 Maturity" shall mean the December 1, 2005 maturity of the Public Improvement Bonds, Series ST-1996.

Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Supplemental Ordinance: (i) all references to a particular section, paragraph or subdivision of the General Bond Ordinance or this Supplemental Ordinance, as the case may be, are to the corresponding section, paragraph or subdivision of the General Bond Ordinance only, or this Supplemental Ordinance only, as the case may be; (ii) the terms "herein", "hereunder", "hereby", "hereto", "hereof", and any similar terms, refer to this Supplemental Ordinance only, and to this Supplemental Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; (iii) the terms "therein", "thereunder", "thereby", "thereto", "thereof", and any similar terms, refer to the General Bond Ordinance, and to the General Bond Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; and (iv) the term "heretofore" means before the time of effectiveness of this Supplemental Ordinance and the term "hereafter" means after the time of the effectiveness of this Supplemental Ordinance.

SECTION 2. Interpretation. In this Supplemental Ordinance, unless the context otherwise requires, (a) words importing persons include firms, associations and corporations, (b) words importing the singular include the plural and vice versa and (c) words of the masculine gender shall be deemed and considered to include correlative words of the feminine and neuter genders.

SECTION 3. Authorization and Designation and Escrow Deposit Agreement. (a) Pursuant to the provisions of the General Bond Ordinance, this Supplemental Ordinance and the Act, there is hereby authorized the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) principal amount of Series 2005 Bonds of the Issuer to be designated "Public Improvement Refunding Bonds, Series 2005", for the purpose of refunding the Refunded Bonds and paying their costs of issuance. The Series 2005 Bonds shall be special obligations of the Issuer payable solely from the avails or proceeds of the Tax, subject only to the payment of the reasonable costs and expenses of collecting and administering the Tax, shall be entitled, pursuant to and in accordance with the General Bond Ordinance, to the pledge and lien created thereby and shall be otherwise entitled to the security and benefits thereof.

(b) A portion of the proceeds of the Bonds, together with other available moneys of the Issuer, shall be deposited at delivery of the Bonds in an escrow account in the form of Government Securities plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for the payment of the principal of, premium, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 16 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities, and funds so escrowed in accordance with the provisions of the Escrow Agreement.

(d) The Escrow Agreement is hereby approved by the Issuer, and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or completions deemed appropriate by such Executive Officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust funds created under the Escrow Agreement shall be strictly observed and followed in all respects.

(e) The Issuer does hereby find that since substantial benefits will accrue from the insurance of the Bonds, the Bonds are being insured by the Insurer and an appropriate legend shall be printed on the Bonds as evidence of such insurance. The cost of the Municipal Bond Insurance Policy shall be paid by the Issuer from the proceeds of the Bonds.

SECTION 4. Principal Amount and Type. The Series 2005 Bonds shall be issued in the aggregate original principal amount of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000), said Bonds being issuable as fully registered Current Interest Serial Bonds.

SECTION 5. Denominations, Dates, Maturities and Interest. The Bonds shall be dated September 14, 2005, shall be in the denomination of \$5,000 or any integral multiple thereof within a maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent interest date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing December 1, 2005, at the following rates of interest per annum, and shall mature on December 1 of each of the years and in the aggregate principal amounts set forth below:

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2006	\$1,330,000	3.25%
2007	1,375,000	3.50%
2008	1,430,000	3.50%

2009	1,490,000	3.25%
2010	1,545,000	3.50%

SECTION 6. Redemption. The Bonds shall not be callable prior to their stated dates of maturity.

SECTION 7. Application of Proceeds of Series 2005 Bonds. (a) There shall be deposited irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Series 2005 Bonds, together with additional moneys of the Issuer, as will enable the Escrow Agent to pay the interest through the respective redemption dates and to redeem all of the Refunded Bonds as provided in the Escrow Agreement. The remaining proceeds of the issue shall be retained by the Issuer and for paying the costs of issuance. There shall also be deposited in accordance with the provisions of the Escrow Agreement from tax revenues or other available funds, sufficient moneys to provide for the payment of the 2005 Maturity on December 1, 2005.

(b) There shall also be deposited or retained in the ST-1996 Sales Tax Bond Sinking Fund and exclusive of the amount equal to the Debt Service Reserve Fund Requirement which shall be deposited in the Reserve Fund as provided by Section 5.03 of the General Bond Ordinance and Section 20 hereof, shall be deposited by the Issuer in a special fund to be used solely for the purpose for which the Series 2005 Bonds are issued and for the payment of the costs of issuance.

SECTION 8. Execution and Form of Bonds. The Bonds and the endorsements to appear on all such Bonds issuable hereunder shall be, respectively, substantially in the form set forth in Exhibit C hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by law or by the General Bond Ordinance, as amended and supplemented by this Supplemental Ordinance and as may be amended and supplemented by any ordinance. The Series 2005 Bonds shall be lettered "R" and shall be numbered separately from 1 upward. If the purchaser of the Bonds have obtained insurance on all maturities of the Bonds, an endorsement satisfactory to bond counsel may be printed on any or all the Bonds.

SECTION 9. Paying Agent: Appointment and Acceptance of Duties. The initial Paying Agent for the Bonds shall be J.P. Morgan Trust Company, National Association. The Bonds shall be paid in the medium of payment as provided in Section 3.03 of the General Bond Ordinance. The Paying Agent may be removed at any time, at the request of the Insurer, for any breach of trust. The Issuer shall enter into an agreement with any paying agent setting forth provisions relating to said paying agent's appointment. Said agreement shall provide that the

Insurer shall receive prior written notice of any paying agent resignation. Every successor Paying Agent appointed shall be a trust company or bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to the Insurer. Any successor Paying Agent, if applicable, shall not be appointed unless the Insurer approves such successor in writing. Notwithstanding any other provisions of the General Bond Ordinance or this Supplemental Ordinance, no removal, resignation or termination of the Paying Agent shall take effect until a successor, acceptable to the Insurer, shall be appointed.

SECTION 10. Escrow Agent: Appointment and Acceptance of Duties . The Escrow Agent is hereby appointed to serve as escrow agent for the Refunded Bonds. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering an Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 11. Sale of the Bonds. The Bonds are hereby awarded to and sold to the Purchaser at a price of \$7,132,167.18 [representing the par amount of the Bonds (\$7,170,000), plus original issue premium of \$53,017.55, minus Underwriters's Discount (0.900%) of \$(64,530.00) and minus the allowance for insurance premium of (\$26,320.37) plus accrued interest, if any,] and under the terms and conditions set forth in the Bond Purchase Agreement (hereinafter defined), and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser or their agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Bond Purchase Agreement dated August 1, 2005, in substantially the form attached hereto as Exhibit D is hereby approved and the Executive Officers of the Issuer are hereby authorized, empowered and directed to execute the Bond Purchase Agreement on behalf of the Issuer and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement the Bond Ordinance or to facilitate the sale of the Bonds.

SECTION 12. Supplemental Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall be the registered owners of the same from time to time, the provisions of this Supplemental Ordinance shall be a part of the contract of the Issuer with the owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer, the Paying Agent and the owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by and on behalf of the Issuer shall be for the benefit, protection and security of the owners of any and all of the Bonds.

SECTION 13. Arbitrage Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to

acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings of the United States of America, or (ii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, from time to time amended, or any successor provision thereto.

SECTION 14. Continuing Disclosure . Pursuant to 17 CFR 240.15c2-12 (the "SEC Continuing Disclosure Rules") the Issuer covenants and agrees for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of the events enumerated in Section (b)(5)(D)(C) of the SEC Continuing Disclosure Rules, if material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), and with the Louisiana State Information Depository ("Louisiana SID"), if any. Any notices of material events shall be filed with each NRMSIR or with the Municipal Securities Rulemaking Board ("MSRB"), and with the Louisiana SID, if any. The specific nature of the information to be contained in the Annual Report or the notice of material events shall be as more fully set forth in the Continuing Disclosure Certificate attached to the Official Statement, as the same may be amended from time to time in accordance with its terms. Failure to comply with the SEC Continuing Disclosure Rules shall not constitute an "event of default" under Section 10.01 of the General Bond Ordinance, however any of the Owners of the Bonds may take such action or exercise such remedies as may be provided by law to enforce the obligations of the Issuer under the Continuing Disclosure Certificate.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section, including, without limitation, the Continuing Disclosure Certificate in substantially the form attached to the Official Statement.

SECTION 15. Official Statement. On behalf of the Issuer, this Governing Authority does hereby approve the Official Statement prepared and distributed in connection with the sale of the Bonds and further declares that the information contained therein is true and correct to the best of its knowledge and belief; that due diligence has been exercised in the preparation of said Official Statement; that said Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact; that the information contained therein has been obtained from sources which are believed to be reliable and that this Governing Authority has no reason to believe that any material fact contained therein is untrue or any material fact has been omitted in effecting the purpose of the Official Statement to constitute a due diligence disclosure of all material information in connection with offering the Bonds for sale and reflecting the security for the payment thereof.

The Executive Officers be and the same are hereby authorized and directed to review the information contained in said Official Statement and certify, if true, on the date of delivery of the Bonds that no adverse happenings have occurred and that there have been no relevant or material changes in the information contained in said Official Statement since the date of the sale of the Bonds which affect the Bonds or the security for their payment.

SECTION 16. Call for Redemption . Subject only to the delivery of the Bonds, \$8,105,000 principal amount of the Issuer's Public Improvement Bonds, Series ST-1996 , consisting of all of outstanding bonds of that issue, maturing December 1, 2006 to December 1, 2010, inclusive, are hereby called for redemption on December 1, 2005 at the principal amount thereof, plus a premium equal to one percent (1%) of the principal amount of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the Third Supplemental Ordinance authorizing their issuance.

SECTION 17. Notice of Redemption . (a) In accordance with the General Bond Ordinance, the Third Supplemental Ordinance authorizing the issuance of the Series 1996 Bonds, a notice of redemption in substantially the form attached hereto as Exhibit E, shall be given by the paying agent/registrars for the Refunded Bonds by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Refunded Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the paying agent/registrars for the Refunded Bonds.

SECTION 18. Publication of Ordinance. A copy of this Supplemental Ordinance shall be published immediately after its adoption in the official journal of the Issuer.

SECTION 19. Debt Service Reserve Fund Requirement. The General Bond Ordinance is hereby amended so the definition of Debt Service Reserve Fund Requirement hereafter will read as it appears in the Definitions set forth in Section 1 hereof.

SECTION 20. Payment into Various Funds. (i) On the 20th day of each month, commencing September 1, 2005, there shall be paid from the Sales Tax Fund into the Sinking Fund, during the period September 1, 2005 through November 30, 2005, a sum equal to ½ of the interest falling due on December 1, 2005 and (ii) thereafter, a sum equal to one-sixth of the interest falling due on the Bonds on the next Interest Payment Date and one-twelfth (1/12) of the principal falling due on the on the next principal payment date together with such additional proportionate sum as may be required to pay said principal and interest as the same becomes due and payable. The payments required herein shall be in addition to all payments required to be made by the Issuer pursuant to the General Bond Ordinance and the First, Second and Third Supplemental Ordinances.

Upon delivery of the Bonds, proceeds thereof shall be deposited into the Reserve Fund in an amount, which when added to funds presently therein, shall equal the Debt Service Reserve Fund Requirement.

SECTION 21. Filing of Ordinance. A certified copy of this Supplemental Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of St. Charles, Louisiana.

SECTION 22. Employment of Bond Counsel. It is recognized by this Governing Authority that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds and accordingly the employment of Foley & Judell, L.L.P., of New Orleans, Louisiana, as special bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work with respect to the issuance and sale of the Bonds, is hereby ratified and confirmed. The fees to be paid said attorneys shall be in accordance with the Attorney General's Guidelines for Fees and Services of Bond Attorneys, which fee for special bond counsel shall not exceed the amount calculated in accordance with the Attorney General's Guidelines for Comprehensive Legal Services in the issuance of revenue bonds, plus actual out-of-pocket expenses incurred in connection with the issuance of the Bonds. The fees herein described shall be payable directly to special bond counsel by the Director of Finance of the Issuer from the funds derived from the sale of said Bonds. Bond Counsel shall also assist in the preparation of an Official Statement containing detailed and comprehensive financial and statistical data required with respect to the sale of the Bonds and the costs of the preparation, printing and distribution of such official statement shall be paid from the proceeds of the Bonds. Said Official Statement may be submitted to such nationally recognized bond rating service or services as may be recommended by bond counsel, together with a request that an appropriate rating be assigned. A certified copy of this Bond Ordinance shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 23. Bond Insurance Language.

Notices to be Given to Insurer . While the Municipal Bond Insurance Policy is in effect, the Issuer shall furnish to the Insurer, upon request, the following:

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer;

(b) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of the Bonds, and any certificate rendered pursuant to this Bond Ordinance relating to the security for the Bonds; and

(c) such additional information as the Insurer may reasonably request.

The Issuer shall notify the Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the

Bonds with appropriate officers of the Issuer. The Issuer will permit the Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

The Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Insurer shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner of the Bonds.

Notwithstanding any other provision of this Bond Ordinance, the Issuer shall immediately notify the Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

Rights of Insurer . Notwithstanding any other provision of this Bond Ordinance, in determining whether the rights of the Owners of the Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Ordinance, the Paying Agent shall consider the effect on the Owners of the Bonds as if there were no Municipal Bond Insurance Policy.

Payments Under the Municipal Bond Insurance Policy . As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Paying Agent will determine whether sufficient funds have been provided to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Paying Agent determines that there will be insufficient funds, the Paying Agent shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified the Insurer at least one (1) day prior to an Interest Payment Date, the Insurer will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which the Insurer shall have received notice of nonpayment from the Paying Agent.

(b) The Paying Agent shall, after giving notice to the Insurer as provided in (a) above, make available to the Insurer and, at the Insurer's direction, to J.P. Morgan Trust Company, National Association, New Orleans, Louisiana, as insurance trustee (the "Insurance Trustee"), the registration books of the Issuer maintained by the Paying Agent and all records relating to the funds and accounts maintained under this Bond Ordinance.

(c) The Paying Agent shall provide the Insurer and the Insurance Trustee with a list of Owners of Bonds entitled to receive principal or interest payments from the Insurer under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the Owners of Bonds entitled to receive full or

partial interest payments from the Insurer and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the Owners of Bonds entitled to receive full or partial principal payments from the Insurer.

(d) The Paying Agent, shall, at the time it provides notice to the Insurer pursuant to (a) above, notify Owners of Bonds entitled to receive the payment of principal or interest thereon from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Owner entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the Owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Paying Agent, and (iv) that should they be entitled to receive partial payment of principal from the Insurer, they must surrender their Bonds for payment thereon first to the Paying Agent, who shall note on such Bonds the portion of the principal paid by the Paying Agent, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event the Paying Agent has notice that any payment of principal of or interest on a Bond which has become due for payment and which is made to an Owner by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Paying Agent shall at the time the Insurer is notified pursuant to (a) above, notify all Owners that in the event that any Owner's payment is so recovered, such Owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from Owners and the dates on which such payments were made.

(f) In addition to those rights granted the Insurer under this Bond Ordinance, the Insurer shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon receipt from the Insurer of proof of the payment of interest thereon to the Owner of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof together with proof of the payment of principal thereof.

Insurer as Third Party Beneficiary. To the extent that this Supplemental Ordinance confers upon or gives or grants to the Insurer any right, remedy or claim under or by

reason of this Supplemental Ordinance, the Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Nothing in this Supplemental Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Issuer, the Paying Agent, the Insurer, and the registered owners of the Obligations, any right, remedy or claim under or by reason of this Supplemental Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Supplemental Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Insurer, and the registered owners of the Obligations.

Defeasance. Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Obligations shall be paid by the Insurer pursuant to the Municipal Bond Insurance Policy, the Obligations shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and the assignment and pledge of all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

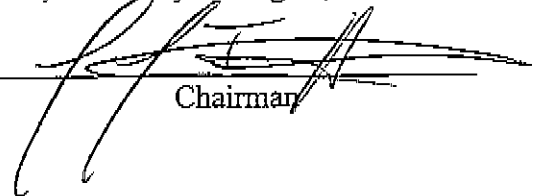
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: MARINO

And the ordinance was declared adopted on this, the 1st day of August, 2005.


Chairman



Secretary

DELIVERED TO PARISH PRESIDENT

APPROVED:

DISAPPROVED:

August 2, 2005

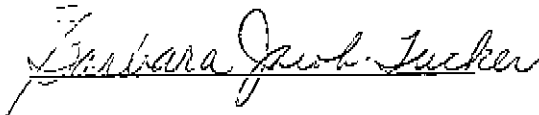

Parish President

RETURNED TO SECRETARY ON
AT 2:30 A.M. (P.M.)

August 2, 2005

RECEIVED BY: Bjt

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Hahnville, Louisiana, on this, the 1st day of August, 2005.



Secretary

(SEAL)

**EXHIBIT A
TO BOND ORDINANCE**

OUTSTANDING BONDS TO BE REFUNDED AND DEFEASED

\$9,490,000

**PARISH OF ST. CHARLES, STATE OF LOUISIANA
PUBLIC IMPROVEMENT BONDS
SERIES ST-1996**

BONDS TO BE DEFEASED

<u>YEAR</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2005	\$1,385,000	4.90%

The Bonds maturing December 1, 2005 will be redeemed upon maturity

BONDS TO BE REFUNDED

<u>YEAR</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2006	\$1,455,000	5.00%
2007	1,530,000	5.20
2008	1,615,000	5.20
2009	1,705,000	5.25
2010	<u>1,800,000</u>	5.30
	\$8,105,000	

The Bonds maturing December 1, 2006, and thereafter will be called for redemption on December 1, 2005, at a price of 101% of the principal amount thereof, plus accrued interest to the redemption date.

**EXHIBIT B
TO BOND ORDINANCE**

DEFEASANCE AND ESCROW DEPOSIT AGREEMENT

This DEFEASANCE AND ESCROW DEPOSIT AGREEMENT, by and between the **PARISH OF ST. CHARLES, STATE OF LOUISIANA**(the "Issuer"), appearing herein through the hereinafter named officers, and **J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association under the laws of the United States of America and duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers, which shall be dated September 14, 2005.

WITNESSETH:

WHEREAS, the Issuer has heretofore duly authorized and issued its Public Improvement Bonds, Series ST-1996, of which \$8,105,000 is outstanding (the "ST-1996 Bonds"); and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the ST-1996 Bonds which mature serially on December 1 of the years 2006 through 2010, inclusive (hereinafter referred to as the "Refunded Bonds"), and the defeasance of \$1,385,000 of the Series ST-1996 Bonds (the "2005 Maturity"), would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) of its Public Improvement Refunding Bonds, Series ST-2005 (the "Bonds"), for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the governing authority of the Issuer on August 1, 2005 (the "Bond Ordinance") the Refunded Bonds to be redeemed being described in the Bond Ordinance; and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds, and other moneys available to the Issuer shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, premium, if any, and interest accruing on the Refunded Bonds through their redemption date on December 1, 2005;

WHEREAS, the Bond Ordinance also provides for the deposit with the Escrow Agent of sufficient moneys to provide for the payment, principal and interest falling due on the 2005 Maturity on December 1, 2005; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

1. SECTION Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as "St.

Charles Parish, Public Improvement Refunding Bonds, Series ST- 2005 Escrow Fund" (herein called the "Escrow Fund") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

2. SECTION Deposit to Escrow Fund; Application of Moneys. Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$ _____ from the proceeds of the Bonds (the "Bond Proceeds") and a transfer of \$ _____ from the existing funds of the Issuer (the "Existing Funds"). Such funds will be applied as follows:

- (i) \$ _____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A-1 attached hereto;
- (ii) \$ _____ of Existing Funds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A-2 attached hereto
- (iii) \$ _____ of Bond Proceeds to the Escrow Fund to establish the initial cash deposit
- (iv) \$ _____ of Existing Funds to the Escrow Fund to establish the initial cash deposit;

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in Schedule A attached hereto. The obligations listed in Schedule A hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations". All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in Schedule B attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in Schedule A hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such

Replacement Obligations in the Escrow Fund until the Escrow Obligations described in Schedule A which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in Schedule A for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

(c) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if such Replacement Obligations:

(i) are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in Schedule A hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in Schedule A hereto for which the substitution occurred;

(ii) mature on or before the next date on which the Government Securities listed in Schedule A hereto which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds; and

(iii) the Escrow Agent shall have been provided with an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in Schedule C, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Issuer shall notify the Insurer (as defined in the Bond Ordinance) within three business days of the Issuer's failure to remedy such

deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

3. SECTION Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

4. SECTION Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund. Any amounts held as cash in the Escrow Fund, shall be held in cash without any investment thereof, not as a time or demand deposit with any bank, savings and loan or other depository.

5. SECTION Payment of Refunded Bonds. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable. On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds due on said date and any principal of and redemption premiums on the Refunded Bonds due on said date by reason of the redemption of Refunded Bonds, in accordance with Schedule C attached hereto.

6. SECTION Notice of Redemption. The Issuer shall cause a Notice of Redemption of the Refunded Bonds to be sent by the paying agent for the Refunded Bonds, by first class mail not less than thirty (30) days prior to the date of redemption of the Refunded Bonds to the registered owners thereof as the same appear on the registration books maintained by the paying agent. The Issuer will reimburse the paying agent for the Refunded Bonds for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

7. SECTION Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its

property free and clear of the trust created by the Bond Ordinance and this Agreement and shall be transferred to the Issuer.

8. SECTION Rights of Owners of Refunded Bonds. The escrow trust fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

9. SECTION Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in Schedule A, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

10. SECTION Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

11. SECTION Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

12. SECTION Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the

Issuer, by appropriate order, and with the prior written consent of the Issuer, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

13. SECTION Amendments. This Agreement may be amended with the consent of the Issuer, the Insurer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to the Insurer and any rating agencies which have rated the Bonds

14. SECTION Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

15. SECTION Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

16. SECTION Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

17. SECTION Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

18. SECTION Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first written.

**PARISH OF ST. CHARLES,
STATE OF LOUISIANA**
P. O. Box 302
Hahnville, Louisiana 70057

By: _____

ATTEST: _____

Parish President,
Parish of St. Charles, State of Louisiana

By: _____

[SEAL]

Council Secretary,
St. Charles Parish Council

**J.P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION**
as Escrow Agent

By: _____
Title: _____

[SEAL

SCHEDULE A
To Escrow Deposit Agreement

SCHEDULE OF ESCROW SECURITIES
PURCHASED WITH BOND PROCEEDS

SCHEDULE B
To Escrow Agreement

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

SCHEDULE C
To Escrow Deposit Agreement

DEBT SERVICE ON REFUNDED BONDS

August

1,

2005

**EXHIBIT C
TO BOND ORDINANCE**

(FORM OF BONDS)

No. R- _____

Principal Amount: \$ _____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

PUBLIC IMPROVEMENT REFUNDING BOND, SERIES ST-2005
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

<u>Bond</u> <u>Date</u>	<u>Maturity</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>
September 14, 2005	December 1, _____	_____%

PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"), promises
to pay to

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2005, at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at J.P. Morgan Trust Company, National Association, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered at the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Parish by the facsimile signature of its Parish President and Council Secretary, and a facsimile of its corporate seal to be imprinted hereon.

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President,
Parish of St. Charles, State of
Louisiana

(SEAL)

* * * * *

(FORM OF REVERSE OF BOND)

This Bond is one of an authorized issue of Public Improvement Refunding Bonds, Series ST-2005, aggregating in principal the sum of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000)(the "Bonds"), said Bonds having been issued by the Issuer

pursuant to an ordinance adopted by its governing authority on August 1, 2005 (the "Bond Ordinance"), for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination..

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal office of the Paying Agent, as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent and any agent of either thereof may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are not callable for redemption prior to their stated maturity dates.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the special one percent (1%) sales and use tax now being levied and collected by the Issuer, pursuant to the Constitution and laws of the State of Louisiana, and in compliance with the election held on July 16, 1988 (the "Tax"), subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional and statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor

in any way make any change which would diminish the amount of the Tax revenues to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of pari passu additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of Louisiana as provided by law.

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

J.P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION
as Paying Agent

Date of Registration: By: _____
Authorized Officer

* * * * *

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication
of a sales and use tax in the Parish of St. Charles,
Louisiana. Registered this ____ day of
_____, 2005.

Secretary of State

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers
unto

—

Please Insert Social Security
or other Identifying Number of Assignee

[Redacted box]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

—

_____ attorney or agent to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must corre-
spond with the name as it appears upon the face of the
within Bond in every particular, without alteration or
enlargement or any change whatever.

* * * * *

(FORM OF LEGAL OPINION CERTIFICATE)
(TO BE PRINTED ON ALL BONDS)

LEGAL OPINION CERTIFICATE

I, the undersigned Council Secretary to the St. Charles Parish Council, do
hereby certify that the following is a true copy of the complete legal opinion of Foley &
Judell, L.L.P., the original of which was manually executed, dated and issued as of the
date of payment for and delivery of this Bond and was delivered to Morgan Keegan &
Company, Inc., of New Orleans, Louisiana, the purchaser thereof:

(Bond Printer Shall Insert Legal Opinion)

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

(Facsimile)

Council Secretary

PRINTER INSERT AMBAC INSURANCE LEGEND

**EXHIBIT D
TO BOND ORDINANCE**

BOND PURCHASE AGREEMENT

\$7,170,000

**PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES ST-2005
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

August 1, 2005

Parish of St. Charles, State of Louisiana
Hahnville, Louisiana

The undersigned Morgan Keegan & Company, Inc., of New Orleans, Louisiana (the "Underwriter"), offers to enter into this agreement with the Parish of St. Charles, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this agreement on or before 10:00 p.m., New Orleans Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned Public Improvement Refunding Bonds, Series ST-2005 of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in Schedule I hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the St. Charles Parish Council, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured by an ordinance adopted by the Governing Authority on August 1, 2005 (the "Bond Ordinance"). The Bonds are issued pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in Schedule II attached hereto. A portion of the proceeds of the Bonds will be deposited with J.P. Morgan Trust Company, National Association, as Escrow Agent (the "Escrow Agent"), and invested pursuant to the Escrow Deposit Agreement dated as of September 14, 2005, between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal of and premium, if any, and interest on, the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which are described in Exhibit A to the Bond Ordinance (the "Refunded Bonds").

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on Schedule II attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten business days prior to the Closing, the Underwriter agrees to furnish to Foley & Judell, L.L.P., Bond Counsel, a certificate acceptable to Bond Counsel (i) specifying the reoffering prices at which a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) and (ii) certifying the accuracy of such reoffering prices (if lower than those set out in Schedule II). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Concurrently with the delivery of the Bonds, Ambac Assurance Corporation (the "Insurer") will deliver its policy of insurance insuring payment of principal of and interest on the Bonds pursuant to the terms and conditions of such policy (the "Insurance Policy").

3. **Representative.** Morgan Keegan & Company, Inc. is duly authorized to execute this Bond Purchase Agreement.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated July 25, 2005, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the said Preliminary Official Statement dated July 25, 2005. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. Representations of the Issuer.

(i)The Issuer has duly authorized all necessary action to be taken by it for: the sale of the Bonds upon the terms set forth herein and in the Official Statement; the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

(b)The information contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading; provided that no representation is made concerning information about the Insurer or the Insurance Policy;

(c)To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d)The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request provided however that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer.

6. Delivery of, and Payment for, the Bonds. At 9:30 a.m., New Orleans Time, on or about September 14, 2005, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and registered by J.P. Morgan Trust Company, National Association, as Paying Agent (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the Paying Agent, for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Bond Counsel in New Orleans, Louisiana, or such other place as may be agreed upon by the Underwriter and the Issuer. Such payment and delivery is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each maturity of the Bonds (except that for maturities with more than one interest rate a separate bond will be issued for each maturity), and registered in such names as the Underwriter may request not less than three business days prior to the Closing or if no such instructions are received by the Paying Agent, in the name of the Representative.

7. Certain Conditions To Underwriter's Obligations. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(i) At the time of Closing, the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved

by the Underwriters and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, the Bonds shall have been approved by resolution of the State Bond Commission, the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Ordinance, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(A) the approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in form satisfactory to the Underwriter;

(B) a supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer, the Escrow Agent and the Underwriter in form satisfactory to the Underwriter;

(C) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(D) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(E) a specimen of the Bonds;

(F) certified copies of the Bond Ordinance and all other ordinances of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;

(G) a certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(a) a certificate of the Paying Agent, as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer; and

(H) other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

(ii) Termination. The Underwriter shall have the right to cancel their obligation to purchase the Bonds if between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or there shall exist any event which in the Underwriter's judgment either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or there shall be in force a general suspension of trading on the New York Stock Exchange, or a general banking moratorium shall have been declared by either federal, Louisiana or New York authorities, or there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur,

or legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

8. Additional Covenants. The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request;

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

9. Survival of Representations. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

(i) Payment of Expenses. If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: the cost of the preparation and printing of the Preliminary Official Statement and the

Official Statement; the cost of the preparation of the printed Bonds; any rating agency fees the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer, and the cost of distribution of the Preliminary Official Statement and the Official Statement.

(a) The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds; the cost of the premium of the Insurance Policy; and all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with their public offering.

10. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Morgan Keegan & Company, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70130.

11. Parties. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

12. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

13. General. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

MORGAN KEEGAN & COMPANY, INC.
New Orleans, Louisiana

By:

Title:

Accepted and agreed to as of
the date first above written:

PARISH OF ST. CHARLES, STATE OF LOUISIANA

D-8

By: _____
Parish President,
Parish of St. Charles, State of Louisiana

ATTEST:

By: _____
Council Secretary,
St. Charles Parish Council

[SEAL]

**SCHEDULE I
To Bond Purchase Agreement**

Purchase Price

Par Amount of Bonds:	\$7,170,000.00
Less: Underwriter's Discount (0.90%)	Ⓜ64,530.00Ⓜ
Plus: Original Issue Premium	53,017.55
Less: Insurance Premium	Ⓜ26,320.37Ⓜ

PURCHASE PRICE \$7,132,167.18, plus accrued interest
to the delivery date of the Bonds.

SCHEDULE II

To Bond Purchase Agreement

<u>Date (Dec. 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>
2006	\$1,330,000	3.25%	100.506
2007	1,375,000	3.50	101.145
2008	1,430,000	3.50	101.241
2009	1,490,000	3.25	100.075
2010	1,545,000	3.50	100.756

**EXHIBIT E
TO BOND ORDINANCE**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**PUBLIC IMPROVEMENT BONDS
SERIES ST-1996
(MATURING DECEMBER 1, 2005 to DECEMBER 1, 2010, INCLUSIVE)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on August 1, 2005, by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), there has been deposited with J.P. Morgan Trust Company, National Association, as successor to First National Bank of Commerce, in the City of New Orleans, Louisiana (the "Escrow Agent"), as Escrow Agent under an Escrow Deposit Agreement dated as of September 14, 2005 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys which have been invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient funds to pay the principal of, premium and interest through the maturity or redemption date of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which mature December 1, 2005 to December 1, 2010 (the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the ordinance of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased maturing December 1, 2006 through December 1, 2010, are hereby called for redemption on December 1, 2005, at the principal amount thereof, plus a premium equal to 1% of each such Refunded Bond so redeemed, and accrued interest to December 1, 2005, as follows:

<u>MATURITY DATE</u>	<u>AMOUNT REDEEMED</u>	<u>INTEREST RATES</u>	<u>CUSIP NUMBERS</u>
December 1, 2006	\$1,455,000	5.00%	788071 GH5
December 1, 2007	1,530,000	5.20	788071 GJ1
December 1, 2008	1,615,000	5.20	788071 GK8
December 1, 2009	1,705,000	5.25	788071 GL6
December 1, 2010	1,800,000	5.30	788071 GM4

No further interest will accrue and be payable on the Refunded Bonds from and after December 1, 2005. The Refunded Bonds should not be surrendered for payment until December 1, 2005 and at that time should be surrendered at J.P. Morgan Trust Company, National Association (as successor to First National Bank of Commerce), as follows:

By Registered Mail

JPMorgan
Institutional Trust Services
P.O. Box 2320
Dallas, TX 75221-2320

By Courier

JPMorgan
Institutional Trust Services
2001 Bryan Street - 9th Floor
Dallas, TX 75201

By Hand

JPMorgan
Institutional Trust Services
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

The CUSIP Numbers listed above are provided for convenience of the bondowners. The Issuer does not certify as to their correctness.

Owners of the Refunded Bonds are reminded that the Federal Interest and Dividend Tax Compliance Act of 1983 requires that the Paying Agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the Owners as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then bondholders are requested to provide this information to the Paying Agent with a Form W-9 in order to avoid the aforesaid withholding.

PARISH OF ST. CHARLES

STATE OF LOUISIANA

By: _____ /s/ Barbara Jacob-Tucker

Council Secretary

Date: August 1, 2005

2005-0201

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(BOND COUNSEL)

ORDINANCE NO. _____
FOURTH SUPPLEMENTAL ORDINANCE

A Fourth Supplemental Ordinance amending and supplementing an ordinance (the "General Bond Ordinance") adopted on September 19, 1988; providing for the issuance and sale of Public Improvement Refunding Bonds, Series ST-2005, of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to the General Bond Ordinance; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; accepting an appropriate offer for the purchase of the Bonds; approving the Official Statement; and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council, acting as the governing authority of the Issuer (the "Governing Authority"), adopted an ordinance on September 19, 1988 (the "General Bond Ordinance"), authorizing the issuance from time to time of Sales Tax Revenue Bonds of the Issuer on the terms and conditions set forth in the General Bond Ordinance; and

WHEREAS, the General Bond Ordinance provides that the details of the Bonds of each Series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the Issuer authorizing the issuance of such Series of Bonds, subject to the terms, conditions and limitations established in the General Bond Ordinance; and

WHEREAS, the Issuer presently has outstanding the following described sales tax bonds (the "Outstanding Bonds") which are payable from a pledge and dedication of the revenues of the Tax (hereinafter defined), viz:

\$9,490,000 of Public Improvement Bonds, Series ST-1996 (the "1996 Bonds"), maturing on December 1 of the years 2005 through 2010, inclusive, bearing interest at 5.00%, 5.20%, 5.20%, 5.25% and 5.30% per annum, authorized by virtue of the General Bond Ordinance, as supplemented by the Third Supplemental Ordinance adopted by the governing authority of the Issuer on December 18, 1995;

WHEREAS, other than the December 1, 2005 maturity of the 1996 Bonds, the Issuer has no other outstanding indebtedness payable from the net revenues of the Tax and the Issuer has authority to issue additional bonds on a complete parity with the 1996 Bonds under the terms and conditions provided in the General Bond Ordinance; and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the 1996 Bonds which mature December 1 of the years 2006 through 2010, inclusive, (the "Refunded Bonds"), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Sub-Part F, Part III, Chapter 4 and Chapter 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Fourth Supplemental Ordinance to authorize the issuance of _____ Dollars (\$_____) principal amount of its Bonds to be the fourth issue of such bonds issued under the General Bond Ordinance and to be designated "Public Improvement Refunding Bonds, Series ST-2005 (the "Series 2005 Bonds") for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996 and paying their costs of issuance, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, it is further necessary to provide for the application of a portion of the proceeds of the Series 2005 Bonds to the refunding of the Refunded Bonds and to provide for other matters in connection with the payment or redemption of the Refunded Bonds; and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in Exhibit A hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to Notices of Defeasance and Call for Redemption; and

WHEREAS, it is necessary that this Parish Council, as the governing authority of the Issuer, prescribe the form and content of an Escrow Deposit Agreement providing for the payment of the principal, premium and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and

WHEREAS, the Issuer desires to sell the Bonds to the purchasers thereof and to fix the details of the Bonds and the terms of the sale of the Bonds;

WHEREAS, this Governing Authority has determined that all the terms and conditions specified in this Fourth Supplemental Ordinance for the issuance of the Bonds have been or will be complied with prior to the delivery of the Bonds; and

WHEREAS, this Governing Authority has investigated the operating history and the revenues collected from the levy and collection of the Tax, and has determined that the estimated revenues to be derived from the Tax in calendar year 2005 will be at least the sum of \$9,000,000, which is greater than three times the highest combined principal and interest requirements for any succeeding fiscal or calendar year period on the proposed Bonds; and

WHEREAS, the maturities on the Bonds have been arranged so that the total amount of principal and interest falling due in any year on the Bonds will never exceed 75% of the proceeds of the Tax estimated to be received by the Issuer in calendar year 2005; and

WHEREAS, the sale and issuance of the Bonds has been approved by the Louisiana State Bond Commission;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of said Parish:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in this Third Supplemental Ordinance which are defined in an ordinance (the "General Bond Ordinance") adopted by this Parish Council on September 19, 1988, entitled: "An ordinance authorizing the issuance from time to time of Public Improvement Sales Tax Bonds of the Parish of St. Charles, State of Louisiana, payable from the proceeds of the one percent (1%) sales and use tax authorized by Proposition at an election held on July 16, 1988, prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and for the rights of the registered owners thereof" shall have the same meanings as are assigned to them in the General Bond Ordinance. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the General Bond Ordinance and of this Fourth Supplemental Ordinance or of any ordinance or other instrument amendatory thereof or supplemental thereto have the following meanings:

"Act" shall include, in addition to those sections listed in the General Bond Ordinance, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Bonds" or "Series 2005 Bonds" shall mean \$_____ of Public Improvement Refunding Bonds, Series ST-2005, authorized by the General Bond Ordinance and this Fourth Supplemental Ordinance.

"Debt Service Reserve Fund Requirement" After the Outstanding Parity Bonds have been discharged by payment or defeasance, Reserve Fund Requirement shall mean a sum equal to the lesser of (i) 10% of the proceeds of the Bonds, the Outstanding Parity Bonds and any

issue of additional parity bonds, (ii) the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds, the Outstanding Parity Bonds and any issue of additional parity bonds hereafter issued in the manner provided by the General Bond Ordinance or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Bond Year on the Bonds, the Outstanding Parity Bonds and any additional parity bonds.

"Escrow Agent" shall mean J.P. Morgan Trust Company, National Association, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

"Escrow Agreement" shall collectively mean the Escrow Deposit Agreements dated as of September 14, 2005, between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which are incorporated herein by reference.

"Executive Officers" shall mean collectively the Parish President, Secretary and Director of Finance of the Issuer.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Outstanding Parity Bonds" shall mean the Issuer's unrefunded Public Improvement Bonds, Series ST-1996, maturing December 1, 2005.

"Paying Agent" shall mean J. P. Morgan Trust Company, National Association.

"Purchaser" shall mean Morgan Keegan & Company, Inc., of New Orleans, Louisiana.

"Refunded Bonds" shall mean the Issuer's outstanding \$8,105,000 of Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

"Supplemental Ordinance" shall mean this Fourth Supplemental Ordinance as the same may be supplemented or amended hereafter.

"Tax" shall mean the 1% sales and use tax authorized at an election held in the

and acknowledged that as of the date of delivery of the Bonds under this Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities, and funds so escrowed in accordance with the provisions of the Escrow Agreement.

(d) The Escrow Agreement is hereby approved by the Issuer, and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or completions deemed appropriate by such Executive Officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust funds created under the Escrow Agreement shall be strictly observed and followed in all respects.

(e) This Governing Authority does hereby find, determine and declare that the Issuer has complied, or will comply prior to the delivery of the Bonds, with all of the terms and conditions set forth in the General Bond Ordinance, as supplemented, with respect to authorizing the issuance of the Bonds on a parity with the Outstanding Parity Bonds.

SECTION 4. Principal Amount and Type. The Series 2005 Bonds shall be issued in the aggregate original principal amount of _____ Dollars (\$ _____), said Bonds being issuable as fully registered Current Interest Serial Bonds.

SECTION 5. Denominations, Dates, Maturities and Interest. The Bonds shall be dated September 14, 2005, shall be in the denomination of \$5,000 or any integral multiple thereof within a maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent interest date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing December 1, 2005, at the following rates of interest per annum, and shall mature on December 1 of each of the years and in the aggregate principal amounts set forth below:

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2006		
2007		
2008		
2009		
2010		

SECTION 6. Parity. The Bonds shall be and the same are hereby issued on a parity with the Outstanding Parity Bonds and the Bonds shall rank equally with and shall enjoy compete parity of lien with the Outstanding Parity Bonds on all of the avails or proceeds of the Tax or other funds specially applicable to the payment of the Outstanding Parity Bonds, including funds established by the General Bond Ordinance.

SECTION 7. Redemption. The Bonds shall not be callable prior to their stated dates of maturity.

SECTION 8. Application of Proceeds of Series 2005 Bonds. (a) There shall be deposited irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Series 2005 Bonds (exclusive of accrued interest), together with additional moneys of the Issuer, as will enable the Escrow Agent to pay the interest through the respective redemption dates and to redeem all of the Refunded Bonds as provided in the Escrow Agreement. The remaining proceeds of the issue shall be retained by the Issuer and for paying the costs of issuance.

(b) There shall also be deposited or retained in the ST-1996 Sales Tax Bond Sinking Fund and exclusive of the amount equal to the Debt Service Reserve Fund Requirement which shall be deposited in the Reserve Fund as provided by Section 5.03 of the General Bond Ordinance and Section 19 hereof, shall be deposited by the Issuer in a special fund to be used solely for the purpose for which the Series 2005 Bonds are issued and for the payment of the costs of issuance.

SECTION 9. Execution and Form of Bonds. The Bonds and the endorsements to appear on all such Bonds issuable hereunder shall be, respectively, substantially in the form set forth in Exhibit C hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by law or by the General Bond Ordinance, as amended and supplemented by this Supplemental Ordinance and as may be amended and supplemented by any ordinance. The Series 2005 Bonds shall be lettered "R" and shall be numbered separately from 1 upward. If the purchaser of the Bonds have obtained insurance on all maturities of the Bonds, an endorsement satisfactory to bond counsel may be printed on any or all the Bonds.

SECTION 10. Paying Agent; Appointment and Acceptance of Duties. The initial Paying Agent for the Bonds shall be J.P. Morgan Trust Company, National Association. The Bonds shall be paid in the medium of payment as provided in Section 3.03 of the General Bond Ordinance.

SECTION 11. Escrow Agent; Appointment and Acceptance of Duties . The Escrow Agent is hereby appointed to serve as escrow agent for the Refunded Bonds. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering an Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 12. Sale of the Bonds. The Bonds are hereby awarded to and sold to the Purchaser at a price of \$(INSERT PRICE OF BONDS) [representing the par amount of the Bonds \$(INSERT PAR AMOUNT OF BONDS) minus original issue discount of \$(INSERT), minus Underwriters's Discount (INSERT UNDERWRITER'S DISCOUNT NOT EXCEEDING 4% OF PAR) of \$(INSERT) and minus the allowance for insurance premium of \$(INSERT INSURANCE PREMIUM)], plus accrued interest, if any, and under the terms and conditions set forth in the Bond Purchase Agreement (hereinafter defined), and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser or their agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Bond Purchase Agreement dated August 1, 2005, in substantially the form attached hereto as Exhibit D is hereby approved and the Executive Officers of the Issuer are hereby authorized, empowered and directed to execute the Bond Purchase Agreement on behalf of the Issuer and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement the Bond Ordinance or to facilitate the sale of the Bonds.

SECTION 13. Supplemental Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall be the registered owners of the same from time to time, the provisions of this Supplemental Ordinance shall be a part of the contract of the Issuer with the owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer, the Paying Agent and the owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by and on behalf of the Issuer shall be for the benefit, protection and security of the owners of any and all of the Bonds.

SECTION 14. Arbitrage Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings of the United States of America, or (ii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, from time to time amended, or any successor provision thereto.

SECTION 15. Continuing Disclosure . Pursuant to 17 CFR 240.15c2-12 (the "SEC Continuing Disclosure Rules") the Issuer covenants and agrees for the benefit of the

Owners of the Bonds to provide certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of the events enumerated in Section (b)(5)(I)(C) of the SEC Continuing Disclosure Rules, if material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), and with the Louisiana State Information Depository ("Louisiana SID"), if any. Any notices of material events shall be filed with each NRMSIR or with the Municipal Securities Rulemaking Board ("MSRB"), and with the Louisiana SID, if any. The specific nature of the information to be contained in the Annual Report or the notice of material events shall be as more fully set forth in the Continuing Disclosure Certificate attached to the Official Statement, as the same may be amended from time to time in accordance with its terms. Failure to comply with the SEC Continuing Disclosure Rules shall not constitute an "event of default" under Section 10.01 of the General Bond Ordinance, however any of the Owners of the Bonds may take such action or exercise such remedies as may be provided by law to enforce the obligations of the Issuer under the Continuing Disclosure Certificate.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section, including, without limitation, the Continuing Disclosure Certificate in substantially the form attached to the Official Statement.

SECTION 16. Official Statement. On behalf of the Issuer, this Governing Authority does hereby approve the Official Statement prepared and distributed in connection with the sale of the Bonds and further declares that the information contained therein is true and correct to the best of its knowledge and belief; that due diligence has been exercised in the preparation of said Official Statement; that said Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact; that the information contained therein has been obtained from sources which are believed to be reliable and that this Governing Authority has no reason to believe that any material fact contained therein is untrue or any material fact has been omitted in effecting the purpose of the Official Statement to constitute a due diligence disclosure of all material information in connection with offering the Bonds for sale and reflecting the security for the payment thereof.

The Executive Officers be and the same are hereby authorized and directed to review the information contained in said Official Statement and certify, if true, on the date of delivery of the Bonds that no adverse happenings have occurred and that there have been no relevant or material changes in the information contained in said Official Statement since the date of the sale of the Bonds which affect the Bonds or the security for their payment.

SECTION 17. Call for Redemption. Subject only to the delivery of the Bonds, \$8,105,000 principal amount of the Issuer's Public Improvement Bonds, Series ST-1996, consisting of all of said bonds due December 1, 2006 to December 1, 2010, inclusive, are hereby called for redemption on December 1, 2005 at the principal amount thereof, plus a premium equal to one percent (1%) of the principal amount of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the Third Supplemental Ordinance authorizing their issuance.

SECTION 18. Notice of Redemption . (a) In accordance with the General Bond Ordinance, the Third Supplemental Ordinance authorizing the issuance of the Series 1996 Bonds, a notice of redemption in substantially the form attached hereto as Exhibit E, shall be given by the paying agent/registrar for the Refunded Bonds by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Refunded Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the paying agent/registrar for the Refunded Bonds.

SECTION 19. Publication of Ordinance. A copy of this Supplemental Ordinance shall be published immediately after its adoption in the official journal of the Issuer.

SECTION 20. Debt Service Reserve Fund Requirement. The General Bond Ordinance is hereby amended so the definition of Debt Service Reserve Fund Requirement hereafter will read as it appears in the Definitions set forth in Section 1 hereof. This Section 20 shall be effective upon payment of the December 1, 2005 maturity of the Outstanding Parity Bonds.

SECTION 21. Payment into Various Funds. (i) In addition to payments required with regard to the debt service on the Outstanding Parity Bonds, on the 20th day of each month, commencing September 1, 2005, there shall be paid from the Sales Tax Fund into the Sinking Fund, during the period September 1, 2005 through November 30, 2005, a sum equal to ½ of the interest falling due on December 1, 2005 and (ii) thereafter, a sum equal to one-sixth of the interest falling due on the Bonds on the next interest payment date and one-twelfth (1/12) of the principal falling due on the on the next principal payment date together with such additional proportionate sum as may be required to pay said principal and interest as the same becomes due and payable. The payments required herein shall be in addition to all payments required to be made by the Issuer pursuant to the General Bond Ordinance and the First, Second and Third Supplemental Ordinances.

Upon delivery of the Bonds, proceeds thereof shall be deposited into the Reserve Fund in an amount, which when added to funds presently therein, shall equal the Debt Service Reserve Fund Requirement.

SECTION 22. Filing of Ordinance. A certified copy of this Supplemental Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of St. Charles, Louisiana.

SECTION 23. Employment of Bond Counsel. It is recognized by this Governing Authority that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds and accordingly the employment of Foley & Judell, L.L.P., of New Orleans, Louisiana, as special bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work with respect to the issuance and sale of the Bonds, is hereby ratified and confirmed. The fees to be paid said attorneys shall be in accordance with the Attorney General's Guidelines for Fees and Services of Bond Attorneys, which fee for special bond counsel shall not exceed the amount calculated in accordance with the Attorney General's

Guidelines for Comprehensive Legal Services in the issuance of revenue bonds, plus actual out-of-pocket expenses incurred in connection with the issuance of the Bonds. The fees herein described shall be payable directly to special bond counsel by the Director of Finance of the Issuer from the funds derived from the sale of said Bonds. Bond Counsel shall also assist in the preparation of an Official Statement containing detailed and comprehensive financial and statistical data required with respect to the sale of the Bonds and the costs of the preparation, printing and distribution of such official statement shall be paid from the proceeds of the Bonds. Said Official Statement may be submitted to such nationally recognized bond rating service or services as may be recommended by bond counsel, together with a request that an appropriate rating be assigned. A certified copy of this Bond Ordinance shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 24. Bond Insurance Language. (Insert Language required by Bond Insurance Company selected).

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the ordinance was declared adopted on this, the 1st day of August, 2005.

Chairman

Secretary

DELIVERED TO PARISH PRESIDENT

APPROVED:

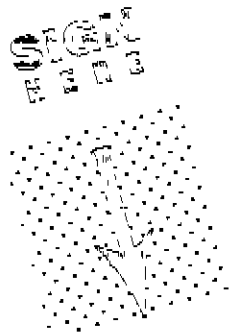
DISAPPROVED:

Parish President

RETURNED TO SECRETARY ON

AT _____ A.M./P.M.

RECEIVED BY: _____



STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing _____ pages constitute a true and correct copy of an ordinance adopted by the Parish Council on August 1, 2005, a Fourth Supplemental Ordinance amending and supplementing an ordinance (the "General Bond Ordinance") adopted on September 19, 1988; providing for the issuance and sale of Public Improvement Refunding Bonds, Series ST-2005, of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to the General Bond Ordinance; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; accepting the lowest and best bid for the purchase of the Bonds; approving the Official Statement; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Hahnville, Louisiana, on this, the 1st day of August, 2005.

Secretary

(SEAL)

Are these
these
attach.
going to
change?

EXHIBIT A
TO BOND ORDINANCE

OUTSTANDING BONDS TO BE REFUNDED

\$8,105,000

PARISH OF ST. CHARLES, STATE OF LOUISIANA
PUBLIC IMPROVEMENT BONDS
SERIES ST-1996

<u>YEAR</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2006	\$1,455,000	5.00%
2007	1,530,000	5.20
2008	1,615,000	5.20
2009	1,705,000	5.25
2010	1,800,000	5.30

The Bonds will be called for redemption on December 1, 2005, at a price of 101% of the principal amount thereof, plus accrued interest to the redemption date.

**EXHIBIT B
TO BOND ORDINANCE**

ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT, by and between the **PARISH OF ST. CHARLES, STATE OF LOUISIANA**(the "Issuer"), appearing herein through the hereinafter named officers, and **J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association under the laws of the United States of America and duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers, which shall be dated September 14, 2005.

W I T N E S S E T H :

WHEREAS, the Issuer has heretofore duly authorized and issued its Public Improvement Bonds, Series ST-1996, of which \$9,490,000 is outstanding (the "ST-1996 Bonds"); and

WHEREAS, the Issuer has found and determined that the call for redemption of those ST-1996 Bonds which mature serially on December 1 of the years 2006 through 2010, inclusive (hereinafter referred to as the "Refunded Bonds"), would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of _____ Dollars (\$ _____) of its Public Improvement Refunding Bonds, Series ST-2005 (the "Bonds"), for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the governing authority of the Issuer on August 1, 2005 (the "Bond Ordinance") the Refunded Bonds to be redeemed being described in the Bond Ordinance; and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds, and other moneys available to the Issuer shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, premium, if any, and interest accruing on the Refunded Bonds through their redemption date on December 1, 2005;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as "St. Charles Parish, Public Improvement Refunding Bonds, Series ST- 2005 Escrow Fund" (herein called the "Escrow Fund") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund; Application of Moneys. Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$ _____ from the proceeds of the Bonds (the "Bond Proceeds") and a transfer of \$ _____ from the existing funds of the Issuer (the "Existing Funds"). Such funds will be applied as follows:

- (i) \$ _____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A attached hereto;
- (ii) \$ _____ of Existing Funds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A attached hereto
- (iii) \$ _____ of Bond Proceeds to the Escrow Fund to establish the initial cash deposit
- (iv) \$ _____ of Existing Funds to the Escrow Fund to establish the initial cash deposit;

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in Schedule A attached hereto. The obligations listed in Schedule A hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations". All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in Schedule B attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in Schedule A hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in Schedule A which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in Schedule A for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to

make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

(c) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if such Replacement Obligations:

(i) are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in Schedule A hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in Schedule A hereto for which the substitution occurred;

(ii) mature on or before the next date on which the Government Securities listed in Schedule A hereto which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds; and

(iii) the Escrow Agent shall have been provided with an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in Schedule C, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Issuer shall notify the Insurer (as defined in the Bond Ordinance) within three business days of the Issuer's failure to remedy such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit

of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 4. Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund. Any amounts held as cash in the Escrow Fund, shall be held in cash without any investment thereof, not as a time or demand deposit with any bank, savings and loan or other depository.

SECTION 5. Payment of Refunded Bonds. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable. On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds due on said date and any principal of and redemption premiums on the Refunded Bonds due on said date by reason of the redemption of Refunded Bonds, in accordance with Schedule C attached hereto.

SECTION 6. Notice of Redemption. The Issuer shall cause a Notice of Redemption of the Refunded Bonds to be sent by the paying agent for the Refunded Bonds, by first class mail not less than thirty (30) days prior to the date of redemption of the Refunded Bonds to the registered owners thereof as the same appear on the registration books maintained by the paying agent. The Issuer will reimburse the paying agent for the Refunded Bonds for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

SECTION 7. Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by the Bond Ordinance and this Agreement and shall be transferred to the Issuer.

SECTION 8. Rights of Owners of Refunded Bonds. The escrow trust fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest

and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 9. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in Schedule A, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 10. Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 11. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

SECTION 12. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, and with the prior written consent of the Issuer, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall

execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 13. Amendments. This Agreement may be amended with the consent of the Issuer, the Insurer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to the Insurer and any rating agencies which have rated the Bonds

SECTION 14. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 15. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 16. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 17. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 18. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first written.

**PARISH OF ST. CHARLES,
STATE OF LOUISIANA**
P. O. Box 302
Hahnville, Louisiana 70057

ATTEST:

By: _____
Parish President,
Parish of St. Charles, State of Louisiana

By: _____
Council Secretary,
St. Charles Parish Council

[SEAL]

**J.P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION**
as Escrow Agent

[SEAL

By: _____
Title:

SCHEDULE A
To Escrow Deposit Agreement

SCHEDULE OF ESCROW SECURITIES
PURCHASED WITH BOND PROCEEDS

SCHEDULE B
To Escrow Agreement

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

SCHEDULE C
To Escrow Deposit Agreement

DEBT SERVICE ON REFUNDED BONDS

**EXHIBIT C
TO BOND ORDINANCE**

(FORM OF BONDS)

No. R- _____

Principal Amount: \$ _____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

PUBLIC IMPROVEMENT REFUNDING BOND, SERIES ST-2005
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
September 14, 2005	December 1, _____	_____%

PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"), promises to
pay to

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2005, at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at _____, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered at the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Parish by the facsimile signature of its Parish President and Council Secretary, and a facsimile of its corporate seal to be imprinted hereon.

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President,
Parish of St. Charles, State of
Louisiana

(SEAL)

* * * * *

(FORM OF REVERSE OF BOND)

This Bond is one of an authorized issue of Public Improvement Refunding Bonds, Series ST-2005, aggregating in principal the sum of _____ Dollars (\$_____) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to an ordinance adopted by its governing authority on August 1, 2005 (the "Bond Ordinance"), for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination..

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal office of the Paying Agent, as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent and any agent of either thereof may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are not callable for redemption prior to their stated maturity dates.

The Bonds and the issue of which it forms a part are issued on a complete parity with the Issuer's outstanding, unrefunded Public Improvement Bonds, Series ST-1996, maturing December 1, 2005 (the "Outstanding Parity Bonds"), and it is certified that the Issuer has complied with all required terms and conditions with respect to the issuance of bonds on a parity with the Outstanding Parity Bonds.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the special one percent (1%) sales and use tax now being levied and collected by the Issuer, pursuant to the Constitution and laws of the State of Louisiana, and in compliance with the election held on July 16, 1988 (the "Tax"), subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional and statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the Tax revenues to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of pari passu additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of Louisiana as provided by law.

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

_____ as Paying Agent

Date of Registration: _____ By: _____ Authorized Officer

* * * * *

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of a sales and use tax in the Parish of St. Charles, Louisiana. Registered this ____ day of _____, 2005.

_____ Secretary of State

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security
or other Identifying Number of Assignee

[Empty box for Social Security or other Identifying Number of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney or agent to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

(FORM OF LEGAL OPINION CERTIFICATE)
(TO BE PRINTED ON ALL BONDS)

LEGAL OPINION CERTIFICATE

I, the undersigned Council Secretary to the St. Charles Parish Council, do hereby certify that the following is a true copy of the complete legal opinion of Foley & Judell, L.L.P., the original of which was manually executed, dated and issued as of the date of payment for and delivery of this Bond and was delivered to Morgan Keegan & Company, Inc., of New Orleans, Louisiana, the purchaser thereof:

(Bond Printer Shall Insert Legal Opinion)

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

(Facsimile)

Council Secretary

PRINTER INSERT INSURANCE LEGEND

**EXHIBIT D
TO BOND ORDINANCE**

BOND PURCHASE AGREEMENT

§ _____
**PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES ST-2005
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

August 1, 2005

Parish of St. Charles, State of Louisiana
Hahnville, Louisiana

The undersigned Morgan Keegan & Company, Inc., of New Orleans, Louisiana (the "Underwriter"), offers to enter into this agreement with the Parish of St. Charles, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this agreement on or before 10:00 p.m., New Orleans Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned Public Improvement Refunding Bonds, Series ST-2005 of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in Schedule I hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the St. Charles Parish Council, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured by an ordinance adopted by the Governing Authority on August 1, 2005 (the "Bond Ordinance"). The Bonds are issued pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in Schedule II attached hereto. A portion of the proceeds of the Bonds will be deposited with J.P. Morgan Trust Company, National Association, as Escrow Agent (the "Escrow Agent"), and invested pursuant to the Escrow Deposit Agreement dated as of September 14, 2005, between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal of and premium, if any, and interest on, the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which are described in Exhibit A to the Bond Ordinance (the "Refunded Bonds").

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on Schedule II attached hereto,

and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten business days prior to the Closing, the Underwriter agrees to furnish to Foley & Judell, L.L.P., Bond Counsel, a certificate acceptable to Bond Counsel (i) specifying the reoffering prices at which a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) and (ii) certifying the accuracy of such reoffering prices (if lower than those set out in Schedule II). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Concurrently with the delivery of the Bonds, _____ (the "Insurer") will deliver its policy of insurance insuring payment of principal of and interest on the Bonds pursuant to the terms and conditions of such policy (the "Insurance Policy").

3. **Representative.** Morgan Keegan & Company, Inc. is duly authorized to execute this Bond Purchase Agreement.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated _____, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the said Preliminary Official Statement dated _____. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. **Representations of the Issuer.**

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be

executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

(b) The information contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading; provided that no representation is made concerning information about the Insurer or the Insurance Policy;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, the Escrow Agreement and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request provided however that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process

under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer.

6. **Delivery of, and Payment for, the Bonds.** At 9:30 a.m., New Orleans Time, on or about September 14, 2005, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and registered by J.P. Morgan Trust Company, National Association, as Paying Agent (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the Paying Agent, for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Bond Counsel in New Orleans, Louisiana, or such other place as may be agreed upon by the Underwriter and the Issuer. Such payment and delivery is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each maturity of the Bonds (except that for maturities with more than one interest rate a separate bond will be issued for each maturity), and registered in such names as the Underwriter may request not less than three business days prior to the Closing or if no such instructions are received by the Paying Agent, in the name of the Representative.

7. **Certain Conditions To Underwriter's Obligations** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Ordinance shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriters and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by resolution of the State Bond Commission, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Ordinance, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(A) the approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in form satisfactory to the Underwriter;

(B) a supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer, the Escrow Agent and the Underwriter in form satisfactory to the Underwriter;

(C) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(D) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(E) a specimen of the Bonds;

(F) certified copies of the Bond Ordinance and all other ordinances of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;

(G) a certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(H) a certificate of the Paying Agent, as to (a) its corporate capacity to act as such, (b) the incumbency and signatures of authorized officers, and (c) its due registration of the Bonds delivered at the Closing by an authorized officer; and

(I) other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. Termination. The Underwriter shall have the right to cancel their obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such

legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. Additional Covenants The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request;

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

10. Survival of Representations. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. Payment of Expenses. If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of the printed Bonds; (iii) any rating agency fees (iv) the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer, and (v) the cost of distribution of the Preliminary Official Statement and the Official Statement.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) the cost of the premium of the Insurance Policy; and (c) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with their public offering.

12. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Morgan Keegan & Company, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70130.

13. Parties. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

14. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

15. General. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

MORGAN KEEGAN & COMPANY, INC.
New Orleans, Louisiana

By: _____
Title:

Accepted and agreed to as of
the date first above written:

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____
Parish President,
Parish of St. Charles, State of Louisiana

ATTEST:

By: _____
Council Secretary,
St. Charles Parish Council

[SEAL]

**SCHEDULE I
To Bond Purchase Agreement**

Purchase Price

Par Amount of Bonds:	\$ _____
Less: Underwriter's Discount (____%)	< _____ >
Plus: Original Issue Premium	_____
Less: Insurance Premium	< _____ >

PURCHASE PRICE \$ _____, plus accrued interest to the delivery date of the Bonds.

**SCHEDULE II
To Bond Purchase Agreement**

<u>Date</u> (Dec. 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Reoffering</u> <u>Price</u>
2006	\$	%	
2007			
2008			
2009			
2010			

**EXHIBIT E
TO BOND ORDINANCE**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**PUBLIC IMPROVEMENT BONDS
SERIES ST-1996
(MATURING DECEMBER 1, 2006 to DECEMBER 1, 2010, INCLUSIVE)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on August 1, 2005, by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), there has been deposited with J.P. Morgan Trust Company, National Association, as successor to First National Bank of Commerce, in the City of New Orleans, Louisiana (the "Escrow Agent"), as Escrow Agent under an Escrow Deposit Agreement dated as of September 14, 2005 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys which have been invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient funds to pay the principal of, premium and interest through the redemption date of the Issuer's outstanding Public Improvement Bonds, Series ST-1996, which mature December 1, 2006 to December 1, 2010 (the "Refunded Bonds"), as hereinafter set forth.

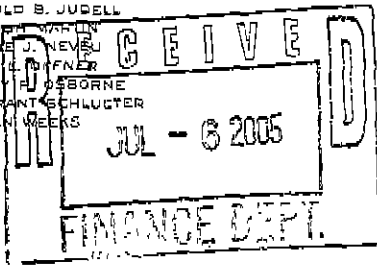
In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the ordinance of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased are hereby called for redemption on December 1, 2005, at the principal amount thereof, plus a premium equal to 1% of each such Refunded Bond so redeemed, and accrued interest to December 1, 2005, as follows:

<u>MATURITY DATE</u>	<u>AMOUNT REDEEMED</u>	<u>INTEREST RATES</u>	<u>CUSIP NUMBERS</u>
December 1, 2006	\$1,455,000	5.00%	788071 GH5
December 1, 2007	1,530,000	5.20	788071 GJ1
December 1, 2008	1,615,000	5.20	788071 GK8
December 1, 2009	1,705,000	5.25	788071 GL6
December 1, 2010	1,800,000	5.30	788071 GM4

No further interest will accrue and be payable on the Refunded Bonds from and after December 1, 2005. The Refunded Bonds should not be surrendered for payment until December 1, 2005 and at that time should be surrendered at J.P. Morgan Trust Company, National Association (as successor to First National Bank of Commerce), as follows:

LONNIE L. BEWLEY
MEREDITH L. HATHORN
DAVID C. HENDERSON
HAROLD B. JUDELL
J. HUBERT WARRIN
WAYNE J. NEVILL
ALAN L. DUFFNER
JERRY R. OSBORNE
C. GRANT SCHLUETER
SUGAN WEEKS



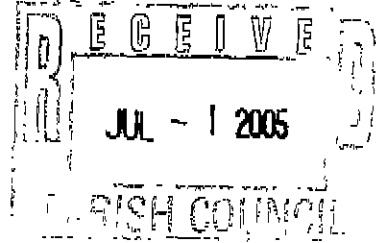
FOLEY & JUDELL, L.L.P.
ATTORNEYS AND COUNSELLORS AT LAW
ONE CANAL PLACE
SUITE 2000
365 CANAL STREET
NEW ORLEANS, LOUISIANA 70130-1138
(504) 568-1249 • FAX (504) 565-3900

BATON ROUGE OFFICE
601 ST. FERDINAND STREET
BATON ROUGE, LOUISIANA 70802-6152
TELEPHONE (225) 923-2476
FAX (225) 923-2477

DUDLEY C. FOLEY JR.
JOHN W. COX
WILLIAM H. BECK JR.
STEPHEN L. JOHNSON JR.
OF COUNSEL

OUR FILE NO.

June 29, 2005



Hon. Albert Laque
Parish President

Through:

Ms. Lorrie Toups
St. Charles Parish Council
15045 Highway 18
2nd Floor
Hahnville, Louisiana 70057

RE: Not exceeding \$7,800,000 of Public
Improvement Refunding Bonds, Series ST-
2005, of the Parish of St. Charles, State of
Louisiana;

Dear Lorrie:

In connection with the July 18th meeting of the Parish Council, we are enclosing an ordinance providing for the sale and issuance of the captioned bonds, which should be introduced on July 18th. Please handle the introduction and publication of the notice of introduction in your usual manner. This ordinance should be scheduled for final adoption at the August 1, 2005 Parish Council meeting. You will note there are a number of blank spaces in these proceedings which cannot be completed until receipt of the bid from Morgan Keegan. Upon adoption of the ordinance, we will complete same and furnish you with a copy for your minute book.

I will attend the meeting on July 18th if you need me to. In the meantime, should you have any questions, please do not hesitate to call our office.

If you need assistance, please feel free to contact me.

Very truly yours,

Jerry R. Osborne

Enclosures

cc Hon. Albert D. Laque, Parish President
Hon. Lance Marino, Chairman
✓ Ms. Barbara Jacob-Tucker, Secretary

LONNIE L BEWLEY
MEREDITH L HATHORN
DAVID E HENDERSON
HAROLD B JUDELL
J HUGH MARTIN
WAYNE J NEVEU
ALAN L OFFNER
JERRY R OSBORNE
C GRANT SCHLUETER
SUSAN WEEKS

FOLEY & JUDELL, L.L.P.
ATTORNEYS AND COUNSELLORS AT LAW
ONE CANAL PLACE
SUITE 2800
365 CANAL STREET
NEW ORLEANS LOUISIANA 70130-1138
(504) 568-1249 • FAX (504) 565-3900

BATON ROUGE OFFICE
601 ST FERDINAND STREET
BATON ROUGE LOUISIANA 70802-6152
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DUDLEY C. FOLEY JR
JOHN W COX
WILLIAM H BECK JR
STEPHEN L JOHNSON JR
OF COUNSEL

OUR FILE NO.

June 29, 2005

17633

sender's e-mail address:
josborne@foleyjudell.com

Ms. Kathy Pine
J.P. Morgan Trust Company
One American Place
301 Main Street, Suite 1510
Baton Rouge, LA 70825

Re: Public Improvement Bonds, Series ST-1996, of the
Parish of St. Charles, State of Louisiana

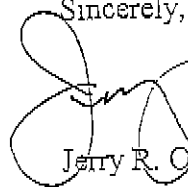
Dear Kathy:

We have been employed as Bond Counsel to the Parish of St. Charles (the "Parish"). The Parish is planning to refund its outstanding Public Improvement Bonds, Series ST-1996, maturing on December 1, 2006 to December 1, 2010, on December 1, 2005. According to our records, the total payment that will be due is as follows:

Refunded principal	\$8,105,000.00
Interest Due	210,601.25
Premium (1%)	<u>81,050.00</u>
Total Due	\$8,396,651.25

Please advise me as to whether or not you find these figures to be correct. Please advise of the wiring instructions to J.P. Morgan Trust Company, National Association.

Sincerely,



Jerry R. Osborne

JRO/kmc

cc: Hon. Albert D. Laque, Parish President
Hon. Lance Marino, Chairman
Ms. Barbara Jacob-Tucker, Secretary
Ms. Lorrie Toups

B

Berthelot, Valarie

From: Melissa Chiek [MChiek@FoleyJudell.com]
Sent: Monday, July 11, 2005 1:52 PM
To: Berthelot, Valarie
Cc: Kim Callihan; Jerry Osborne
Subject: St. Charles Sales Tax Refunding Ordinance

Revised Version

Attached is the corrected ordinance for introduction. Please note that the title has a change in it. The change reads accepting an appropriate offer instead of accepting the lowest bid. If you have any questions, please give me a call. Thanks

Melissa Chiek
Foley & Judell, L.L.P.
365 Canal Street, Suite 2600
New Orleans, LA 70130
Tel: (504) 568-1249 Fax: (504) 565-3900

E-mail: mchiek@foleyjudell.com

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7/11/2005

Original Version 13

2005-0201

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(BOND COUNSEL)

ORDINANCE NO. _____
FOURTH SUPPLEMENTAL ORDINANCE

A Fourth Supplemental Ordinance amending and supplementing an ordinance (the "General Bond Ordinance") adopted on September 19, 1988; providing for the issuance and sale of Public Improvement Refunding Bonds, Series ST-2005, of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to the General Bond Ordinance; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; accepting the lowest and best bid for the purchase of the Bonds; approving the Official Statement; and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council, acting as the governing authority of the Issuer (the "Governing Authority"), adopted an ordinance on September 19, 1988 (the "General Bond Ordinance"), authorizing the issuance from time to time of Sales Tax Revenue Bonds of the Issuer on the terms and conditions set forth in the General Bond Ordinance; and

WHEREAS, the General Bond Ordinance provides that the details of the Bonds of each Series of Bonds issued thereunder shall be specified in a supplemental ordinance adopted by the Issuer authorizing the issuance of such Series of Bonds, subject to the terms, conditions and limitations established in the General Bond Ordinance; and

WHEREAS, the Issuer presently has outstanding the following described sales tax bonds (the "Outstanding Bonds") which are payable from a pledge and dedication of the revenues of the Tax (hereinafter defined), viz:

\$9,490,000 of Public Improvement Bonds, Series ST-1996 (the "1996 Bonds"), maturing on December 1 of the years 2005 through 2010, inclusive, bearing interest at 5.00%, 5.20%, 5.20%, 5.25% and 5.30% per annum, authorized by virtue of the General Bond Ordinance, as supplemented by the Third Supplemental Ordinance adopted by the governing authority of the Issuer on December 18, 1995;

WHEREAS, other than the December 1, 2005 maturity of the 1996 Bonds, the Issuer has no other outstanding indebtedness payable from the net revenues of the Tax and the Issuer has authority to issue additional bonds on a complete parity with the 1996 Bonds under the terms and conditions provided in the General Bond Ordinance; and

WHEREAS, the Issuer has found and determined that the refunding of \$8,105,000 of the 1996 Bonds which mature December 1 of the years 2006 through 2010, inclusive, (the "Refunded Bonds"), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Sub-Part F, Part III, Chapter 4 and Chapter 14A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the Issuer to adopt this Fourth Supplemental Ordinance to authorize the issuance of _____ Dollars (\$ _____) principal amount of its Bonds to be the fourth issue of such bonds issued under the General Bond Ordinance and to be designated "Public Improvement Refunding Bonds, Series ST-2005 (the "Series 2005 Bonds") for the purpose of refunding a portion of the Issuer's outstanding Public Improvement Bonds, Series ST-1996 and paying their costs of issuance, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

WHEREAS, it is further necessary to provide for the application of a portion of the proceeds of the Series 2005 Bonds to the refunding of the Refunded Bonds and to provide for other matters in connection with the payment or redemption of the Refunded Bonds; and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in Exhibit A hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to Notices of Defeasance and Call for Redemption; and

WHEREAS, it is necessary that this Parish Council, as the governing authority of the Issuer, prescribe the form and content of an Escrow Deposit Agreement providing for the payment of the principal, premium and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and

WHEREAS, the Issuer desires to sell the Bonds to the purchasers thereof and to fix the details of the Bonds and the terms of the sale of the Bonds;

WHEREAS, this Governing Authority has determined that all the terms and conditions specified in this Fourth Supplemental Ordinance for the issuance of the Bonds have been or will be complied with prior to the delivery of the Bonds; and

WHEREAS, this Governing Authority has investigated the operating history and the revenues collected from the levy and collection of the Tax, and has determined that the estimated revenues to be derived from the Tax in calendar year 2005 will be at least the sum of \$9,000,000, which is greater than three times the highest combined principal and interest requirements for any succeeding fiscal or calendar year period on the proposed Bonds; and

WHEREAS, the maturities on the Bonds have been arranged so that the total amount of principal and interest falling due in any year on the Bonds will never exceed 75% of the proceeds of the Tax estimated to be received by the Issuer in calendar year 2005; and

WHEREAS, the sale and issuance of the Bonds has been approved by the Louisiana State Bond Commission;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of said Parish:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in this Third Supplemental Ordinance which are defined in an ordinance (the "General Bond Ordinance") adopted by this Parish Council on September 19, 1988, entitled: "An ordinance authorizing the issuance from time to time of Public Improvement Sales Tax Bonds of the Parish of St. Charles, State of Louisiana, payable from the proceeds of the one percent (1%) sales and use tax authorized by Proposition at an election held on July 16, 1988, prescribing the form, fixing the details and providing for the payment of principal of and interest on such bonds and for the rights of the registered owners thereof" shall have the same meanings as are assigned to them in the General Bond Ordinance. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the General Bond Ordinance and of this Fourth Supplemental Ordinance or of any ordinance or other instrument amendatory thereof or supplemental thereto have the following meanings:

"Act" shall include, in addition to those sections listed in the General Bond Ordinance, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Bonds" or "Series 2005 Bonds" shall mean \$ _____ of Public Improvement Refunding Bonds, Series ST-2005, authorized by the General Bond Ordinance and this Fourth Supplemental Ordinance.

"Debt Service Reserve Fund Requirement" shall mean a sum equal to the lesser of (i) 10% of the proceeds of the Bonds, the Outstanding Parity Bonds and any issue of additional parity bonds, (ii) the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds, the Outstanding Parity Bonds and any issue of additional parity bonds hereafter issued in the manner provided by the General Bond Ordinance or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Bond Year on the Bonds, the Outstanding Parity Bonds and any additional parity bonds.

"Escrow Agent" shall mean J.P. Morgan Trust Company, National Association, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

"Escrow Agreement" shall collectively mean the Escrow Deposit Agreements dated as of September 14, 2005, between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which are incorporated herein by reference.

"Executive Officers" shall mean collectively the Parish President, Secretary and Director of Finance of the Issuer.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Outstanding Parity Bonds" shall mean the Issuer's unrefunded Public Improvement Bonds, Series ST-1996, maturing December 1, 2005.

"Paying Agent" shall mean J. P. Morgan Trust Company, National Association.

"Purchaser" shall mean Morgan Keegan & Company, Inc., of New Orleans, Louisiana.

"Refunded Bonds" shall mean the Issuer's outstanding \$8,105,000 of Public Improvement Bonds, Series ST-1996, maturing December 1, 2006 to December 1, 2010, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

"Supplemental Ordinance" shall mean this Fourth Supplemental Ordinance as the same may be supplemented or amended hereafter.

"Tax" shall mean the 1% sales and use tax authorized at an election held in the Parish of St. Charles on July 16, 1988.

Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Supplemental Ordinance: (i) all references to a particular section, paragraph or subdivision of the General Bond Ordinance or this Supplemental Ordinance, as the case may be, are to the corresponding section, paragraph or subdivision of the General Bond Ordinance only, or this Supplemental Ordinance only, as the case may be; (ii) the terms "herein", "hereunder", "hereby", "hereto", "hereof", and any similar terms, refer to this Supplemental Ordinance only, and to this Supplemental Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; (iii) the terms "therein", "thereunder", "thereby", "thereto", "thereof", and any similar terms, refer to the General Bond Ordinance, and to the General Bond Ordinance as a whole and not to any particular section, paragraph or subdivision thereof; and (iv) the term "heretofore" means before the time of effectiveness of this Supplemental Ordinance and the term "hereafter" means after the time of the effectiveness of this Supplemental Ordinance.

SECTION 2. Interpretation. In this Supplemental Ordinance, unless the context otherwise requires, (a) words importing persons include firms, associations and corporations, (b) words importing the singular include the plural and vice versa and (c) words of the masculine gender shall be deemed and considered to include correlative words of the feminine and neuter genders.

SECTION 3. Authorization and Designation and Escrow Deposit Agreement. (a) Pursuant to the provisions of the General Bond Ordinance, this Supplemental Ordinance and the Act, there is hereby authorized the issuance of _____ Dollars (\$) principal amount of Series 2005 Bonds of the Issuer to be designated "Public Improvement Refunding Bonds, Series 2005", for the purpose of refunding the Refunded Bonds and paying their costs of issuance. The Series 2005 Bonds shall be special obligations of the Issuer payable solely from the avails or proceeds of the Tax, subject only to the payment of the reasonable costs and expenses of collecting and administering the Tax, shall be entitled, pursuant to and in accordance with the General Bond Ordinance, to the pledge and lien created thereby and shall be otherwise entitled to the security and benefits thereof.

(b) A portion of the proceeds of the Bonds, together with other available moneys of the Issuer, shall be deposited at delivery of the Bonds in an escrow account in the form of Government Securities plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for the payment of the principal of, premium, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 24 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities, and funds so escrowed in accordance with the provisions of the Escrow Agreement.

(d) The Escrow Agreement is hereby approved by the Issuer, and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or completions deemed appropriate by such Executive Officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust funds created under the Escrow Agreement shall be strictly observed and followed in all respects.

(e) This Governing Authority does hereby find, determine and declare that the Issuer has complied, or will comply prior to the delivery of the Bonds, with all of the terms and conditions set forth in the General Bond Ordinance, as supplemented, with respect to authorizing the issuance of the Bonds on a parity with the Outstanding Parity Bonds.

SECTION 4. Principal Amount and Type. The Series 2005 Bonds shall be issued in the aggregate original principal amount of _____ Dollars (\$ _____), said Bonds being issuable as fully registered Current Interest Serial Bonds.

SECTION 5. Denominations, Dates, Maturities and Interest. The Bonds shall be dated September 14, 2005, shall be in the denomination of \$5,000 or any integral multiple thereof within a maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent interest date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing December 1, 2005, at the following rates of interest per annum, and shall mature on December 1 of each of the years and in the aggregate principal amounts set forth below:

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2006		
2007		
2008		
2009		
2010		

SECTION 6. Parity. The Bonds shall be and the same are hereby issued on a parity with the Outstanding Parity Bonds and the Bonds shall rank equally with and shall enjoy complete parity of lien with the Outstanding Parity Bonds on all of the avails or proceeds of the Tax or other funds specially applicable to the payment of the Outstanding Parity Bonds, including funds established by the General Bond Ordinance.

SECTION 7. Redemption. The Bonds shall not be callable prior to their stated dates of maturity.

SECTION 8. Application of Proceeds of Series 2005 Bonds. (a) There shall be deposited irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Series 2005 Bonds (exclusive of accrued interest), together with additional moneys of the Issuer, as will enable the Escrow Agent to pay the interest through the respective redemption dates and to redeem all of the Refunded Bonds as provided in the Escrow Agreement. The remaining proceeds of the issue shall be retained by the Issuer and for paying the costs of issuance.

(b) There shall also be deposited or retained in the ST-1996 Sales Tax Bond Sinking Fund and exclusive of the amount equal to the Debt Service Reserve Fund Requirement which shall be deposited in the Reserve Fund as provided by Section 5.03 of the General Bond Ordinance and Section 19 hereof, shall be deposited by the Issuer in a special fund to be used solely for the purpose for which the Series 2005 Bonds are issued and for the payment of the costs of issuance.

SECTION 9. Execution and Form of Bonds. The Bonds and the endorsements to appear on all such Bonds issuable hereunder shall be, respectively, substantially in the form set forth in Exhibit C hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by law or by the General Bond Ordinance, as amended and supplemented by this Supplemental Ordinance and as may be amended and supplemented by any ordinance. The

Series 2005 Bonds shall be lettered "R" and shall be numbered separately from 1 upward. If the purchaser of the Bonds have obtained insurance on all maturities of the Bonds, an endorsement satisfactory to bond counsel may be printed on any or all the Bonds.

SECTION 10. Paying Agent; Appointment and Acceptance of Duties. The initial Paying Agent for the Bonds shall be J.P. Morgan Trust Company, National Association. The Bonds shall be paid in the medium of payment as provided in Section 3.03 of the General Bond Ordinance.

SECTION 11. Escrow Agent; Appointment and Acceptance of Duties. The Escrow Agent is hereby appointed to serve as escrow agent for the Refunded Bonds. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering an Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 12. Sale of the Bonds. The Bonds are hereby awarded to and sold to the Purchaser at a price of \$(INSERT PRICE OF BONDS) [representing the par amount of the Bonds \$(INSERT PAR AMOUNT OF BONDS) minus original issue discount of \$(INSERT), minus Underwriters's Discount (INSERT UNDERWRITER'S DISCOUNT NOT EXCEEDING 4% OF PAR) of \$(INSERT) and minus the allowance for insurance premium of \$(INSERT INSURANCE PREMIUM), plus accrued interest, if any, and under the terms and conditions set forth in the Bond Purchase Agreement (hereinafter defined), and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser or their agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Bond Purchase Agreement dated August 1, 2005, in substantially the form attached hereto as Exhibit D is hereby approved and the Executive Officers of the Issuer are hereby authorized, empowered and directed to execute the Bond Purchase Agreement on behalf of the Issuer and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement the Bond Ordinance or to facilitate the sale of the Bonds.

SECTION 13. Supplemental Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall be the registered owners of the same from time to time, the provisions of this Supplemental Ordinance shall be a part of the contract of the Issuer with the owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer, the Paying Agent and the owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by and on behalf of the Issuer shall be for the benefit, protection and security of the owners of any and all of the Bonds.

SECTION 14. Arbitrage Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities

or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings of the United States of America, or (ii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, from time to time amended, or any successor provision thereto.

SECTION 15. Continuing Disclosure. Pursuant to 17 CFR 240.15c2-12 (the "SEC Continuing Disclosure Rules") the Issuer covenants and agrees for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of the events enumerated in Section (b)(5)(D)(C) of the SEC Continuing Disclosure Rules, if material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), and with the Louisiana State Information Depository ("Louisiana SID"), if any. Any notices of material events shall be filed with each NRMSIR or with the Municipal Securities Rulemaking Board ("MSRB"), and with the Louisiana SID, if any. The specific nature of the information to be contained in the Annual Report or the notice of material events shall be as more fully set forth in the Continuing Disclosure Certificate attached to the Official Statement, as the same may be amended from time to time in accordance with its terms. Failure to comply with the SEC Continuing Disclosure Rules shall not constitute an "event of default" under Section 10.01 of the General Bond Ordinance, however any of the Owners of the Bonds may take such action or exercise such remedies as may be provided by law to enforce the obligations of the Issuer under the Continuing Disclosure Certificate.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section, including, without limitation, the Continuing Disclosure Certificate in substantially the form attached to the Official Statement.

SECTION 16. Official Statement. On behalf of the Issuer, this Governing Authority does hereby approve the Official Statement prepared and distributed in connection with the sale of the Bonds and further declares that the information contained therein is true and correct to the best of its knowledge and belief; that due diligence has been exercised in the preparation of said Official Statement; that said Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact; that the information contained therein has been obtained from sources which are believed to be reliable and that this Governing Authority has no reason to believe that any material fact contained therein is untrue or any material fact has been omitted in effecting the purpose of the Official Statement to constitute a due diligence disclosure of all material

information in connection with offering the Bonds for sale and reflecting the security for the payment thereof.

The Executive Officers be and the same are hereby authorized and directed to review the information contained in said Official Statement and certify, if true, on the date of delivery of the Bonds that no adverse happenings have occurred and that there have been no relevant or material changes in the information contained in said Official Statement since the date of the sale of the Bonds which affect the Bonds or the security for their payment.

SECTION 17. Call for Redemption. Subject only to the delivery of the Bonds, \$8,105,000 principal amount of the Issuer's Public Improvement Bonds, Series ST-1996, consisting of all of said bonds due December 1, 2006 to December 1, 2010, inclusive, are hereby called for redemption on December 1, 2005 at the principal amount thereof, plus a premium equal to one percent (1%) of the principal amount of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the Third Supplemental Ordinance authorizing their issuance.

SECTION 18. Notice of Redemption. (a) In accordance with the General Bond Ordinance, the Third Supplemental Ordinance authorizing the issuance of the Series 1996 Bonds, a notice of redemption in substantially the form attached hereto as Exhibit E, shall be given by the paying agent/registrar for the Refunded Bonds by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Refunded Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the paying agent/registrar for the Refunded Bonds.

SECTION 19. Publication of Ordinance. A copy of this Supplemental Ordinance shall be published immediately after its adoption in the official journal of the Issuer.

SECTION 20. Debt Service Reserve Fund Requirement. The General Bond Ordinance is hereby amended so the definition of Debt Service Reserve Fund Requirement hereafter will read as it appears in the Definitions set forth in Section 1 hereof. This Section 20 shall be effective upon payment of the December 1, 2005 maturity of the Outstanding Parity Bonds.

SECTION 21. Payment into Various Funds. (i) In addition to payments required with regard to the debt service on the Outstanding Parity Bonds, on the 20th day of each month, commencing September 1, 2005, there shall be paid from the Sales Tax Fund into the Sinking Fund, during the period September 1, 2005 through November 30, 2005, a sum equal to ½ of the interest falling due on December 1, 2005 and (ii) thereafter, a sum equal to one-sixth of the interest falling due on the Bonds on the next interest payment date and one-twelfth (1/12) of the principal falling due on the on the next principal payment date together with such additional proportionate sum as may be required to pay said principal and interest as the same becomes due and payable. The payments required herein shall be in addition to all payments required to be made by the Issuer pursuant to the General Bond Ordinance and the First and Second Supplemental Ordinances.

Upon delivery of the Bonds, proceeds thereof shall be deposited into the Reserve Fund in an amount, which when added to funds presently therein, shall equal the Debt Service Reserve Fund Requirement.

SECTION 22. Filing of Ordinance. A certified copy of this Supplemental Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of St. Charles, Louisiana.

SECTION 23. Employment of Bond Counsel. It is recognized by this Governing Authority that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds and accordingly the employment of Foley & Judell, L.L.P., of New Orleans, Louisiana, as special bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work with respect to the issuance and sale of the Bonds, is hereby ratified and confirmed. The fees to be paid said attorneys shall be in accordance with the Attorney General's Guidelines for Fees and Services of Bond Attorneys, which fee for special bond counsel shall not exceed the amount calculated in accordance with the Attorney General's Guidelines for Comprehensive Legal Services in the issuance of revenue bonds, plus out-of-pocket expenses incurred in connection with the issuance of the Bonds. The fees herein described shall be payable directly to special bond counsel by the Director of Finance of the Issuer from the funds derived from the sale of said Bonds. Bond Counsel shall also assist in the preparation of an Official Statement containing detailed and comprehensive financial and statistical data required with respect to the sale of the Bonds and the costs of the preparation, printing and distribution of such official statement shall be paid from the proceeds of the Bonds. Said Official Statement may be submitted to such nationally recognized bond rating service or services as may be recommended by bond counsel, together with a request that an appropriate rating be assigned. A certified copy of this Bond Ordinance shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 24. Bond Insurance Language. (Insert Language required by Bond Insurance Company selected).

The foregoing ordinance having been submitted to a vote, the vote thcreon was as follows:

YEAS:

NAYS:

ABSENT:

And the ordinance was declared adopted on this, the 1st day of August, 2005.

Chairman

Secretary

DELIVERED TO PARISH PRESIDENT:

APPROVED: _____

DISAPPROVED: _____

Parish President

RETURNED TO SECRETARY ON
AT ____ A.M./P.M.

RECEIVED BY: _____