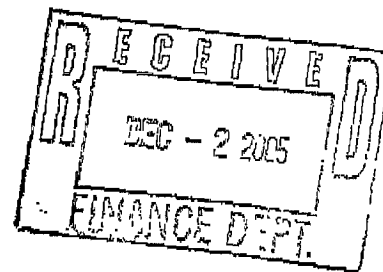


HIBERNIA NATIONAL BANK

Safekeeping Custody Agreement



THIS AGREEMENT made between St. Charles Parish Council (hereinafter called "Principal"), party of the first part, and Hibernia National Bank, with an office and place of business in New Orleans, Louisiana (hereinafter called "Agent"), party of the second part.

Whereas Principal is the owner of certain securities which Principal wishes to place in the custody of Agent, in order to such securities may be preserved and serviced in manner hereinafter specified, and Agent is willing to undertake to preserve and service the same as hereinafter provided.

In connection with this Custodian Account, your acceptance of this request will constitute the following agreement between the parties:

1. Agent upon delivery to it of said securities shall:
 - (a) Hold and safekeep said securities, together with such other property as may come into its hands by reason of additions made thereto by Principal, in its custody and control, provided that Agent may deposit such securities in any legally authorized securities depository.
 - (b) Collect the income and principal thereof, as the same becomes due and payable, keeping accurate books of account with respect to said funds received.
2. Principal shall have the right at any time to direct that Agent return to Principal all or any part of the securities placed with it hereunder, subject to paragraph 4 below. Agent must receive such directions in writing by persons authorized by the certified copy of resolutions.
3. Agent may from time to time, give credit or other remittance for maturing or called income and principal items prior to having received final payment therefor. All such credit or remittances shall be given or made subject to final payment of the items in cash or solvent credits, and Agent reserves the right to recover the amount of any such conditional credit upon the return of any item unpaid, either by charging the account of Principal on its books, or by Principal on demand. Agent shall not be held liable for any recovery of conditional credit pursuant to this paragraph.

4. Agent will hold pledged securities upon request by Principal. The written consent of the pledgee must be on file with Agent before release can be made. In the absence of such written consent, Agent will effect substitutions of like par amounts of unpledged securities from Principal's account, and issue new advices of deposit to pledgees.
5. Titles to all securities held in safekeeping or pledged shall remain in Principal, and Agent is subject at all times to specific directions of Principal with respect to all matters in connection with the management, servicing, and handling of the securities. All directions by the Principal to the Agent pursuant to the terms and conditions hereof shall be in writing. However, Agent is hereby relieved from all liability for acting upon any direction, oral or written, received by Agent and believed by Agent to be genuine.
6. In performing said duties, Agent will serve Principal's interest in good faith. Agent, however, shall not be required to render any legal services or to institute any legal proceedings on behalf of the Principal or the Pledgee in connection with this agreement.
7. The income from securities held in the Custodian Account is to be handled as follows:
 - (a). Securities eligible for registration shall be registered in the name of the undersigned with an attached assignment. The income will be paid directly to the undersigned by the registrar/paying agent.
 - (b). The interest payable on coupons for bearer securities shall be collected by the Custodian, paid by check or credit to account to the undersigned within 10 days of collection and mailed.
8. Monthly statements will be provided as of the last day of every month in order to keep track of maturities.
9. The undersigned hereby agrees to pay the fees of the Custodian based on the fee schedule in effect from time to time, and the Custodian may charge the income portion of this account in the event said fees remain unpaid 60 days after billing date. We hereby agree to pay reasonable compensation for any extraordinary services and duties required of you.

10. Principal shall, from time to time, or at the request of Agent, furnish Agent with respect to corporation, with a certified Corporate resolution reflecting the names, official signatures and authority of those authorized to act hereunder, and Agent shall be fully protected in relying upon the latest such certificate on file with it from time to time.
11. In the event the death or other termination of authority, by operation of law or otherwise, of any person authorized to act hereunder for Principal, induces Agent to act hereunder, Principal agrees to hold Agent harmless from any liability which may be incurred by reason of action taken by Agent, prior to receipt of actual notice in writing from Principal addressed to Agent of such death or other termination of authority.
12. Agent shall be reimbursed by charging Principal for postage, shipping charges, transfer taxes, and all other reasonable expenses incurred by it in the handling of this account.
13. This agreement may be terminated at any time by either party upon thirty days written notice to the other party. Upon such termination, any properties remaining in the hands of Agent shall be delivered to Principal, subject to paragraph 4 above.
14. Any notices or instructions in writing required in the agreement to be given to Agent shall be properly addressed as follows:

Hibernia National Bank
Bank Portfolio Department, 4th Floor
P. O. Box 61540
New Orleans, LA 70161

15. The constructions and interpretation of this agreement, and rights, duties and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Louisiana.
16. The Principal hereby agrees to indemnify and hold harmless from any and all acts Agent takes with respect to Principal's securities in accordance with the terms and conditions of this agreement except for Agent's own negligent acts.

17. Special instructions:

(a) Tax Identification Number: 72-6001208

(b) Address all communications to:

PRINCIPAL

BY: Albert D. Lague

Title: Parish President

Albert D. Lague
Authorized Signature

DATE: 11/8/2005

AGENT

HIBERNIA NATIONAL BANK

BY: David P. Blasini

Title: Vice President

David P. Blasini
Authorized Signature

DATE: 11/23/2005

Enclosures: Corporate resolution or certificate identifying the person signing on behalf of the company as an authorized officer.