

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM**

RESOLUTION NO. 5032

A resolution authorizing the Parish President of the Parish of St. Charles, State of Louisiana to execute a preliminary agreement between Randa Corp. and the Parish of St. Charles, State of Louisiana to finance the acquisition, construction and equipping of a corporate headquarters and distribution facility and providing for other matters in connection therewith.

WHEREAS, it is the desire of the Parish Council of the Parish of St. Charles, State of Louisiana, the governing body of the Parish of St. Charles, Louisiana (the "Issuer") to encourage the location of or additions to industrial enterprises and necessary property and appurtenances thereto within said Parish under the authority of Sections 991 to 1001 of Title 39 and/or Section 143 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (jointly and/or independently the "Act"), and other constitutional and statutory authority supplemental thereto; and,

WHEREAS, Randa Corp., acting directly through itself or through a subsidiary, affiliate, other related legal entity, real estate holding company or operating entity (collectively, the "Company"), proposes to finance the acquisition, construction and equipping of a corporate headquarters and distribution facility (the "Project") if the Issuer will utilize the aforesaid authority in the manner hereinafter provided; and,

WHEREAS, this Parish Council has concluded that the acquisition and construction of said facilities will benefit the welfare, health and safety of the citizens of the Parish of St. Charles, Louisiana and that it is in the public interest of said citizens to encourage the acquisition, construction and installation of said facilities which shall constitute an economic development project for the Issuer; and,

WHEREAS, it is the desire of the Issuer to meet the criteria of the State Bond Commission in order to have the Project placed on the agenda of the State Bond Commission for approval; and,

WHEREAS, this resolution is intended to be an official intent of the Issuer and a declaration of intent to reimburse in accordance with the provisions of Treasury Regulations, Section 1.150-2 to the extent applicable; and,

WHEREAS, it is now the desire of the Parish Council to authorize the Parish President to execute an appropriate agreement evidencing the understanding of this Parish Council with respect to the issuance of the revenue bonds hereinafter described.

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

SECTION 1. Pursuant to the authority of the Act, the facilities, consisting of the acquisition, construction and equipping of a corporate headquarters and distribution facility in the Parish of St. Charles, State of Louisiana, which shall constitute an economic development project for the Issuer (the "Project") described and defined in the Agreement attached hereto and marked as "Supplement 1" for identification herewith (the "Agreement") is hereby approved and the financing thereof by the Issuer through the issuance of its revenue bonds pursuant to the Act is hereby authorized, such bonds to be in an amount not exceeding \$9,000,000 and to be designated revenue bonds (the "Bonds").

SECTION 2. The Parish President of the Issuer be and is hereby authorized, empowered, and directed to execute, for and on behalf of the Issuer, an agreement between the Issuer and the Company, authorizing the issuance of the Bonds in an amount not exceeding \$9,000,000, to finance the cost of the Project located in the Parish of St. Charles, Louisiana, said Agreement to be substantially in the form and to contain substantially the terms and provisions set forth in the Agreement.

SECTION 3. The officers of the Issuer are authorized and empowered to take any and all further action and to sign any and all documents, instruments and writings as may be necessary to carry out the purposes of this resolution and to file, on behalf of the Issuer, with any governmental board or entity having jurisdiction over the Project, such applications or requests for approval thereof as may be required by law.

SECTION 4. This resolution is a declaration of official intent of the Issuer to issue revenue bonds as contemplated in the Agreement in accordance with the laws of the Louisiana and the United States Treasury Regulations, Section 1.150-2 to the extent applicable.

SECTION 5. It is recognized by the parties hereto that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds and accordingly Foley & Judell, L.L.P., be and they are hereby employed 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. Said special bond counsel shall prepare and submit to the Issuer for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of said Bonds, shall counsel and advise the Issuer as to the issuance and sale of said Bonds, and shall furnish their opinion covering the legality of the issuance thereof. The fee to be paid said bond counsel for said issue of Bonds shall be in accordance with the Attorney General's Guidelines for Fees and Services of Bond Attorneys and identified therein as "Comprehensive Legal and Coordinate Professional Work", together with actual out-of-pocket expenses for travel, duplicating, printing, mailing and telephone expenses in connection with the issuance of said Bonds. The fees herein described shall either be payable directly to bond counsel from an administrative fee fund funded by the Company or be payable from the funds derived from the sale of said Bonds.

SECTION 6. It is hereby further found and determined that a real necessity exists for the employment of special local counsel to the Issuer in connection with the issuance of the Bonds and, accordingly, Robert L. Raymond, of Destrehan, Louisiana, be and he is hereby employed as special counsel to the Issuer to do and to perform all legal services as local counsel in connection with the issuance of the Bonds. The fee to be paid said local counsel shall be computed at an hourly rate not exceeding the amount provided by the guidelines for such services as approved by the Attorney General of the State of Louisiana, plus out-of-pocket expenses. The fee herein described shall be payable out of administrative fees established and charged by the Issuer for costs related to the issuance, subject to the Attorney General's written approval of said employment.

SECTION 7. That there is hereby authorized to be published by the Chairman, a notice of public hearing and actual notice to tax recipient bodies in the Parish describing the affect on ad valorem taxes of ownership of the Project by the Parish and there is also authorized the publication of a Notice of Sale or Notice of Intention to issue the Bonds.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO
NAYS: NONE
ABSENT: MINNICH

And the resolution was declared adopted this 1st day of July __, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 11:10 AM RECD BY:

PRELIMINARY AGREEMENT

FOR ISSUANCE OF REVENUE BONDS

THIS PRELIMINARY AGREEMENT between the **PARISH OF ST. CHARLES, STATE OF LOUISIANA** (the "Issuer") and **RANDA CORP.**, a New Jersey corporation ("Randa Corp.," and collectively, with a subsidiary, affiliate or related real estate holding company, the "Company"):

WITNESSETH:

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

(a) The Issuer is a political subdivision of the State of Louisiana and is authorized by the provisions of Section 991 to 1001, inclusive, of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), and authorized to issue bonds to encourage the location of or additions to undertake and complete development projects as therein to industrial enterprises and necessary property and appurtenances thereto as described in the Act.

(b) Randa Corp., by itself or through a subsidiary, affiliate or related real estate holding company, proposes to acquire, construct and equip a corporate headquarters and distribution facility in the Parish of St. Charles, Louisiana (the "Project"), as more particularly described in Exhibit "A" attached hereto. It is anticipated that expenditures for the Project will aggregate an amount not to exceed Nine Million Dollars (\$9,000,000). The Issuer intends this Agreement to be its binding commitment to issue its revenue bonds (the "Bonds") in an amount agreed to by the Issuer and the Company up to \$9,000,000 and to expend the proceeds thereof to finance the cost of the Project, including without limitation, the costs of planning, designing, acquiring, financing, constructing, modifying, installing and equipping the Project and all costs of the Issuer in connection with the issuance of the Bonds, including legal fees and expenses and printing, engraving, and publication costs (the "Cost of the Project"). The Issuer shall be furnished satisfactory financial information, including audits and such other items as the Issuer may request, relative to the financial matters of the Company and the marketability of the Bonds proposed to be issued.

(c) The Issuer considers that the issuance and sale of the Bonds for the purpose hereinabove set forth will be appropriate and consistent with the objectives of the Act. This commitment constitutes the adoption of an official intent of the Issuer acting by and through its Parish President and Secretary, or other authorized officers, toward the issuance of the Bonds as herein contemplated in accordance with the laws of Louisiana and the United States Treasury Regulations, Section 1.150-2(e).

2. Undertakings on the Part of the Issuer. Subject to the terms hereof, the Issuer agrees as follows:

(a) The Issuer will cause the authorization of the issuance of the Bonds in an aggregate principal amount not to exceed the estimated Cost of the Project, which bonds will be primarily payable from lease payments made by the Company and other revenues.

(b) Contingent upon the delivery of the Bonds and the receipt of the proceeds thereof, the Issuer will acquire the Project by purchase or by lease from the Company, at a price equal

to its actual costs of planning, acquiring, financing, constructing and equipping the Project (including interest on the Bonds during construction and issuance expenses) or the net proceeds of the Bonds available to the Issuer for such purposes, whichever is less. Contemporaneous with such purchase or lease, the Issuer will sell, lease, or sublease the Project to the Company. The terms and conditions with respect to the purchase or lease of the Project from and the sale, lease or sublease of the Project to the Company shall be established by an agreement or agreements (the "Finance Agreement") which shall be entered into by and between the Issuer and the Company. The Company's obligations to make payments under the Finance Agreement shall be sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Bonds as well as paying agent fees, trustees' fees, and all other costs and charges in connection with the servicing of the Bonds, except for such amounts to be paid by the Issuer as employment and economic development incentives, as specified in the Memorandum of Understanding (the "MOU") between the Company and Issuer dated as of June 5, 2002 (the "Economic Development Incentives").

(c) The Issuer will cooperate with the Company with respect to the issuance and sale of the Bonds, and will take such action and authorize the execution of such documents and the taking of such further action as may be necessary or advisable for the authorization, issuance and sale of the Bonds by the Issuer, all as shall be authorized or permitted by law and as shall be mutually satisfactory to the Issuer and the Company. It is specifically understood that the obligation of the Issuer to acquire the Project through the purchase or leasing thereof, if Bonds be issued therefor, is limited solely to the payment therefor out of Bond proceeds, and the purchase price or rental, as the case may be, to be paid by the Issuer to the Company for the Project shall not exceed the cost of the Project, which cost may include issuance fees and expenses and interest on the Bonds during construction, or the net proceeds of the Bonds available to the Issuer for such purpose, whichever is less.

(d) In authorizing the issuance of the Bonds pursuant to this Agreement, the Issuer will make no warranty, either express or implied, that the proceeds of the Bonds will be sufficient to pay the Cost of the Project or that the Project will be suitable for the Company's purposes or needs. The Company will agree that should the Cost of the Project exceed the amount of the Bond proceeds, the Company will nonetheless complete the Project and shall not be entitled to any reimbursement for any excess either from the Issuer, the Bondholders or the Trustee.

(e) The Bonds shall specifically provide that they are payable solely from the income and revenues derived from the sale, lease or other disposition of the Project, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds shall not constitute an indebtedness or pledge of the general credit of the Issuer, within the meaning of any constitutional or statutory limitation of indebtedness.

(f) The Issuer will take such further action as may be required to implement its aforesaid undertakings as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the terms hereof, the Company agrees as follows:

(a) The Company will use reasonable efforts to find one or more purchasers for the Bonds upon such terms and conditions as shall be mutually satisfactory to the Issuer and the Company.

(b) Prior to or contemporaneously with the sale of the Bonds, the Company will enter into the Finance Agreement providing for the completion of the Project and the sale or lease thereof to the Issuer under the terms of which the Company will obligate itself to lease or sublease the Project and all parts thereof from the Issuer and to pay to the Issuer (or the trustee, as the case may be) sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, all paying agent fees, trustees' fees, and other costs and charges in connection with the servicing of the Bonds. The Finance Agreement will include the Economic Development Incentives to be provided by the Parish applied to debt service on the Bonds, contain such other provisions as may be required or permitted by law and as shall be mutually acceptable to the Issuer and the Company.

(c) In addition to the payments required to pay the principal of, premium, if any, and interest on the Bonds, the Company will obligate itself to pay all costs of maintenance and operation of the Project, and casualty and property damage insurance and all taxes (except for such ad valorem taxes waived by the Issuer during the term of the Bonds, as specified in the MOU), governmental charges and other such charges, if any, which may be assessed or levied against or with respect to the Project.

(d) The operation of the Project will comply with all federal and state laws and regulations and the Company will obtain all necessary approvals and permits required thereunder.

(e) The Company agrees (i) to protect and insulate the Issuer, the Parish Council, and their members individually, from any and all financial responsibility or liability whatsoever with respect to the Project and the financing thereof; and (ii) to indemnify, defend and hold the Issuer and the aforesaid other parties harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the construction, equipping and operation of the Project. Such indemnity shall be superseded by a similar indemnity in the Finance Agreement and in the event the Bonds are not delivered, said indemnity shall extend to causes of action arising prior or subsequent to the termination of this Agreement.

(f) The Company may agree to make such additional payments in such amounts and in such manner as may be provided for by agreement of the parties.

(g) The Company will reimburse the Issuer for all reasonable expenses incurred by the Issuer in connection with the financing of the Project, which expenses may be paid out of Bond proceeds.

(h) The Company will pay the reasonable fees for rendered legal services of bond counsel or special legal counsel related to the Project, which fees may be paid out of Bond proceeds.

(i) The Company will take such further action as may be required to implement its aforesaid undertakings as it may deem appropriate in pursuance thereof.

4. General Provisions. The term of this Agreement may be cancelled by either party hereto unless the following events shall have occurred not later than two (2) years from the date hereof, or such other later date as shall be mutually satisfactory to the Issuer and the Company:

(a) The Issuer and the Company shall have agreed on mutually acceptable terms for the Bonds and of the sale and delivery thereof and mutually acceptable terms and conditions of the agreements and documents referred to in section 3 and the action referred to in sections 2 and 3 hereof.

(b) Such other orders, rulings, approvals, consents, certificates or opinions of counsel as to such matters with respect to the Bonds, the Project, the Finance Agreement, any guaranty agreement(s) and trust instrument(s) securing the Bonds shall be obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and to the Project, and shall be in full force and effect at the time of the issuance of the Bonds. If the events set forth in section 4 do not take place within the time set forth or any extension thereof, it is agreed that this Agreement may be cancelled at the option of the Issuer or the Company to be evidenced in writing, in which event neither party shall have any rights against the other party except the Company will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur arising from the execution of the Agreement and the performance by the Issuer of its obligations hereunder; provided, however, that the indemnity provided for in section 3(e) hereof shall continue in full force and effect.

5. Upon the delivery of the Bonds, the provisions of the Agreement shall have no further effect (except with respect to section 7 hereof), and, in the event of any inconsistency between the terms of the Agreement and the terms of the Finance Agreement or any guaranty agreement(s) and trust instrument(s) securing the Bonds, the provisions of the Finance Agreement and the guaranty agreement(s) and trust instrument(s) shall control.

6. All covenants and agreements herein contained by or on behalf of the Issuer and the Company shall bind and inure to the benefit of the respective successors and assigns of the Issuer and the Company whether so expressed or not.

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

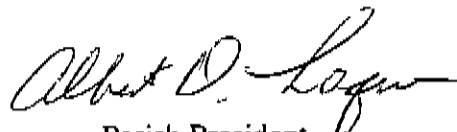
8. It is hereby further found and determined that a real necessity exists for the employment of special local counsel to the Issuer in connection with the issuance of the Bonds and, accordingly, Robert L. Raymond, of Destrehan, Louisiana, be and he is hereby employed as special counsel to the Authority to do and to perform all legal services as local counsel in connection with the issuance of the Bonds. The fee to be paid said local counsel shall be computed at an hourly rate not exceeding the amount provided by the guidelines for such services as approved by the Attorney General of the State of Louisiana, plus out-of-pocket expenses. The fee herein

described shall be payable out of administrative fees established and charged by the Issuer for costs related to the issuance, subject to the Attorney General's written approval of said employment.


9. It is recognized and agreed that Randa Corp. may exercise its rights hereunder and perform its obligations hereunder through or in conjunction with a subsidiary, affiliate, other related legal entity, real estate holding company or operating entity and all references herein to the Company shall be deemed to include the Company acting directly through itself or through or with any such entities. However, the obligations of any subsidiary, affiliate or related entity must be guaranteed by the Company.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their representatives duly authorized as of the _____ day of _____, 2002.

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

By: 
Parish President

ATTEST:

By: 
Secretary

(SEAL)

RANDA CORP.

By: _____
Bill Murphy
Senior Vice President

EXHIBIT "A"

THE PROJECT

The Project will be located on approximately 9.7 acres of land in the James Business Park in St. Rose, St. Charles Parish, Louisiana. The Company will construct a building of at least 150,000 square feet, will provide the infrastructure necessary for the construction and operation of the Project, and will furnish and equip the Project for use as the corporate headquarters and distribution facility of the Company.