

PROCEEDINGS OF THE TERREBONNE PARISH SCHOOL BOARD

MARCH 22, 2011

The Terrebonne Parish School Board met today at 7:00 P.M. in regular session at its regular meeting place, the Terrebonne Parish School Board Office, 201 Stadium Drive, Houma, Louisiana, with Mr. L. P. Bordelon, III, President, presiding and the following members present: Mr. Roosevelt Thomas, Vice-President, Mr. Gregory Harding, Mr. Richard Jackson, Ms. Debi Benoit, Ms. Brenda Leroux Babin, Mr. Roger Dale DeHart, Mr. Donald Duplantis, and Mr. Hayes J. Badeaux.

ABSENT: None

Mr. Harding led the Board and audience in the invocation and Pledge of Allegiance to the Flag.

A moment of silence was observed in memory of Marjorie de la Bretonne Sinclair and Tulette Carrier, retired school teachers, who recently passed away.

Ms. Cherie Roger, representing Terrebonne Parish 4-H, addressed the Board and gave an update on the Terrebonne Parish 4-H Youth Development Program.

At this time, President Bordelon recognized Mr. Russ Wise, who was in attendance at tonight's meeting, and serves on the Board of Directors for the Louisiana School Boards Association (LSBA).

Motion of Mr. Duplantis, seconded by Mr. Badeaux, unanimously carried, the Board accepted the following report of the Education and Policy Committee meeting in its entirety with Mr. Jackson, Chairman, presiding:

Dear Members of the Board:

The EDUCATION and POLICY COMMITTEE met in the Board Room of the School Board Office, 201 Stadium Drive, at 5:00 P.M., on Monday, March 14, 2011, with the following members present: Mr. Richard Jackson, Chairman, Ms. Brenda Leroux Babin, Vice-Chairman, and Mr. Donald Duplantis. Also in attendance were Ms. Debi Benoit, Mr. L. P. Bordelon, III, Superintendent Philip Martin, and members of the staff.

Mr. Jackson called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

Ms. Benoit discussed policy FILE: B-11.1 Regular Meetings, regarding adjusting Committee and Board meetings to avoid conflicts with state required meetings.

Mr. Alton Johnson, School Improvement HPSI Liaison, presented information regarding the School Improvement Grant (attached).

There being no further business to come before the **Education and Policy Committee**, the meeting adjourned at 5:45 P.M.

Respectfully submitted,

Richard Jackson, Chairman

Brenda Leroux Babin, Vice-Chairman

Donald Duplantis

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The Education and Policy Committee meeting report was concluded, and President Bordelon reassumed the Chair and presided for the remainder of the proceedings.

Motion of Mr. Thomas, seconded by Mr. Badeaux, unanimously carried, the Board adopted the following resolution, as presented, providing for the incurring of debt and issuance of Ten Million Dollars (\$10,000,000) of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Parish School Board of the Parish of Terrebonne, State of Louisiana, to be designated as Qualified School Construction Bonds; prescribing the form, terms and conditions of such Bonds and providing for the payment thereof; and providing for other matters in connection therewith, and further, authorized the Board President and Superintendent to sign all necessary documents pertaining thereto:

RESOLUTION NO. 1828

A resolution providing for the incurring of debt and issuance of Ten Million Dollars (\$10,000,000) of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Parish School Board of the Parish of Terrebonne, State of Louisiana, to be designated as Qualified School Construction Bonds; prescribing the form, terms and conditions of such Bonds and providing for the payment thereof; and providing for other matters in connection therewith.

WHEREAS, the Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer") is now levying and collecting a 1% sales and use tax pursuant to elections held on April 20, 1996, and October 17, 2009; and

WHEREAS, pursuant to an election held on October 17, 2009, the avails or proceeds of the Tax (as hereinafter defined), after paying the reasonable and necessary costs of collection (the "Avails"), were rededicated as of November 1, 2009, such that 17% of the Avails along with those previously collected Avails on hand previously dedicated for providing, operating and maintaining computers and high technology and replacement, repair and maintenance of roofs and mechanical equipment (the "Pledged Tax Revenues") are available for appropriation and expenditure by the Issuer for funding into bonds from time to time or for paying debt service on obligations issued in accordance with Louisiana law for purchasing, acquiring and improving capital improvements for the school system, including the necessary sites, equipment and furnishings therefor, title to which shall be in the public, establishing a reserve and paying the costs of issuance (each a "Permitted Use"); and

WHEREAS, the Issuer has no outstanding indebtedness of any kind payable from a pledge or dedication of the Pledged Tax Revenues; and

WHEREAS, Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, authorizes the Issuer to make and enter into contracts dedicating the pledge and dedication of the Pledged Tax Revenues; and

WHEREAS, the Issuer, on January 18, 2011, authorized the issuance of the hereinafter defined Bonds by private placement to one or more institutions, provided the details are in accordance with the provisions set forth in said resolution; and

WHEREAS, an offer for the purchase of the Bonds has been submitted by JPMorgan Chase Bank, N.A. (the "Purchaser"), and the Issuer desires to ratify the prior sale of the Bonds to the Purchaser as evidenced by the Issuer's previous execution of the Commitment Letter with the Purchaser; and

WHEREAS, the Issuer now desires to incur debt and issue Ten Million Dollars (\$10,000,000) of its Sales Tax Bonds (Taxable QSCB), Series 2011 (the "Bonds"), secured by and payable from the Pledged Tax Revenues, for the purpose of construction, rehabilitation or repair of public school facilities, including equipping of school facilities improved with Bond proceeds, and paying the costs of issuance of the Bonds, each of which constitutes a Permitted Use; and

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof; and

WHEREAS, the Issuer further desires to qualify said Bonds under Section 54F of the Internal Revenue Code of 1986, as amended, as Qualified School Construction Bonds; and

WHEREAS, the Issuer has received an allocation of \$10,000,000 pursuant to the QSCB Regulations (herein defined) and the policies and procedures of the Department of Education (herein defined);

NOW, THEREFORE, BE IT RESOLVED by the Parish School Board of the Parish of Terrebonne, State of Louisiana, acting as the governing authority of the Parish of Terrebonne, State of Louisiana, for school purposes, that:

SECTION 1) Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Act" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Obligations" means any additional *pari passu* bonds which may hereafter be issued, pursuant to Section 9 hereof, on a parity with the Bonds.

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Resolution.

"Bonds" or "Bond" means the Issuer's Sales Tax Bonds (Taxable QSCB), Series 2011, authorized by this Resolution in the total aggregate principal amount of Ten Million Dollars (\$10,000,000), whether initially delivered or issued in exchange for, upon transfer of, or *in lieu* of any bond previously issued.

"Bond Register" means the records kept by the Paying Agent at its principal corporate office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“Bond Year” means the one-year period ending on each Principal Account Deposit Date, provided that the initial bond year may be a period shorter than one year.

“Cash” means cash and cash equivalents.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment Letter” means the offer to purchase the Bonds by the Purchaser attached hereto as Exhibit A.

“Coupon Rate” means thirty-eight hundredths of a percent (0.38%).

“Credit Allowance Date” means with respect to the Bonds, each March 15, June 15, September 15, and December 15 on which any portion of the principal amount of the Bonds remains unpaid, and includes the last day on which the Bonds are outstanding.

“Credit Rate” means five and thirty-eight hundredths per centum (5.38%) per annum, the rate designated by the Secretary of the United States Treasury on the date of the Commitment Letter (March 4, 2011), which Commitment Letter constitutes a binding, written contract for the sale or exchange of the Bonds.

“Date of Issuance” means the date the Issuer receives payment for the Bonds.

“Department of Education” means the Louisiana Department of Education.

“Event of Default” means the occurrence of any of the following events unless waived in writing by the Owners:

1. a failure to pay the principal of or interest or premium, if any, on any Bond when the same shall become due and payable whether at maturity, upon redemption, or otherwise and such failure continues for two (2) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
2. a failure of the Issuer to make the Principal Account Deposit Requirement on any Principal Account Deposit Date and such failure continues for two (2) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
3. a failure of the Issuer to pay any other amount payable hereunder or with respect to any Bond (other than those specified in (1) and (2) above) when the same shall become due and payable and such failure continues for seven (7) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
4. an Event of Insolvency shall occur with respect to the Issuer;
5. a failure by the Issuer to perform any covenant, agreement or condition set forth in Sections 3(a), 8, 9, 24, 25, or 28 of this Resolution; or
6. a failure by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Resolution or in the Bonds, and such failure continues for thirty (30)

days after the Issuer's receipt of written notice from the Owner or the Paying Agent unless the Issuer has instituted corrective actions satisfactory to the Owners within such 30-day period and diligently pursues such actions until such default is remedied.

"Event of Insolvency" means, with respect to the Issuer, the occurrence of one or more of the following events:

1. the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of the Issuer;
2. the commencement by or against the Issuer of a case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for the Issuer or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;
3. the inability or failure of the Issuer to generally pay its debts as they become due;
4. the declaration of a moratorium with respect to the payment of the debts of the Issuer;
5. an authorized Executive Officer of the Issuer shall admit in writing its inability to pay its debts when due; or
6. the initiation of any action in furtherance of or to authorize any of the foregoing by or on behalf of the Issuer.

"Executive Officers" means, collectively, the President and the Secretary of the Issuer.

"Final Maturity Date" means March 1, 2026.

"Fiscal Year" means the one-year accounting period beginning July 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Parish School Board of the Parish of Terrebonne, State of Louisiana, and any successor thereto.

"Government Securities" means noncallable 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 or which may consist of specified portions of interest thereon, such as those securities commonly known as CATS, TIGRS, and STRPS, and may be in book-entry form; provided, however, that no Government Security shall mature or be payable (in whole or in part) after the Final Maturity Date.

“Interest Payment Date” shall be due and payable quarterly on the first calendar day of each quarter, namely March, June, September, and December 1st of each year the debt is outstanding, beginning June 1, 2011, and on the last day the Bond is Outstanding. Interest will accrue on a 30/360 day basis.

“Issuer” or “School Board” means the Parish School Board of the Parish of Terrebonne, State of Louisiana.

“Maximum Annual Debt Service” means the highest amount of principal and interest due on an obligation in any Fiscal Year, provided that if there is outstanding any balloon indebtedness subject to mandatory sinking fund payments or redemptions, such balloon indebtedness shall be calculated as amortizing on the dates and in the amounts such mandatory sinking fund payments or redemptions are required rather than on the date such indebtedness matures.

“Outstanding” when used with respect to the Bonds means, as of the date of determination, any Bond theretofore issued and delivered under this Resolution, except:

1. Any Bond theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Any Bond for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bond with the effect specified in this Resolution or by law, provided that if such Bond is to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived;
3. Any Bond in exchange for or *in lieu* of which another Bond has been registered and delivered pursuant to this Resolution; and
4. Any Bond alleged to have been mutilated, destroyed, lost or stolen which may have been paid as provided in this Resolution or by law.

“Owner” when used with respect to any Bond means the Person or Persons constituting a taxpayer in whose name(s) such Bond is registered in the Bond Register.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., in the City of Baton Rouge, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter “Paying Agent” shall mean such successor Paying Agent.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Pledged Tax Revenues” means 17% of the avails or proceeds of the Tax, after paying reasonable and necessary costs of collection (the “Avails”) along with those previously collected Avails on hand previously dedicated for providing, operating and maintaining computers and high technology and replacement, repair and maintenance of roofs and mechanical equipment.

“Principal Account Deposit Date” means March 1st of each year, beginning March 1, 2012, and ending on March 1, 2026.

“Principal Account Deposit Requirement” means on each Principal Account Deposit Date, a cash deposit, together with any amounts then held in the Sinking Fund, in an amount sufficient to meet the Required Principal Account Value for such Principal Account Deposit Date.

“Principal Amount” means \$10,000,000, less any amount redeemed as a result of mandatory redemption required pursuant to Section 3(a) of this Resolution.

“Purchaser” means JPMorgan Chase Bank, N.A.

“Qualified Purposes” means construction, rehabilitation and repair of public school facilities within the jurisdiction of the Issuer, including equipping of school facilities improved with Bond proceeds.

“QSCB Code Provision” means Section 54F of the Code and applicable portions of Section 54A of the Code.

“QSCB Disqualification Event” has the meaning given it in Section 3 of this Resolution.

“QSCB Regulations” means IRS Notice 2009-35; IRS Notice 2010-17 and IRS Notice 2010-35.

“Required Principal Account Value” means, for each Principal Account Deposit Date, the corresponding value required as set forth in Section 10 of this Resolution.

“Resolution” means this resolution authorizing the issuance of the Bonds, as it may be supplemented and amended.

“Sinking Fund” means the “Parish School Board of the Parish of Terrebonne, State of Louisiana, Sales Tax Bonds (Taxable QSCB), Series 2011, Sinking Fund” established pursuant to Section 10 herein.

“State” means the State of Louisiana.

“Tax” means the 1% sales and use tax levied and collected in the Issuer by virtue of the authority of elections held on April 20, 1996, and October 17, 2009.

SECTION 2) Authorization of Bond; Maturity. (a) In compliance with the terms and provisions of the Act, the QSCB Code Provision, the QSCB Regulations, other constitutional and statutory authority, and the policies and procedures of the Department of Education, there is hereby authorized the incurring of indebtedness of Ten Million Dollars (\$10,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of construction, rehabilitation or repair of public school facilities, including equipping of school facilities improved with Bond proceeds, and paying the costs of issuance thereof, each of which constitutes a Permitted Use. Costs of issuance shall not exceed two percent (2.00%) of the proceeds of the Bonds. To represent said indebtedness, this Governing Authority does hereby authorize the issuance of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Issuer, in the amount of Ten Million Dollars (\$10,000,000). Any Bond issued hereby shall be in the form of a fully registered bond, shall be dated the date of delivery thereof to the Purchaser, and shall be

numbered R-1. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Coupon Rate, payable on each Interest Payment Date, commencing June 1, 2011. Subject to the provisions of Section 3, the Bonds shall become due and payable and mature on the Final Maturity Date.

(b) **Payment of Bonds.** The principal of the Bonds upon maturity or redemption shall be payable by check of the Paying Agent mailed or delivered by the Paying Agent to the Owner thereof (determined as of the close of business on the day before the Final Maturity Date) at the address shown on the Bond Register upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Any Bond delivered under this Resolution upon transfer of, in exchange for or *in lieu* of any other Bond shall carry all the rights which were carried by such other Bond.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

(c) **Designation as Qualified School Construction Bond.** In accordance with the QSCB Code Provision, the Issuer hereby designates the Bonds as Qualified School Construction Bonds.

SECTION 3) Redemption Provisions. The Bonds are not subject to redemption by the Issuer prior to their stated maturity except as specified in this section as follows:

(a) To the extent that less than 100% of the available project proceeds of the Bonds (as defined in the QSCB Regulations) are expended for Qualified Purposes by the close of the 3-year period beginning on the Date of Issuance (or if an extension of such expenditure period has been received by the Issuer from the Secretary of the United States Treasury Department, by the close of the extended period) the Issuer shall redeem all of the non-qualified Bonds within 90 days after the end of such period; and

(b) The Issuer may elect to redeem the Bonds in whole but not in part prior to maturity at its option in the event the Internal Revenue Service issues a ruling, notice or final determination adversely affecting the tax credits related to the Bonds or the Owner obtains an opinion of a nationally recognized bond counsel, subject to review by the bond counsel to the Issuer, that the Bonds no longer constitute "qualified school construction bonds" (each a "QSCB Disqualification Event"). Redemption of the Bonds by the Issuer pursuant to this Section 3(b) shall occur not later than the 90th day following the QSCB Disqualification Event.

Official notice of such call for redemption of the Bonds, or any portion thereof, shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails not less than ten (10) days prior to the redemption date addressed to the Owner of the Bonds to be redeemed at his address as shown on the Bond Register.

In the event the Bonds, or any portion thereof, are redeemed prior to the Final Maturity Date pursuant to this Section, the Issuer will pay to the Owner thereof the portion of the Principal Amount being redeemed that

is held by such Owner, plus accrued and unpaid interest to the redemption date on the Bonds to be redeemed, plus a "make-whole" amount to compensate the Owner for any reasonable losses or breakage fees related to such Owner's cost of funds or other costs (including reasonable attorneys fees), to the extent allowed by applicable law, incurred by the Owner as a result of such redemption. Further, in the event of a QSCB Disqualification Event, the Issuer shall make, and so long as the Bonds remain Outstanding continue to make, to the Owner on each Interest Payment Date, additional payments to the Owner in an amount sufficient, after taking into consideration all penalties, fines, interest and additions to federal income tax (including lost tax credits) that are imposed on the Owner, to maintain the same after-tax yield that the Owner would have realized had such loss or reduction of tax credits not occurred.

SECTION 4) Registration and Transfer. The Issuer shall cause the Bond - Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be of the same maturity.

SECTION 5) Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

No. R -1 Principal Amount \$10,000,000

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF TERREBONNE

SALES TAX BOND
(TAXABLE QSCB), SERIES 2011
PARISH SCHOOL BOARD OF THE
PARISH OF TERREBONNE, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Date of Issuance</u>	<u>Credit Rate</u>	<u>Coupon Rate</u>
_____, 2011	March 1, 2026	_____, 2011	5.38%	0.38%

The Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

JPMORGAN CHASE BANK, N.A.

or its registered assigns, on the Maturity Date set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, at the Coupon Rate per annum set forth above, payable quarterly on March, June, September, and December 1st of each year, commencing June 1, 2011, and the last day this Bond is outstanding (each an "Interest Payment Date"). Interest will accrue on a 30/360 day basis. The principal of this Bond, upon maturity or redemption, is payable

in lawful money of the United States of America at the principal office of The Bank of New York Mellon Trust Company, N.A., Baton Rouge, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof.

THIS BOND CONSTITUTES A QUALIFIED SCHOOL CONSTRUCTION BOND WITHIN THE MEANING OF SECTIONS 54A AND 54F OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). A TAXPAYER IS ENTITLED TO A TAX CREDIT AGAINST FEDERAL INCOME TAX (INCLUDING ALTERNATIVE MINIMUM TAX) IMPOSED ON SUCH TAXPAYER FOR THE TAXABLE YEAR THAT INCLUDES THE CREDIT ALLOWANCE DATE (AS DEFINED BELOW). THE TAX CREDIT UNDER SAID SECTIONS 54A AND 54F IS EQUAL TO 25% OF THE CREDIT RATE SPECIFIED HEREON MULTIPLIED BY THE PRINCIPAL AMOUNT OF THE BONDS HELD BY A TAXPAYER ON THE CREDIT ALLOWANCE DATE; PROVIDED, HOWEVER, THAT THE AMOUNT OF THE TAX CREDIT ALLOWED TO A TAXPAYER ON THE FIRST CREDIT ALLOWANCE DATE FOLLOWING THE ISSUANCE OF THIS BOND OR ON THE REDEMPTION OR MATURITY OF THIS BOND SHALL BE PRORATED AS PROVIDED IN SECTION 54A(b)(4) OF THE CODE.

"CREDIT ALLOWANCE DATE" AS USED HEREIN SHALL MEAN EACH MARCH 15, JUNE 15, SEPTEMBER 15, AND DECEMBER 15 ON WHICH THIS BOND IS OUTSTANDING. SUCH TERM SHALL ALSO INCLUDE THE LAST DAY ON WHICH THIS BOND IS OUTSTANDING.

This Bond represents the entire principal amount of an authorized issue aggregating in principal the sum of Ten Million Dollars (\$10,000,000) of Sales Tax Bonds (Taxable QSCB), Series 2011 (the "Bonds"), of the Issuer, said Bonds having been issued by the Issuer pursuant to a resolution adopted on March 22, 2011 (the "Resolution"), for the purpose of construction, rehabilitation or repair of public school facilities within the jurisdiction of the Issuer, including equipping of school facilities improved with Bond proceeds, and paying the costs of issuance thereof, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

This Bond is not subject to redemption by the Issuer prior to its stated Maturity Date except: (a) to the extent that less than 100% of the available project proceeds (as defined in the QSCB Regulations) of this Bond is expended for Qualified Purposes by the close of the 3-year period beginning on the date of this Bond (or if an extension of such expenditure period has been received by the Issuer from the Secretary of the United States Treasury Department, by the close of the extended period) the Issuer shall redeem all of the non-qualified Bonds within 90 days after the end of such period; and (b) the Issuer may elect to redeem this Bond prior to maturity at its option in the event the Internal Revenue Service issues a ruling, notice or final determination adversely affecting the tax credits related to the Bond or the Owner obtains an opinion of a nationally recognized tax or bond counsel, subject to review by the bond counsel to the Issuer, that this Bond no longer constitutes a "qualified school construction bond" pursuant to Section 54F of the Code (each a "QSCB Disqualification Event"); provided that redemption of this Bond by the Issuer pursuant to a QSCB Disqualification Event shall occur not later than the 90th day following such QSCB Disqualification Event.

Official notice of such call for redemption of this Bond, or any portion thereof, shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails not less

than ten (10) days prior to the redemption date addressed to the Owner of this Bond at his address as shown on the Bond Register.

In the event this Bond, or any portion thereof, is redeemed prior to the Maturity Date pursuant to the Resolution, the Issuer will pay to the Owner thereof the portion of the Principal Amount being redeemed that is held by such Owner plus accrued and unpaid interest to the redemption date, plus a "make-whole" amount to compensate the Owner for any reasonable losses or breakage fees related to such Owner's cost of funds or other costs (including reasonable attorneys fees), to the extent allowed by applicable law, incurred by the Owner as a result of such redemption. Further, in the event of a QSCB Disqualification Event, the Issuer shall make, and so long as this Bond remains outstanding continue to make, to the Owner on each Principal Account Deposit Date, additional payments to the Owner in an amount sufficient, after taking into consideration all penalties, fines, interest and additions to federal income tax (including lost tax credits) that are imposed on the Owner, to maintain the same after-tax yield that the Owner would have realized had such loss or reduction of tax credits not occurred.

The Issuer shall cause to be kept at the principal corporate office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Resolution. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form.

This Bond is secured by and payable from an irrevocable pledge and dedication of the Pledged Tax Revenues (as defined in the Resolution) derived by the Issuer from the levy and collection of 17% of the avails or proceeds of the 1% sales and use tax levied and collected in the Issuer by virtue of the authority of elections held on April 20, 1996, and October 17, 2009 (the "Tax"), said Tax now being levied and collected pursuant to Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, and in compliance with the election, subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Resolution.

This Bond constitutes a borrowing solely upon the credit of the Pledged Tax Revenues received by the Issuer and does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory provisions relating to the incurring of indebtedness. The Issuer has covenanted and agreed and does hereby covenant and agree to continue to have the levy of the Tax for the full period of its authorization and not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond has been issued, nor in any way make any change which would diminish the amount of said Pledged Tax Revenues pledged to the payment of the Bond, until all amounts owed with respect to the Bond have been paid in full. For a complete statement of the revenues from which and conditions under which this Bond is issued, reference is hereby made to the Resolution.

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

It is certified that this Bond is authorized by and 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 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, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

Any capitalized terms of this Bond which are not defined herein shall have the meaning assigned to such terms of the Resolution.

IN WITNESS WHEREOF, the Issuer, acting through the Parish School Board of the Parish of Terrebonne, State of Louisiana, as its governing authority, has caused this Bond to be executed on behalf of the Issuer by the manual or facsimile signatures of the President and Secretary of the Governing Authority, and its corporate seal to be impressed or imprinted hereon.

PARISH SCHOOL BOARD OF THE PARISH
OF TERREBONNE, STATE OF LOUISIANA

(Manual or facsimile) Secretary, Terrebonne Parish School Board

(Manual or facsimile) President, Terrebonne Parish School Board

(SEAL)

(FORM OF SECRETARY OF STATE ENDORSEMENT)

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of proceeds of a sales and use tax in the Parish School Board of the Parish of Terrebonne, State of Louisiana. Registered this ____ day of _____, 2011.

Secretary of State

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond represents the entire issue of Bonds referred to in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
Baton Rouge, Louisiana, as Paying Agent

Date of Registration: _____ By: _____
Authorized Officer

* * * * *

(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 rectangular 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.

* * * * *

SECTION 6) Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 7) Registration of Bonds by Secretary of State. The Bonds shall be registered with the Secretary of State of Louisiana as provided by law and shall bear the endorsement of the Secretary of State of Louisiana in substantially the form set forth herein, provided such endorsement shall be manually signed only on the Bonds initially delivered to the Purchaser; any bonds subsequently exchanged therefor as permitted in this Resolution may bear the facsimile signature of said Secretary of State.

SECTION 8) Payment of Bonds. The Bonds shall be secured by and payable solely from an irrevocable pledge and dedication of the Pledged Tax Revenues. The Pledged Tax Revenues are hereby irrevocably and irpealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, interest, redemption premium, if any, and all other amounts owed with respect to the Bonds, if any, as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Resolution. The Issuer covenants and agrees to have the levy of the Tax for the full period of its authorization and not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds are issued, nor in any way make any changes which would diminish the amount of the Pledged Tax Revenues until all amounts owed with respect to the Bonds have been paid in full.

SECTION 9) Parity Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Tax Revenues having priority over or parity with the Bonds,

except that additional bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(1) The Bonds herein authorized or any bonds issued on a parity therewith or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owner of the unrefunded portion of the Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 of this Section).

(2) Additional bonds may be issued on and enjoy a full and complete parity with the Bonds with respect to the Pledged Tax Revenues, provided that (a) the anticipated Pledged Tax Revenues in the year in which the additional bonds are to be issued, as reflected in the budget adopted by the Issuer, must be at least 1.5 times the combined principal and interest requirements for bonds and serial maturities and Principal Account Deposit Requirements for any calendar year on the Bonds and the said additional bonds with term maturities; (b) the issuing resolution or ordinance provides for proportionate monthly deposits of sales tax revenues in a sinking fund account of amounts necessary to fund the principal and interest requirements in the current bond year; and (c) such additional bonds shall be payable to interest quarterly, semi-annually or annually on March 1, June 1, September 1 and/or December 1 and as to principal on March 1 of each year in which principal falls due.

(3) Junior and subordinate bonds may be issued without restriction.

(4) The Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds, and there must be no delinquencies in payments required to be made in connection therewith.

In addition to the foregoing, while the Bonds are still Outstanding, the Issuer shall not be permitted to issue Additional Parity Obligations unless it shall deliver to the Owner of the Bonds, at least thirty (30) days prior to the date of any proposed issuance of Additional Parity Obligations, written evidence satisfactory to such Owner showing that the Pledged Tax Revenues during twelve (12) consecutive months of the previous eighteen (18) months would have been sufficient to produce revenues in an amount equal to 1.5 times the combined Maximum Annual Debt Service of the Bonds and all outstanding Additional Parity Obligations, including the proposed Additional Parity Obligations.

SECTION 10) Sinking Fund. For the payment of the principal of the Bonds, there has been established and maintained a special fund known as "Parish School Board of the Parish of Terrebonne, State of Louisiana, Sales Tax Bonds (Taxable QSCB), Series 2011, Sinking Fund," said Sinking Fund having been established and maintained with the Paying Agent or its designee. Within the Sinking Fund shall be a Principal Account established for the purpose of paying the principal falling due on the Final Maturity Date and an Interest Account established for the purpose of paying the interest falling due on each Interest Payment Date. The Sinking Fund shall

be maintained separate from any sinking fund established and maintained in connection with any other bonds of the Issuer.

On or before the 20th day of each month, the Issuer shall deposit into the Principal Account one-twelfth of the Principal Account Deposit Requirement for the then current Bond year and into the Interest Account one-third of the interest falling due on the next Interest Payment Date together with such additional proportionate sums as may be required to pay said interest and the Principal Account Deposit Requirement, as the same become due. Not less than fifteen (15) days before each Principal Account Deposit Date, the Paying Agent shall provide to the Issuer a selection of Government Securities that, either alone or in combination with other Government Securities, satisfy the Principal Account Deposit Requirement in the Principal Account. Not less than ten (10) days before each Principal Account Deposit Date, an Executive Officer of the Issuer shall select the Government Security or Securities from the list provided by the Paying Agent to satisfy the Principal Account Deposit Requirement. Not less than one (1) day before each Principal Account Deposit Date, the Issuer shall deposit in the Principal Account from the Pledged Tax Revenues available after making the deposits to the Interest Account required above, an amount fully sufficient to satisfy the Principal Account Deposit Requirement falling due on such Principal Account Deposit Date; provided, however, that on the last Principal Account Deposit Date before the Final Maturity Date, the Issuer shall instead be required to deposit the difference between the amount then held in the Principal Account and the Principal Amount of the Bonds. On each Principal Account Deposit Date, the Paying Agent shall use the amount deposited by the Issuer in the Principal Account of the Sinking Fund to purchase the Government Securities selected from the list provided by the Paying Agent by an Executive Officer of the Issuer or his designee. If no Government Securities are available or may be purchased on a Principal Account Deposit Date to satisfy the relevant Principal Account Deposit Requirement, the Paying Agent shall retain the amount deposited in the Principal Account of the Sinking Fund as Cash until such Government Securities are available, at which time the Paying Agent shall comply with the terms of this paragraph.

It is further provided by the Issuer that the sum of all Cash and investments held in the Principal Account of the Sinking Fund shall equal, as close as is reasonably possible, the Required Principal Account Value set forth below on the relevant Principal Account Deposit Date:

<u>March 1</u>	<u>Required Principal Account Value</u>
2012	666,666
2013	1,333,332
2014	1,999,998
2015	2,666,664
2016	3,333,330
2017	3,999,996
2018	4,666,662
2019	5,333,328
2020	5,999,994
2021	6,666,660
2022	7,333,326
2023	7,999,992
2024	8,666,658
2025	9,333,324
2026	10,000,000

For purposes of determining compliance with the Required Principal Account Value, the "value" of any Cash or Government Securities held in the Principal Account of the Sinking Fund shall be determined as follows:

- (a) For Cash, the amount of such Cash; and
- (b) For Government Securities, the par value of such security plus accrued but unpaid interest on such security (unless such security is in default, in which case the security shall be deemed to have its fair market value. The fair market value of such security shall be determined by the Paying Agent based on the bid price list quoted by the Federal Reserve Bank of New York for such security on the valuation date and printed in The Wall Street Journal or The New York Times, or, if such value is not published, based on a determination performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date). Notwithstanding the foregoing, the Issuer shall have the lesser (i) forty-eight months or (ii) the length of time until maturity of the Bonds to replenish any deficiency in the Sinking Fund Value due to a default of any Government Securities held in the Sinking Fund.

It is expressly provided that (1) the Issuer shall endeavor to purchase State and Local Government Series securities unless a prevailing reason exists at the time of purchase to do otherwise, (2) the Issuer shall make all reasonable efforts to ensure that the yield on the Sinking Fund for purposes of the QSCB Code Provisions and QSCB Regulations does not exceed 4.95% (which equals the Permitted Sinking Fund Yield in effect on the date of the Issuer's acceptance of the Commitment Letter), and (3) nothing contained herein shall prohibit the Paying Agent from acting through a designee to satisfy its obligations imposed pursuant to this Section.

The Issuer shall further transfer to the Paying Agent for deposit in the Interest Account on or before each Interest Payment Date the amount necessary to pay the interest and any additional payment amounts due as a result of a QSCB Disqualification Event due on such Interest Payment Date. The Issuer shall further transfer to the Paying Agent on or before the redemption date or the Credit Allowance Date, as applicable, any "make-whole" amount due upon the occurrence of a QSCB Disqualification Event.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the deposits have been made to the Principal Account and Interest Account as provided above each month, then any monthly Pledged Tax Revenues remaining in that month shall be free for expenditure by the Issuer for the purposes for which the Tax was authorized.

All Cash and investments held in the Sinking Fund under the terms of this Resolution shall constitute sacred funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds. Neither the cash nor the Government Securities nor the principal or interest payments on any such Government Securities in the Principal Account shall be withdrawn or used for any purpose other than the purchase of additional Government Securities or the payment of the Principal Amount of the Bonds at the Final Maturity Date. The Purchaser is

hereby granted an express lien on all moneys deposited and Government Securities held in the Sinking Fund.

Subject to the provisions of this Section, all of the Cash in the Sinking Fund shall be invested in accordance with the provisions of the laws of the State of Louisiana unless available to be used pursuant to the terms of this Resolution within five (5) business days.

SECTION 11) Annual Financial Statements. While any portion of the Bonds is Outstanding, the Issuer shall make available to the Owner its annual audited financial statements no later than 180 days after the applicable fiscal year-end of the Issuer.

SECTION 12) Comprehensive Budget. While any portion of the Bonds is Outstanding, the Issuer shall prepare and adopt a budget at the beginning of each fiscal year and shall furnish to the Owner a copy of such budget upon request of the Owner.

SECTION 13) Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the Bonds to be prepared or printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds shall be deposited by the Issuer with its fiscal agent bank or banks to be used only for the Qualified Purposes for which the Bonds are issued.

SECTION 14) Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representation of the indebtedness herein authorized and created.

SECTION 15) Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer, or its successor, and the Owners from time to time of the Bonds and any such Owner may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Governing Authority or the Issuer as a result of issuing the Bonds.

SECTION 16) Amendment to Resolution. No material modification or amendment of this Resolution, or of any resolution and/or ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of the Bonds.

SECTION 17) Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

"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."

SECTION 18) Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name the Bonds are registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 19) Notices to Owner. Wherever this Resolution provides for notice to the Owner of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Owner at the address of such Owner as it appears in the Bond Register. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the Owner shall be filed with the Paying Agent and the Issuer, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20) Cancellation of Bonds. Any Bond surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bond previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and any Bond so delivered shall be promptly canceled by the Paying Agent. Any canceled Bond held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 21) Mutilated, Destroyed, Lost, or Stolen Bond. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or *in lieu* of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section *in lieu* of any mutilated, destroyed, lost or stolen bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with any other Outstanding Bond. Any additional procedures set forth in the Agreement, authorized in this Resolution, shall also be available with respect to any mutilated, destroyed, lost or stolen Bond. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of any mutilated, destroyed, lost or stolen Bond.

SECTION 22) Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owner, the Principal Amount of the Bonds, all accrued but unpaid interest thereon, redemption premium, if any, and any other amounts owed with respect to the Bonds, at the times and in the manner stipulated in this Resolution,

then the pledge of the money, securities and funds pledged under this Resolution and all covenants, agreements and other obligations of the Issuer to the Owner shall thereupon cease, terminate and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Portions of the Principal Amount for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the Final Maturity Date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended. Notwithstanding the foregoing, no defeasance of the Bonds shall be permitted without delivery to the Owners of the Bonds of an opinion of a nationally recognized bond counsel that such defeasance will not affect the ability of the Owners to claim the federal tax credits under Section 54A of the Code which such Owners would otherwise be permitted to claim.

SECTION 23) Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of official proceedings of the Governing Authority giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to the Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 24) Covenants Relating to the QSCB Code Provision, QSCB Regulations and Other Matters. The Issuer hereby certifies that:

- 1) 100% of the available project proceeds, as defined in the Code, will be spent for Qualified Purposes;
- 2) 100% of the available project proceeds, as defined in the Code, will be spent at public school facilities within the jurisdiction of the School Board;
- 3) Within the six-month period beginning on the Date of Issuance, it will incur a binding commitment with a 3rd party to spend at least 10% of such available project proceeds on Qualified Purposes;
- 4) Any reimbursement of proceeds of the Bonds for capital expenditures for Qualified Purposes incurred prior to the Date of Issuance of the Bonds will be undertaken strictly in accordance with the QSCB Regulations;
- 5) All applicable State and local laws governing conflicts of interest have and will continue to be satisfied with respect to the Bonds;

- 6) The Issuer will redeem all nonqualified Bonds pursuant to Section 3(a) of this Resolution;
- 7) The Issuer will comply with the terms of the Davis-Bacon Act, to the extent required by the American Recovery and Reinvestment Act of 2009;
- 8) Subject to the terms of the Louisiana Governmental Claims Act (Sections 13:5101, *et seq.*, of the Louisiana Revised Statutes of 1950, as amended), the Issuer is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to (i) itself for claims arising *ex contractu* or (ii) the enforcement of its obligations under this Resolution or the Bonds; and
- 9) The Issuer will submit reports similar to those required under Section 149(e) of the Code.

SECTION 25) Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the provisions of Section 148 of the Internal Revenue Code of 1986 and any amendment thereto (the "Code"), as modified by Section 54A of the Code, with respect to the proceeds of the Bonds.

SECTION 26) Disclosure Under SEC Rule 15c2-12(b). It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission 17 CFR '240.15c2-12(b), because:

(a) the Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and

(b) the Bonds are being sold to not more than 35 financial institutions (*i.e.*, no more than thirty-five persons) constituting an Eligible Person, which (i) have such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) are not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

SECTION 27) Default. Upon an Event of Default, the Owner may pursue any and all remedies, including but not limited to an action for mandamus, that may exist at law or in equity pursuant to the law of the State at the time of such Event of Default.

SECTION 28) Acceleration. The Issuer represents and warrants that it has not granted to any Person holding any indebtedness issued or incurred by the Issuer which is payable from or secured by a lien on the Pledged Tax Revenues the right to accelerate the Issuer's obligation to repay such indebtedness following the occurrence of a default or event of default by the Issuer with respect to such indebtedness. The Issuer covenants that it shall not grant the remedy of acceleration to any Person holding any indebtedness issued or incurred by the Issuer, which is payable from or secured by a lien on the Pledged Tax Revenues, upon the occurrence of any event of default with respect to such indebtedness unless the Issuer has received the prior written consent of the Owners of the Bonds. In the event that the Issuer shall grant the remedy of acceleration to any Person holding any indebtedness issued or incurred by the Issuer which is payable from or secured by a lien on the Pledged Tax Revenues, upon the

occurrence of a default or event of default with respect to such indebtedness, or the occurrence and continuation of an Event of Default hereunder, the Owners of a majority of the outstanding principal amount of the Bonds, in their sole discretion, may deliver a notice to the Issuer declaring all amounts outstanding hereunder and under the Bonds to be immediately due and payable and such amounts shall then be immediately due and payable.

SECTION 29) Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

SECTION 30) Award of Bonds. The Issuer hereby ratifies the acceptance of the offer of the Purchaser to purchase the Bonds contained in the Commitment Letter attached as **Exhibit A** hereto. All of the provisions of said Commitment Letter attached as **Exhibit A** hereto are incorporated herein by reference. The Bonds shall be delivered to said Purchaser upon the payment of the Principal Amount thereof.

SECTION 31) Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of the Resolution and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Resolution and to the Bonds.

SECTION 32) Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 33) Effective Date. This Resolution shall become effective immediately.

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

YEAS: Ms. Brenda Leroux Babin, Mr. Hayes J. Badeaux, Ms. Debi Benoit, Mr. L. P. Bordelon, III, Mr. Roger Dale DeHart, Mr. Donald Duplantis, Mr. Gregory Harding, Mr. Richard Jackson, and Mr. Roosevelt Thomas

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, the 22nd day of March, 2011.

/s/ Philip Martin
Secretary

/s/ L. P. Bordelon, III
President

EXHIBIT A

COMMITMENT LETTER

JPMorgan Chase

March 3, 2011

Honorable Parish School Board
Terrebonne Parish, Louisiana

RE: \$10,000,000 Sales Tax Bonds (Taxable QSCB) Series 2011, of the Parish School Board of the Parish of Terrebonne, State of Louisiana.

To the School Board,

JPMorgan Chase Bank, N.A. ("Bank"), is pleased to present this commitment to purchase the above-referenced bond (the "QSCB") upon the terms and conditions set forth below.

Please indicate your acceptance of the commitment herein contained on the signature page and return a copy of this commitment letter so executed to the Bank. This commitment will expire at 12:00 noon Central Time on March 4, 2011, unless on or prior to such time the Bank shall have received a copy of this commitment letter executed by the Issuer. Notwithstanding timely acceptance of this commitment letter pursuant to the preceding sentence, the commitment herein contained will automatically terminate unless definitive bond documentation and the QSCB are executed and delivered to the Bank on or before the Closing Date set forth below.

Issuer and Amount: \$10,000,000 of Sales Tax Bonds (Taxable QSCB) Series 2011, of the Parish School Board of the Parish of Terrebonne, State of Louisiana.

QSCB Purchaser: JPMorgan Chase Bank, N.A. (the "Bank")

QSCB Purchase Price: 100% of QSCB par - \$10,000,000

Purpose of Issue: Proceeds of the Bond may be used for any "Qualified Purpose" permitted pursuant to Section 54F(a)(1) of the Code, including construction, rehabilitation or repair of public school facilities, equipping of school facilities, and paying costs of issuance.

Authority for Issue: Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other Louisiana constitutional and statutory authority, and Sections 54A and 54F of the Internal Revenue Code of 1986, as amended (the "Code").

Form of Bond: The QSCB will be issued as a single typewritten or printed term bond, in fully registered form. The Bank will take physical delivery of the Bond - no DTC closing or CUSIP will be required.

Security: The Bond will be payable from an irrevocable pledge and dedication of seventeen percent (17%) of the revenues to be derived by the Issuer from the levy and collection of the one percent (1%) parish-wide sales and use tax (the "Tax")

which the Issuer is authorized to levy and collect in perpetuity for, among other authorized uses, paying debt service on bonds issued for purchasing, acquiring and improving capital improvements for the school system, including the necessary sites, equipment and furnishings therefore, title to which shall be in the public, establishing a reserve and paying costs of issuance.

The Issuer's obligation to make Sinking Fund Deposits shall be secured by a pledge to budget and appropriate such Sinking Fund payments on an annual basis from the Tax described above. The QSCB shall be additionally secured by a pledge of the amounts held in the escrow account described below, including any investment earnings thereon.

QSCB Tax Credit Rate and Maturities:

The QSCB will mature according to the following Schedule:

<u>Year</u>	<u>Principal Amount</u>
March 1, 2026	\$10,000,000

The Tax Credit Rate will be the tax credit rate for qualified tax credit bonds as established by the Treasury Department and published on the Qualified Tax Credit Bond Website on the Acceptance Date. Evidence of the Tax Credit Rate on the Acceptance Date is attached as Exhibit A to this Commitment Letter.

Supplemental Interest Rate: 0.38% per annum so long as the Tax Credit Rate is greater than or equal to 5.28% on the Acceptance Date. If the Tax Credit Rate is less than 5.28%, the Bank will have the opportunity to adjust the Supplemental Interest Rate. The Supplemental Interest Rate shall be payable to the Bank quarterly on each Credit Allowance Date. Computations of interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Credit Allowance Dates: Quarterly on each March 15, June 15, September 15, and December 15 over the life of the QSCB and on the last day on which the QSCB is outstanding.

QSCB Term: The term of the Bond shall not exceed the maximum permitted maturity for qualified tax credit bonds as established by the Treasury Department and published on the Tax Credit Bond Website on the date of the Issuer's acceptance of this Commitment Letter (the "Acceptance Date") or 15 years, whichever date occurs first. Evidence of the maximum permitted maturity for qualified tax credit bonds

on the Acceptance Date is attached as Exhibit A to this Commitment Letter.

Closing Date: Unless the Bank shall agree (in its sole and absolute discretion) to a change of such date, the closing for the QSCB shall occur on May 3, 2011.

QSCB Structure: The QSCB will be structured as a “bullet” maturity. The QSCB shall require the Issuer to deposit funds on an annual basis; such funds shall be deposited to a sinking fund escrow account as discussed in the Sinking Fund Payments and Amounts section below. Funds in the escrow account may (at the Issuer's option) be invested to the extent permitted by Louisiana law and the Issuer's investment policy in Government Securities, so long as the investments have a final maturity date on or prior to the final maturity date of the QSCB. Notwithstanding the foregoing, the yield on the sinking fund shall be restricted to maximum sinking fund yield permitted by the Treasury Department on the Acceptance Date. Evidence of the maximum permitted sinking fund yield for qualified tax credit bonds on the Acceptance Date, as published on the Tax Credit Bond Website, shall be attached as Exhibit A to this Commitment Letter.

“Government Securities” means 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 (SLGS) or which may consist of specified portions of interest thereon, such as those securities commonly known as CATS, TIGRS, and STRPS, and may be in book-entry form.

**Sinking Fund
Payment Dates and
Amounts:**

The aggregate Value of all cash and Government Securities held in the Sinking Fund shall be not less than the required Sinking Fund Value set forth below on each March 1:

<u>Year</u>	<u>Sinking Fund Value</u>
2012	\$ 666,666
2013	1,333,332
2014	1,999,998
2015	2,666,664
2016	3,333,330
2017	3,999,996
2018	4,666,662
2019	5,333,328
2020	5,999,994

2021	6,666,660
2022	7,333,326
2023	7,999,992
2024	8,666,658
2025	9,333,324
2026	10,000,000

For purposes of determining compliance with the annual Sinking Fund Value requirement, the "Value" of any cash or Government Securities held in the Sinking Fund shall be determined as follows:

1. For cash, the amount of such cash; and
2. For Government Securities - the par of such security plus accrued but unpaid interest on such security (unless such security is in default, in which case the security shall be deemed to have its fair market value. The fair market value of such security shall be determined by the Escrow Agent based on the bid price last quoted by the Federal Reserve Bank of New York for such security on the valuation date and printed in The Wall Street Journal or The New York Times or, if such value is not published, based on a determination performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date). Notwithstanding the foregoing, the Issuer shall have the lesser of i) forty-eight months or ii) the length of time until maturity to replenish any deficiency in the Sinking Fund Value due to a default of any Government Securities held in the Sinking Fund.

Redemption Provisions:

Except as described below, the QSCB will not be subject to optional redemption or prepayment by the Issuer prior to its stated maturity. The QSCB shall be subject to optional redemption in the following circumstances:

- To the extent that less than 100% of the available project proceeds of the QSCB are expended for qualified purposes by the close of the 3-year period beginning on the date of issuance of the QSCB (or if an extension of such expenditure period has been received by the Issuer from the Secretary of the Treasury Department, by the close of the extended period) the Issuer shall be required to redeem all of the non-

qualified bond within 90 days after the end of such period.

- The QSCB is subject to optional redemption prior to maturity at the option of the Issuer exercisable within 90 days of any determination that the bond does not qualify as a "qualified school construction bond" pursuant to Section 54F of the Code.

Any redemption of the QSCB prior to maturity shall be subject to the Yield Maintenance provision discussed below.

Yield Maintenance:

In the event the IRS issues a ruling, notice or final determination adversely affecting the tax credits related to the QSCB issuance or the Bank obtains an opinion of a nationally recognized bond counsel, subject to review by the bond counsel to the Issuer, that the bond no longer constitutes a "qualified school construction bond," the Issuer shall make additional payments to the Bank in an amount sufficient to maintain the yield that the Bank would have realized had such loss or reduction of tax credits not occurred and shall "make-whole" the Bank for any losses, breakage fees related to the Bank's cost of funds or other costs (including reasonable attorneys fees) incurred by the Bank as result of such lost QSCB status.

In the event the QSCB (or any portion thereof) is redeemed prior to maturity, the Issuer shall be required to pay a "make-whole" amount to the Bank to compensate the Bank for any losses (including lost tax credits), breakage fees related to the Bank's cost of funds or other costs (including reasonable attorneys fees) incurred by the Bank as a result of such redemption.

Fair Wage Covenant:

The Issuer shall comply with the provisions of the Davis-Bacon Act to the extent required by the American Recovery and Reinvestment Act of 2009.

Annual Financial Statements:

Until all amounts owed to the Bank with respect to the QSCB are paid in full, annual audited financial statement of the Issuer shall be made available no later than 180 days after the applicable fiscal year-end of the Issuer.

Parity Debt:

The Issuer may issue additional revenue bonds (or other obligations) payable from the Tax on parity with the QSCB ("Parity Debt") as described in the resolution authorizing the issuance of the QSCB; provided, however, the Issuer shall not be permitted to issue any Parity Debt unless it shall deliver to the Bank, at least thirty (30) days prior to the date of any proposed issuance of Parity Debt, written evidence satisfactory to the Bank showing that the Tax revenues during twelve (12) consecutive months of the previous eighteen (18) months would have been sufficient to produce revenues in an amount equal to 150% of the maximum annual debt service requirements of all notes outstanding, plus the maximum annual debt service requirements of the proposed additional Parity Debt. The Issuer shall not be permitted to issue any revenue bonds (or other obligations) payable from the Tax having a lien senior to the QSCB without the consent of the Bank.

Documentation:

The QSCB documentation shall contain standard and customary representations, warranties, covenants, events of default and remedies for transactions of this nature. Remedies available to the Bank upon the occurrence of an event of default shall include all remedies available at law or in equity (including mandamus). Additionally, the Issuer shall represent and agree that all financial statements and other information delivered to the Bank are correct and complete and that no material changes have occurred.

The QSCB documentation shall be prepared by Bond Counsel subject to approval by the Bank and Bank Counsel.

Sovereign Immunity Representation:

The Issuer shall represent that, subject to the terms of the Louisiana Governmental Claims Act (Sections 13:5101, *et seq.*, of the Louisiana Revised Statutes of 1950, as amended), the Issuer is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to (i) itself for claims arising *ex contractu* or (ii) the enforcement of its obligations under the bond documentation or the QSCB.

Investment Letter:

The Bank will sign an investment letter indicating that it has made a full investigation of the security for the issue

and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer and that it is either an "Accredited Investor" within the meaning provided in Regulation D of the Securities Act of 1933, as amended (the "Securities Act") or a "Qualified Institutional Buyer" within the meaning provided in Rule 144A of the Securities Act and that it is purchasing the Bond without a present intention to sell the Bond to any other person and that any subsequent resale of the Bond shall be made only to a person which the Bank reasonably believes to be an Accredited Investor, Qualified Institutional Buyer or a trust, partnership or custodial arrangement, the owners of any beneficial interest in which shall be limited to Accredited Investors and Qualified Institutional Buyers.

Conditions Precedent:

Standard for financings of this type, including, but not limited to:

- i) Delivery to the Bank of a legal opinion of Bond Counsel as to the due authorization, execution, enforceability and validity of the bond documentation and the Bond. Additionally, the opinion of Bond Counsel shall contain language in a form acceptable to the Bank that:
 - The Bond is a "qualified school construction bond" pursuant to Sections 54A and 54F of the Code; and
 - A taxpayer holding the Bond on a Credit Allowance Date (as defined in Section 54A(e)(1) of the Code) will be allowed a tax credit against federal income tax imposed on such taxpayer for the taxable year that includes the Credit Allowance Date, in an amount equal to the product of the Tax Credit Rate multiplied by the face amount of Bond held by such taxpayer on the Credit Allowance Date multiplied by 25%, subject to proration in certain instances as required by Section 54A(b)(4) of the Code.
- ii) Completion of financing documentation satisfactory to the Bank and the Issuer.
- iii) Absence of any material adverse change in the condition, operation

or performance of the Issuer since the end of the period reported in the most recent financial statements provided to the Bank.

- iv) Compliance with all provisions of ARRA 2009.
- v) Absence of any change in any law, rule or regulation (or their interpretation or administration) that may, in the sole opinion of the Bank, adversely affect the consummation of the financing.
- vi) Payment of Fees and Expenses.

Completion of QSCB documentation satisfactory to the Bank and to the Issuer.

Fees and Expenses:

The Issuer shall be responsible for reimbursing the Bank for reasonable fees and expenses related to preparation, negotiation, execution, and enforcement of this Commitment Letter, the financing documents and any other documentation contemplated hereby or thereby, including, but not limited to, the payment of the fee of Bank Counsel in the amount of \$25,000.

Upon acceptance of this Commitment Letter, any fees incurred by the Bank shall be reimbursed by the Issuer, whether or not the financing closes. The Issuer understands that due to the fact that the Tax Credit Rate and the Supplemental Interest Rate are determined as of the Acceptance Date, it is necessary for the Bank to lock in its cost of funds on such date. The Issuer hereby agrees to reimburse the Bank for any rate lock breakage fees incurred by the Bank as a result of terminating its cost of funding arrangements if the financing does not close by the Closing Date. *The Issuer acknowledges that it understands that the amount of such rate lock breakage fees will vary depending, in large part, on prevailing interest rates at the time such breakage fees are calculated and under certain market conditions the amount of such rate lock breakage fees owed by the Issuer could be substantial.*

Bank Counsel:

Eric R. Sender, Esquire
Kutak Rock LLP
Peachtree Center South, Suite 2100
225 Peachtree Street, N.E.
Atlanta, Georgia 30303-1731
(404) 222-4633
eric.sender@kutakrock.com

Bond Counsel:

Jerry Osborne, Esquire
Foley & Judell, L.L.P.
365 Canal Street

One Canal Place
Suite 2600
New Orleans, LA 70130
(504) 568-1249
(504) 565-3900

Paying Agent: To be selected by Issuer. The Bank will act as Paying Agent at no charge.

Continuing Disclosure: It is understood that, with respect to the QSCB, the Issuer will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b).

Credit Approval: As confirmed on the signature page to this commitment, the Bank has received credit approval for the QSCB under the terms set forth herein.

The Bank's obligations under this commitment are conditioned upon the fulfillment to the Bank's satisfaction of each term and condition referenced by the commitment unless waived by the Bank in writing.

We look forward to working with you to complete a successful QSCB financing in order to enhance the futures of students throughout the Parish of Terrebonne. Please feel free to contact me with any questions about this commitment.

Sincerely,

Patrice McNeal
Senior Vice President
JPMorgan Chase Bank, N.A.
201 Saint Charles Avenue, Floor 28
New Orleans, LA 70170
Attachment: signature page

* SIGNATURE PAGE *

CONFIRMATION OF TERMS AND CONDITIONS:

JPMorgan Chase Bank, N.A.

By Patrice McNeal

Signature

Senior Vice President

Title

March 3, 2011

Date

ACCEPTED BY:

Terrebonne Parish School Board

By Philip Martin

Signature

Superintendent _____

Title

Date

Mr. Jerry Osborne, Foley & Judell Bond Attorney, addressed the Board regarding the foregoing resolution.

Motion of Mr. Duplantis, seconded by Ms. Babin, unanimously carried, the Board approved a request to allow Marsha Williams, Homeless Liaison/Graduation Coach in the Federal Department, to attend the 10th Annual Southern Region Spring Homeless Liaison Training in Mobile, Alabama, April 27-29, 2011 (Wednesday-Friday), in accordance with Policy (FILE: F-11.2), expenses to be borne by Title X Funds.

Motion of Mr. Badeaux, seconded by Mr. DeHart, unanimously carried, the Board approved and ratified the 2011-2012 School Calendar with the school year beginning August 4, 2011 (for employees)/August 8, 2011 (for students), and ending May 22, 2012, with the following holidays to be observed during the school session: Labor Day, September 5, 2011; Fall Break, October 10-11, 2011; Thanksgiving, November 21-25, 2011; Christmas, December 22, 2011 – January 2, 2012; Dr. Martin Luther King's Birthday (observance), January 16, 2012; Mardi Gras, February 20-24, 2012; and Easter/Spring Break, April 2-6, 2012 (Make-up days, **if needed**, will be October 10, 11, and November 21, 2011); students' last day will be May 21, 2012, and teachers' last day will be May 22, 2012.

Motion of Mr. Badeaux, seconded by Mr. Harding, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Laurie Dugas, Special Education Nurse, beginning April 14, 2011, through May 24, 2011 (medical).

Motion of Mr. DeHart, seconded by Mr. Duplantis, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Melissa Verret, School Bus Driver in the Transportation Department, beginning March 18, 2011, through March 17, 2012 (medical).

Motion of Mr. Duplantis, seconded by Ms. Babin, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Kristi Bergeron, Special Education Paraprofessional at Oakshire Elementary School, for the Fall semester of the 2011-2012 school session (student teaching).

Motion of Mr. Duplantis, seconded by Mr. DeHart, unanimously carried, the Board voted to adjourn its meeting **(8:00 P.M.)**.

/s/ Philip Martin, Secretary

/s/ L. P. Bordelon, III, President

RLB