

**Executive Committee Meeting**  
**March 27, 2014**  
**8:45 A.M.**  
**Agenda**

**I. Call to Order – Chairman Greg Jordan**

- Welcome Guest
- Pledge of Allegiance
- Approval of Board Absences
- Approval of JEDCO Minutes for February 27, 2014 Pg. 2

**II. Unfinished and New Business – Chairman Greg Jordan**

- Resolution approving Lease Agreement and Agreement to Issue Bonds not to exceed \$850 million in connection with a favorable Payment-in-lieu of Tax arrangement for the Dyno Nobel Louisiana Ammonia, LLC Project – **Dottie Stephenson Pg. 5**
- Resolution approving Lease Agreement and Agreement to Issue Bonds not to exceed \$70 million in connection with a favorable Payment-in-lieu of Tax arrangement for the Bella Ridge Project – **Dottie Stephenson**
- Approval of an unbudgeted expense for equipment to operate the JEDCO Conference Center kitchen – **Scott Rojas Pg. 51**
- Approval of resolution authorizing JEDCO’s Executive Director to execute the CEA between JEDCO and the City of Gretna – **Lacey Bordelon Pg. 54**

**III. Executive Director Report – Jerry Bologna**

- Overview of JEDCO Challenge
- Marketplace Fairness Act

**IV. Financial Report**

- Monthly Financial Report – **Cynthia Grows PG. 61**

**V. Public / Other Comments**

**VI. Adjournment**

**The meeting begins at 8:45 a.m. and will be held in the JEDCO Boardroom, 700 Churchill Parkway, Avondale, LA 70094** In accordance with provisions of the Americans with disabilities Act Amendments Act of 2008, as amended, JEDCO shall not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL interpreters.  
**ADA Coordinator for JEDCO** – Scott Rojas, Director of Facilities and IT, 700 Churchill Parkway, Avondale, LA 70094 Telephone – (504)875-3908 Email – [srojas@jedco.org](mailto:srojas@jedco.org)

**JEDCO Board of Commissioners**  
**February 27, 2014**  
**8:40 A.M.**

## **Minutes**

**Call to Order**      8:40 a.m.

**Attendance:**      David Colvin, Bruce Dantin, Tina Dandry-Mayes, Joe Ewell, Jim Garvey, Roy Gattuso, Greg Jordan, Steve LaChute, Bruce Layburn, Joe Liss, Mark Madderra, Dr. Vinicio Madrigal, Lynda Nugent-Smith, Bill Peperone, Mayra Pineda, Paul Rivera, Mike Ronney, Stan Salathe, Patrice Williams-Smith

**Staff:**              Jerry Bologna, Lacey Bordelon, Cynthia Grows, Alberto Queral, Scott Rojas, Kelsey Scram, Dottie Stephenson, Penny Weeks

**Absences:**         Mario Bazile and Mark Madderra

**Attorney:**         Reed Smith, Jefferson Parish Attorney's Office

**Guests:**            John Tobler - Past Commissioner

### **I. Call to Order & Chairman Comments – Greg Jordan**

- **Approval of Board Absences** - Bruce Dantin motioned to excuse Mark Madderra and Mario Bazile; seconded by Roy Gattuso. The motion passed unanimously.
- **Approval of JEDCO Executive Committee Minutes for January 30, 2014**  
Bill Peperone motioned to approve the minutes; seconded by Roy Gattuso. The motion passed unanimously.
- **Approval of JEDCO Board Retreat Minutes for January 30, 2014**  
Dr. Vinicio Madrigal motioned to approve the minutes; seconded by Roy Gattuso. The motion passed unanimously.
- **Acknowledge Outgoing Commissioner and Swear-in New Commissioner**  
On behalf of the Board of Commissioners and JEDCO staff, Jerry expressed sincere appreciation and presented a small momento to John Tobler. Mr. Tobler served on the JEDCO Board and Finance Committee from December 2008 to December 2013 representing the Elmwood Business Association.

Chairman Jordan welcomed Jimmy Baum. Mr. Baum will be representing the Elmwood Business Association. Parish Attorney, Reed Smith, officiated the swearing in.

## II. Unfinished and New Business – Chairman, Greg Jordan

- **Appointment to Finance Committee**

Chairman Jordan stated that Jimmy Baum has been serving on the Finance Committee in an advisory capacity since January 2012 and recommended that he be appointed to the Committee to replace John Tobler. David Colvin motioned to appoint Mr. Baum to the Finance Committee; seconded by Joe Ewell. The motion passed unanimously.

- **Approval of 2014 Strategic Operating Plan – Jerry Bologna**

Dottie Stephenson incorporated the recommendations made by the Board. The final draft was presented for approval. Dr. Vinicio Madrigal motioned to approve the final version of the 2014 Strategic Operating Plan; seconded by Joe Liss. The motion passed unanimously.

- **Approval of the Louisiana Compliance Questionnaire for 2013 – Cynthia Grows**

Dr. Vinicio Madrigal motioned to approve the Louisiana Compliance Questionnaire for 2013; seconded by Bruce Dantin. The motion passed unanimously.

## III. Executive Director Report – Jerry Bologna

- **EDGE Update** – Jerry met with five EDGE Investor prospects and successfully gained pledges from two, totaling \$30,000 per year.
- **Crystal Clear Imaging's** operation continues to grow. The business was recently hired by the NBA and NFL to design, print and install signs for their largest events. In 2007 and 2009 JEDCO provided financing for an SBA 504 loan and an LRCF equipment loan.
- **London-New Orleans Air Service** – Led by GNO Inc., JEDCO provided a letter of support requesting that British Airways seriously consider direct service between New Orleans and London.
- **Gretna CEA** – Jerry and Lacey met with Mayor Constant; she indicated a willingness to move forward with the CEA.
- **Dyno Nobel/Bella Ridge** – Dottie, Jerry and Ray Cornelius are preparing a draft of the lease agreement for both Dyno Nobel and Bella Ridge. These documents will be presented to the Executive Committee for approval on March 27<sup>th</sup>.
- **JEDCO Challenge** – This year's competition attracted 44 applicants. Five finalist have been selected. Practice pitches begin the week of March 17<sup>th</sup>. Pitch finals are March 25<sup>th</sup> between 2:00 – 4:30 at Southport Hall.
- **Business Retention & Expansion Update** – Lacey presented a detailed report of the EDS activities regarding Business Retention and Expansion for 2013. Lynda Nugent-Smith requested a Kenner update, such as this one, be given to the Kenner Council and the Kenner Economic Development Committee.

#### **IV. Financial Report – Cynthia Grows**

- **Monthly Financial Report**

Stan Salathe motioned to accept the report as presented; seconded by Patrice Williams-Smith. The motion passed unanimously.

#### **V. Public / Other Comments**

Jerry expressed appreciation for Scott Rojas' accomplishments in getting the Conference Center up and going.

#### **VI. Adjournment – Dr. Vinicio Madrigal motioned to adjourn; seconded by David Colvin. The motion passed unanimously.**

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**Bruce Layburn**  
**(JEDCO Minutes February 27, 2014)**



# JEDCO

Jefferson Parish Economic Development Commission

## MEMORANDUM

**DATE:** March 17, 2014

**TO:** JEDCO Board of Commissioners

**FROM:**  Jerry Bologna, Executive Director  
Via  Dottie Stephenson, Deputy Director

**SUBJECT:** Resolutions authorizing Lease Agreement and Agreement to Issue Bonds for the Dyno Nobel Ammonia Plant

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### Dyno Nobel

#### Background

In 2011 JEDCO began working to seek the commitment of Dyno Nobel to build a new \$850 million ammonia plant in Waggaman at the Cornerstone complex, formerly CYTEC. We were successful through our negotiations of an incentive agreement with Dyno Nobel to land the project for Jefferson Parish. In April 2013 the Board approved a Preliminary Agreement between JEDCO and Dyno Nobel which set forth our intent while negotiations continued. Construction began in the summer of 2013.

#### Discussion

The JEDCO Board is now being asked to adopt a resolution approving the final document. It is a Lease Agreement and Agreement to Issue Bonds between JEDCO and Dyno Nobel providing for Payment-in-lieu-of-Taxes (PILOT), the local incentive which secured the project for Jefferson. As part of the Agreement to Issue Bonds, JEDCO will take title to the project and lease it back to Dyno Nobel. During JEDCO's ownership period of up to 20 years, the ammonia plant will be exempt from ad valorem taxes. Dyno, however, will pay PILOT rent according to the schedule found on page 10 of the Lease Agreement (attached). PILOT rent paid to Jefferson Parish and the taxing bodies over 20 years will total \$40,911,767 with \$6,268,907 of this amount paid during the first 10 years.

The amount to be paid during the first 10 years of the Lease was an important part of the negotiations. Because of the State's 10-Year Industrial Ad Valorem Tax Exemption Program, Dyno Nobel's ad valorem taxes would have been abated in any parish in Louisiana. The Parish and its taxing entities would not have received any taxes during the

first 10 years from this major capital investment. Therefore, the incentive was structured over 20 years with Dyno agreeing to pay PILOT rent during the first 10 years. At the end of the 20 years of the Lease, the project will return to the tax rolls and Dyno Nobel will resume paying ad valorem taxes.

In order to maintain the incentive, Dyno Nobel is required, by the third year of the Lease Agreement, to have an average of 70 full-time employees working at the site with a predetermined level of annual payroll. If one or both of these requirements are unmet, there is a penalty which Dyno is required to pay in the form of Supplemental PILOT rent. The supplemental rent is based on a formula set forth on page 12 of the Lease Agreement.

Recommendation

We believe that the agreement between Dyno Nobel and JEDCO is a win-win for both parties. We are recommending that the Executive Committee of the Board of Commissioners approve the attached resolution to authorize the signing of the Lease Agreement. JEDCO's bond counsel Ray Cornelius will be at the meeting on March 27<sup>th</sup> should you have any legal questions regarding the transaction.

Thank you.

Attachments (2)

**JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT**  
**March 27, 2014**

The following resolution was offered by \_\_\_\_\_ and seconded  
by \_\_\_\_\_:

**RESOLUTION**

A resolution approving the form of and authorizing the execution of a Lease Agreement and Agreement to Issue Bonds and any and all additional documents and certificates deemed necessary in connection with the granting of a favorable payment in lieu of tax arrangement and the potential issuance of not exceeding \$850,000,000 of Revenue Bonds (Dyno Nobel Louisiana Ammonia, LLC Project) of the Jefferson Parish Economic Development and Port District; and providing for other matters with respect to the foregoing.

**WHEREAS**, the Jefferson Parish Economic Development and Port District ("JEDCO") is a body politic and political subdivision of the State of Louisiana, created in the Parish of Jefferson, under and pursuant to the provisions of Chapter 20, Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021 et seq.) (the "JEDCO Act"); and

**WHEREAS**, JEDCO is authorized under the laws of the State of Louisiana (the "State"), including particularly the JEDCO Act as well as Sections 991 to 1001, inclusive, and Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the "Act"), to issue its revenue bonds for the object and purpose of promoting and encouraging the development of economic and industrial opportunities, stimulating the economy through renewed commerce and industry, and for the utilization and development of natural and human resources in Jefferson Parish (excluding Grand Isle and Ward 11) by providing job opportunities; and

**WHEREAS**, pursuant to the Act, JEDCO has authorized the execution of a preliminary agreement dated April 25, 2013 with Dyno Nobel Louisiana Ammonia, LLC, a Delaware limited liability company (the "Developer"), authorizing the issuance of up to \$600,000,000 of revenue bonds (herein increased to not exceeding \$850,000,000 of revenue bonds) approving the development of a project, consisting of the acquisition, construction and equipping of an ammonia manufacturing facility in Waggaman, Jefferson Parish, Louisiana (the "Project"); and

**WHEREAS**, pursuant to the Act, property acquired by JEDCO in connection with their issuance or agreement to issue bonds is exempt from ad valorem tax and JEDCO is permitted to require a payment in lieu of tax in an amount not exceeding what the ad valorem tax would be if the property were subject to ad valorem tax; and

**WHEREAS**, it is now the desire of this Board of Commissioners to authorize the Chairman, Vice Chairman, Treasurer and/or Secretary to execute a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement") in substantially the form on file with

JEDCO and such other matters provided for therein, including, without limitation, deeds and contracts to purchase or other items necessary or desirable in connection therewith.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT that:**

SECTION 1. Approvals. JEDCO hereby approves (i) the Lease Agreement in substantially the form on file with JEDCO with such changes as are approved by bond counsel to JEDCO, (ii) acquisition of the Project, (iii) the issuance of not exceeding \$850,000,000 of revenue bonds, and (iv) such other matters necessary, convenient, appropriate or desirable in connection with the matters approved hereby. JEDCO further approves the summary of incentives attached hereto as Exhibit B, the terms of which will be incorporated into the aforesaid Lease Agreement.

SECTION 2. Authorization. The Chairman, Vice Chairman, Treasurer and/or Secretary shall all, or any one of them, have the power to approve and participate in any action related hereto to accomplish the purposes hereof.

SECTION 3. Negotiation, Execution and Delivery of Documents. The Chairman, Vice Chairman, Treasurer and/or Secretary, or any one of them acting independently, are hereby authorized and directed for, on behalf of, and in the name of JEDCO to negotiate, execute and deliver any and all documents described herein, including, without limitation, the Lease Agreement, a conveyance to JEDCO of the Project and all improvements now or hereafter located thereon and additional instruments provided for therein and documents and certificates in addition to the documents described herein that are deemed by such officers to be necessary, convenient, appropriate or desirable,. The signatures of the said officers upon documents specifically described herein together with any documents and certificates as may be otherwise required for necessary, convenient, appropriate or desirable related to matters described in this resolution, are deemed to be conclusive evidence of their due exercise of the authority vested in them hereunder.

SECTION 4. Effective Date. This resolution shall take effect immediately.



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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

And the resolution was declared adopted on this 27th day of March, 2014.

\_\_\_\_\_  
/s/Bruce Layburn  
Secretary

\_\_\_\_\_  
/s/Gregory Jordon  
Chairman

STATE OF LOUISIANA

PARISH OF JEFFERSON

I, the undersigned Secretary of the Jefferson Parish Economic Development and Port District ("JEDCO"), do hereby certify that the foregoing \_\_\_\_ ( ) pages constitute a true and correct copy of the proceedings taken by JEDCO on March 27, 2014, approving the form of and authorizing the execution of a Lease Agreement and Agreement to Issue Bonds and any and all additional documents and certificates deemed necessary in connection with the granting of a favorable payment in lieu of tax arrangement and the potential issuance of not exceeding \$850,000,000 of Revenue Bonds (Dyno Nobel Louisiana Ammonia, LLC Project) of the Jefferson Parish Economic Development and Port District; and providing for other matters with respect to the foregoing.

IN FAITH WHEREOF, witness my official signature on this the 27th day of March, 2014.

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Secretary

**LEASE AGREEMENT AND  
AGREEMENT TO ISSUE BONDS**

Dated as of April 1, 2014

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by and between

Jefferson Parish Economic  
Development and Port District

and

Dyno Nobel Louisiana Ammonia, LLC

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relating to the agreement to issue up to:

\$850,000,000

Revenue Bonds

(Dyno Nobel Louisiana Ammonia, LLC Project)

of the

Jefferson Parish Economic  
Development and Port District

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- EXHIBIT A – Project Description – Leasehold Improvements  
                     Legal Description of Project Site
- EXHIBIT B – Transaction Costs

**LEASE AGREEMENT  
AND AGREEMENT TO ISSUE BONDS**

This **LEASE AGREEMENT AND AGREEMENT TO ISSUE BONDS** (the "Lease Agreement" or "Agreement"), dated and executed this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT** (the "Lessor"), a body politic and political subdivision of the State of Louisiana, as lessor, and **DYNO NOBEL LOUISIANA AMMONIA, LLC** (the "Lessee"), a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of Louisiana, as lessee,

**WITNESSETH:**

**WHEREAS**, the Lessor is authorized and empowered under Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021 *et seq.*) (the "JEDCO Act"), as well as Sections 991 to 1001, inclusive, and Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the "Act"), to acquire, own, lease, rent repair, renovate, improve, finance, sell, and dispose of facilities that are determined by the Lessor to be instrumental to the removal of blight or the redevelopment of distressed areas, or to promote economic development through the creation of jobs, or to enhance the tax base of Jefferson Parish (excluding Grand Isle and Ward 11) through the construction, renovation, or rehabilitation of improvements, other than facilities designed for the sale or distribution to the public of electricity, gas, water, or telephone or other services commonly classified as public utilities; and

**WHEREAS**, pursuant to the Act, the Lessor is authorized to issue its bonds to finance any land, easement, servitude, leasehold interest, or other interest or right in land, and any building or other facility or improvement thereon, including a single or multiple occupant office building or building complex, and all movable and immovable properties deemed necessary in connection therewith, including parking garages, whether or not now in existence, which shall be suitable for use by the following or by any combination of two or more thereof: any industry for the manufacturing, processing, or assembling of any raw, agricultural, semi-manufactured, or manufactured products; any commercial enterprise in storing, warehousing, distributing, or selling any products of agriculture, fishing, forestry, mining, or industry; business or professional offices; hotels; and any international, national, regional, or state offices of business or industry, or any other facility that is determined by the Lessor to be instrumental to the removal of blight or the redevelopment of distressed areas, or to promote economic development through the creation of jobs, or to enhance the tax base through the construction, renovation, or rehabilitation of improvements. and to pledge the revenues and receipts therefrom or from any source thereof to secure such bonds; and

**WHEREAS**, under the Act, the Lessor is deemed to be performing a public function on behalf of Jefferson Parish, Louisiana, and to be a public instrumentality of such parish, and accordingly, the Lessor and all properties at any time owned by the Lessor and the income therefrom and all bonds issued by it and the income therefrom shall be exempt from all taxation in the state of Louisiana, provided, that the Lessor may require the lessee of any of its projects to pay annually to the municipal taxing authorities, through the normal collecting agency, a sum *in*

*lieu* of ad valorem taxes to compensate such authorities for any services rendered by them to such projects which sum shall not be in excess of the ad valorem taxes such lessee would have been obligated to pay to such authorities had it been the owner of such project during the period for which such payment is made; and

**WHEREAS**, such payments to be made in lieu of taxes together with any fees and charges of the Lessor, to the extent in the aggregate they do not exceed the amount of taxes that would be paid if the lessee were the owner, shall constitute statutory impositions within the meaning of R.S. 47:2128; and

**WHEREAS**, the Lessor has authorized a project consisting of the acquisition, construction and equipping of an ammonia manufacturing facility, all of which qualifies as a "development project" within the meaning of the Act, on behalf of and to be leased to the Lessee, pursuant to the terms of this Agreement; and

**WHEREAS**, the acquisition and construction of the Project, hereinafter defined, will be funded from various sources, including possibly the issuance of bonds by the Lessor on behalf of the Lessee; and

**WHEREAS**, at the request of the Lessee and subject to the conditions set forth herein, the Lessor agrees that it shall issue up to \$850,000,000 in aggregate principal amount of its taxable and/or tax-exempt Revenue Bonds (Dyno Nobel Louisiana Ammonia, LLC Project) in one or more series (the "Bonds") to finance all or a portion of the Project.

**WHEREAS**, in consideration of the issuance of the Bonds and the financial benefit accruing to the Lessee from the in lieu of tax arrangements set forth herein, the Lessee will convey the Project to the Lessor, subject to the lien of any existing mortgages, liens or encumbrances, and will lease the Project back from the Lessor pursuant to this Agreement; and

**WHEREAS**, pursuant to this Agreement, the Lessee will agree to pay the Lessor amounts sufficient for the payment of (i) debt service on the Bonds, if any when issued, (ii) certain payments in lieu of taxes, and (iii) certain related expenses; and

**WHEREAS**, the execution and delivery of this Agreement and the agreement to issue the Bonds, if any, pursuant to the aforesaid statutory authority have been in all respects duly and validly authorized by resolution adopted by the governing authority of the Lessor; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, including, without limitation, the undertaking of the Project by the Lessee, the receipt and sufficiency of which is hereby acknowledged and of the mutual benefits, covenants and agreements herein expressed, the Lessor and the Lessee hereby agree as follows:

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## ARTICLE I

### DEFINITIONS

SECTION 1.01. Definitions. The following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

**"Act"** shall mean collectively Chapter 20 of Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021 *et seq.*), Sections 991 to 1001, inclusive, and Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto

**"Administrative Rent"** shall have the meaning assigned thereto in Section 4.03(c) hereof.

**"Bond Counsel"** means Adams and Reese LLP or an attorney, or firm of attorneys, acceptable to the Lessor and nationally recognized and experienced in legal work relating to the financing of facilities through the issuance of tax-exempt bonds.

**"Bonds"** shall have the meaning assigned to such term in the recitals hereto.

**"Closing Date"** shall mean the date of execution and delivery hereof.

**"Construction"** or **"construction"** (and other forms of the word "construct"), when used with respect to the Project, means the acquisition, construction, reconstruction, extension, equipping or improvement of the Project.

**"Full-Time Employee"** means a person who works at least 35 hours a week working at the Project Site in jobs necessary for the operation of the Project, whether an employee of the Lessee or others.

**"Full-Time Payroll"** means wages, not including benefits, paid to Full-Time Employees.

**"Indenture"** means any Trust Indenture or similar agreement between the Lessor and the Trustee pursuant to which any series of Bonds are authorized to be issued, if any, and any indentures supplemental thereto. As of the date of this Agreement, there is no Indenture binding on Lessor and Lessee with respect to the Project.

**"Lease Term"** means the duration of the leasehold estate created in this Agreement as specified in Section 4.01 hereof.

**"Lessee"** means (i) Dyno Nobel Louisiana Ammonia, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and (ii) any surviving, resulting or transferee entity as provided in Section 8.01 hereof.

**"Lessor"** means the Jefferson Parish Economic Development and Port District, and its successors and assigns.

**"Person"** means an individual, partnership, corporation (including a business trust), limited liability company, trust, unincorporated association, joint venture, governmental unit or other entity.

**"PILOT Rent"** shall have the meaning assigned thereto in Section 4.03(b) hereof.

**"Project"** means the improvements located at the Site consisting of the acquisition, construction and equipping of an ammonia manufacturing facility, as more particularly described in Exhibit A hereto, together with all additions thereto and substitutions therefor and includes those buildings, structures, fixtures, furnishings and equipment, including any structures, fixtures, furnishings and related property comprising a portion of the Project, and is further defined as all property (both movable and immovable) now or hereafter owned by the Lessor and leased to the Lessee herein which is not otherwise included in the definition of Project, but not including the Lessee's own equipment installed under the provisions of Section 5.01 hereof as to which Lessee gives Lessor the notice described in said Section 5.01.

**"Site"** means the property owned by the landowner and leased to the Lessee, which is the site on which the Project will be constructed, acquired and installed but is not part of the Project leased hereby. The Site is described on Exhibit B hereto.

**"State"** means the State of Louisiana.

**"Supplemental PILOT Rent"** has the meaning described in Section 4.03 hereof.

**"Trustee"** shall mean the commercial banking institution selected to serve as trustee for the Bonds, if any, and its successor or successors as Trustee, if any,.

SECTION 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Agreement.

(c) The headings and the table of contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

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## **ARTICLE II**

### **REPRESENTATIONS**

SECTION 2.01. Representations, Warranties and Agreements of the Lessor. The Lessor represents, warrants and agrees as follows:

(a) The Lessor is a political subdivision duly created or organized and existing under the laws of the State and has full legal right, power and authority (1) to adopt the resolution approving this Agreement and authorizing the Lessor's execution and delivery of this Agreement, (2) to issue and deliver the Bonds for the purpose for which they are to be issued, (3) to execute and deliver this Agreement, and (4) to consummate the transactions contemplated by, and perform its obligations hereunder.

(b) The Lessor has taken all necessary action required to make this Agreement the valid obligation of the Lessor which it purports to be; when executed and delivered by the parties thereto, this Agreement will constitute valid and binding agreement of the Lessor and will be enforceable against the Lessor in accordance with its terms, except to the extent that such enforceability may be limited by general principles of equity and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore and hereafter enacted.

(c) The execution, delivery and due performance by the Lessor of this Agreement will not conflict with or result in a violation or breach of, or constitute a default under its articles of incorporation or bylaws or any agreement or instrument to which the Lessor is a party or by which it is bound, or any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Lessor, or result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever (except the leasehold estate created in this Agreement) upon any of the property or assets of the Lessor.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of the knowledge of the Lessor, threatened against or affecting the Lessor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity of this Agreement or any agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(e) The Lessor has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Lessor as a condition precedent to the execution and delivery of this Agreement and any other documents to which the Lessor is a party and the performance by the Lessor of its obligations thereunder.

SECTION 2.02. Representations, Warranties, and Agreements of the Lessee. The Lessee represents, warrants and agrees as follows:

(a) The Lessee is a corporation organized and existing under the laws of the State of Delaware and qualified to do business in the State of Louisiana, has the power to execute and deliver the Lease Agreement, to enter into the transactions contemplated thereby and to perform its obligations thereunder, and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) The Lease Agreement constitutes a valid and binding agreement of the Lessee enforceable against the Lessee in accordance with its terms, except to the extent that such enforceability may be limited by general principles of equity and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore and hereinafter enacted.

(c) To the current, actual knowledge of the Lessee, no litigation at law or in equity or proceeding before any governmental agency involving the Lessee is pending or, to the current, actual knowledge of the Lessee, threatened, in which any liability of the Lessee is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Lessee, the acquisition, installation or operation of the Project, or the validity of this Agreement.

(d) To the current, actual knowledge of the Lessee, the Lessee is not in default under or in violation of this Agreement, and the execution, delivery and compliance by the Lessee with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any of its organizational documents, (ii) any material agreement or other instrument to which the Lessee is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Lessee or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) The Lessee has obtained or will use commercially reasonable efforts to obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Lessee as a condition precedent to the execution and delivery of this Agreement and any other documents to which the Lessee is a party and the performance by the Lessee of its obligations thereunder, and that are required for the construction or operation of the Project.

(f) To the current, actual knowledge of the Lessee, neither this Agreement nor any information (financial or otherwise) furnished by or on behalf of the Lessee in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained herein or therein not misleading.

SECTION 2.03. Anti Terrorism Laws. Neither the Lessee nor any of its affiliates is in violation of any Laws relating to terrorism or money laundering ("Anti Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001), as amended. Neither the Lessee nor any of its Affiliates is any of the following:

(a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) a Person with which any Person is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law;

(d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(e) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

Neither the Lessee nor any of its affiliates (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti Terrorism Law.

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**ARTICLE III**

**AGREEMENT TO ISSUE BONDS**

SECTION 3.01. Agreement to Issue Bonds. At the request of the Lessee and subject to the conditions set forth herein, the Lessor shall issue the Bonds. In consideration of this agreement to issue the Bonds, the Lessee has transferred title to the Project to the Lessor.

(a) The Lessor hereby agrees to issue Bonds from time to time in an aggregate amount not exceeding \$850,000,000 at the request of Lessee subject to the following terms and conditions:

- (i) Lessee must file a written request with the Lessor, identifying the purchaser or underwriter, setting forth the maximum amount, terms and collateral for payment of the Bonds;
- (ii) Documents and procedures prepared by or satisfactory to Bond Counsel, including amendments and/or supplements to existing documents and/or additional documents recommended by Bond Counsel shall be prepared and submitted to the Lessee;
- (iii) All required governmental approvals and other approvals for the issuance of the Bonds, including, without limitation, those of the State Bond Commission and Secretary of Economic Development, to the extent required, must be or have been obtained;
- (iv) The Lessor's resolution providing for the issuance of the Bonds shall be published and the preemptive period satisfied or a bond validation suit shall be pursued to completion validating the legality of the Bonds; and
- (v) All other reasonable requirements of the Lessor shall have been satisfied; and Bond Counsel shall deliver a satisfactory legal opinion with respect to the Bonds.

(b) All Bonds shall be payable solely from payments made by Lessee or caused to be paid by Lessee and shall be limited obligations of the Lessor and not payable from any Lessor funds other than funds deposited under the Indenture and available for that purpose.

(c) The Lessor shall be indemnified and held harmless of any and all liability as the result of the issuance of the Bonds or ownership of the Project and Lessee shall pay all reasonable costs in connection therewith.

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ARTICLE IV

EFFECTIVE DATE OF THIS AGREEMENT;  
RENTAL PAYMENTS

SECTION 4.01. Effective Date of this Agreement; Duration of Lease Term. This Agreement shall become effective upon its delivery, and the leasehold estate created in this Agreement shall commence on such date and subject to the provisions of this Agreement (including particularly Articles IX and X hereof), shall expire, unless extended with the mutual consent of the parties hereto, on December 31, 2034.

SECTION 4.02. Delivery and Acceptance of Possession. The Lessor hereby leases and further delivers to the Lessee sole and exclusive possession of the Project (subject to the right of the Lessor to enter thereon for inspection purposes and to the other provisions of Section 7.02 hereof) and the Lessee hereby accepts possession of the Project. The Lessor covenants and represents that so long as the Lessee has paid the rent and all other sums payable by it hereunder, and has duly observed all the covenants and agreements herein contained on its part to be performed, the Lessee shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisturbed possession of the Project subject to the terms and provisions hereof, and the Lessor shall from time to time take all necessary action to that end.

SECTION 4.03. Rents and Other Amounts Payable.

(a) Closing Cost Rental Payment: On or before the effective date of this Agreement, the Lessee shall deposit with Adams and Reese LLP the sum of \$ \_\_\_\_\_, which shall be disbursed by Adams and Reese LLP to pay costs of the transaction associated with this Agreement as set forth in Exhibit B hereto.

(b) PILOT Rent Payment.

- (i) So long as this Agreement remains in effect and the Project is owned by the Lessor, it is the intent of the Lessor and the Lessee that the Project shall be exempt from ad valorem tax. The Lessee hereby agrees to make a payment in lieu of tax ("PILOT Rent") commencing on or before December 31 of each year, commencing not later than December 31, 2015, and continuing during each calendar year during the Lease Term as and when set forth below with a final payment due not later than December 31, 2034. The PILOT Rent shall be paid and calculated in the manner set forth in (ii) below.
- (ii) While owned by the Lessor and leased to the Lessee in connection herewith, the Project shall be exempt from ad valorem tax and the Lessor, pursuant to La. R.S. 51:1160, has negotiated PILOT Rent and Supplemental PILOT Rent, to the extent applicable, which shall be due and payable on the dates and in the amounts as hereinafter described:

(A) PILOT Rent. The Lessee hereby agrees to make the following negotiated payments of PILOT Rent in the manner, on the dates and in the amounts as follows:

December 31 Year	PILOT Rent
2015	\$800,000
2016	\$800,000
2017	\$800,000
2018	\$800,000
2019	\$800,000
2020	\$800,000
2021	\$800,000
2022	\$850,000
2023	\$1,100,000
2024	\$1,100,000
2025	\$1,100,000
2026	\$1,100,000
2027	\$1,200,000
2028	\$1,200,000
2029	\$1,200,000
2030	\$1,200,000
2031	\$1,200,000
2032	\$1,200,000
2033	\$1,200,000



2034	\$1,200,000
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- (B) Amounts payable as PILOT Rent and Supplemental PILOT Rent, if any, under this subsection (b)(ii) shall be paid by check payable to the Jefferson Parish Sheriff or such other tax collector from time to time identified by JEDCO and delivered to the Lessor, which in turn will be paid to the collector of taxes in the Parish of Jefferson with instructions to such collector of taxes to distribute such amounts to tax recipient bodies in the same proportion as ad valorem tax would be distributed for the tax year in question.
- (C) It is hereby acknowledged and agreed that PILOT Rent and Supplemental PILOT Rent, if any, constitute statutory impositions with the same ranking, priority and enforcement methods for ad valorem tax.
- (D) In the event that the average number of Full-Time Employees and/or Full-Time Payroll required for each year set forth in the following table is less than the required amount, there shall be due and payable a Supplemental PILOT Rent as hereafter described:

Year	Full-Time Employees	Full-Time Payroll
2015	27	\$ 2,037,185
2016	53	\$ 2,098,301
2017	70	\$ 2,161,250
2018	70	\$ 2,226,087
2019	70	\$ 2,292,870
2020	70	\$ 2,361,656
2021	70	\$ 2,432,505
2022	70	\$ 2,505,481
2023	70	\$ 2,580,645
2024	70	\$ 2,658,064

2025	70	\$ 2,737,806
2026	70	\$ 2,819,940
2027	70	\$ 2,904,539
2028	70	\$ 2,991,675
2029	70	\$ 3,081,425
2030	70	\$ 3,173,868
2031	70	\$ 3,269,084
2032	70	\$ 3,367,156
2033	70	\$ 3,468,171
2034	70	\$ 3,572,216

For each year set forth in the immediately preceding table, if the average number of Full-Time Employees for such year is less than required, the number of Full-Time Employees less than required shall be divided by the required number of Full-Time Employees to determine the percentage deficiency in performance. Additionally, if the annual Full-Time Payroll is less than required, the dollar amount of the deficiency shall be divided by the required annual Full-Time Payroll to determine the percentage deficiency in performance. The greater percentage of the deficiency of average number of Full-Time Employees required or the percentage of the deficiency in required annual Full-Time Payroll set forth therein, shall for each year be multiplied times the payment due in such year set forth in Section 4.03(b)(ii)(A) and a Supplemental PILOT Rent payment shall be due and payable in such amount,

- (E) In order to provide data for the calculation of Supplemental PILOT Rent described in Section 4.03(b)(ii)(D) hereof, the Lessee shall file with the Lessor, on or before the February 15 following each year PILOT Rent is paid, commencing February 15, 2016 for tax year 2015, and continuing through February 15, 2035 for tax year 2034, a notarized affidavit of an officer of the Lessee setting forth the average daily number of Full-Time Employees for the preceding tax year and the Full-Time Payroll or part thereof if the Project is not placed in service by January 1 of such year. The calculation of the average number of Full-Time Employees shall be evidenced by a certification of an independent certified public

accounting firm, acceptable to the Lessor, including names, addresses, position and dates of employment for all employees covered by the report, and/or such other reasonable information required by the Lessor to confirm satisfaction or deficiency of the average daily number of Full-Time Employees required. In addition, such independent certified public accounting firm shall at the same time provide its calculation of any Supplemental PILOT Rent due, if any, using the methodology described in Section 4.03(b)(ii)(D) hereof.

Provided however, that if the Project is not operated due to *force majeure* as defined in Section 9.01(c) hereof during any calendar year, then the days the Project shall have been closed due to *force majeure* shall not be taken into account in determining the average annual Full-Time Employees or Full-Time Payroll. Additionally, failure to meet the average annual Full-Time Jobs Employees or Full-Time Payroll in any year due to *force majeure* shall not affect the abatement of ad valorem taxes or the PILOT provided for herein for any subsequent year. Payments of Supplemental PILOT Rent, if any, each year, shall be paid in the same manner as PILOT Rent and shall be due and payable on March 1 of each year such payments are due as described above.

- (c) Annual Administrative Fee Rental Payment. In addition to other amounts due and payable hereunder, the Lessee shall, on December 31 of each year, commencing December 31, 2014, pay rental in the amount of \$80,000 ("Administrative Rent").
- (d) Supplemental Rental Payments. The Lessee shall make the following additional rental payments:
  - (i) Lessor Fees. The Lessee shall pay to the Lessor, upon demand, its reasonable out-of-pocket expenses, including attorneys' fees, incurred by the Lessor in relation to this Agreement, PILOT Rent negotiation and proposed and/or actual issuance of bonds, and preparation of financial statements called for in Section 7.06, if any.
  - (ii) Costs of Enforcement. In the event the Lessee defaults under any of the provisions of this Agreement and the Lessor employs attorneys or incurs other fees, charges and expenses for the collection of required payments or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee contained in this Agreement, the Lessee on demand therefore shall pay to the Lessor the reasonable fees and out of pocket expenses of such attorneys and such other reasonable fees and out of pocket charges and expenses so incurred by the Lessor. The Lessee also shall pay, and shall indemnify the Lessor from and against, all costs, expenses and charges, including, without limitation,

reasonable counsel fees and expenses, incurred for the collection of payments due or for the enforcement or performance or observance of any covenant or agreement of the Lessee under this Agreement.

SECTION 4.04. Late Rental Payments. In the event the Lessee should fail to make any of the payments required in Section 4.03, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid and the Lessee agrees to pay the same with interest thereon (to the extent permitted by law) until paid at the rate per annum equal to the maximum rate allowable for conventional interest under La. R.S. 9:3500(C), which as of the date of this Agreement is twelve percent (12%) per annum.

SECTION 4.05. Place of Rental Payments. The rent provided for in Section 4.03 hereof shall be paid directly to the Lessor..

SECTION 4.06. Obligations of Lessee Hereunder Unconditional. Except as otherwise provided herein, the obligations of the Lessee to make the payments required in Section 4.03 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise and until such time as the principal of and interest and any redemption premium on the Bonds, if any, shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture.

The Lessee (i) will not suspend or discontinue any payments provided for in Section 4.03 hereof, (ii) will perform and observe all of its other agreements contained in this Agreement and (iii) will not terminate the Lease except pursuant to the terms of Section 10.01.

Nothing contained in this Section shall be construed to release the Lessor from the performance of any of the agreements on its part herein contained; and in the event the Lessor should fail to perform any such agreement on its part, the Lessee may institute such action against the Lessor as the Lessee may deem necessary to compel performance or recover its damages for non-performance so long as such action shall not do violence to the agreements on the part of the Lessee contained in the first sentence of this Section; provided, however, that the Lessor shall not be liable for monetary damages absent its willful breach of this Agreement, willful misconduct, bad faith or fraud and in no event shall any recourse be had against the Lessor other than from the Lessor's interest in the Project. The Lessee may, however, at its own expense and in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action which the Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Lessor hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Lessor in any action or proceeding if the Lessee shall so request. The covenant to pay rental shall be and is hereby agreed to be independent of any other covenant in this Agreement.

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## **ARTICLE V**

### **MAINTENANCE, TAXES AND INSURANCE**

SECTION 5.01. Operation, Maintenance and Modification by Lessee. The Lessee agrees that during the Lease Term it will, at its own expense, maintain, operate and keep the Project in as reasonably safe condition as its operations shall permit. The Lessee may also at its own expense, make from time to time any additions, modifications or improvements to the Project it may deem desirable for its business purposes. Such additions, modifications and improvements shall become part of the Project unless and until Lessee notifies Lessor that Lessee elects not to have them included in the Project, provided further that any real or personal property, machinery, equipment, furniture or fixtures installed by the Lessee without expense to the Lessor may be removed by the Lessee at any time and from time to time while it is not in default under this Agreement; and provided further that any damage to the Project occasioned by such removal shall be repaired by the Lessee at its own expense.

Lessee will, with reasonable promptness, make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary repairs of every kind and nature which may be required to be made upon or in connection with the Project or any part thereof for so long as such agreement is in effect and, thereafter, to the extent necessary to keep and maintain the Project in good repair and appearance. Lessor shall not be required to maintain, repair, or rebuild the Project or any part thereof in any way, or to make any alterations, replacements or renewals of any nature or description to the Project or any part thereof, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, and Lessee hereby expressly waives any right to make repairs at the expense of Lessor, which right may be provided for in any statute or law in effect at the time of the execution and delivery hereof or of any other statute or law which may thereafter be enacted.

SECTION 5.02. Removal of Project. The Lessor shall not be under any obligation to renew, repair or replace any item of inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment, fixtures or furnishings comprising a part of the Project. In any instance where the Lessee in its sound discretion determines that any items of the Project have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such items of the Project and (on behalf of the Lessor) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Lessor or the Trustee, if any, therefor.

The removal of any portion of the Project pursuant to the provisions of this Section shall not entitle the Lessee to any abatement or diminution of the rents payable under Section 4.03 hereof.

SECTION 5.03. Taxes and Other Governmental Charges and Utility Charges. Subject to Section 5.07 hereof, the Lessee agrees to pay, as the same, respectively, become due, all taxes (other than ad valorem taxes) and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any structures or other property installed or brought by the Lessee therein or thereon, including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of

the Lessor from the Project which, if not paid, would become a lien or a charge on the revenues and receipts from the leasing of the Project, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

The Lessee may, at its expense and in its own name and behalf or in the name and behalf of the Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by non-payment of any such items the lien of this Agreement will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly or secured by posting a bond, in form satisfactory to the Lessor, with the Lessor. The Lessor will cooperate fully with the Lessee in any such contest. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee to the one making the advancement, which amounts, from the date thereof, together (to the extent permitted by law) with interest thereon until paid at a rate per annum equal to ten percent (10%), the Lessee agrees to pay.

**SECTION 5.04. Insurance Required.** (a) Throughout the Lease Term, the Project shall be considered an asset of the Lessee for the purpose of its insurance practices, and, as such, the Project and the Lessee's activities related thereto shall be insured by the Lessee against such risks and in such amounts as are consistent with the insurance practices of the Lessee, except as otherwise provided in paragraph (b).

(b) Lessee shall provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both the Lessor and the Lessee as parties insured as their interests may appear, protecting against claims for bodily injury, death and/or Project damage arising out of the use, ownership, occupancy, possession, operation and condition of the Project, and further containing a broad form contractual liability endorsement covering Lessee's obligations to indemnify Lessor as provided hereunder. The policy shall provide coverage of at least \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ in the aggregate.

The Lessee may purchase such insurance from any insurance company or broker that is acceptable to the Lessor, provided that such approval may not be unreasonably withheld. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least ten (10) days prior written notice to the Lessor of such intended cancellation or alteration. The Lessee agrees to provide the Lessor, on the date of execution and delivery of this Agreement and annually thereafter on or before December 31 of each year, with certificates of insurance with respect to all applicable policies of insurance then in effect. Lessee further agrees to promptly furnish Lessor, upon request, with copies of all renewal notices and with copies of receipts for paid premiums. Lessee shall provide Lessor, upon request, with certificates of insurance evidencing all renewal or replacement policies of

insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Lessee's insurance policies and renewals are held by another person, Lessee agrees to supply certificates of insurance evidencing same to Lessor within the time periods required above.

Each policy of insurance shall name the Lessor as an additional insured, as it's interests may appear.

[NOTE: Insurance provisions need to be negotiated taking into account JEDCO interests and Dyno's practices]

SECTION 5.05. Claims and Insurance Proceeds. The proceeds of any insurance carried pursuant to the provisions of Section 5.04(a) hereof shall be applied at the discretion of the Lessee,

SECTION 5.06. Additional Provisions Respecting Insurance. On the date of the execution and delivery of this Agreement, all such certificates of the insurers that such insurance is in force and effect shall be deposited with the Lessor; and prior to expiration of any such policy, the Lessee shall furnish the Lessor with evidence reasonably satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Agreement.

In lieu of separate policies, the Lessee may maintain blanket policies having the same coverage required herein in which event it shall deposit with the Lessor a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

SECTION 5.07. Environmental Matters. The Lessee shall keep and maintain the Project in compliance with, and shall not knowingly cause or permit the Project to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Project. Except in full compliance with Hazardous Materials Laws, the Lessee shall not use, generate, manufacture, store, or dispose of on, under or about the Project or transport to or from the Project any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to herein as "Hazardous Materials") The Lessee shall be fully responsible for and indemnify and hold harmless the Lessor for any contaminations existing prior to the execution and delivery of this Agreement and thereafter.

The Lessee shall be solely responsible for, and shall indemnify and hold harmless the Lessor from and against, any loss, damage, costs, expense, or liability, directly or indirectly, arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Material on, under or about the Project, including without limitation: (i) all foreseeable consequential damages; (ii) the cost of any required or necessary repair, clean-up or detoxification of the Project, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by the Lessor in connection with clauses (i) and (ii), including but not limited to reasonable

attorney's fees. The Lessee shall, at its expense, take all necessary remedial action(s) in response to the presence of any Hazardous Material on, under or about the Project.

The Lessee has at least thirty (30) days Prior to the execution of this Agreement delivered to the Lessor a Phase I site assessment, addressed to and acceptable to Lessor in all respects.

The said release and indemnification covenants of the Lessee shall (i) apply equally to the officers, employees and counsel of the Lessor and to its Board of Directors, and (ii) shall survive termination of this Agreement. In connection with the indemnification provided by this section, the Lessee waives:

(a) any defense based upon any legal disability or other defense of the Lessee, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Lessee from any cause other than full payment of all sums payable under this Agreement;

(b) any defense based on any lack of authority of the officers, directors, partners, managers, members or agents acting or purporting to act on behalf of the Lessee or any principal of the Lessee, or any defect in the formation of the Lessee or any principal of the Lessee;

(c) any defense based upon the application of the proceeds of the Bonds by Borrower for purposes other than the purposes represented by the Lessee to the Lessor;

(d) any and all rights and defenses arising out of an election of remedies by Lessor, even though that election of remedies has destroyed the Lessee's rights of subrogation or reimbursement against the principal;

(e) any defense based upon Lessee's failure to disclose to the Lessor any information concerning Lessee's financial condition or any other circumstances bearing on Lessee's ability to perform its obligations under this Agreement;

(f) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

(g) any defense based upon Trustee's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute;

(h) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code;

(i) any right of subrogation, any right to enforce any remedy which Lessor may have against Lessee and any right to participate in, or benefit from, any security for the Bonds now or hereafter held by or for the Lessor;

(j) presentment, demand, protest and notice of any kind; and



(k) the benefit of any statute of limitations affecting the liability of the Lessee hereunder or the enforcement hereof.

The Lessee agrees that payment or performance of any act which tolls any statute of limitations applicable to the Bonds shall similarly operate to toll the statute of limitations applicable to the Lessee's liability hereunder. In addition, the Lessee understands that the Lessee's duties, obligations and liabilities under this section are not limited in any way by any information which Trustee may have concerning the Project and the presence of any Hazardous Materials on the Project.

## **ARTICLE VI**

### **DAMAGE, DESTRUCTION AND CONDEMNATION**

SECTION 6.01. Damage and Destruction. The net proceeds of any casualty with respect to the Project shall be used as determined by the Lessee.

SECTION 6.02. Condemnation. In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make the rental payments specified in Section 4.03 hereof, provided that the amounts set forth therein shall be reduced proportionally based on the percentage of the Project so taken. The net proceeds of any condemnation with respect to the Project shall be applied in the same manner as net proceeds of insurance in accordance with Section 5.05 of this Agreement.

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## ARTICLE VII

### SPECIAL COVENANTS; FINANCIAL STATEMENTS

SECTION 7.01. No Warranty of Condition or Suitability by the Lessor. The Lessor makes no warranty, either expressed or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs or to the sublessee to rebuild.

SECTION 7.02. Inspection of the Project. The Lessee agrees that the Lessor or any of its duly authorized agents shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Project and to examine and inspect the Project. The Lessee further agrees that the Lessor and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary to enforce the rights of the Lessor contained in this Agreement and for the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations under Section 5.01 hereof.

SECTION 7.03. Lessee to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Lessee agrees that, during the Lease Term, it will maintain its limited liability company existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation, limited liability company or partnership or permit one or more other corporations, limited liability companies or partnerships to consolidate with or merge into it; provided that the Lessee may, without violating the agreement contained in this Section, consolidate with or merge into another corporation, limited liability company or partnership or permit one or more other corporations, limited liability companies or partnerships to consolidate with or merge into it, or sell or otherwise transfer to another corporation, limited liability company or partnership all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, limited liability company or partnership, as the case may be, (i) is a corporation, limited liability company, partnership or other entity organized and fully existing under the laws of one of the States of the United States of America; (ii) has a net worth immediately after such action of not less of that of the Lessee immediately prior to such action and (iii) irrevocably and unconditionally assumes by means of an instrument in writing all of the obligations of the Lessee herein.

SECTION 7.04. Qualification in the State. The Lessee warrants that it is, and throughout the Lease Term it will continue to remain, in good standing under the laws of the State.

SECTION 7.05. Indemnification by Lessee. The Lessee shall indemnify and save harmless the Lessor and its past, present and future officers, directors, employees and agents and any person who "controls" the Lessor within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended (each, an "Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses, including reasonable attorneys' fees ("Damages") in connection with the Project or the transactions contemplated by this Agreement, including the environmental indemnifications given in Section 5.07, and including without limitation:

(a) all amounts paid in settlement of any litigation in connection with the Project, this Agreement or the transactions to be consummated in connection therewith, commenced or threatened against any Indemnified Party if such settlement is effected with the consent of the Lessee,

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation in connection with the Project, this Agreement or the transactions to be consummated in connection therewith, of any nature whatsoever, commenced or threatened against the Lessee, the Project or any Indemnified Party,

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions, and

(d) the reasonable fees of attorneys, auditors, and consultants; provided that the Damages arise out of:

(i) failure by the Lessee or its agents to comply with the terms of the Lease Agreement and any agreements, covenants, obligations, or prohibitions set forth therein,

(ii) any action, suit, claim or demand contesting or affecting the title of the Project,

(iii) any breach of any representation or warranty by Lessee set forth in the Lease Agreement or any certificate delivered pursuant thereto,

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the acquisition, installation, ownership, operation, occupation or use of the Project, including without limitation any action to recover damages for injury to person or property, or

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Lessee, the Project or any Indemnified Party which might adversely affect the validity or enforceability of the Lease Agreement or the performance by the Lessee or any Indemnified Party of any of their respective obligations thereunder.

The foregoing notwithstanding, Damages shall specifically exclude matters arising from the willful misconduct, bad faith or fraud of any Indemnified Party.

If any action, suit or proceeding is brought against any Indemnified Party for Damages for which the Lessee is required to provide indemnification under this section, the Lessee, upon request, shall at its own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Lessee and approved by the Indemnified Party, which approval shall not be unreasonably withheld. The Lessee shall not be liable for any settlement of any such action, suit or proceeding made without its consent, but if settled with the consent of the Lessee or if there be a final judgment for the plaintiff in any such action, the Lessee shall indemnify and hold harmless the Indemnified Parties from and against

any Damages by reason of such settlement or judgment. The obligations of the Lessee under this Section 7.05 shall survive the Lease Term.

SECTION 7.06. Financial Statements and Reports; Tax Returns. Lessee will furnish, or cause to be furnished, to Lessor:

(a) Annual Financial Statements of Lessee. As soon as available, and within one hundred twenty (120) days after the end of each calendar year, a copy of the annual financial statements of Lessee, that shall include a balance sheet as of the end of such year and related statements of income and expenses, statement of changes in financial position, a statement of changes in capital accounts and a statement of allocation of distribution of profits and losses, all in reasonable detail, prepared in accordance with GAAP (or tax accounting reconciled to GAAP) and audited by a reputable accounting firm acceptable to the Lessor. Such statements shall be accompanied by the annual federal income tax return of Lessee, including all schedules, for the preceding taxable year as filed with the Internal Revenue Service unless an extension has been obtained for filing taxes and then within thirty (30) days after final filing.

(b) Lessee's Quarterly Financial Statements. Upon request of the Lessor, beginning with the first quarter after the effective date of this Agreement, as soon as available, and within forty-five (45) days after the end of each quarter, a copy of the quarterly financial statement of Lessee that shall include the balance sheet of Lessee as at the end of such quarter and related statements of income and expenses, statement of changes in financial position, a statement of changes in capital accounts and a statement of allocation of distribution of profits and losses of Lessee, all in reasonable detail, prepared in accordance with GAAP (or tax accounting reconciled to GAAP).

(c) Other Financial Information. Promptly upon the request of the Lessor, such other information regarding the business and affairs and financial condition of Lessee as the Lessor may reasonably request.

All balance sheets and other financial reports referred to above will be in such detail as the Lessor may reasonably request and as will permit the Lessor to determine any amounts payable pursuant to Section 4.03, and will conform to generally accepted accounting principles applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur.

In the event that the Lessee at any time fails to provide the foregoing statements and/or information or fails to provide same on a timely basis as set forth above, the Lessor may employ accountants, auditors, attorneys or other professionals to prepare same and the Lessee shall pay the reasonable fees and out-of-pocket expenses of such professionals and such other reasonable fees and out-of-pocket charges and expenses so incurred by the Lessor.

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**ARTICLE VIII**

**ASSIGNMENT; SUBLEASING; SELLING;  
MORTGAGING; REDEMPTION;**

SECTION 8.01. Assignment and Subleasing. This Agreement may be assigned, and the Project may be subleased as a whole or in part by the Lessee, and Lessee may mortgage its leasehold interest herein in each case without the necessity of obtaining the consent of the Lessor, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 7.03 hereof) or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 4.03 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it.

(b) The assignee or sublessee shall assume the obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

(c) The Lessee shall, within thirty days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment and sublease, as the case may be.

SECTION 8.02. Transfer of Lessor's Interest in Project. Subject to the provisions of Article IX and Article X hereof, the Lessor agrees that it will not sell, assign, convey, encumber or otherwise dispose of any part of the Project or any interest therein during the Lease Term. If the laws of the State at the time shall permit such sale, assignment, transfer or conveyance to be taken, nothing contained in this Section shall prevent the consolidation of the Lessor with, or merger of the Lessor into, or transfer of title to the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, that upon any such consolidation, merger or transfer, the Project shall remain exempt from ad valorem taxes and due and punctual payment of all amounts due and payable hereunder and the due and punctual performance and observance of all the contracts and conditions of this Agreement to be kept and performed by the Lessor, shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

SECTION 8.03. Prepayment of Rental Payments. To the extent payments can be calculated in advance, there is expressly reserved to the Lessee the right, and the Lessee may choose at any time and in its sole discretion, to prepay all or any part of the Rental Payments payable under Section 4.03 hereof, provided that the Lessee shall be entitled to a rebate of such advance rental payments for any period after this Agreement is validly terminated in accordance with the terms hereof.

SECTION 8.04. Installation of Lessee's Own Machinery and Facilities; Lessor's Lien Thereon. The Lessee may, from time to time in its sole discretion and at its own expense, install

additional machinery and equipment at the site of the Project. All machinery and equipment so installed by the Lessee shall constitute part of the Project and may be modified or removed by the Lessee at any time. Nothing contained in the preceding provisions of this Section 8.04 shall prevent the Lessee from purchasing such machinery and equipment on conditional sale contract or lease sale contract or subject to vendor's lien or purchase money mortgage, as security for the unpaid portion of the purchase price thereof, and each such conditional sale contract, lease sale contract, vendor's line or purchase money mortgage made by the Lessee with respect to machinery and equipment purchased by it under the provisions of this Section 8.04 shall be prior and superior to any Lessor's lien. The Lessee agrees to pay, unless in good faith contested by it, as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any machinery and equipment installed by it pursuant to this Section.

SECTION 8.05. Leasehold Mortgages. Lessee shall have the right to grant leasehold mortgages and/or collateral assignments of this Agreement (collectively, "Leasehold Mortgage") in favor of leasehold lenders of Lessee ("Leasehold Lender"), and in such event, the following provisions shall apply:

(a) Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or collateral assignment of lease on Lessee's interest (or any successor's interest to Lessee's interest), who succeeds to such interest by foreclosure, deed-in-lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Lessee under this Agreement, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted herein.

(b) Lessor shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Lessor) a copy of any default notice given by Lessor to Lessee under the Lease. No default notice from Lessor to Lessee shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

(c) If Lessee defaults on any monetary obligations under this Agreement, Lessor will accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of written notice of such default. For non-monetary defaults, Lessor will not terminate this Agreement for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Project, then Lessor agrees to give the Leasehold Lender a reasonable time to obtain possession of the Project and to cure such default.

(d) This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein, and this Agreement will not be surrendered, terminated or cancelled, without the prior written consent of Leasehold Lender.

(e) If this Agreement is terminated for any reason, or otherwise rejected in bankruptcy, Lessor will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement, if the Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

(f) Lessor hereby agrees that all right, title and interest of the Lessor in and to any collateral encumbered by the Leasehold Mortgage is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage, which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage.

(g) Lessor hereby consents to present or future Leasehold Mortgages encumbering the leasehold title of Lessee and all movable property of Lessee located on the Project. The Lessor further acknowledges and agrees that Leasehold Lender's encumbrance of such property shall not constitute a default under this Agreement, and Leasehold Lender has the right of access to the Project and can remove the personal property from the Project, as provided in the Leasehold Mortgage.

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## **ARTICLE IX**

### **EVENTS OF DEFAULT AND REMEDIES**

SECTION 9.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay or cause to be paid the rent required to be paid under Section 4.03 hereof at the times specified therein, and Lessee further fails to make such payments within ten (10) days of receipt of written notice from Lessor requesting such payments.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, is given to the Lessee by the Lessor or the Trustee, if any; provided that if any such failure shall be such that it cannot be corrected within such sixty (60) day period, it shall not constitute an event of default if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The dissolution or liquidation of the Lessee or the filing of the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to institute judicial proceedings to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Project, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by the court of competent jurisdiction of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Lessee," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in Section 7.03 hereof.

The foregoing provisions of this Section are subject to the following limitations: If by reason of force majeure the Lessee is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Article V and Sections 4.03, 5.03, 5.04, 7.03 and 7.05 hereof, the Lessee shall not be deemed in default during the continuance of such liability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State, Orleans Parish or the Parish of Jefferson or any of their respective departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to use commercially



reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

SECTION 9.02. Remedies on Default. Whenever any event of default referred to in Section 9.01 hereof shall have happened and be subsisting, the Lessor or the Trustee, if any, where so provided, may take any one or more of the following remedial steps:

(a) The Lessor may attempt to collect amounts due under this Agreement or to enforce the performance and observance of any other obligation or covenants of the Lessee under this Agreement by mandamus or the appointment of a receiver in equity with power to charge and collect amounts due hereunder and to apply such amounts in the manner required by this Agreement.

(b) The Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.

SECTION 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 9.04. Agreement to Pay Attorney's Fees and Expenses.

(a) The Lessee agrees to reimburse the Lessor for reasonable expenses incurred including the employment of attorneys in fulfilling the obligations of the Lessor pursuant hereto.

(b) In the event the Lessee shall default under any of the provisions of this Agreement and the Lessor shall employ attorneys or incur other expenses for the collection of the rents or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the Lessor the reasonable fee of such attorneys and such other expenses so incurred by the Lessor.

(c) This Section shall not require the Lessor to undertake any legal proceeding with respect to this Agreement; provided, however, the Lessor does agree that the Lessee may institute legal proceedings in the name of the Lessor to protect its rights under this Agreement.

SECTION 9.05. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived

by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 9.06. No Termination Without Purchase Option. Notwithstanding any of the foregoing to the contrary, in no event shall Lessor terminate this Agreement without first providing Lessee with written notice of its intent to terminate this Agreement, and then providing Lessee sixty (60) days thereafter in which to exercise its purchase option described in Article X hereof (and pay all amounts due in connection therewith).

SECTION 9.07. Waiver of Jury Trial. The Lessor and the Lessee hereby expressly waive any right to trial by jury of any claim, demand, action or cause of action (a) arising under this Agreement, including, without limitation, any present or future modification hereof or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Agreement (as now or hereafter modified) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto and trustee to the waiver of their right to trial by jury.

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**ARTICLE X**

**OPTIONS IN FAVOR OF LESSEE**

SECTION 10.01. Options to Terminate. The Lessee shall have, and is hereby granted, the option to purchase the Project from the Lessor upon payment in full of any amounts due under this Agreement at the time Lessee exercises its purchase option and, in the event of the issuance of Bonds, if any, the payment in full of the Bonds, if any, (or provision for payment thereof having been made in accordance with the provisions of the Indenture).

To exercise such option, the Lessee shall give written notice to the Lessor and shall specify therein the date of closing such purchase, which date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is mailed. The purchase price payable by the Lessee shall be the sum of \$2,000, plus payment of all amounts under this Agreement owed to the Lessor, plus reasonable costs of the Lessor in connection therewith.

In the event of the exercise of the option granted in this Section and the parties' compliance with the provisions of this Section 10.01, the Lease Term shall be terminated.

Lessee may exercise its purchase option at any time, regardless of whether a default shall then be continuing hereunder; provided, that in the event of a monetary default, in addition to the \$2,000 purchase price, Lessee shall pay Lessor all amounts past due to Lessor hereunder. Lessor and Lessee acknowledge and agree that Leasehold Lender may exercise Lessee's purchase option on Lessee's behalf, provided that all the requirements of this Article X are met.

Additionally, the Lessee hereby agrees to exercise its option to terminate and acquire the Project as soon as practical after the savings described in Section 4.02(b)(ii)(B) have been reached.

SECTION 10.02. Conveyance of the Project to the Lessee. The Lessor shall, upon the payment of all sums due to the Lessor under this Agreement, at the expiration or sooner termination of the Lease Term, convey the Project to the Lessee. At the expense of the Lessee, the Lessor shall execute all documentation necessary to effectuate such conveyance without warranty of any nature whatsoever.

SECTION 10.03. Conveyance at Closing. At the closing of any purchase pursuant to any option to purchase or pursuant to Section 10.02, the Lessor will, upon receipt of the purchase price, deliver to the Lessee documents conveying to the Lessee title to the Project, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; and (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement.

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ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Surrender of Project. Except as otherwise expressly provided in this Agreement, including, particularly, Article X hereof, at the expiration or sooner termination of the Lease Term, the Lessee agrees to surrender possession of the Project peaceably and promptly to the Lessor in as good condition as at the commencement of the Lease Term, loss by fire or other casualty covered by insurance, condemnation and ordinary wear, tear and obsolescence only excepted.

SECTION 11.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the third business day following the day on which the same have been mailed by registered mail, postage prepaid, addressed as follows:

If to the Lessor:       Jefferson Parish Economic Development and Port District  
700 Churchill Parkway  
Avondale, LA 70094  
Attention: \_\_\_\_\_

With a copy to:       Adams and Reese LLP  
701 Poydras St., Suite 4500  
New Orleans, LA 70139  
Attention:     O. Ray Cornelius

If to the Lessee:       Dyno Nobel Louisiana Ammonia, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:     \_\_\_\_\_

With a copy to:       Adams and Reese LLP  
701 Poydras St., Suite 4500  
New Orleans, LA 70139  
Attention:     O. Ray Cornelius

And with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:     \_\_\_\_\_

The Lessor or the Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 11.03. Law Governing Construction of Agreement. This Agreement is prepared and entered into with the intention that the laws of the State shall govern its construction.

SECTION 11.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Sections 7.03, 8.01 and 8.02 hereof.

SECTION 11.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.06. Agreement Represent Complete Agreement. This Agreement represents the entire contract between the parties hereto. This Agreement may not be modified or amended without the written consent of the Lessor and the Lessee.

SECTION 11.07. Net Lease. This Agreement shall be deemed and construed to be a "net lease," and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminution or set-off other than those herein expressly provided.

SECTION 11.08. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.09. Merger of Fee Title with Interest under Lease Agreement. To the maximum extent allowed by applicable law, no merger of the fee title under any leasehold mortgage and the leasehold interests under this Agreement shall result in the termination of this Agreement or such leasehold mortgage.

SECTION 11.10. Memorandum of Lease. Lessor and Lessee will, at the request of the other, promptly execute a memorandum of lease, which memorandum either party may record in the real property records applicable to the Project.

**[SIGNATURES ON FOLLOWING PAGE]**

THUS DONE AND PASSED, in my office in \_\_\_\_\_, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2014, in the presence of the undersigned, both competent witnesses, who herewith sign their names with the said appearers and me, Notary, after due reading of the whole.

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT

ATTEST:

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
La. Bar or Notary ID Number: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THUS DONE AND PASSED, in my office in \_\_\_\_\_, \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, in the presence of the undersigned, both competent witnesses, who herewith sign their names with the said appearers and me, Notary, after due reading of the whole.

DYNO NOBEL LOUISIANA AMMONIA,  
LLC

By: \_\_\_\_\_  
Name:  
Title:

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
La. Bar or Notary ID Number: \_\_\_\_\_

*DRAFT OF March 10, 2014 - FOR DISCUSSION PURPOSES ONLY*

**EXHIBIT A**  
**To Lease and Agreement to Issue Bonds**

**PROJECT DESCRIPTION - LEASEHOLD IMPROVEMENTS**



**EXHIBIT A**  
To Lease and Agreement to Issue Bonds

**LEGAL DESCRIPTION OF PROJECT SITE**

(See following page)

**EXHIBIT B**  
**To Lease and Agreement to Issue Bonds**

**TRANSACTION COSTS**

Jefferson Parish Economic Development and Port District	
Closing Fee .....	\$ _____
Adams and Reese LLP	
Legal Fees .....	\$ _____
Out-of-Pocket Expenses .....	\$ _____

## MEMORANDUM

Date: March 20, 2014

To: JEDCO Executive Committee

From: Scott Rojas, Director of Facilities and Information Technologies  
via Jeff Bologna, Executive Director

Subject: Approval of Unbudgeted Expense for Equipment to Operate the JEDCO Conference Center Kitchen

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**Purpose:**

The purpose of this memorandum is to request that the JEDCO Executive Committee approve a budget addition to the 2014 Conference Center Expenses (Schedule I). JEDCO is requesting to spend an amount not to exceed \$40,000.00 for the purchase of kitchen equipment to operate the JEDCO Conference Center. This amount will be reimbursed to JEDCO as agreed upon in the amended property lease agreement between the Jefferson Parish Public School System and JEDCO. This expenditure approval is required when JEDCO has an unbudgeted revenue and/or expense that exceed \$5,000.00. At a later date, the Executive Committee will be asked to approve a budget amendment that will reflect the new Conference Center expenses and an offsetting reimbursement.

**Background:**

On June 12<sup>th</sup>, JEDCO will be opening a state-of-the-art 8,000 square foot conference center targeting executive meetings and small business conferences. The flexible space consists of a large general session meeting room and three conference rooms that can be configured in a variety of ways to meet the needs of any group. Under a lease agreement with the Jefferson Parish Public School System, the JPPSS is providing all startup furniture, fixtures and equipment in an amount not to exceed \$350,000.00. To date, JEDCO has received approximately \$310,000.00 of furniture, fixtures and equipment under this lease agreement, all of which has been purchased via the JPPSS Purchasing Department. It has been requested that JEDCO purchase the final kitchen equipment and related items off of Louisiana State Contract and seek reimbursement from the JPPSS to expedite the purchasing, assuring that the equipment is received prior to the JEDCO Conference Center Grand Opening.

**Request:**

It is requested that the JEDCO Executive Committee approve an unbudgeted expense and related revenue not to exceed \$40,000.00 for the purchase of kitchen equipment and related items to operate the JEDCO Conference Center.



# Customer Quotation

**To:**

JEDCO  
 700 CHURCH HILL PKWY  
 AVONDALE LA 70094-2970

**Information**

Date 03/14/2014  
 Customer Account Number 885902430  
 Grainger Quote Number 35168513  
 Customer Job Number  
 Grainger Representative Unassigned  
 Phone Number  
 Fax Number  
 Email  
 Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	\$ Each	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
24X518	Portable Induction Range,1800W/110V SPRING USA SM-181C Country of Origin: China	1692	767.00	2	613.60	1,227.20	03/06/2014	04/05/2014
6T392	Microwave,Commercial,Digital Timer SHARP R21LCF Country of Origin: Thailand	1712	508.00	1	446.15	446.15	03/06/2014	04/05/2014
2ZB54	Utility Cart,300 lb. Load Cap. RUBBERMAID FG9T6700BLA Country of Origin: USA	1559	252.50	1	203.00	203.00	03/06/2014	04/05/2014
3KWZ7	Work Table,Rolled Edge Top,48x30x1 5/8In ADVANCE TABCO SS - 304-GR Country of Origin: USA	0000	1,223.00	2	985.70	1,971.40	03/06/2014	04/05/2014
3KXA2	Work Table,Rolled Edge Top,72x30x1 5/8In ADVANCE TABCO SS - 306-GR Country of Origin: USA	0000	1,524.00	1	1,209.29	1,209.29	03/06/2014	04/05/2014
3KWZ9	Work Table,Rolled Edge Top,60x30x1 5/8In ADVANCE TABCO SS - 305-GR Country of Origin: USA	0000	1,241.00	1	984.73	984.73	03/06/2014	04/05/2014

**\*Price quoted is either your earned price or contract price. This price may be subject to change without notice.**  
 All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

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# Customer Quotation

Information	
Date	03/14/2014
Customer Account Number	885902430
Grainger Quote Number	35168513



Item	Description Manufacturer Name & Model	Cat. Pg. #	\$ Each	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date	
11N686	Table Skirting,21-1/2 Ft.,Shirred,White PHOENIX TSKT-21-WH Country of Origin: USA	1695	151.50	10	129.10	1,291.00	03/06/2014	04/05/2014	
5EML9	Insulated Hot Cabinet, Aluminum CRES COR H-137-UA-12D Country of Origin: USA	1713	6,429.00	1	4,995.00	4,995.00	03/06/2014	04/05/2014	
6PPJ3	Refrigerator,2 Solid Door,49 Cu. Ft. TRUE T-49 Country of Origin: USA	4194	6,054.00	1	4,997.80	4,997.80	03/14/2014	04/05/2014	
6PPJ2	Freezer,Single Solid Door,23 Cu. Ft. TRUE T-23F Country of Origin: USA	4194	5,686.00	1	4833.10*	4,833.10	---	---	
11U481	Convection Oven,3 Shelves,Half Size CADCO OV-013 Country of Origin: Italy	1712	1,652.00	1	1,321.60	1,321.60	03/06/2014	04/05/2014	
					<b>Total \$</b>	<b>23,480.27</b>			

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## MEMORANDUM

DATE: March 27, 2014

TO: JEDCO Board of Commissioners

FROM:  Jerry Bologna, Executive Director  
via  
 Lacey Bordelon, Director of Economic Development Services

SUBJECT: CEA with the City of Gretna

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### Background:

On March 1, 2011, under former Mayor Ronnie Harris' administration, JEDCO and the City of Gretna entered into a Cooperative Endeavor Agreement (CEA) whereby Gretna appropriated \$25,000 to JEDCO in exchange for an enhanced level of service to the city. That CEA expired on February 28, 2012 but was soon after renewed by the city for a second year expiring on February 28, 2013. Since the term of the second CEA generally coincided with the Mayor's term of office and the Mayor did not seek re-election for another term, the CEA was not renewed in 2013.

The City of Gretna elected a new mayor in 2013, Mayor Belinda Constant, whose term began July 1, 2013. Mayor Constant expressed interest in executing an agreement with JEDCO for enhanced economic development services. Subsequently, JEDCO and the Mayor have held meetings to discuss the agreement and its objectives. The Mayor desires the CEA to commence in conjunction with the city's fiscal year, which begins May 1, 2014.

### Discussion:

While JEDCO and the city have partnered through a CEA in the past, this will be the first CEA under Mayor Constant. In April 2014, the Gretna City Council will consider the Mayor's request to allocate \$25,000 from the Mayor's fund to execute this agreement. The scope of services which, among other things, calls for increased business retention, updating and maintaining the City of Gretna Economic Profile, and assisting the city in formulating Tax Increment Financing and/or PILOT proposals where appropriate. Unlike the Kenner CEA, the agreement with Gretna does not create a dedicated staff position to serve the city exclusively. Rather, tasks required by the CEA will be performed by existing staff members.

### Recommendation:

We are requesting that the JEDCO Board of Commissioners adopt the attached resolution authorizing JEDCO's Executive Director to execute the CEA between JEDCO and the City of Gretna. Attached, you will find the proposed board resolution along with the proposed CEA and scope of services for your review and reference.

Attachments (2)

**RESOLUTION**

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the following resolution was offered:

**JEDCO RESOLUTION REGARDING THE APPROVAL OF A COOPERATIVE ENDEAVOR AGREEMENT (CEA) WITH THE CITY OF GRETNA**

A resolution authorizing a cooperative endeavor agreement between JEDCO and the City of Gretna by which JEDCO provides economic development services to the City of Gretna.

**WHEREAS**, the City of Gretna has requested assistance of JEDCO in providing enhanced economic development services for the City of Gretna; and

**WHEREAS**, JEDCO has customized a scope of services for the City of Gretna that is intended to create and retain jobs within the city and attract private investment to the city; and

**WHEREAS**, the commencement of the CEA is contingent upon the City of Gretna Council approving an annual budget of \$25,000 to fund the delivery of economic development services for the City of Gretna, which will be considered by the Council at the request of the Mayor in April 2014; and

**WHEREAS**, both JEDCO and the City consider this appropriation of funds by the City of Gretna as an investment in JEDCO for which the City will receive specific economic development services; and

**WHEREAS**, JEDCO has a strong interest in seeing the City of Gretna grow and prosper, and in doing so seeing Jefferson Parish grow concurrently; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

Jerry Bologna, Executive Director of JEDCO, is authorized to sign the Cooperative Endeavor Agreement between JEDCO and the City of Gretna substantially in the form attached hereto as "EXHIBIT 1" and any and all documents required to carry out the provisions of this resolution.

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

**YEAS:**                                **NAYS:**                                **ABSENT:**

The resolution was declared to be adopted on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

Attested by:

\_\_\_\_\_  
Bruce Layburn, Secretary  
JEDCO

**Scope of Services  
for the Cooperative Endeavor Agreement Between  
Jefferson Parish Economic Development Commission (JEDCO) and the City of Gretna**

In addition to providing JEDCO's standard services to the businesses within the City of Gretna, JEDCO will also perform the following economic development services, which are intended to create and retain jobs and attract private investment in the city:

1. CONTRACTOR will provide outreach to a minimum of 40 Gretna companies, in industries determined by CONTRACTOR, with a goal of holding retention meetings with 25% (10 meetings).
2. CONTRACTOR will update and maintain City of Gretna Economic Profile and make the document available via a link on JEDCO's website and on Gretna's website.
3. A minimum of one property located within the City of Gretna will be featured, at all times, on the JEDCO website for viewing by site selectors and businesses. Property listings will be reviewed quarterly for accuracy.
4. When necessary, CONTRACTOR will develop press releases and social media relative to economic development activities within the City of Gretna. Frequency and content will be determined by CONTRACTOR with input from Mayor's Office.
5. JEDCO will consult with the Mayor, City Attorney and/or City Council on any major project that requires economic incentives or JEDCO's involvement through a bond issue, Cooperative Endeavor Agreement, lease agreement or which requires a non-traditional structure, including the use of Tax Increment Financing Districts. JEDCO will assign its senior staff to assist with this-type of project.
6. On a quarterly basis, CONTRACTOR will deliver a report electronically to the Mayor highlighting economic development activities carried out by CONTRACTOR in Gretna.



**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF GRETNA  
AND  
THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION**

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**PARISH OF JEFFERSON  
STATE OF LOUISIANA**

This Agreement, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Gretna, State of Louisiana, acting herein by and through its mayor, hereinafter called the CITY, represented by Belinda Constant, Mayor, and the Jefferson Parish Economic Development Commission (JEDCO), hereinafter called CONTRACTOR, represented by Jerry Bologna, Executive Director, as duly authorized to act pursuant to the provisions of a resolution adopted by its Executive Committee of the Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and attached as Exhibit A, and together as "PARTIES."

**SECTION I - SERVICES**

The CITY hereby contracts with the CONTRACTOR to deliver certain economic development services needed for the CITY specific to business retention, expansion and attraction activities outlined in the scope of services (Exhibit B).

**SECTION II - PAYMENT**

As consideration for the services to be rendered by the CONTRACTOR, CITY shall pay as an annual investment to CONTRACTOR an amount for incurred and estimated expenses of not less than \$25,000 in the first year. Any and all expenditures in excess of said amount, in total or for any item listed thereon, shall be subject to reimbursement by CITY within thirty days upon written request by the CONTRACTOR, but only if the written approval of the CITY'S mayor was acquired prior to accruing such expenses. CONTRACTOR shall utilize existing JEDCO purchasing procedures that conform to State requirements for any expenditure, direct or indirect, that is required as part of this agreement. Any property and equipment purchased with funds provided under this contract shall be and remain the property of JEDCO.

The CITY will pay the CONTRACTOR prior to any work beginning and within 30 days of executing this agreement.

**SECTION III – DURATION**

The term of this Agreement is twelve (12) months beginning May 1, 2014 and ending on April 30, 2015. Understanding that economic development is not a static, one-time event, but rather a series of events and programs of service that must be implemented and amended over time, the CITY and CONTRACTOR agree that the term of this agreement shall be renewed on an annual basis thereafter with the consent of the governing bodies of both PARTIES.

#### **SECTION IV – INDEPENDENT CONTRACTOR**

While in performance of services or carrying out other obligations under this agreement, the CONTRACTOR shall be acting in the capacity of independent contractor and not as employees of the CITY. The CONTRACTOR shall not be obliged to any person, firm or corporation for any obligations of the CITY arising from the performance of their services under this agreement. The CONTRACTOR shall be authorized to represent the CITY with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by provisions hereof.

#### **SECTION V – INDEMNIFICATION**

Each party agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for the other party, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from any act or omission by itself, its employees, agents and/or representatives arising out of this agreement.

CONTRACTOR shall indemnify and hold harmless CITY against any and all claims, suits, judgments or sums of money owed to any party for loss of life, injury or damages to persons or property growing out of, resulting from or by reason of any negligent act by the services or obligations required or performed by the CONTRACTOR hereunder.

CONTRACTOR agrees to indemnify and hold CITY harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from CITY'S treatment of CONTRACTOR as an independent contractor. CONTRACTOR further agrees to reimburse CITY for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

#### **SECTION VI – TERMINATION**

This Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the PARTIES hereto.
2. By the CITY as a consequence of the failure of the CONTRACTOR to comply with the terms, progress or quality of services in a professional and satisfactory manner, proper allowance being made for circumstances beyond the control of the CONTRACTOR.
3. By the CONTRACTOR as a consequence of the failure of the CITY to comply with the terms, progress or quality of services in a professional and satisfactory manner, proper allowance being made for circumstances beyond the control of the CITY.
4. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.
5. By the CITY at its convenience upon thirty (30) days written notice to the CONTRACTOR.
6. By the CONTRACTOR at its convenience upon thirty (30) days written notice to the CITY.

#### **SECTION VII – FUND AVAILABILITY**

This contract will be contingent upon the annual funding received by the CONTRACTOR from CITY as agreed upon. All positions, obligations or purchases agreed to by the CONTRACTOR related to

services provided to the CITY pursuant to this contract will be terminated immediately should funding cease.

**SECTION VIII – NOTICE**

All notices, invoices and/or correspondence related to the contract, including but not limited to requests for modifications, should be submitted to:

CITY: Mayor Belinda C. Constant  
City of Gretna  
P.O. Box 404  
Gretna, LA 70054-0404

CONTRACTOR: Jerry Bologna, Executive Director  
JEDCO  
700 Churchill Parkway  
Avondale, LA 70094

**SECTION IX – ASSIGNMENT**

Neither the CITY nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this Agreement, including any monies due or to become due to the CONTRACTOR under the agreement, without the prior written consent of the other unless right to notice of assignment has been otherwise waived. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this Agreement.

**SECTION X – LEGAL COMPLIANCE**

The CITY and the CONTRACTOR shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

**SECTION XI – AMENDMENT**

This Agreement may be amended only by written instrument signed by both the CITY, through its Mayor, and the CONTRACTOR, by its authorized representative.

**SECTION XII – FISCAL RESPONSIBILITIES**

The CONTRACTOR shall establish and maintain an auditable system, in accordance with recognized accounting practices, with the Act and Regulations, and with State requirements on fiscal and program reports.

**SECTION XIII – JURISDICTION**

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The CONTRACTOR hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

**SECTION XIV – SEVERABILITY**

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

**SECTION XV – ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY, through its Mayor, and CONTRACTOR, by its authorized representative.

This Agreement is executed in four (4) originals, on the day, month, and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF GRETNA

By: \_\_\_\_\_  
Belinda C. Constant, Mayor  
City of Gretna

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Jerry Bologna, Executive Director  
Jefferson Parish Economic Development  
Commission

Date: \_\_\_\_\_



## JEDCO'S INVESTMENT REPORT

3/19/2014

<u>ACTIVE DATE</u>	<u>INSTITUTIONS</u>	<u>OPENING BALANCE</u>	<u>CURRENT BALANCE</u>	<u>INTEREST</u>	<u>TERMS</u>	<u>MATURITY DATE</u>	<u>CURRENT STATUS</u>
12/04/03	JEDCO LAMP	\$350,000	\$1,419,538		0.02% DAILY		OPEN
	TOTAL	<u>\$350,000</u>	<u>\$1,419,538</u>				

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FRBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>PROGRAMS REVENUES:</b>					
Occupational Licenses	\$0	\$135,569	\$0	\$271,138	1,626,826
Business Innovation Ctr. (Sch. A)	750	2,917	1,500	5,833	35,000
Financing Activities (Sch. B)	10,545	19,429	19,872	38,858	233,148
Economic Develop. Fees (Sch. C)	3,485	558	3,575	1,117	6,700
Marketing-P/R (Sch. D)	0	1,333	0	2,667	16,000
Interest, Misc.	10,031	167	10,059	333	2,000
Kenner Program (Sch.F)	0	6,250	0	12,500	75,000
Tech Park Revenues	0	458	0	917	5,500
CDBG Incubator Grant	0	0	0	0	0
FORJ (Ground Lease Payment)	0	1,000	1,000	2,000	12,000
Conference Center (Sch. I)	0	6,344	0	12,688	76,125
IGA Revenues	0	25,000	0	50,000	300,000
<b>Total Revenues</b>	<b>\$24,811</b>	<b>\$199,025</b>	<b>\$36,006</b>	<b>\$398,050</b>	<b>\$2,388,299</b>
<b>PROGRAMS EXPENDITURES:</b>					
Business Innovation Ctr. (Sch. A)	6,966	7,900	15,699	15,800	94,800
Financing (Sch. B)	17,927	19,458	35,938	38,917	233,500
Econ. Dev. Svcs. (Sch. C)	16,292	22,760	36,339	45,521	273,125
Marketing-P/R (Sch. D)	4,950	13,233	11,811	26,467	158,800
Admin. Exp. (Sch. E)	70,554	68,875	128,352	137,750	826,500
Kenner Program (Sch. F)	5,550	6,944	12,917	13,888	83,325
JEDCO Bldg. Expenses (Sch. G)	18,939	50,263	42,380	100,526	603,153
Tech. Park Expenses (Sch. H)	3	13,117	12,336	26,233	157,400
CDBG Incubator Grant	0	0	0	0	0
Conference Center (Sch. I)	3,977	8,421	11,192	16,842	101,050
<b>Total Expenditures</b>	<b>\$145,158</b>	<b>\$210,971</b>	<b>\$306,964</b>	<b>\$421,942</b>	<b>\$2,531,653</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfer to other funds	0	(833)	0	(1,667)	(10,000)
Transfer from other funds	0	6,250	0	12,500	75,000
<b>Total other financing sources (uses)</b>	<b>0</b>	<b>5,417</b>	<b>0</b>	<b>10,833</b>	<b>65,000</b>
<b>OPERATING SURPLUS/DEFICIT</b>	<b>(\$120,347)</b>	<b>(\$6,529)</b>	<b>(\$270,958)</b>	<b>(\$13,059)</b>	<b>(\$78,354)</b>
Building Fund Account Shortage	0	0	0	0	0
FORJ Account Overage	0	2,224	0	4,449	26,691
<b>NET OPERATING SURPLUS</b>	<b>(\$120,347)</b>	<b>(\$4,305)</b>	<b>(\$270,958)</b>	<b>(\$8,610)</b>	<b>(\$51,663)</b>
AUDITED FUND BAL @12/31/12					\$1,595,088
PROJ. FUND BAL @12/31/13					\$1,541,545
PROJ. FUND BAL @12/31/14					\$1,489,882

## JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FEBRUARY 2014

## BUSINESS INNOVATION CENTER

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Incubator Tenants	\$750	\$833	\$1,500	\$1,667	\$10,000
LBIA Grant	0	2,083	0	4,167	25,000
IGA Revenues	0	7,179	0	14,358	86,150
<b>Total Revenues</b>	<b>\$750</b>	<b>\$10,096</b>	<b>\$1,500</b>	<b>\$20,192</b>	<b>\$121,150</b>
<b>PROGRAM EXPENDITURES:</b>					
Staff Salaries	\$4,833	\$4,833	\$9,666	\$9,667	\$58,000
Health Benefits & Taxes	1,359	1,750	4,343	3,500	21,000
SEP/IRA-Retirement	590	596	1,180	1,192	7,150
Communications	0	42	0	83	500
Equipment Rental/Maintenance	68	83	191	167	1,000
PR/Advertising	0	417	0	833	5,000
Office Supplies	64	8	64	17	100
Dues & Subscriptions	52	58	104	117	700
Postage	0	0	138	0	0
Travel / Mileage	0	50	13	100	600
Staff Development	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Special Projects	0	63	0	125	750
<b>Sub-Total</b>	<b>6,966</b>	<b>7,900</b>	<b>15,699</b>	<b>15,800</b>	<b>94,800</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfer to other funds (Bldg. Fund)	0	(833)	0	(1,667)	(10,000)
<b>Total other financing sources (uses)</b>	<b>0</b>	<b>(833)</b>	<b>0</b>	<b>(1,667)</b>	<b>(10,000)</b>
<b>NET PROGRAM DEFICIT</b>	<b>(\$6,216)</b>	<b>\$1,363</b>	<b>(\$14,199)</b>	<b>\$2,725</b>	<b>\$16,350</b>

(A) Intergovernmental Agreement (IGA) Revenues=\$86,150

(B) Intergovernmental Agreement (IGA) Expenses=\$86,150



## JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FEBRUARY 2014

## FINANCING

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Financing Income	\$3,781	\$12,762	\$7,205	\$25,525	\$153,148
BRGL & LRCF Fees	6,764	6,667	12,667	13,333	80,000
EDA Reimbursement-Cotton	0	0	0	0	0
<b>Total Revenues</b>	<b>\$10,545</b>	<b>\$19,429</b>	<b>\$19,872</b>	<b>\$38,858</b>	<b>\$233,148</b>
<b>EXPENDITURES:</b>					
Staff Salaries	\$13,434	\$13,708	\$26,782	\$27,417	\$164,500
Health Benefits & Taxes	907	1,375	2,789	2,750	16,500
SEP/IRA-Retirement	1,633	1,767	3,261	3,533	21,200
Communications	391	417	832	833	5,000
Program Costs	0	83	0	167	1,000
Equipment Rental/Maintenance	109	208	218	417	2,500
PR / Advertising	0	25	0	50	300
Office Supplies	60	208	116	417	2,500
Postage & Copying	48	208	188	417	2,500
Travel / Mileage	71	125	90	250	1,500
Staff Development	498	333	498	667	4,000
Dues & Subscriptions	776	583	1,164	1,167	7,000
Attorney Fees	0	417	0	833	5,000
EDA Property Expenses	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$17,927</b>	<b>\$19,458</b>	<b>\$35,938</b>	<b>\$38,917</b>	<b>\$233,500</b>
<b>NET PROG.SURPLUS/ DEFICIT</b>	<b>(\$7,382)</b>	<b>(\$29)</b>	<b>(\$16,066)</b>	<b>(\$59)</b>	<b>(\$352)</b>

## JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FEBRUARY 2014

## ECONOMIC DEVELOPMENT SERVICES

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Incentive Fees	\$485	\$183	\$575	\$367	\$2,200
Gretna Revenues	0	0	0	0	0
Pilot Administration Fees	3,000	375	3,000	750	4,500
IGA Revenues	0	5,160	0	10,320	61,917
<b>Total Revenues</b>	<b>\$3,485</b>	<b>\$5,718</b>	<b>\$3,575</b>	<b>\$11,436</b>	<b>\$68,617</b>
<b>EXPENDITURES:</b>					
Staff Salaries	\$12,413	\$12,917	\$24,826	\$25,833	\$155,000
Health Benefits & Taxes	1,483	3,083	5,987	6,167	37,000
SEP/IRA-Retirement	1,514	1,577	3,028	3,154	18,925
Communications	506	750	1,012	1,500	9,000
Program Costs	0	2,333	0	4,667	28,000
Equipment Rental/Maintenance	109	183	218	367	2,200
Office Supplies	60	208	312	417	2,500
Dues & Subscriptions	21	708	131	1,417	8,500
Postage	29	192	541	383	2,300
Data Base Analysis	0	208	0	417	2,500
Training / Mileage	157	208	264	417	2,500
Staff Development	0	267	0	533	3,200
Special Projects	0	125	20	250	1,500
Gretna Expenses	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$16,292</b>	<b>\$22,760</b>	<b>\$36,339</b>	<b>\$45,521</b>	<b>\$273,125</b>
<b>NET PROG.SURPLUS/ DEFICIT</b>	<b>(\$12,807)</b>	<b>(\$17,042)</b>	<b>(\$32,764)</b>	<b>(\$34,085)</b>	<b>(\$204,508)</b>

(A) Intergovernmental Agreement (IGA) Revenues=\$61,917

(B) Intergovernmental Agreement (IGA) Expenses=\$61,917

## JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FRBRUARY 2014

## MARKETING-P/R

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Program/Event Revenues	0	1,333	0	2,667	16,000
IGA Revenues	0	4,533	0	9,067	54,400
<b>Total Revenues</b>	<b>\$0</b>	<b>\$5,867</b>	<b>\$0</b>	<b>\$11,733</b>	<b>\$70,400</b>
<b>EXPENDITURES:</b>					
Salaries	\$3,500	\$3,583	\$7,000	\$7,167	\$43,000
Health Benefits & Taxes	334	958	1,604	1,917	11,500
SEP/IRA-Retirement	427	446	854	892	5,350
Communications	441	167	882	333	2,000
Equipment Rental/Maintenance	109	208	224	417	2,500
PR/Advertising	0	4,533	798	9,067	54,400
Office Supplies	35	250	140	500	3,000
Dues / Subscriptions	0	42	0	83	500
Postage	29	63	59	125	750
Travel / Mileage	0	42	0	83	500
Staff Development	0	167	0	333	2,000
Web-Site Update	75	208	250	417	2,500
Programs/Events	0	2,000	0	4,000	24,000
Video Equipment Expenses	0	125	0	250	1,500
Entrepreneur Challenge	0	342	0	683	4,100
Signage	0	100	0	200	1,200
<b>Total Expenditures</b>	<b>4,950</b>	<b>13,233</b>	<b>11,811</b>	<b>26,467</b>	<b>158,800</b>
<b>NET PROG.SURPLUS/ DEFICIT</b>	<b>(\$4,950)</b>	<b>(\$7,367)</b>	<b>(\$11,811)</b>	<b>(\$14,733)</b>	<b>(\$88,400)</b>

(A) Intergovernmental Agreement (IGA) Revenues=\$54,400

(B) Intergovernmental Agreement (IGA) Expenses=\$54,400

## JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

FRBRUARY 2014

## ADMINISTRATIVE EXPENSES

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
EXPENDITURES:					
Staff Salaries	\$38,716	\$37,833	\$77,317	\$75,667	\$454,000
Health Benefits & Taxes	4,181	5,875	12,829	11,750	70,500
SEP/IRA-Retirement	4,652	4,542	9,303	9,083	54,500
Communications	532	917	1,178	1,833	11,000
Equipment Rental/Maintenance	164	333	273	667	4,000
Office Supplies	221	500	729	1,000	6,000
Dues / Subscriptions	187	125	314	250	1,500
Postage	48	250	299	500	3,000
Committee Meetings	225	583	2,372	1,167	7,000
Seminars / Conventions	0	167	0	333	2,000
Accounting/Audit	18,300	2,917	18,300	5,833	35,000
Insurance	1,653	3,000	1,808	6,000	36,000
Business Development	131	417	131	833	5,000
Travel / Mileage	195	417	208	833	5,000
Staff Development	0	167	0	333	2,000
Administrative Fees	488	1,083	1,270	2,167	13,000
Computer/Equip./Svc.	861	6,667	2,021	13,333	80,000
AEDO Accreditation	0	583	0	1,167	7,000
Personnel Expenses	0	167	0	333	2,000
Emergency Expenses	0	250	0	500	3,000
Attorney Expenses	0	2,083	0	4,167	25,000
	<u>\$70,554</u>	<u>\$68,875</u>	<u>\$128,352</u>	<u>\$137,750</u>	<u>\$826,500</u>

## KENNER PROGRAM

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
City of Kenner	\$0	\$6,250	\$0	\$12,500	\$75,000
Total Revenues	\$0	\$6,250	\$0	\$12,500	\$75,000
<b>EXPENDITURES:</b>					
Staff Salaries	\$4,042	\$4,250	\$8,084	\$8,500	\$51,000
Health Benefits & Taxes	852	1,792	3,682	3,583	21,500
SEP/IRA-Retirement	493	519	986	1,038	6,225
Communications	0	8	0	17	100
Office & Equipment Rental	0	0	0	0	0
Office Supplies	0	42	2	83	500
Seminar	0	42	0	83	500
Travel Expenses	163	125	163	250	1,500
Project Expenses	0	83	0	167	1,000
Staff Development	0	83	0	167	1,000
Total Expenditures	\$5,550	\$6,944	\$12,917	\$13,888	\$83,325
NET PROG. SURP./DEFICIT	(\$5,550)	(\$694)	(\$12,917)	(\$1,388)	(\$8,325)

## JEDCO BUILDING EXPENSES

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
	<b>REVENUES:</b>				
IGA Revenues	\$0	\$8,128	\$0	\$16,256	\$97,533
<b>Total Revenues</b>	<b>\$0</b>	<b>\$8,128</b>	<b>\$0</b>	<b>\$16,256</b>	<b>\$97,533</b>
<b>EXPENDITURES:</b>					
Staff Salaries	\$8,834	\$9,000	\$17,668	\$18,000	\$108,000
Health Benefits & Taxes	1,033	2,167	4,177	4,333	26,000
SEP/IRA-Retirement	1,078	1,042	2,156	2,083	12,500
Communications	140	500	280	1,000	6,000
Travel/Mileage	591	125	591	250	1,500
Repairs and Maintenance	0	708	605	1,417	8,500
Janitorial Services	0	3,167	4,878	6,333	38,000
Utilities	3,839	4,000	8,035	8,000	48,000
Security	0	50	0	100	600
Insurance	3,202	4,000	3,202	8,000	48,000
JEDCO Bldg. Lease Expenses	0	21,954	0	43,909	263,453
Lawn Maintenance	0	1,100	0	2,200	13,200
Garbage Collection	0	117	70	233	1,400
Generator Fuel Expense	0	292	0	583	3,500
Bldg. Supplies	219	375	484	750	4,500
Water	3	200	163	400	2,400
Dues & Subscriptions	0	42	0	83	500
HVAC Maintenance	0	533	0	1,067	6,400
Elevator Repairs and Maintenance	0	450	0	900	5,400
Professional Development	0	0	0	0	0
Gutter Expenses	0	0	0	0	0
Door Mat Expenses	0	133	0	267	1,600
Pest Control	0	100	0	200	1,200
Generator Fuel	0	208	0	417	2,500
Supplies	0	0	71	0	0
<b>Total Expenditures</b>	<b>\$18,939</b>	<b>\$50,263</b>	<b>\$42,380</b>	<b>\$100,526</b>	<b>\$603,153</b>
<b>NET PROG. SURP./DEFICIT</b>	<b>(\$18,939)</b>	<b>(\$42,135)</b>	<b>(\$42,380)</b>	<b>(\$84,270)</b>	<b>(\$505,620)</b>

(A) Intergovernmental Agreement (IGA) Revenues=\$97,533

(B) Intergovernmental Agreement (IGA) Expenses=\$97,533 (identified expenses)

## TECH PARK EXPENSES

	CASH BASIS		FEBRUARY 2014		FINAL ADOPTED 2014 BUDGET
	FEBRUARY		YEAR TO DATE		
	ACTUAL	BUDGET	ACTUAL	BUDGET	
<b>REVENUES:</b>					
Comm. Area Main. Revenues	\$0	\$458	\$0	\$917	\$5,500
J.P. School Landscaping Reimb.	0	0	0	\$0	0
<b>Total Revenues</b>	<b>0</b>	<b>458</b>	<b>0</b>	<b>917</b>	<b>5,500</b>
<b>EXPENDITURES:</b>					
Landscaping	\$0	\$1,000	\$0	\$2,000	\$12,000
Grass cutting/Clearing	0	10,417	12,330	20,833	125,000
Utilities	3	33	6	67	400
Repairs and Maintenance	0	667	0	1,333	8,000
Liability Insurance	0	1,000	0	2,000	12,000
<b>Total Expenditures</b>	<b>\$3</b>	<b>\$13,117</b>	<b>\$12,336</b>	<b>\$26,233</b>	<b>\$157,400</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfer to other funds	0	0	0	0	0
Transfer from other funds	0	6,250	0	12,500	75,000
<b>Total other financing sources (uses)</b>	<b>0</b>	<b>6,250</b>	<b>0</b>	<b>12,500</b>	<b>75,000</b>
<b>NET OPERATING SURPLUS</b>	<b>(\$3)</b>	<b>(\$6,408)</b>	<b>(\$12,336)</b>	<b>(\$12,817)</b>	<b>(\$76,900)</b>

## CONFERENCE CENTER EXPENSES

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Building Rent	\$0	\$3,750	\$0	\$7,500	\$45,000
Food & Beverage Revenues	0	1,969	0	3,938	23,625
Audio & Visual	0	625	0	1,250	7,500
<b>Total Revenues</b>	<b>\$0</b>	<b>\$6,344</b>	<b>\$0</b>	<b>\$12,688</b>	<b>\$76,125</b>
<b>EXPENDITURES:</b>					
Repairs and Maintenance	\$0	\$833	\$0	\$1,667	\$10,000
Utilities	3,513	2,883	9,947	5,767	34,600
Contract Services	125	2,104	259	4,208	25,250
Insurance	19	417	19	833	5,000
Sales and Marketing	0	1,250	0	2,500	15,000
Supplies	320	833	967	1,667	10,000
Security	0	100	0	200	1,200
<b>Total Expenditures</b>	<b>\$3,977</b>	<b>\$8,421</b>	<b>\$11,192</b>	<b>\$16,842</b>	<b>\$101,050</b>
<b>NET PROG. SURP./DEFICIT</b>	<b>(\$3,977)</b>	<b>(\$2,077)</b>	<b>(\$11,192)</b>	<b>(\$4,154)</b>	<b>(\$24,925)</b>



## JEFFERSON EDGE

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>JEFF. EDGE REVENUES:</b>					
Private Funds	\$25,000	\$25,000	\$32,500	\$50,000	\$300,000
Parish Funds	0	0	0	0	0
Investment Income	18	58	35	117	700
<b>Total Revenues</b>	<b>\$25,018</b>	<b>\$25,058</b>	<b>\$32,535</b>	<b>\$50,117</b>	<b>\$300,700</b>
<b>JEFF. EDGE EXPENDITURES:</b>					
<b>Marketing/PR Activities:</b>					
Local Market/PR Campaign	\$0	\$42	\$0	\$83	\$500
Special Events/Promotions	0	2,500	0	5,000	30,000
Contingency	0	0	0	0	0
<b>Sub-Total</b>	<b>0</b>	<b>2,542</b>	<b>0</b>	<b>5,083</b>	<b>30,500</b>
<b>Technology Development:</b>					
Tech. Park Implementation	0	8,333	0	16,667	100,000
Site Selection Initiative	0	2,083	0	4,167	25,000
Tech. Park Marketing	75	6,250	150	12,500	75,000
Infra-Structure Expenses	0	6,667	0	13,333	80,000
<b>Sub-Total</b>	<b>75</b>	<b>23,333</b>	<b>150</b>	<b>46,667</b>	<b>280,000</b>
<b>Administrative:</b>					
Misc. Project Fund	1,901	833	3,381	1,667	10,000
Fundraising	1,192	1,250	2,384	2,500	15,000
Investor Relations Staff Support	0	417	0	833	5,000
<b>Sub-Total</b>	<b>3,093</b>	<b>2,500</b>	<b>5,765</b>	<b>5,000</b>	<b>30,000</b>
<b>EDGE 2020 Quality of Life</b>					
Meetings/Meals	0	0	0	0	0
Printing/Postage	0	0	0	0	0
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>	<b>3,168</b>	<b>28,375</b>	<b>5,915</b>	<b>56,750</b>	<b>340,500</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfer to other funds	0	(6,250)	0	(12,500)	(75,000)
Transfer from other funds	0	0	0	0	0
<b>Total other financing sources (uses)</b>	<b>0</b>	<b>(6,250)</b>	<b>0</b>	<b>(12,500)</b>	<b>(75,000)</b>
<b>NET PROG.SURPLUS/DEFICIT</b>	<b>21,850</b>	<b>(9,567)</b>	<b>26,620</b>	<b>(19,133)</b>	<b>(114,800)</b>
<b>AUDITED FUND BALANCE @ 12/31/12</b>					<b>606,310</b>
<b>PROJ. FUND BALANCE @ 12/31/13</b>					<b>491,510</b>

JEDCO BUILDING FUNDS

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YTD		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Year End Balance-'09	\$0	\$0	\$0	\$0	\$0
Estimate Interest Earned	28	0	54	0	0
Dedicated C.D.s	0	0	0	0	0
CDBG Grant(only for Incubator)	0	0	0	0	0
State New market Tax Credits	0	0	0	0	0
LBIA Grant (Incubator)	0	0	0	0	0
Overflow from FORJ	0	0	0	0	0
<b>Total Revenues</b>	<b>\$28</b>	<b>\$0</b>	<b>\$54</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>					
JEDCO Relocation Cost	\$0	\$0	\$0	\$0	\$0
FF&E	0	0	0	0	0
Other Bldg. Expenses	0	0	0	0	0
Incubator Construction (via FORJ/ WWCCI Contract)	0	0	0	0	0
Add'l Architectural Fees	0	0	0	0	0
Fund transfer to FORJ expenses	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfer to other funds	0	0	0	0	0
Transfer from other funds	0	0	0	0	0
<b>Total other financing sources (uses)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROGRAM SURPLUS/DEFICIT</b>	<b>\$28</b>	<b>\$0</b>	<b>\$54</b>	<b>\$0</b>	<b>\$0</b>
<b>PREVIOUS YEAR BALANCE</b>					<b>\$0</b>
<b>NET SURPLUS/DEFICIT</b>					<b>\$0</b>

\*Offsetting entry inclusive in total of Other Financing Sources (Uses):front page

\*\*Offsetting entry on Schedule A

BRGL DEDICATED FUNDS

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
EXPENDITURES:					
Staff Salaries	\$4,122	\$4,292	\$8,208	\$8,583	\$51,500
Health Benefits & Taxes	448	683	1,383	1,367	8,200
SEP/IRA-Retirement	503	508	1,001	1,017	6,100
Communication	0	0	0	0	0
Equipment Rental/Maintenance	0	0	0	0	0
Office Supplies	0	0	0	0	0
Postage	0	0	0	0	0
Travel/Mileage	0	0	0	0	0
Staff Development	0	0	0	0	0
	<u>\$5,073</u>	<u>\$5,483</u>	<u>\$10,592</u>	<u>\$10,967</u>	<u>\$65,800</u>

## FORWARD JEFFERSON (FORJ)

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Drawdown on JEDCO Equity/Cap.	\$0	\$0	\$0	\$0	\$0
State New Market Tax Credits (NMT)	0	0	0	0	0
JEDCO Bldg. Lease Income	0	21,954	0	43,909	263,453
Interest on Construction Acct.	0	0	0	0	0
CDBG Incubator Revenues	0	0	0	0	0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$21,954</b>	<b>\$0</b>	<b>\$43,909</b>	<b>\$263,453</b>
<b>EXPENDITURES:</b>					
Interest on Capital One Loan	\$0	\$17,564	\$0	\$35,127	\$210,762
Add'l Architectural Fees	0	0	0	0	0
Monthly Lease Payments	0	1,000	1,000	2,000	12,000
Insurance	303	333	606	667	4,000
Inspector Fees	0	0	0	0	0
Other Fees	0	833	0	1,667	10,000
CDBG Incubator Expenses	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$303</b>	<b>\$19,730</b>	<b>\$1,606</b>	<b>\$39,460</b>	<b>\$236,762</b>
<b>NET PROG. SURP./DEFICIT</b>	<b>(\$303)</b>	<b>\$2,224</b>	<b>(\$1,606)</b>	<b>\$4,449</b>	<b>\$26,691</b>

## CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Interest Earned from Payment	\$11,462	\$11,250	\$24,990	\$22,500	\$135,000
Interest Earned from Investment	414	125	855	250	1,500
Total Revenues	<u>\$11,876</u>	<u>\$11,375</u>	<u>\$25,845</u>	<u>\$22,750</u>	<u>\$136,500</u>
<b>EXPENDITURES:</b>					
Administration Expenses	\$5,764	\$7,667	\$11,667	\$15,333	\$92,000
Total Expenditures	<u>\$5,764</u>	<u>\$7,667</u>	<u>\$11,667</u>	<u>\$15,333</u>	<u>\$92,000</u>
NET PROG. SURP./DEFICIT	\$6,112	\$3,708	\$14,178	\$7,417	\$44,500

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Interest Earned from Payment	\$1,122	\$2,667	\$4,073	\$5,333	\$32,000
Interest Earned from Investment	80	54	168	108	650
Net Sale Proceeds-Cotton	0	0	0	0	0
<b>Total Revenues</b>	<b>\$1,202</b>	<b>\$2,721</b>	<b>\$4,241</b>	<b>\$5,442</b>	<b>\$32,650</b>
<b>EXPENDITURES:</b>					
Administration Expenses	\$537	\$1,667	\$1,011	\$3,333	\$20,000
<b>Total Expenditures</b>	<b>\$537</b>	<b>\$1,667</b>	<b>\$1,011</b>	<b>\$3,333</b>	<b>\$20,000</b>
<b>NET PROG. SURP./DEFICIT</b>	<b>\$665</b>	<b>\$1,054</b>	<b>\$3,230</b>	<b>\$2,108</b>	<b>\$12,650</b>

CASH BASIS

FEBRUARY 2014

	FEBRUARY		YEAR TO DATE		ADOPTED 2014
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES:</b>					
Interest Earned from Payment	\$1,287	\$667	\$2,279	\$1,333	\$8,000
Interest Earned from Investment	22	7	44	13	80
<b>Total Revenues</b>	<b>\$1,309</b>	<b>\$673</b>	<b>\$2,323</b>	<b>\$1,347</b>	<b>\$8,080</b>
<b>EXPENDITURES:</b>					
Administration Expenses	294	2,083	629	4,167	25,000
<b>Total Expenditures</b>	<b>294</b>	<b>2,083</b>	<b>629</b>	<b>4,167</b>	<b>25,000</b>
<b>NET PROG. SURP./DEFICIT</b>	<b>\$1,015</b>	<b>(\$1,410)</b>	<b>\$1,694</b>	<b>(\$2,820)</b>	<b>(\$16,920)</b>

## MONTHLY CASH REPORT

ACCOUNTS:	@12/31/13	REVENUES	EXPENSES	OTHERS	BALANCE
<b>JEDCO Checking</b>	\$120,820.79				
January '14		\$23,491.05	\$182,270.69	\$200,005.34	\$162,046.49
February '14		26,459.02	149,330.00	152,389.48	\$191,564.99
<b>Jefferson EDGE Checking</b>	\$223,623.08				
January '14		\$7,500.00	\$4,585.00	\$9.41	\$226,547.49
February '14		25,000.00	1,900.83	(2,375.10)	247,271.56
<b>BRGL (I &amp; II) Revenues</b>	\$177,769.98				
January '14		\$0.00	\$9,310.35	\$0.00	\$168,459.63
February '14		0.00	9,104.38	0.00	159,355.25
<b>INVESTMENTS:</b>					
<b>JEDCO Lamp</b>	\$1,769,490.41				
January '14		\$22.50	\$0.00	(\$200,000.00)	\$1,569,512.91
February '14		\$25.02	\$0.00	(\$150,000.00)	\$1,419,537.93
<b>Jefferson EDGE Lamp</b>	\$600,921.62				
January '14		\$7.85	\$0.00	\$0.00	\$600,929.47
February '14		9.70	0.00	0.00	600,939.17

\* The JEDCO West Proceeds Checking Account was closed on 5/25/05 using the balance of the account to purchase C.D.s at Capital One (previously Hibernia Bank) totaling in excess of \$427,000.00. Add'l C.D.s purchased in 12/08 totaling \$500,000.00

Capitol One-Money Market					\$432,664.02
Chase-Money Market		91,984.17		11.47	91,995.64
Whitney-C.D-Closed 2/26/10					150,679.51
1st Bank&trust-C.D.-Closed 3/22/10					151,892.91
New Market Tax Credit					266,093.75
LBIA Grant					50,000.00
Overage transfer from FORJ per loan agreement					117,003.07
Sub-Total					\$1,260,328.90
Less 125% Escrow Reserve (Mar., June, Sept., Dec. '10, Mar. , June, Sept., Dec. '11, Mar. June, Sept., Dec '12) (Mar. June '13)					(489,920.57)
Less purchase of Phone System					(27,852.45)
Less purchase of Computers, Software, Furniture					(498,576.64)
Transfer from Chase Acct.					110,000.00
Transfer out of Capitol One-Money Market					(\$100,000.00)
Transfer to JEDCO (Bldg. Expenses Reimbursement '12)					(\$105,577.81)
Transfer to JEDCO (Bldg. Expenses Reimbursement '13)					(\$148,413.31)
Interest Earned					\$11.88

Balance of \$15,691.27 @ 9/24/13 used toward 2013 3rd Quarter payment to Capital One

March 27, 2014

Balance @ 9/30/2013

\$0.00 80