

Exhibit C - Copy of Deed

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OFFICE OF CLERK OF COURT
CALCASIEU PARISH, LA

STATE OF LOUISIANA
PARISH OF CALCASIEU

Be it known that before the undersigned Notaries Public and in the presence of the undersigned competent witnesses personally appeared:

the Calcasieu Parish Police Jury (Police Jury) through its President David Abshire who is authorized to act herein pursuant to a resolution adopted by the Police Jury on JANUARY 7, 1999 certified copy of which is attached to and made part of this contract;

the Chennault International Airport Authority (Authority) through its President Willie King who is authorized to act herein pursuant to a resolution adopted by the board of commissioners of the authority on March 2, 1999 a certified copy of which is attached to and made part of this contract.

Both parties, after being duly sworn, declared that on behalf of their respective agencies they enter into this contract of lease subject to the following terms and conditions:

(1)

For the consideration set forth below the Police Jury leases to the Authority all of the Police Jury's right, title, and interest in and to the following described immovable property with all improvements situated on it as described in Exhibit A and B which are attached to and made part of this contract. These descriptions are based on a plat by Webb Engineering & Surveying, Inc. for Chennault International Airport Authority dated February 25, 1999 and signed by George F. Webb, Jr. PE, PLS.

(2)

The term of this lease shall be concurrent with the term of the "Intergovernmental Contract and Local Services Agreement entered into between the Authority, the Police Jury, the City of Lake Charles, and the State Board of Elementary and Secondary Education entered into on June 16, 1986 and June 17, 1986 recorded in the Conveyance Records of Calcasieu Parish bearing file number 1912155.

(3)

In consideration of this lease the Authority shall pay the Police Jury \$5000.00 per year for the first five (5) years of the lease term. Thereafter, the Authority shall pay the Police Jury \$5000.00 per year plus 20% of the gross revenues exceeding \$5000.00 collected by the Authority from the leased property. In addition, the Authority shall construct ten (10) T-hangars on the on the leased premises during the first (2) years of the term of this lease. The Authority shall have the right to construct T-hangars and corporate hangars in the future as demands warrant same. Hangar rental rates during the first ten (10) years of this lease will be based on the average rates charged for equivalent spaces at Lake Charles Regional Airport and Southland Field.

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Chennault Park # 244

In further consideration, the Authority warrants and covenants (a) that it will operate and maintain the leased premises and its other properties as an industrial air park and as an economic development project in accord with the Intergovernmental Contract creating the Authority and the resolutions adopted by the parties to this contract and (b) that, through its Board of Commissioners, it will use its best efforts to develop and implement an ongoing program to induce commercial and industrial projects to locate at Chennault for the utilization and development of natural and human resources of the area and to provide job opportunities.

(4)

The Police Jury assigns existing leases and revenue generated by them to the Authority. The Authority accepts said assignment provided that the Authority will have the option of subleasing or demolishing buildings and improvements as the existing leases expire provided that the Authority shall give sixty (60) days written notice to tenants prior to the commencement of alterations to the leased premises.

(5)

The Authority shall be responsible for modifying fencing and gates to provide adequate airfield security and to provide unobstructed access to the main runway. Upon the Authority's installation of new entrance gates, fencing, and establishment of unobstructed access to the main runway, the Authority shall have the right to close the existing "turf runway" located on the leased premises.

(6)

This lease shall be irrevocable and irrevocable and may be relied upon by third parties contracting with the Authority and by the purchasers and holders of revenue and general obligation bonds which may be issued from time to time by the Authority or any other lawful entity, the security for which is dependent upon or affected by the validity and enforceability of this contract.

(7)

The Police Jury reserves unto itself, its successors and assigns, all oil, gas, and other minerals and mineral rights in and to said land, it being the intention hereof that this reservation may be exercised by directional drilling, drainage or unitization and the Police Jury will not utilize the surface thereof for production of said minerals if such used unreasonably interferes with the existing or proposed commercial or industrial development of Chennault.

(8)

Authority shall indemnify and hold harmless the Police Jury, from and against any and all claims, demands or suits (including but not limited to, claims, demands or suits for bodily injury, illness,

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disease, death or loss of services, damage to property of third parties, or wages as well as any costs, expenses and reasonable attorney's fees incurred by the Police Jury incident to any such claims) which may be brought against the Police Jury or in which the Police Jury is named a party defendant or in which any or all such agents, directors, officers, employees, or members of the Police Jury are named party defendant or parties defendant, as the case may be, arising out of any and all claims of liability for any injury or damage to any person or property to the extent arising from Authority's use of the leased premises except to the extent caused by the negligence or fault of the Police Jury, its other sublessees, agents, employees, directors, officers or members.

Calcasieu Parish Police Jury by:

David Abshire
David Abshire, President

Melissa Kelly
Witness
Kimberly Williams
Witness

Sworn to and subscribed before me on the 11th day of MARCH, 1999.

Coleen A. Clark
Notary Public

Chennault International Airport Authority by:

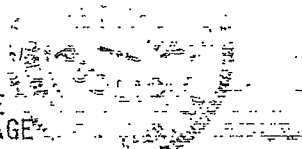
Willie King
Willie King, President

Margaret
Witness
Duenda J. Cimino
Witness

Sworn to and subscribed before me on the 12th day of March, 1999.

F. J. [Signature]
Notary Public

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CHENNAULT INTERNATIONAL AIRPORT AUTHORITYDESCRIPTIONS

CALCASIEU PARISH TRACT (1)

A tract of land in Section 2, Township 10 South, Range 8 West, Calcasieu Parish, LA and more particularly described as follows:

Commence at Point "B", as shown on the plat of survey of "Boundary agreement of CAFB" by D. W. Jessen & Associates, Civil Engineers, Lake Charles, Louisiana, dated Aug. 7, 1973, and filed in Plat Book 23 at page 20, et seq, records of Calcasieu Parish, Louisiana; thence N 25°32'52"W 648.0 feet and N 0°27'22"W 307.7 feet to the point of beginning; thence N 0°27'22"W 617.6 feet to the South right-of-way line of Broad Street; thence East along the South right-of-way line of Broad Street for a distance of 190.7 feet more or less to the maintained West right-of-way line of Tom Watson Road ; thence along the maintained West right-of-way line of Tom Watson Road S 23°49'59"E 103.5 feet, and S 18°59'04"E 28.8 feet, and S 2°50'22"E 79.7 feet, and S 7°58'30"E 97.9 feet, and S 37°03'44"E 85.0 feet, and S 41°41'36"E 171.7 feet, and S 37°44'40"E 128 feet, and S 30°27'33"E 26.7 feet to the North line of "Item Z" of the "Plat of Restricted Properties, Former Chennault Airbase, Lake Charles, LA." dated Dec. 6, 1985, and prepared by D. W. Jessen & Associates; thence N 89°51'38"W along the North line of said "Item Z" for a distance of 511.8 feet to the point of beginning and containing 4.44 acres more or less.

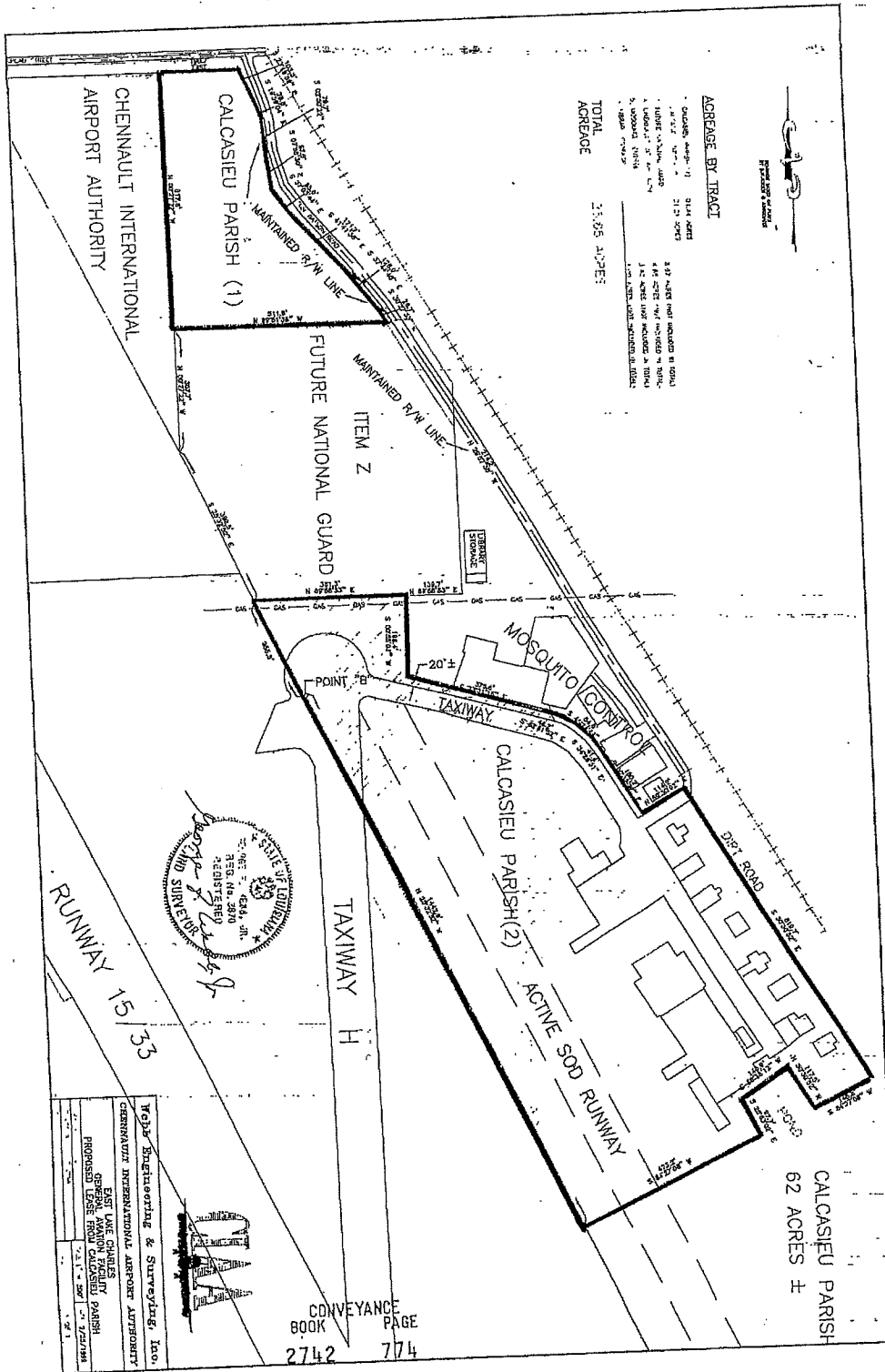
CALCASIEU PARISH TRACT (2)

A tract of land in Sections 1 and 2, Township 10 South, Range 8 West, Calcasieu Parish, LA and more particularly described as follows:

Beginning at Point "B", as shown on the plat of survey of "Boundary agreement of CAFB" by D. W. Jessen & Associates, Civil Engineers, Lake Charles, Louisiana, dated Aug. 7, 1973, and filed in Plat Book 23 at page 20, et seq, records of Calcasieu Parish, Louisiana; thence N 25°32'52"W 255.5 feet to the South line of "Item Z" of the "Plat of Restricted Properties, Former Chennault Airbase, Lake Charles, LA." dated Dec. 6, 1985, and prepared by D. W. Jessen & Associates; thence N 89°58'53"E feet along the the South line of "Item Z" for a distance of 361.3 feet; thence S 0°55'01"W 196.4 feet; thence S 73°31'15"E 375.6 feet; thence S 62°51'52"E 46.2 feet; thence S 45°24'44"E 54.8 feet; thence S 34°26'31"E 41.4 feet; thence S 30°37'22"E 180.2 feet; thence N 59°30'02"E 114.2 feet; thence S 30°30'52"E 819.7 feet; thence S 64°27'08"W 148.8 feet; thence N 30°30'52"W 117.5 feet; thence S 56°33'12"W 140.9 feet; thence S 25°53'02"E 97.7 feet; thence S 64°27'08"W 473.2 feet; thence N 25°32'52"W 1442.9 feet to Point "B", the point of beginning and containing 21.21 acres more or less.

These descriptions are based on a plat by Webb Engineering & Surveying, Inc. for Chennault International Airport Authority dated February 25, 1999 and signed by George F. Webb, Jr. PE, PLS.

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ACREAGE BY TRACT

Tract 1	21.2 ACRES
Tract 2	2.8 ACRES
Tract 3	1.2 ACRES
Tract 4	1.0 ACRES
Tract 5	1.0 ACRES
Tract 6	1.0 ACRES
Tract 7	1.0 ACRES
Tract 8	1.0 ACRES
Tract 9	1.0 ACRES
Tract 10	1.0 ACRES
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Tract 81	1.0 ACRES
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Tract 89	1.0 ACRES
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Tract 91	1.0 ACRES
Tract 92	1.0 ACRES
Tract 93	1.0 ACRES
Tract 94	1.0 ACRES
Tract 95	1.0 ACRES
Tract 96	1.0 ACRES
Tract 97	1.0 ACRES
Tract 98	1.0 ACRES
Tract 99	1.0 ACRES
Tract 100	1.0 ACRES
TOTAL ACREAGE	21.25 ACRES



BOJA Engineering & Surveying, Inc.
 CHENNAULT INTERNATIONAL AIRPORT AUTHORITY
 EAST LINE CHARLES GENERAL AVIATION FACILITY
 PROPOSED LEASE FROM CALCASIEU PARISH
 11/1/2011

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CALCASIEU PARISH
 62 ACRES ±

EXHIBIT B

Pa

PARISH OF  CALCASIEU
State of Louisiana
RESOLUTION

WHEREAS, the Calcasieu Parish Police Jury is a party to an Intergovernmental Contract and Local Services Agreement between the CIAA and various governmental agencies; and

WHEREAS, among other things, this contract and agreement provides for the lease of parish properties by the CIAA and management of same; and

WHEREAS, the Police Jury has retained ownership and management of approximately 99 acres of property formally known as East Lake Charles Airport wherein certain aviation-related activities have been conducted on portions of that acreage; and

WHEREAS, the CIAA has formally requested that approximately 30 acres of the aforementioned former East Lake Charles Airport be incorporated into the Intergovernmental Contract and Local Services Agreement with specific terms and conditions; and

WHEREAS, the terms and conditions as addressed in the proposal letter dated December 17, 1998, from CIAA to the Parish are generally satisfactory to the Parish; and

WHEREAS, a formal amendment to the Intergovernmental Contract and Local Services Agreement will be drafted incorporating this property and terms and conditions related thereto into the Intergovernmental Contract and Local Services Agreement.

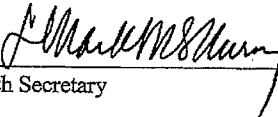
NOW THEREFORE,

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in regular session on the 7th day of January, 1999, that it does hereby authorize the amendment of the Intergovernmental Contract and Local Services Agreement between the CIAA and the Parish effecting the incorporation into said documents of an additional 30 acres of parish property together with terms and conditions said amendment will be subject thereto.

BE IT FURTHER RESOLVED that the President of the Police Jury be authorized to execute all documents related to the amendment herein authorized.

CERTIFICATE

I, the undersigned, do hereby certify that the above is a true and correct copy of a resolution, adopted by the Police Jury of Calcasieu Parish, Louisiana, convened in regular session on the 7th day of January, 1999.


Parish Secretary

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RESOLUTION

A RESOLUTION AUTHORIZING THE PRESIDENT TO ENTER INTO A LEASE AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY FOR APPROXIMATELY 26 ACRES OF LAND ADJACENT TO THE EAST SIDE OF THE AIRPORT.


BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CHENNAULT INTERNATIONAL AIRPORT AUTHORITY, convened in Regular Session on the 2nd day of March, 1999, that:

WHEREAS, the CIAA wishes to enter into an agreement with the CALCASIEU PARISH POLICE JURY for approximately 26 acres of land adjacent to the east side of the airport and;

WHEREAS, the acquisition of this property will enhance the long-range development of the airport as well as general aviation;


WHEREAS, the President is authorized by this Resolution to execute such agreement;

PASSED, ADOPTED, AND APPROVED by the Board of Commissioners of the Chennault International Airport Authority, at Lake Charles, Louisiana on the above date.


MR. WILLIE S. KING, JR., PRESIDENT

CERTIFICATE

I, GEORGE A. SWIFT, Secretary of the Board of Commissioners of the Chennault International Airport Authority, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a meeting of the Chennault International Airport Authority on the 2nd day of March, 1999 at which time a quorum was present and voting and that the Resolution is still in effect and has not been rescinded or revoked.


MR. GEORGE A. SWIFT, SECRETARY

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CONVEYANCE

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10,36
city

STATE OF LOUISIANA
PARISH OF CALCASIEU

INTERGOVERNMENTAL CONTRACT
AND LOCAL SERVICES AGREEMENT

BE IT KNOWN that before the undersigned Notaries Public, duly commissioned and qualified in and for their respective localities as hereinafter stated, on the dates hereinafter set forth, and in the presence of the competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

Parish of Calcasieu, Louisiana (the "Parish"), a political subdivision of the State of Louisiana, within the meaning of Article 6, Section 44 of the 1974 Louisiana Constitution, acting through the Police Jury as the governing authority thereof, herein represented by the President of said Police Jury, duly authorized in the premises pursuant to the authority of a resolution of said Police Jury adopted on date June 5, 1986, a certified copy of which is annexed hereto and made a part hereof;

City of Lake Charles, Louisiana (the "City"), a political subdivision of the State of Louisiana, within the meaning of Article 6, Section 44 of the 1974 Louisiana Constitution, herein represented by the Mayor, duly authorized of the City Council of the City, adopted on date May 7, 1986, a certified copy of which is annexed hereto and made a part hereof;

Calcasieu Parish School Board (the "School Board"), the governing authority of the Parish of Calcasieu for public school purposes and a political subdivision of the State of Louisiana within the meaning of Article 6, Section 44 of the 1974 Louisiana Constitution, herein represented by the President of said School Board, duly authorized in the premises pursuant to the authority of a resolution of said School Board adopted on date June 12, 1986, a certified copy of which is annexed hereto and made a part hereof; and

State Board of Elementary and Secondary Education (the "State Board"), an authority of the State of Louisiana created and activated pursuant to the authority of Article 8, Section 3 of the 1974 Louisiana Constitution, herein represented by its President, duly authorized in the premises pursuant to the authority of a resolution adopted by said State Board on date August 28, 1986, a certified copy of which is annexed hereto and made a part hereof.

each of whom being first duly sworn did acknowledge and agree that

Section 1. Intergovernmental Contract and Local Services Agreement. This Agreement has been entered into by the parties under the authority of the Constitution and laws of the State of Louisiana, including but not limited to Article 6, Section 20; Article 8, Section 3; and Article 7, Section 14 of the 1974 Louisiana Constitution, the Local Services Law of the State of Louisiana (R.S. 33:1321, et seq.) and Acts 1986, No. 19.

The Parish, the City, the School Board and the State Board hereby find and declare that they are each authorized by general and special laws to perform the activities as herein contemplated and exercise all powers as may be necessary for completion of the undertaking herein described.

Section 2. Contract for Service. In order to effect economy of operation of Chenault as an industrial park, the Parish, the City, the School Board and the State Board do hereby contract with each other to combine the use of administrative and operative personnel and equipment upon such basis of compensation therefor, as may be mutually agreed to by said parties, in order to provide for the management, development, maintenance and operation of Chenault as an industrial park as may be appropriate under the circumstances. It is the express intent hereof to avoid the duplication of administrative and management efforts and of expense of the Authority in implementing the intents and purposes of this Agreement.

Advised by City of Lake Charles

OFFICE OF CLERK OF COURT
6 - 9 AM 10-27
CALCASIEU PARISH, LOUISIANA

Section 3. Form and Publication of This Agreement. The arrangements concluded herein under the authority of R.S. 33:1324 and R.S. 33:1325 and Acts 1986, No. 19 have been and are hereby reduced to writing. For this purpose each party to this Agreement, acting through its governing body, has accepted this Agreement by the passage of a resolution or ordinance (the "Authorizing Resolution"). This Agreement and the Authorizing Resolution shall be published in the official journal of the Parish, the City, and the School Board in the same manner as are the other proceedings of said Parish, City and School Board.

Section 4. Liberal Construction. The provisions of this agreement shall be liberally construed, to the end that, through the use of arrangements and agreements provided for herein by and among the Parish, the City, the School Board and the State Board, greater economy and efficiency in the activation, management, development, maintenance and operation of Chennault as an industrial park for economic development purposes may be achieved; and, further, to this end, the governing authority of the Parish, the City, the School Board, and the State Board are empowered to adopt ordinances or resolutions, and take other actions as referred to herein, all for the purpose intended and in accordance with the authority of Article 6, Section 20 and Article 8, Section 3 of the Constitution of 1974 and other applicable and special laws.

Section 5. Creation of Special District and Joint Commission. (A) The Parish, the City, the School Board and the State Board do hereby create, and by the adoption of resolutions, respectively authorize this Agreement, and by the execution of this Agreement said parties hereto do hereby establish and approve the creation of a special district for the development of the properties hereinafter described for industrial and commercial purposes. (B) Said parties do further create and establish a joint commission which shall be an agency and instrumentality of said Parish, City, School Board and State Board, to administer the terms of this Agreement. This joint commission shall be a body corporate with all rights, powers, privileges and immunities granted to political subdivisions of the State of Louisiana under the corporate name and style of the "Chennault Industrial Air Park Authority" (the "Authority").

Section 6. Agreement to Lease Land to Authority. It is understood and agreed that the respective parties hereto own immovable property situated at the Former Chennault Air Base in Lake Charles, Louisiana, as depicted on the plat entitled "Plat of Restricted Properties, Former Chennault Air Base, Lake Charles, Louisiana", dated December 6, 1986, and prepared by D. W. Jessen and Associates, filed for record in the records of Calcasieu Parish, Louisiana, bearing Clerk's File No. 1896318, said properties being designated thereon as follows:

- A. Parish: Item Nos. X, 9, Z and Tract 7
- B. City: Item Nos. 2, 5, 7-B, 8 and Y
- C. State Board: Item No. 4
- D. School Board: Item No. 6

It is further understood and agreed that immediately after the execution of this instrument, each respective party to this Agreement shall lease, by separate written instrument, all or such portion of their respective properties as they deem appropriate to the Authority to be administered and developed by it in accordance with the terms and conditions contained herein. In this lease, each party shall incorporate such terms and conditions as it deems appropriate and necessary, including, but not limited to the duration of the lease, reservation of mineral interest, consideration to be paid, if any, and the right to lease additional property as may be required by the Authority to carry out the intents and purposes of this instrument.

Section 7. Boundaries of District; Designated Areas.

(A) The boundaries of the special district as set forth herein shall be coterminous with the boundaries of the Parish of Calcasieu, Louisiana.

(B)(1) The Authority may, after notice and public hearing, establish project areas within the boundaries of the Authority which shall constitute bodies corporate in law and political subdivisions of the State of Louisiana

with all the rights and powers of political subdivisions, including but not limited to the power to incur debt, issue bonds, levy taxes, and to do and perform all acts in their corporate capacity as may be necessary or proper for the carrying out of the purposes for which said project areas are created. The governing body of the Authority shall be the governing body of any project areas so created.

(ii) Notice of intention to create, enlarge, or alter the boundaries of project areas shall be ordered by resolution of the Authority, shall state the boundaries proposed to be included in the project areas, and the time, date and place of public hearing. The notice shall be published in the official journal of the Authority once a week for two (2) successive weeks, the first publication being not less than fifteen (15) days before the date fixed for the hearing.

(iii) At the place and time specified in the notice, the Authority shall hear comments and objections regarding the proposed action, may change the boundaries of the project area and, if it approves the creation of the project area, shall adopt a resolution fixing the boundaries thereof and publish notice of the creation of the project area once in its official journal.

Section 8. Boundaries of Chennault Industrial Air Park. The boundaries of the industrial park over which the Authority shall exercise direct supervision and control for industrial and commercial development shall include any and all tracts or parcels of land which the Authority may acquire subsequent to the date hereof whether by lease, purchase, donation, expropriation or any other means of acquisition. These properties shall be collectively referred to herein as "Chennault".

Section 9. Special Delegation of Powers. The Authority is hereby delegated the following powers, authority and rights pertaining to industrial and commercial development of Chennault:

(a) The Authority shall have the complete power and authority relative to the regulation of commerce and industry at Chennault and will exercise its authority in such manner as may, in its judgment, be best for the public interest. The Authority will be charged with insuring the development of Chennault as an industrial park, and it will oversee the construction, acquisition, maintenance, operation and improvement of Chennault as an industrial park for economic development purposes within the meaning of R.S. 33:1332 and Acts 1986, No. 19.

(b) The power conferred upon the Authority as set forth herein shall include but is not necessarily limited to the construction, enlargement, improvement, maintenance and operation of runway systems, parking areas, hangars, control tower, air navigational facilities and all other facilities and buildings of every nature and kind necessary for the use and development of Chennault as an industrial park subject to the limitations set forth in subsection (f).

(c) The Authority may enter into cooperative endeavors with the Federal Government and the State of Louisiana and its various agencies, subdivisions and public bodies to provide for the development of Chennault as an industrial park, including but not limited to the establishment, maintenance and operation of an airport or landing field.

(d) The Authority may acquire land and servitudes necessary for the business of the district and may acquire industrial plant sites and necessary property or appurtenances therefor and may acquire or construct industrial plant buildings with necessary machinery and equipment anywhere within the district.

(e) It may lease or sublease, subject to the restrictions set forth in subsection (f), all or any portion of Chennault for processing, manufacturing, commercial and business purposes, lands or buildings owned, acquired or leased as lessee by it, which leases may run for any term not exceeding 40 years at a fixed rental, but may run for a term not exceeding 99 years provided such leases contain a clause or clauses for readjustment of the rentals upon the expiration of a primary term of 40 years. Leases of land, improvements and facilities by the Authority for industrial parks, industrial development and industrial inducement may be entered into for all or part of the property owned or leased

by the Authority without advertisement for bids or public bids and shall not be subject to the limitations of Chapters 2 and 4 of Title 2, Chapter 13 of Title 33 or Chapters 10 and 11 of Title 41 of the Louisiana Revised Statutes.

(f) The Authority shall not authorize or permit the development or construction of any improvements at Chennault in such a manner as to impede, inhibit or obstruct air traffic on or its approach to, the main runway or the taxiway immediately adjacent thereto or which will impede, inhibit or obstruct ground access to said main runway system across the existing parking aprons and the existing taxiway joining said parking aprons. Any lease or sublease granted by the Authority shall restrict the right of any lessee or sublessee to sublease or otherwise assign its interest in said lease agreement unless or until it first obtains the written consent of the Authority.

(g) The Authority may borrow from any person or corporation using or renting any land, building structure or other facility of the Authority, such sums as shall be necessary to improve the same according to plans and specifications approved by it, and it may erect and construct such improvements and agree that the loan therefor shall be liquidated by deducting from the rent or other charges payable for such property, a percentage thereof to be agreed on subject to any covenants or agreements made with the holders of revenue bonds issued by the Authority.

(h) The Authority may provide, on its own or by contract with any other political subdivision or agency of the State of Louisiana, utilities, including light, water and gas and police protection, for the property owned, leased or used by the Authority and all industrial facilities situated thereon. The Authority may make and collect reasonable charges for the use of all structures, works and facilities administered by it and for any and all services rendered by it.

(i) The Authority shall reasonably regulate fees and charges to be made by privately owned facilities for services located within the limits of Chennault when the same are offered for the use of the public.

(j) The Authority may mortgage properties constructed or acquired by it and may mortgage and pledge the rents, income and other advantages arising out of any lease or leases granted or assigned or subleased by it.

Section 10. Membership of Authority. (A) The governing body of the Authority shall be a Board of Commissioners ("Board") comprised of seven members who shall be appointed as follows: two members appointed by the Parish, two members appointed by the City, one member appointed by the School Board, and one member appointed by the State Board. The six members so appointed shall appoint by majority vote a seventh member. Each member of the Board shall be a citizen of the United States and a qualified voter domiciled in Calcasieu Parish during his term of office. Any person who is an elected public official or who is employed by the City, Parish or School Board shall not be qualified to serve as a member of the commission. The Board shall not conduct any business until all seven initial members have been appointed. (B) The Director of SOWELA Technical Institute of Lake Charles, Louisiana ("Director") shall be the appointee of the State Board on the Board and shall continue to serve as a member of the Board until he either resigns from his position as Director or is removed or replaced as Director by the State Board. In the event that the Director's position on the Board should become vacant by reason of death, resignation or otherwise, an interim successor member shall be appointed by the remaining members of the Board to serve as a member of the Board in place of the Director until the State Board appoints a new Director.

Section 11. Vacancy. Except for a vacancy in the position appointed by the State Board, any vacancies in the membership of the Board occurring by reason of the expiration of the terms for which appointed or by reason of death, resignation or otherwise, shall be filled by the party responsible for the appointment of such member within thirty days of receipt by such party of written notification of the vacancy. In the event that the party responsible for the appointment of such member fails to fill the vacancy within thirty days of the vacancy, the Board shall appoint an interim successor to serve on the Board until the position is filled by the party responsible therefor. If the Board fails to fill a vacancy in its appointed position within thirty days, the

Parish, City, School Board and State Board, by joint resolution, shall appoint an interim successor to serve on the Board until the position is filled by the Board.

Section 12. Term. The members appointed by the Parish, City and School Board shall serve overlapping terms as follows: the one member appointed by the Parish and by the City shall be appointed for an initial term of three years, one member appointed by the Parish and the City shall be appointed for an initial term of two years, and the members appointed by the School Board and the at large member shall serve an initial term of one year. At the expiration of their respective terms, successors shall be appointed by the Parish, City, School Board and the members themselves, as provided for herein for a term of four years.

In the event that for any reason the Parish, City or School Board should fail to appoint a successor member after the expiration of his term, then the respective member whose term would have otherwise expired shall continue as a member of the Board until such time as his successor is appointed.

Section 13. Removal. Any member of the Board may be removed by the party which has appointed him, but only for just cause and on charges preferred against him in writing and after public hearing; provided that any member so removed shall have the right to appeal his removal to a Court of competent jurisdiction within 10 days of the decision of the appointing authority ordering his removal.

Section 14. Compensation; Other Personnel. The members of the Board shall serve without compensation and shall have the power to organize and reorganize executive, clerical and other departments and forces of the Authority and to fix the duties, powers, compensation and term of employment of all agents and employees of the Authority. The Board may reimburse any member for expenses actually incurred in the performance of his duties hereunder.

Section 15. Officers; Meeting; Quorum and Rules of Procedure; Domicile.

(A) The members shall elect from the membership for a one year term a president, vice president, a secretary and a treasurer whose duties shall be those usual to such offices. At the option of the Board, the offices of the secretary and treasurer may be held by one person. No member shall be elected to serve for more than two successive terms in any office.

(B) The Board shall meet in regular session not less than once each month and shall also meet in special session as often as the president of the Board convenes them or on written request of four members.

(C) Four members of the Board shall constitute a quorum, provided however, that no action of the Board shall be authorized unless approved by a majority of four votes in an open public meeting.

(D) The Board shall prescribe rules of procedure to govern its meetings.

(E) The Authority and its Board shall be domiciled in Calcasieu Parish, Louisiana and shall maintain suitable offices in said Parish.

Section 16. Taxes; Payment of Bonds:

(a) This Authority shall constitute and be vested with the powers of industrial districts as provided by R.S. 39:551.2 and R.S. 39:551.3.

(b) The Authority shall have, specifically, the power to issue, in its corporate name and on its own behalf as now or hereafter authorized by law, revenue and/or general obligation bonds to finance the cost of construction, acquisition and improvement of the land and facilities of the Authority, provided, however, that any general obligation bond issued hereunder shall first be approved by a majority of the qualified electors voting in an election called for such purpose under the Louisiana Election Code.

(c) The Authority may borrow funds, issue certificates of indebtedness and may levy and collect ad valorem taxes to pay for the expenses of the Authority including expenses incurred for the operation, acquisition, development and

maintenance of industrial properties and the improvements located thereon, for the repayment of bonds or other obligations issued by it as permitted by law and for the operation of the Authority provided however that any ad valorem tax levied by the Authority for any purpose whatsoever must first be approved by a majority of the qualified electors voting in an election called for such purpose under the Louisiana Election Code.

(d) Any ad valorem taxes levied by the Authority shall be levied, assessed and collected on all property subject to taxation within the boundaries of the Authority under the same methods, terms and conditions and at the same time as parish taxes are levied, assessed and collected; these taxes shall be secured by the same liens upon the property subject to taxation within the district as taxes for the parish purposes; the property subject to any taxes within said district shall be sold for failure to pay the same in the same manner as property is sold for delinquent parish ad valorem taxes under the laws of the state.

Section 17. Construction of Works of Public Improvement. The Authority may make or construct any works of public improvement and anything in connection herewith that may be necessary or useful for the business of the Authority; it may purchase machinery, materials, supplies and equipment for performing such work, and supervise the making of the same, or make and construct such works through contracts with others; and generally it may do all other acts necessary or proper to carry out the powers hereby vested with regard to such works of public improvement.

Section 18. Contracts. All public works exceeding the contract limit and all purchases of materials or supplies exceeding the limit provided in LA R.S. 38:2212 shall be let by contract to the lowest responsible bidder in accordance with Chapter 10 of Title 38 of the Louisiana Revised Statutes. The Authority may, however, adopt all or any part of the Louisiana Procurement Code and its accompanying regulations, in lieu of the foregoing.

Section 19. Examination and Investigations; Annual Report and Budget. The Authority shall examine and investigate all questions relating to the interest and welfare of the operation of the Authority. It shall control and regulate the same, make an annual report to the parties hereto showing (1) an audited financial statement, including a statement of receipts and disbursements, prepared by a certified public accountant in accordance with generally accepted accounting principles; (2) a statement setting forth the nature of the operations of the Authority for the preceding year which shall also include a description of the general condition of the industrial park and its buildings, structures, facilities and other properties; (3) a budget for the forthcoming accounting year prepared in accordance with the Louisiana Local Government Budget Act (39:1301 et. seq.); and (4) a statement of recommendations for the development and welfare of the industrial park and its management as may seem advisable. A copy of this report shall be promptly published in the official journal of the Authority.

Section 20. Term of Agreement and Division of Funds at Termination.

(a) This Agreement and the Authority created hereby shall continue for an initial term of 99 years or until all bonds, including refunding bonds issued by such Authority or by the Parish or the City pursuant to this Agreement have been finally paid and discharged, whichever is later.

(b) At the termination of this Agreement, by lapse of time or otherwise, a determination shall be made of all debts and obligations of the Authority, direct and contingent in accordance with generally accepted accounting principles. All such debts and all obligations shall either be paid or a reserve for payment shall be established. Nothing herein shall be construed to require the prepayment or acceleration of maturity of any debt or obligation then owed by the Authority. The balance of the funds remaining shall be distributed to the parties hereto in accordance with the percentages of distribution set forth in Section 20.

Section 20. Division of Excess Fund Balance.

(A) The term "excess fund balance" as used herein shall mean: That portion of the Authority's total fund balance, represented by all assets under

the control of the Authority, which is not required to meet the current or anticipated expenses of the Authority in the discharge of its responsibility to manage, develop, maintain and operate Chennault as an industrial air park. Nothing herein shall authorize or require the distribution of any funds which have been dedicated to retire any debt or obligations of the Authority under the terms of any ad valorem tax assessment or any bond indenture agreement.

(B) Within 30 days after receipt of the annual report described in Section 19 above, any party to this Agreement may petition the Authority for distribution of the excess fund balance to all parties in accordance with the percentages to be computed as follows: (i) a first determination shall be made of the total acreage leased to the Authority by the parties hereto; (ii) then the acreage amount leased by the Parish, City, School Board and State Board shall be divided by this total acreage figure; and (iii) the resulting percentage, rounded to the nearest hundredth, shall serve as the basis for allocating the sums due said parties as set forth herein.

(C) The Authority shall not be required to distribute any portion of the excess fund balance if such a distribution would adversely affect its ability to carry out and perform the functions and powers conferred on it under the terms of this Agreement.

(D) Within 15 days of receipt of a petition for distribution of the excess fund balance as set forth above the Authority shall meet in regular or special session to determine whether or not all or any portion of the excess fund balance should be so distributed. At this meeting, members of the public and representatives of any party hereto may appear and give testimony as to whether or not such a distribution of surplus would adversely affect the ability of the Authority to carry out and perform the functions and powers conferred on it under the terms of this Agreement.

(E) In the event that the Authority determines that such a distribution of the excess fund balance would adversely affect the ability of the Authority to carry out and perform the functions and powers conferred on it under the terms of this Agreement, then the Authority shall adopt a resolution to that effect and shall state therein the reasons therefor in detail and deliver a certified copy of that resolution to each party to this Agreement in the following manner:

- (i) Parish: Parish Administrator
1015 Pithon
Lake Charles, LA 70601
- (ii) City: Mayor
City of Lake Charles
Lake Charles City Hall
P. O. Box 1178
Lake Charles, LA 70602
- (iii) School Board: Superintendent
Calcasieu Parish School Board
1724 Kirkman Street
Lake Charles, LA 70601
- (iv) State Board: President
Board of Elementary & Secondary Education
P. O. Box 94064
Baton Rouge, LA 70804-9064

(F) Within 30 days after the adoption of a resolution denying a petition for distribution of the excess fund balance as set forth herein, any party to this Agreement shall have the right to petition a Court of competent jurisdiction to review this resolution and determine whether or not such a distribution of the excess fund balance would in fact adversely affect the ability of the Authority to carry out and perform the functions and powers conferred on it under the terms of this Agreement. During this 30 day period and until the decision of this Court becomes final, the Authority shall not make any expenditure out of the excess fund balance unless all parties to this Agreement give their written consent.

Section 22. Sale of Property. The Authority shall not have the authority to sell any property leased to it by any party hereto. The Authority may sell by written public bid to the highest bidder any property, or portions thereof, including immovable property which the Authority acquires subsequent to the execution of this Agreement provided it is the opinion of the Authority that such property is not needed for industrial development or any other public purposes. However, if such property has been previously been taken by expropriation then the previous property owner shall be first given a prior opportunity to repurchase the property at the current appraised market value. Notice of the proposed sale including advertisements for bids and the minimum price and terms of the sale shall be advertised in the official journal. The advertisement shall be published three times within 10 days, the last advertisement to appear at least 10 days before the day that bids will be received. If after the advertisement for bids there are no bids received or the bids received are unreasonably low, as determined by a majority vote of the Board, then the Authority may negotiate the sale of such property at fair market value to be agreed upon by a majority vote of the Board. In no instance may the property be transferred by donation or sold for less than the highest bid if unreasonably low bids were received.

Section 23. No Donation. It is understood and agreed by and between the parties to this Agreement that no provision herein will have the effect of providing for a donation, in whole or in part, of the public funds or services of one Parish, municipality or political subdivision for the benefit of another.

Section 24. Acquisition of Lands. The Authority may acquire by purchase, donation, expropriation, lease or otherwise any and all lands needed in order to carry out the powers and functions of the Authority as set forth herein.

Section 25. Collection of Taxes. The sheriff and ex-officio tax collector for the Parish of Calcasieu shall be the collector ad valorem taxes levied by the Authority in the same manner and for the same charges as are provided by law for the collection of parish ad valorem taxes.

Section 26. Records of Account. Until such time as the Authority has sufficient funds to establish and maintain its own accounting and recordkeeping department, the City agrees that the Department of Finance of the City will maintain the Authority's books, records, and accounts.

Section 27. Bond Holders. The terms and provisions of this Agreement are intended to, and may be relied upon by the purchasers and holders of any bonds of the Authority, including general obligation and revenue bonds which may be issued from time to time, and accordingly, this Agreement is intended to be and shall constitute a contract between the holders of the bonds and the parties hereto.

Section 28. Amendments. The parties hereto may amend this Agreement at any time by mutual consent, to modify, clarify, add or remove any term or condition of this Agreement provided however that no amendment shall be made to this Agreement which shall have the effect of impairing the security for the payment of any bonds of the Authority nor any contract, including a lease or sublease, obligation, or covenant of the Authority entered into for the purpose of carrying out the intention and purpose of this Agreement.

Section 29. Delegation of Authority. Rights of the Authority delegated to it and authorized hereunder may be assigned by the Authority to a trustee bank or other institution having trust powers as provided for in any resolution providing for the issuance of industrial development bonds.

Section 30. Effect of this Agreement. This Agreement shall be effective on the date that all parties hereto execute this Agreement provided however that (i) the lease of lands as set forth herein in Section 6 shall not become effective unless and until the Authority agrees to accept and administer same in accordance with the terms and conditions set forth herein and the restrictions imposed by the United States regarding the use, conveyance or encumbrance of said properties are released; and (ii) any power granted to the Authority under the provisions of this Agreement which are contrary to or not authorized by law shall not be effective unless and until such time as the exercise of such powers are permitted by law.

Section 31. Invalidation. If any provision, item, application, or part of this Agreement is held invalid, such invalidity shall not affect other provisions, items, or applications, or parts of this Agreement which can be given effect without the invalid provisions, items, applications, or parts, and to this end the provisions of this Agreement are hereby declared to be severable.

THIS DONE AND PASSED in Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on the 16th day of June, 1986.

WITNESSES:

Don Manuel
Lute Abolton

PARISH OF CALCASIEU, LOUISIANA

BY: Jan H. Shook
President

CITY OF LAKE CHARLES, LOUISIANA

BY: Edward A. Walker
Mayor

CALCASIEU PARISH SCHOOL BOARD

BY: John M. Falgout
President

BEFORE ME: Randall E. Roan
NOTARY PUBLIC

THIS DONE AND PASSED in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on the 17 day of June, 1986.

WITNESSES:

~~XXXXXXXXXXXXXXXXXXXX~~
Fraig A. Luscombe
Eileen Russell

STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION

BY: John Roy Landry
President

BEFORE ME: James Carl Haddiscoe
NOTARY PUBLIC

RESOLUTION

569

A RESOLUTION authorizing the President of the Police Jury of Calcasieu Parish, Louisiana, to enter into an intergovernmental contract and local services agreement with the City of Lake Charles, the Calcasieu Parish School Board, and the State Board of Elementary and Secondary Education, creating and establishing a special district for the development of the properties at Chennault Air Force Base for industrial and commercial purposes and providing for the creation of a joint commission to administer said properties and the terms and conditions of said agreement.

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in regular session on the 5th day of June, 1986, that:

Section 1. The Police Jury of Calcasieu Parish, Louisiana, does hereby adopt, accept and approve the intergovernmental contract and local services agreement filed with the Office of the Parish Secretary designated as "Final Draft", bearing the date April 29, 1986, together with all of the provisions thereof, a copy of which is attached hereto and made a part hereof, and does further hereby authorize, empower and direct the President of the Police Jury to execute said contract for and on behalf of and for the use and benefit of the Police Jury and to incorporate therein the amendments to Section 26 (E) providing for an equal division of any excess funds between the parties thereto.

Section 2. The President of the Police Jury is further authorized to incorporate into this agreement such amendments to Section 14 thereof regarding special delegations of powers and Section 21 regarding taxes and payments of bonds as may be necessary to insure that the joint commission created under the authority of said agreement can exercise all powers and authority provided by State law for industrial and commercial development of the properties at the Chennault Industrial Air Park and such other items and conditions as the President, in his sole discretion, may deem necessary and appropriate in order to protect and preserve the interest of the Police Jury of Calcasieu Parish, Louisiana, under the terms of said agreement.

PASSED AND ADOPTED on this 5th day of June, 1986.

CERTIFICATE

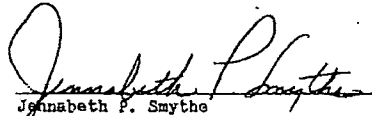
STATE OF LOUISIANA :

PARISH OF CALCASIEU :

I, Jennabeth P. Smythe, do hereby certify that I am the duly qualified and acting Parish Secretary of the Police Jury of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of resolution adopted at a meeting of the Police Jury of said Parish held on the 5th day of June, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Police Jury this 6th day of June, 1986.


Jennabeth P. Smythe
Parish Secretary

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ORDINANCE NO. 7269

AN ORDINANCE authorizing the Mayor of the City of Lake Charles to enter into an intergovernmental contract and local services agreement with the Parish of Calcasieu, through the Police Jury as the governing body thereof, the Calcasieu Parish School Board and the State Board of Elementary and Secondary Education, creating and establishing a special district for the development of the properties at Chennault Air Force Base for industrial and commercial purposes and providing for the creation of a joint commission to administer said properties and the terms and conditions of said agreement.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CHARLES, LOUISIANA, in regular session convened, that:

SECTION 1: The City Council does hereby adopt, accept and approve the intergovernmental contract and local services agreement filed with the Office of the Clerk of the Council designated as "Final Draft", bearing the date April 29, 1986, together with all of the provisions thereof, a copy of which is attached hereto and made a part hereof, and does further hereby authorize, empower and direct the Mayor of the City of Lake Charles, Louisiana, to execute said contract for and on behalf of and for the use and benefit of the City of Lake Charles and to incorporate therein the amendments to Section 26(E) providing for an equal division of any excess funds between the parties thereto.

SECTION 2: The Mayor of the City of Lake Charles is further authorized to incorporate into this agreement such amendments to Section 14 thereof regarding special delegations of powers and Section 21 regarding taxes and payments of bonds as may be necessary to insure that the joint commission created under the authority of said agreement can exercise all powers and authority provided by State law for industrial and commercial development of the properties at the Chennault industrial air park and such other terms and conditions as the Mayor, in his sole discretion, may deem necessary and appropriate in order to protect and preserve the interest of the City of Lake Charles under the terms of said agreement.

PASSED AND ADOPTED at Lake Charles, Louisiana, on this the 7th day of May, 1986.

Charles E. MacPherson
CHARLES E. MACPHERSON
PRESIDENT OF THE COUNCIL

ATTEST:
Elizabeth Eastman
ELIZABETH EASTMAN
CLERK OF THE COUNCIL

APPROVED by the Mayor on this the 9th day of May, 1986.


Ed Watson
ED WATSON
MAYOR OF THE CITY OF
LAKE CHARLES, LOUISIANA

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

I, ELIZABETH EASTMAN, do hereby certify that I am
the duly qualified and acting Clerk of the Council of the
City of Lake Charles, Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a
true and correct copy of an ordinance adopted at a meeting
of the City Council of said City, held on the 7th
day of July, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my
official signature and impressed hereon the official seal
of said City, this 3rd day of June,
1986.


ELIZABETH EASTMAN
CLERK OF THE COUNCIL

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CALCASIEU PARISH SCHOOL BOARD

R E S O L U T I O N

A Resolution authorizing the President of the Calcasieu Parish School Board to enter into an intergovernmental contract and local services agreement with the City of Lake Charles, the Police Jury of Calcasieu Parish, Louisiana, and the State Board of Elementary and Secondary Education, creating and establishing a special district for the development of the properties at Chennault Air Force Base for industrial and commercial purposes and providing for the creation of a joint commission to administer said properties and the terms and conditions of said agreement.

BE IT RESOLVED BY THE CALCASIEU PARISH SCHOOL BOARD convened in special session on the 12th day of June, 1986, that:

SECTION 1. The Calcasieu Parish School Board does hereby adopt, accept and approve the intergovernmental contract and local services agreement filed with the Office of the Superintendent of Schools, together with all of the provisions thereof and does further hereby authorize, empower and direct the President of the Calcasieu Parish School Board to execute said contract for and on behalf of and for the use and benefit of the Calcasieu Parish School Board.

SECTION 2. The President of the Calcasieu Parish School Board is hereby authorized to lease to the Chennault Industrial Air Park Authority for a period of 99 years, the property hereinafter described as Tract 1 and to grant the Authority an option to lease the property hereinafter described as Tract 2, all on the terms and conditions as more particularly set forth in the Intergovernmental Contract and Local Services Agreement referred to above, said property being more particularly described as follows:

Tract 1: For a point of commencement begin at Point "A", as shown on the plat of survey of "Boundary Agreement of CAFB" by D. W. Jessen & Associates, Civil Engineers, Lake Charles, Louisiana, dated August 7, 1973, and filed in Plat Book 23 at page 20, et seq., Records of Calcasieu Parish, Louisiana, thence South 45° 28' 31" West 2678.65 feet, thence North 89° 35' 07" West 268.2 feet; thence South 0° 24' 53" West 320.7 feet, thence South 44° 43' 07" East 119.1 feet to the point of commencement:

Thence South 6° 22' 22" East 1394.6 feet;
Thence North 44° 32' 29" West 1096.43 feet;
Thence North 45° 27' 31" East 861.83 feet to the point of commencement, containing 10.85 acres.

Tract 2: For a point of commencement begin at Point "A", as shown on the plat of survey of "Boundary Agreement of CAFB" by D. W. Jessen & Associates, Civil Engineers, Lake Charles, Louisiana, dated August 7, 1973, and filed in Plat Book 23 at page 20, et seq., Records of Calcasieu Parish, Louisiana, thence South 45° 28' 31" West 2678.65 feet, thence North 89° 35' 07" West 268.2 feet; thence South 0° 24' 53" West 320.7 feet, thence South 44° 43' 07" East 119.1 feet, thence South 45° 27' 31" West 861.83 feet to the point of commencement;

Thence South 45° 27' 31" West 442.0 feet;
Thence South 44° 32' 29" East 1096.54 feet;
Thence North 45° 26' 38" East 442.0 feet;
Thence North 44° 32' 29" West 1096.43 feet to the point of commencement, containing 11.13 acres.

SECTION 3. The President of the Calcasieu Parish School Board is further authorized to incorporate into this agreement such other items and conditions as the President, in his sole discretion, may deem necessary appropriate in order to protect and preserve the interest of the Calcasieu Parish School Board, under the terms of said agreement.

PASSED AND ADOPTED on this 12th day of June, 1986.

* * * * *

C E R T I F I C A T E

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

I, BILLY J. MOSES, do hereby certify that I am the duly qualified Secretary of the Calcasieu Parish School Board of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of resolution adopted at a meeting of the Calcasieu Parish School Board held on the 12th day of June, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Calcasieu Parish School Board this 12th day of June, 1986.

Billy J. Moses
BILLY J. MOSES, Secretary
Calcasieu Parish School Board

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Calcasieu Parish Schools

JOHN M. FALGOUT
PRESIDENT

BILLY J. MOSES
Superintendent

FRANK W. JERNIGAN, Jr.
VICE PRESIDENT

C E R T I F I C A T E

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

I, BILLY J. MOSES, do hereby certify that I am the duly qualified Secretary of the Calcasieu Parish School Board of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of resolution adopted at a meeting of the Calcasieu Parish School Board held on the 12th day of June, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Calcasieu parish School Board this 12th day of June, 1986.

Billy J. Moses
BILLY J. MOSES, Secretary
Calcasieu Parish School Board

BOARD MEMBERS

DISTRICT 12 Glynn Broussard	DISTRICT 4 William J. Casey	DISTRICT 2 Warren H. Combre	DISTRICT 1 John R. Denison	DISTRICT 11 W. A. Hanna	DISTRICT 5 Mrs. Belyin (Carolyn) Fontenot	
DISTRICT 8 Dale B. Bernard	DISTRICT 10 Jack M. Marcantel	DISTRICT 9 Robert LeTard	DISTRICT 14 Elroy T. Victorlan	DISTRICT 13 Vic Stoffy	DISTRICT 6 Vernon E. Keating	DISTRICT 3 Rev. V. E. Washington

Administrative Office 1724 Kirkman • P.O. Box 800, Lake Charles, La. 70602 • Phone (318) 433-6321

RESOLUTION OF THE LOUISIANA BOARD OF
ELEMENTARY AND SECONDARY EDUCATION
AUTHORIZING THE PRESIDENT TO EXECUTE AN
INTERGOVERNMENTAL CONTRACT AND LOCAL
SERVICES AGREEMENT AND RATIFYING THE
ACTION OF THE PRESIDENT IN EXECUTING
SAME

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WHEREAS, Act No. 19 of the 1986 Regular Session of the Louisiana Legislature (hereinafter referred to as "Act 19 of 1986") authorized the Board of Elementary and Secondary Education (hereinafter referred to as "BESE") in conjunction with the governing authority of the City of Lake Charles (hereinafter referred to as "City"), the Calcasieu Parish Police Jury (hereinafter referred to as the "Parish") and the Calcasieu Parish School Board (hereinafter referred to as the "School Board") to create by local services agreement and intergovernmental contract (hereinafter referred to as the "intergovernmental contract") a special district to be designated as the Chennault Industrial Air Park Authority (hereinafter referred to as the "Authority");and

WHEREAS, Act 19 of 1986 provided that the Parish, City, School Board and BESE in said contract may authorize and empower the authority, acting through the Authority to have and exercise all powers of a political subdivision and to designate said powers; and

WHEREAS, BESE was authorized, notwithstanding any other provision of law to the contrary, to lease all or any portion of the land owned by it at Chennault and to thereby subject its property to the jurisdiction and control of the Authority for all purposes, including industrial and commercial development, on the terms and conditions mutually agreed upon by the Parish, School Board, City and BESE; and

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WHEREAS, on June 17, 1986, the President of the State Board of Elementary and Secondary Education did sign an Intergovernmental Contract and Local Services Agreement by and between the Parish, City, School Board and BESE creating the Chennault Industrial Air Park Authority; and

WHEREAS, the said Intergovernmental Contract does set forth the boundaries of the special district, the delegation of powers to the Authority, the membership of the authority, the terms of office of the members of the authority and such other terms and conditions as authorized by Act 19 of 1986; and

WHEREAS, the said Intergovernmental Contract further contains an agreement by BESE to lease Item No. 4 as depicted on the plat entitled "Plat of Restricted Properties, Former Chennault Air Base in Lake Charles, Louisiana," dated December 6, 1985, and prepared by D. W. Jessen and Associates, filed for record in the records of Calcasieu Parish, Louisiana, bearing Clerk's File No. 1896318, said lease to incorporate such terms and conditions as BESE deems appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION:

Section 1. The President of BESE is hereby authorized and empowered to enter into that certain Intergovernmental Contract and Local Services Agreement signed on June 17, 1986, by and between BESE, the City, Parish and School Board creating the Chennault Industrial Air Park Authority and designating the powers thereof, and further providing for the agreement to lease certain property described as Item No. 4 as depicted on the plat entitled "Plat of Restricted Properties, Former Chennault Air Base, Lake Charles, Louisiana", dated December 6, 1985, and prepared by D. W. Jessen and Associates; filed for

record in the records of Calcasieu Parish, Louisiana, bearing Clerk's File No. 1896318, said Intergovernmental Contract containing such terms and conditions as authorized by Act 19 of 1986.

Section 2. The Board does hereby ratify and confirm the actions of the President in signing the said Intergovernmental Contract and Local Services Agreement on June 17, 1986.

Section 3. This Resolution shall become effective immediately upon its adoption.

This Resolution was declared adopted on this 8/28 day of August, 1986.

CERTIFICATE

I, Marie Louise Fullmer, the duly authorized Secretary of the State Board of Elementary and Secondary Education, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a regular meeting of the State Board of Elementary and Secondary Education, duly and legally called, convened and held on the 8/28 day of August, 1986, at which a quorum was present and voting and that the resolution is still in effect and has not been rescinded or revoked.

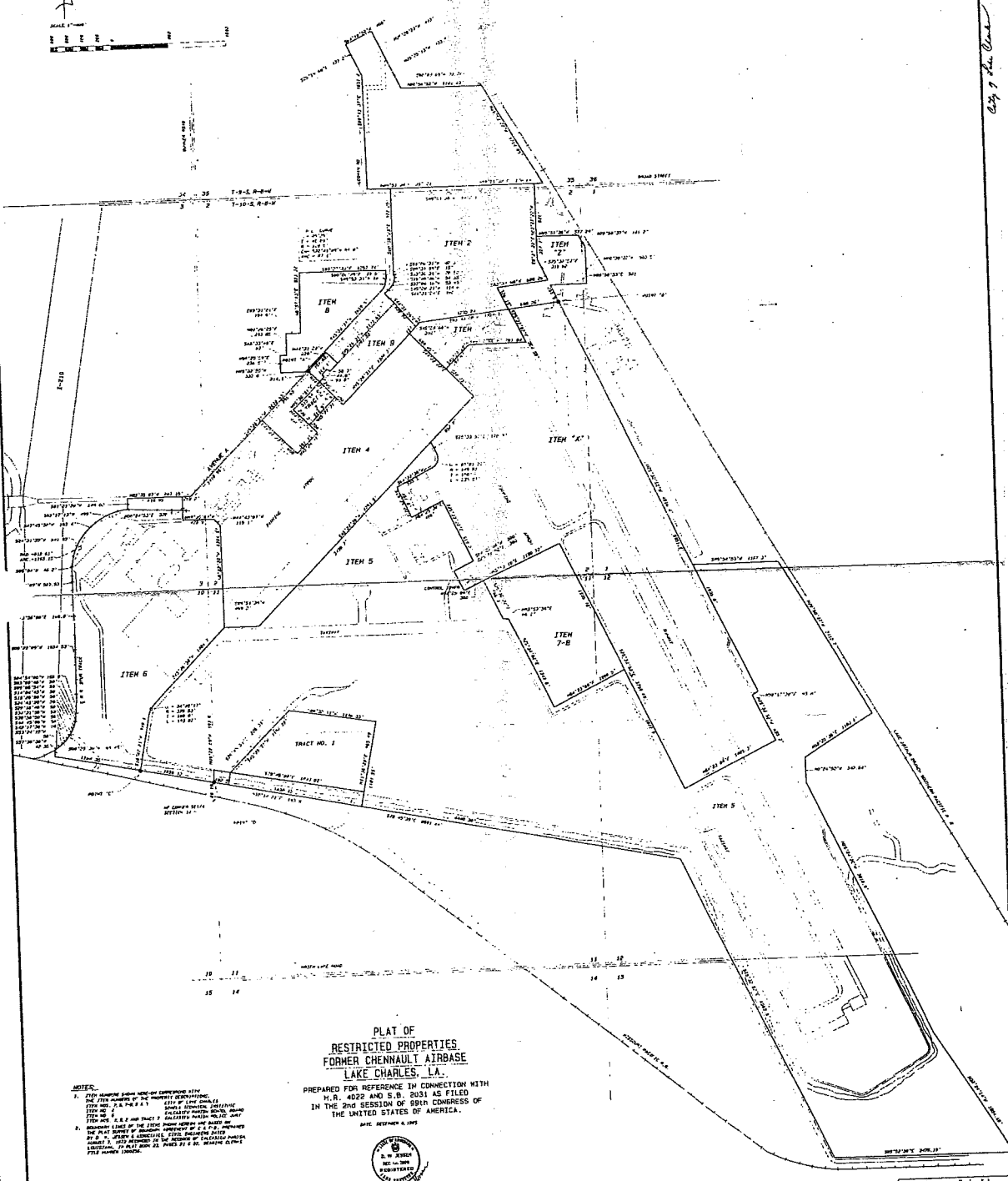
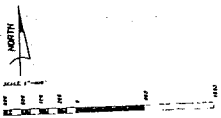
Marie Louise Fullmer

Recorded October 10, 1986

Victor Hillman

Clerk of Court & Ex
Officio Recorder

100-3-PP-2
100-3-PP-2



**PLAT OF
RESTRICTED PROPERTIES
FORMER CHENNAULT AIRBASE
LAKE CHARLES, LA.**

PREPARED FOR REFERENCE IN CONNECTION WITH
H.R. 4022 AND S.B. 2051 AS FILED
IN THE 2ND SESSION OF 80TH CONGRESS OF
THE UNITED STATES OF AMERICA.

MAY, 1927

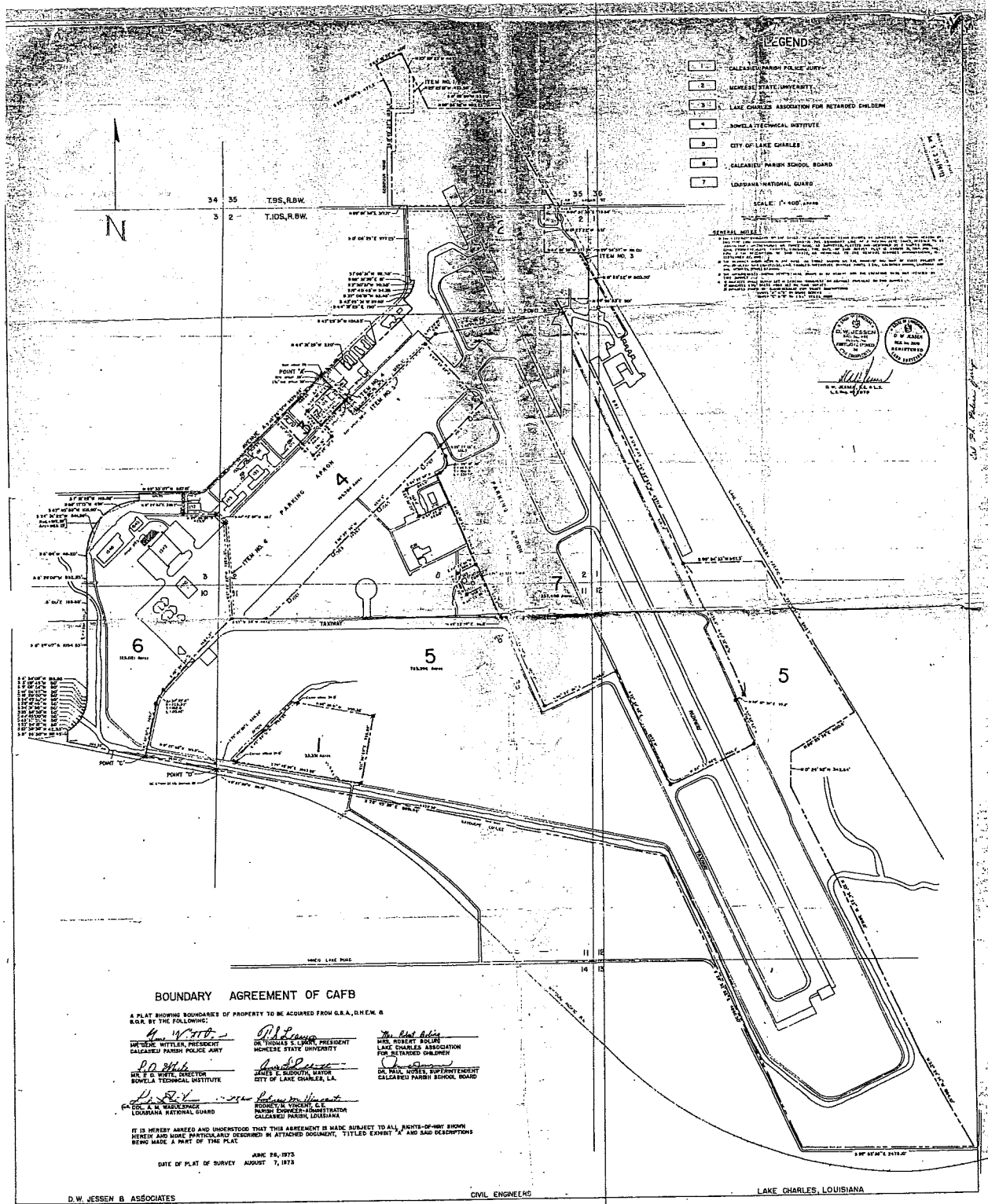


D. W. JESSEN & ASSOCIATES

CIVIL ENGINEERS

LAKE CHARLES, LOUISIANA

COPY 7 1/2" x 11" 11/20/27



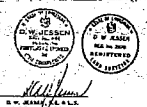
LEGEND

- 1 CALCASIEU PARISH POLICE JURY
- 2 MCNEESE STATE UNIVERSITY
- 3 LAKE CHARLES ASSOCIATION FOR RETARDED CHILDREN
- 4 BOWDLER TECHNICAL INSTITUTE
- 5 CITY OF LAKE CHARLES
- 6 CALCASIEU PARISH SCHOOL BOARD
- 7 LOUISIANA NATIONAL GUARD

SCALE: 1" = 400' APPROX

GENERAL NOTES:

1. THIS PLAT IS A PART OF A SURVEY MADE BY D.W. JESSEN & ASSOCIATES, CIVIL ENGINEERS, LAKE CHARLES, LOUISIANA, ON AUGUST 7, 1973.
2. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A SURVEY MADE BY D.W. JESSEN & ASSOCIATES, CIVIL ENGINEERS, LAKE CHARLES, LOUISIANA, ON AUGUST 7, 1973.
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7. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A SURVEY MADE BY D.W. JESSEN & ASSOCIATES, CIVIL ENGINEERS, LAKE CHARLES, LOUISIANA, ON AUGUST 7, 1973.



BOUNDARY AGREEMENT OF CAFB

A PLAT SHOWING BOUNDARIES OF PROPERTY TO BE ACQUIRED FROM G.E.A., D.H.E.M. & S.G.R. BY THE FOLLOWING:

<i>[Signature]</i> MURDRE WITTEK, PRESIDENT CALCASIEU PARISH POLICE JURY	<i>[Signature]</i> DR. THOMAS S. JENK, PRESIDENT MCNEESE STATE UNIVERSITY	<i>[Signature]</i> MR. ROBERT BOLDS LAKE CHARLES ASSOCIATION FOR RETARDED CHILDREN
<i>[Signature]</i> MR. E. G. WITTE, DIRECTOR BOWDLER TECHNICAL INSTITUTE	<i>[Signature]</i> JAMES E. BUDDOVA, MAYOR CITY OF LAKE CHARLES, LA.	<i>[Signature]</i> DR. PAUL WILES, SUPERINTENDENT CALCASIEU PARISH SCHOOL BOARD
<i>[Signature]</i> GEO. A. M. WARDENFORD LOUISIANA NATIONAL GUARD	<i>[Signature]</i> ROBERT W. VINCENT, C.E. PARISH ENGINEER-IN-CHARGE CALCASIEU PARISH, LOUISIANA	

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS AGREEMENT IS MADE SUBJECT TO ALL RIGHTS-OF-WAY SHOWN HEREIN AND MORE PARTICULARLY DESCRIBED IN ATTACHED DOCUMENT, TITLED EXHIBIT "A" AND SAID DESCRIPTIONS BEING MADE A PART OF THE PLAT.

JUNE 25, 1973
DATE OF PLAT OF SURVEY AUGUST 7, 1973

D.W. JESSEN & ASSOCIATES

CIVIL ENGINEERS

LAKE CHARLES, LOUISIANA

\$ 40.00
5.00
Cng

STATE OF LOUISIANA

AMENDMENT TO LEASE

PARISH OF CALCASIEU

BE IT KNOWN, that before the undersigned Notaries Public and in the presence of the undersigned competent witnesses personally appeared:

Calcasieu Parish Police Jury, referred to herein as "Police Jury," through its President, Charles S. Mackey, D.D.S., who is authorized to act herein pursuant to a resolution adopted by the Police Jury on Thursday, January 20, 2000, a certified copy of which is attached to and made a part of this Amendment to Lease; and

Chennault International Airport Authority, referred to herein as "Authority," through its President, Willie King, who is authorized to act herein pursuant to a resolution adopted by the Board of Commissioners of the Authority on January 4, 2000, a certified copy of which is attached to and made a part of this Amendment to Lease.

Both parties, after being duly sworn, declared that on behalf of their respective agencies they enter into this Amendment of Lease which amends a lease between the Police Jury and the Authority, which was executed by David Abshire, President of the Police Jury, on March 11, 1999, and by Willie King, President of the Authority, on March 12, 1999. This lease is referred to as the "Original Lease."

Paragraph (1) of the Original Lease is amended to include the following described property in addition to that described in the original paragraph (1) of the Original Lease:

A tract of land in Section 1, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, said tract being more particularly described as follows:

Beginning at a point that is located S 25° 32' 52" E 1440.54 feet from point "B" as shown on the plat of survey of "Boundary Agreement of CAFB" by D. W. Jessen & Associates, Inc., Civil Engineers, Lake Charles, Louisiana, dated August 7, 1973, and filed in Plat 23, Page 20, et. seq., records of Calcasieu Parish, Louisiana;

Thence N 64° 27' 08" E 473.2 feet; Thence N 25° 53' 02" W 97.7 feet; Thence N 56° 33' 12" E 140.9 feet; Thence S 30° 30' 56" E 117.5 feet; Thence N 64° 27' 08" E 148.8 feet; Thence N 30° 30' 52" E 819.75 feet; Thence N 59° 48' 55" E 52.78 feet; Thence S 60° 06' 14" E 3926.0 feet; Thence S 89° 54' 53" E 1167.3 feet; Thence N 25° 32' 52" W 2574.3 feet to the point of beginning and containing 62 acres, more or less.

This tract is shown on that plat by Webb Engineering and Surveying, Inc., dated December 7, 1999, attached to and made a part hereof as "Exhibit "A."

2490877

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CALCASIEU PARISH, LA.

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BOOK 2799 PAGE 602

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Paragraph (3) of the Original Lease is deleted in its entirety and is replaced by the following new Paragraph (3):

(3)

In consideration of this lease, the Authority agrees to pay up to \$100,000.00 toward the cost of environmental cleanup and remediation, including engineering services as well as testing and disposal costs.

Paragraph (5) of the Original Lease is deleted in its entirety and replaced by the following new Paragraph (5):

(5)

The Authority shall be responsible for modifying fencing and gates to provide adequate airfield security.

Except for the amendments shown herein, the Original Lease remains in full force and effect.

THUS DONE AND SIGNED, on this 17th day of February, 2000, in Lake

Charles, Louisiana.

WITNESSES:

CALCASIEU PARISH POLICE JURY

Melissa Kelley
Janifer Madala

BY: Charles S. Mackey
CHARLES S. MACKAY, D.D.S., President

Celeste A. Clark

NOTARY PUBLIC

WITNESSES:


CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

Gwendolyn C. Cimin
George H. Hays

BY: Willie King
WILLIE KING, President

[Signature]
NOTARY PUBLIC

CONVEYANCE
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2799 603

PARISH OF  CALCASIEU
 State of Louisiana
 RESOLUTION

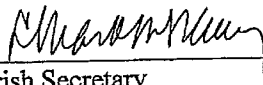
BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, in regular session convened on the 20th day of January, 2000, that it does hereby approve an amendment to the lease between the Police Jury and Chennault International Airport Authority providing for the lease of additional property.

BE IT FURTHER RESOLVED that the President of the Police Jury is authorized to execute all documents related thereto.

THUS PASSED AND ADOPTED on the date above inscribed.

CERTIFICATE

I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of a resolution, adopted by the Police Jury of Calcasieu Parish, Louisiana, convened in regular session on the 20th day of January, 2000.


 Parish Secretary

RESOLUTION

**A RESOLUTION TO AUTHORIZING THE
PRESIDENT TO SIGN AN AMENDMENT
TO THE LEASE WITH THE CALCASIEU
PARISH POLICE JURY.**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CHENNAULT INTERNATIONAL AIRPORT AUTHORITY, convened in Regular Session on the 4th day of January 2000 with a quorum present and voting that,

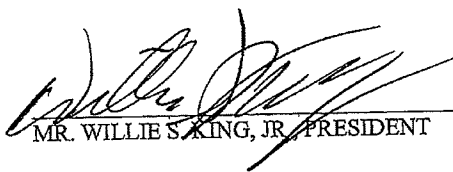
WHEREAS, the acquisition of additional property will enhance the long range development of the airport; and

WHEREAS, the Chennault International Airport Authority wishes to enter into an amendment to the lease with the Calcasieu Parish Police Jury to increase the property leased from twenty-five acres to ninety-seven acres; and

WHEREAS, the amendment negates the required T-hangar rental payments and the construction of T-hangars on the east side of the airport with the requirement to spend up to \$100,000 for environmental clean-up and remediation of the ninety-seven acre tract;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Chennault International Airport Authority that it does hereby authorize Mr. Willie S. King, Jr., President, to sign an amendment to the lease with the Calcasieu Parish Police Jury for additional property adjacent to the east side of the airport.

APPROVED, PASSED, AND ADOPTED by the Board of Commissioners of the Chennault International Airport Authority on this 4th day of January 2000.


MR. WILLIE S. KING, JR. PRESIDENT

CERTIFICATE

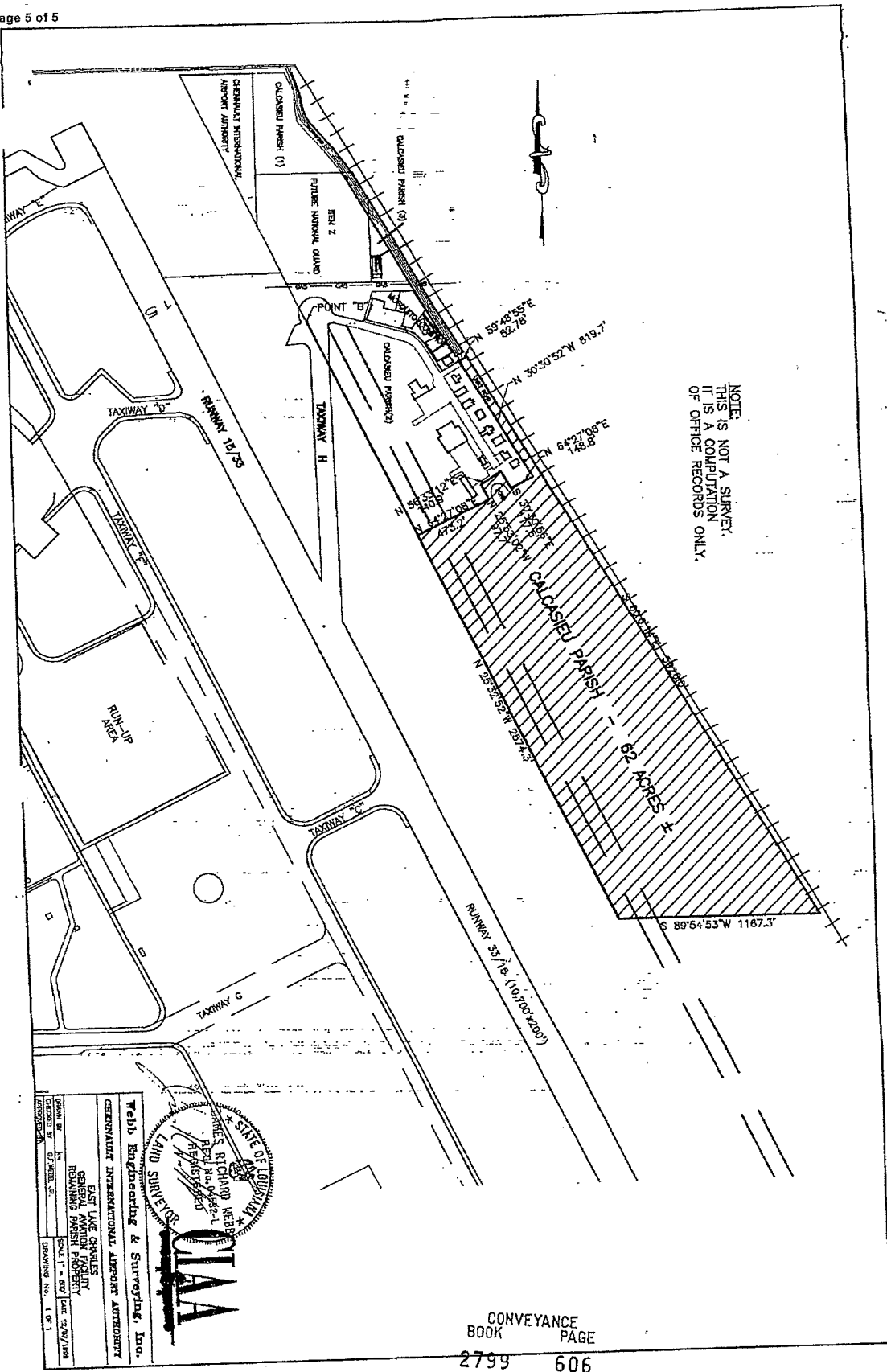
I, GEORGE A. SWIFT, Secretary of the Board of Commissioners of the Chennault International Airport Authority, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Commissioners of the Chennault International Airport Authority, duly and legally called, convened and held on the 4th day of January 2000, at which time a quorum was present and voting and that the Resolution is still in effect and has not been rescinded or revoked.

WITNESS my signature this 4th day of January 2000.


MR. GEORGE A. SWIFT, SECRETARY

JAN-RES-AMENDMENT

CONVEYANCE
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2799 605



NOTE:
THIS IS NOT A SURVEY.
IT IS A COMPUTATION
OF OFFICE RECORDS ONLY.

STATE OF LOUISIANA
 LAND SURVEYORS
 RICHARD WEBB
 No. 06582-L
 1975 STATE
 EXP. 12/31/2007

Webb Engineering & Surveying, Inc.
 GENERALIST INTERNATIONAL AIRPORT AIRBORNE
 EAST LAKE CHARLES
 GENERAL AVIATION FACILITY
 REMAINING PARISH PROPERTY
 SCALE 1" = 500' (AS SHOWN)
 DRAWING NO. 1 OF 1
 CHECKED BY: [Signature]
 DATE: 02/28/07

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 2799 606

FILE IN BOOK 2799 PAGE 606