

(Local Currency-Single Jurisdiction)

Execution Copy

ISDA[®]

International Swaps and Derivatives Association, Inc.

MASTER AGREEMENT

dated as of December 13, 2006

Amended and Restated as of December 1, 2008

and as of July 1, 2009

Citibank, N.A. and State of Louisiana, by and through the Louisiana State Bond Commission have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement (the "Master Agreement"), which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows:—

1. Interpretation

(a) **Definitions.** The terms defined in Section 12 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.

(b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.

(c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) **General Conditions.**

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise

Copyright © 1992 by International Swaps and Derivatives Association, Inc.

pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of branches or offices through which the parties make and receive payments or deliveries.

(d) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early

Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:—

(a) **Basic Representations.**

(i) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorize such execution, delivery and performance;

(iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document

to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party any forms, documents or certificates specified in the Schedule or any Confirmation by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorizations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an “Event of Default”) with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) or to give notice of a Termination Event) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) ***Misrepresentation.*** A representation made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) ***Cross Default.*** If "Cross Default" is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such

agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer:—

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to (ii) below or an Additional Termination Event if the event is specified pursuant to (iii) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

(1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(iii) **Additional Termination Event.** If any “Additional Termination Event” is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) **Right to Terminate Following Event of Default.** If at any time an Event of Default with respect to a party (the “Defaulting Party”) has occurred and is then continuing, the other party (the “Non-defaulting Party”) may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however,

“Automatic Early Termination” is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) ***Right to Terminate Following Termination Event.***

(i) ***Notice.*** If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) ***Two Affected Parties.*** If an Illegality under Section 5(b)(i)(1) occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iii) ***Right to Terminate.*** If:—

(1) an agreement under Section 6(b)(ii) has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality other than that referred to in Section 6(b)(ii), a Credit Event Upon Merger or an Additional Termination Event occurs,

either party in the case of an Illegality, any Affected Party in the case of an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(d) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) **Calculations.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) **Payment Date.** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment), from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss," and a payment method, either the "First Method" or the "Second Method." If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method," as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) **Events of Default.** If the Early Termination Date results from an Event of Default:—

(1) **First Method and Market Quotation.** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party over (B) the Unpaid Amounts owing to the Defaulting Party.

(2) **First Method and Loss.** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) *Second Method and Market Quotation.* If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party less (B) the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) *Second Method and Loss.* If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) *Termination Events.* If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party.* If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties.* If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount (“X”) and the Settlement Amount of the party with the lower Settlement Amount (“Y”) and (b) the Unpaid Amounts owing to X less (II) the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss (“X”) and the Loss of the party with the lower Loss (“Y”).

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) *Adjustment for Bankruptcy.* In circumstances where an Early Termination Date occurs because “Automatic Early Termination” applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate

and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) *Pre-Estimate.* The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void.

8. Miscellaneous

(a) *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) *Amendments.* No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

(c) *Survival of Obligations.* Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) *Remedies Cumulative.* Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) **Counterparts and Confirmations.**

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

9. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

10. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of

proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

11. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably:—

(i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or

for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

12. Definitions

As used in this Agreement:—

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Applicable Rate” means:—

(a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;

(c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and

(d) in all other cases, the Termination Rate.

“consent” includes a consent, approval, action, authorization, exemption, notice, filing, registration or exchange control consent.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iii).

“Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

“Illegality” has the meaning specified in Section 5(b).

“law” includes any treaty, law, rule or regulation and **“lawful”** and **“unlawful”** will be construed accordingly.

“Local Business Day” means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

“Loss” means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party’s legal fees and out-of-pocket expenses referred to under Section 9. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

“Market Quotation” means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in

consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the "Replacement Transaction") that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

"Non-default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

"Non-defaulting Party" has the meaning specified in Section 6(a).

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Reference Market-makers" means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

"Scheduled Payment Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Set-off" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or

subject (whether arising under this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

“Settlement Amount” means, with respect to a party and any Early Termination Date, the sum of:—

(a) the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party’s Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

“Specified Entity” has the meaning specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Terminated Transactions” means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if “Automatic Early Termination” applies, immediately before that Early Termination Date).

“Termination Event” means an Illegality or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

“Termination Rate” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

CITIBANK, N.A.

STATE OF LOUISIANA, BY AND THROUGH THE LOUISIANA STATE BOND COMMISSION

By: *Jerrold H. Abrahams*
Name: Jerrold H. Abrahams
Title: Vice President
Date: 7/1/09

By: _____
Name:
Title:
Date:

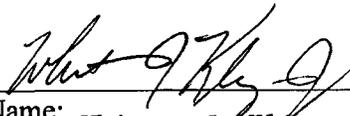
IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

CITIBANK, N.A.

STATE OF LOUISIANA, BY AND
THROUGH THE LOUISIANA STATE
BOND COMMISSION

By: _____

Name:
Title:
Date:

By:  _____

Name: Whitman J. Kling, Jr.
Title: Director
Date: June 30, 2009

SCHEDULE

to the

ISDA Master Agreement

dated as of December 13, 2006

Amended and Restated as of December 1, 2008

and as of July 1, 2009

between

CITIBANK, N.A.

("Party A")

and

STATE OF LOUISIANA,
BY AND THROUGH THE LOUISIANA STATE BOND COMMISSION

("Party B")

Part 1

TERMINATION PROVISIONS

(a) "**Specified Entity**" means in relation to Party A for the purpose of:

Section 5(a)(v) (Default under Specified Transaction), Citigroup Global Markets Limited; Citigroup Global Markets Deutschland AG; Citigroup Global Markets Inc.; Citigroup Forex Inc.; Citigroup Global Markets Commercial Corp. and Citigroup Financial Products Inc. (individually a "Section 5(a)(v) Affiliate");

Section 5(a)(vi) (Cross Default), None;

Section 5(a)(vii) (Bankruptcy), None; and

Section 5(b)(ii) (Credit Event Upon Merger), None;

in relation to Party B for the purpose of:

Section 5(a)(v) (Default under Specified Transaction), None;

Section 5(a)(vi) (Cross Default), None;

Section 5(a)(vii) (Bankruptcy), None; and

Section 5(b)(ii) (Credit Event Upon Merger), None.

(b) "**Specified Transaction**" shall have the meaning specified in Section 12 of this Agreement.

(c) "**Cross Default**" applies to Party A and Party B, provided that:

(i) with respect to any Specified Indebtedness that is capable of being declared due and payable as a result of the occurrence or existence of a default, event of default or other similar condition or event (however described) under the agreement or instrument relating to such Specified Indebtedness, the phrase "or becoming capable at such time of being declared" shall be deleted from clause (1) of such Section 5(a)(vi); and

(ii) with respect to any Specified Indebtedness that is not capable of being declared due and payable as a result of the occurrence or existence of a default, event of default or other similar condition or event (however described) under the agreement or instrument relating to such Specified Indebtedness, the words "which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable" shall be deleted from clause (1) of such Section 5(a)(vi) and the words "and the bondholders or trustee are permitted to exercise any remedies under the agreements and instruments" shall be added in its place.

(iii) the following language shall be added to the end thereof:

"Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (i) the default was caused solely by error or omission of an administrative or operational nature; (ii) funds were available to enable the party to make the payment when due; and (iii) the payment is made within three Local Business Days of such party's receipt of written notice of its failure to pay."

(d) "**Specified Indebtedness**" has the meaning specified in Section 12, except that Specified Indebtedness of Party B shall include only bonds, notes and any other obligations payable pursuant to either the First Lien Resolution or the Second Lien Resolution; provided, however, that Specified Indebtedness shall not include deposits received in the course of Party A's ordinary banking business.

(e) "**Threshold Amount**" means (A) in relation to Party A, three percent (3%) of the Stockholders' Equity of Party A, (B) in relation to Party B, U.S.\$50,000,000 (or its equivalent in another currency). For purposes of (i) above, Stockholder's Equity shall be determined by reference to the relevant party's most recent consolidated (quarterly, in the case of a U.S. incorporated party) balance sheet and shall include, in the case of a U.S. incorporated party, legal capital, paid-in capital, retained earnings and cumulative translation adjustments. Such balance

sheet shall be prepared in accordance with accounting principles that are generally accepted in such party's country of organization.

(f) "**Credit Event Upon Merger**" applies to Party A and does not apply to Party B.

(g) The "**Automatic Early Termination**" provisions of Section 6(a) will not apply to Party A and will not apply Party B.

(h) **Payments on Early Termination:** "Market Quotation" and "Second Method" shall apply for purposes of Section 6(e) of this Agreement.

(i) **Additional Termination Event** will apply. Each of the following shall constitute an Additional Termination Event:

(i) Party B Credit Event. The occurrence at any time of a Party B Credit Event (as hereinafter defined) shall be an Additional Termination Event with respect to Party B. As used herein, "Party B Credit Event" shall mean that, the long-term, unenhanced and unsubordinated bonds, notes or other obligations of Party B payable pursuant to the Second Lien Resolution shall cease to be rated at least "Baa2" by Moody's Investors Service, Inc. ("Moody's") or "BBB" by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), or such indebtedness ceases to be rated by Moody's or S&P, or both of such ratings are withdrawn or suspended, or either of such ratings is withdrawn or suspended and such withdrawal or suspension continues for thirty (30) days. Upon the occurrence of a Party B Credit Event, Party B shall be deemed to be the sole Affected Party and all Transactions shall be deemed to be Affected Transactions.

(ii) Party A Credit Event. The occurrence at any time of a Party A Credit Event (as hereinafter defined) shall be an Additional Termination Event with respect to Party A. As used herein, "Party A Credit Event" shall mean that, with respect to Party A, the long-term, unsecured, unenhanced and unsubordinated indebtedness of Party A shall cease to be rated at least "Baa2" by Moody's or "BBB" by S&P, or such indebtedness ceases to be rated by Moody's or S&P, or both of such ratings are withdrawn or suspended, or either of such ratings is withdrawn or suspended and such withdrawal or suspension continues for thirty (30) days. Upon the occurrence of a Party A Credit Event, Party A shall be deemed to be the sole Affected Party and all Transactions shall be deemed to be Affected Transactions.

(iii) Incipient Illegality. The occurrence at any time of an Incipient Illegality (as defined herein) shall be an Additional Termination Event with respect to Party B. Upon the occurrence of an Incipient Illegality, Party B shall be deemed to be the sole Affected Party and all Transactions shall be deemed to be Affected Transactions.

(iv) The representation of Party B set forth in Part 4(d)(ix) of this Schedule proves to have been incorrect, false or misleading in any respect as of the date on which it was made or at any time until the termination of this Agreement. For purposes hereof, Party B shall be deemed to be the sole Affected Party and all Transactions shall be deemed to be Affected Transactions

(j) **Events of Default.**

(i) **Bankruptcy.** Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:—

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of Party B, any Credit Support Provider of Party B or any applicable Specified Entity of Party B, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;”.

(k) The parties agree to amend Section 5(a) by adding a new clause (ix) as follows:

(ix) **Adequate Assurance.** Upon the withdrawal or suspension of the credit rating applicable to the long-term, unenhanced and unsubordinated Specified Indebtedness of Party B by either S&P or Moody's, Party B fails to provide adequate assurance of its ability to perform all of its outstanding obligations hereunder to Party A on or before 48 hours after a request for such assurance is made by Party A when Party A has reasonable grounds for insecurity.

Part 2

AGREEMENT TO DELIVER DOCUMENTS

For the purpose of Section 4(a), each party agrees to deliver the following documents:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Sec. 3(d) Representation
Party A and Party B	Evidence of authority of Signatories	Upon or promptly following execution of this Agreement	Yes
Party A and Party B	Any Credit Support Document specified in Part 3(c) hereof	Upon execution of this Agreement	No
Party A and Party B	Most recent annual audited financial statements of each of the parties.	As soon as available and in any event within 240 days (or as soon as practicable after becoming publicly available) after the end of each of its fiscal years	Yes

		unless such is available publicly via internet web site.	
Party B	Legal opinion with respect to Party B in form and substance acceptable to Party A	Upon execution of this Agreement and upon execution of any Confirmation	No
Party A	Legal opinion with respect to Party A in form attached as Exhibit A	Upon execution of this Agreement and upon execution of any Confirmation	No
Party B	Certified resolutions of Party B 's board of directors or other governing body authorizing this Agreement and the Transactions contemplated hereby and authorizing a specified person or persons to execute and deliver (as appropriate) on its behalf this Agreement, the exhibits, supplements, and attachments hereto, the documents incorporated by reference herein, and the Confirmations hereunder.	At the execution of this Agreement and, in the case of amendments, promptly following the time each such amendment is made	Yes
Party B	All documents evidencing the necessary authorizations, determinations and approvals for the offering, sale and issuance of the Bonds	On the Effective Date of any Bond-related Transaction	Yes
Party B	UCC-1 Financing Statements covering the pledge set forth in Section 4(e) of this Agreement (or other evidence of perfection of such pledge, or an opinion of counsel to Party B that no filings or other steps are necessary to perfect such pledge)	Upon execution of this Agreement	Yes
Party B	The official statement or similar disclosure document or other information	On the Effective Date of the relevant Bond-Related Transaction	Yes

	provided in connection with the issuance of Bonds	and, otherwise, as soon as practicable but in any event not later than thirty (30) days after initial delivery or publication thereof	
Party B	An executed copy of the Covered Indenture and any amendment, supplement, modification or waiver thereto.	Prior to the execution of this Agreement and, with respect to each Transaction, prior to the execution of such Transaction, and at least ten (10) Business Days prior to the adoption of any amendment, supplement or modification thereto.	Yes
Party B	Approval of Attorney General if required.	Upon execution of this Agreement.	Yes

Part 3

MISCELLANEOUS

(a) **Address for Notices.** For the purpose of Section 10(a):

Address for notice or communications to Party B:

Louisiana State Bond Commission
State Capitol Building, 21st Floor
P.O. Box 441 54
Baton Rouge, LA 70804
Attention: Whit Kling, Director
Facsimile: (225) 342-0064

Address for notice or communications to Party A:

390 Greenwich Street
New York, NY 10013

Attention: Director Derivatives Operations (with an additional copy (in the case of notices or communications relating to Section 5, 6, 7, 9 or 11 of this Agreement) addressed to the attention of the Law Department).

Facsimile No.: (212) 615-8276

(b) **Calculation Agent.** The Calculation Agent is Party A provided that if Party A is in default, the Calculation Agent shall be Party B.

(c) **Credit Support Document.** The ISDA Credit Support Annex attached hereto as Exhibit D and incorporated by reference herein shall constitute a Credit Support Document with respect to the obligations of Party A.

The Covered Indenture and the ISDA Credit Support Annex attached hereto as Exhibit D and incorporated by reference herein shall constitute Credit Support Documents with respect to the obligations of Party B.

(d) **Credit Support Provider.**

Credit Support Provider means in relation to Party B: The Division of Administration.

Credit Support Provider means in relation to Party A: None.

(e) **Governing Law.**

THIS AGREEMENT SHALL BE CONSTRUED, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF PARTY A HEREUNDER SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CHOICE-OF-LAW DOCTRINE; AND THE CAPACITY, AUTHORITY, OBLIGATIONS, RIGHTS AND REMEDIES OF PARTY B HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, WITHOUT REFERENCE TO ITS CHOICE OF LAW DOCTRINE.

(f) **Jurisdiction.** Section 11(b)(i) is hereby deleted and replaced by the following:

"(i) submits to the non-exclusive jurisdiction of the courts of the State of Louisiana; and"

(g) **Waiver of Jury Trial.** EACH OF PARTY A AND PARTY B WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ENFORCING OR DEFENDING ANY RIGHTS UNDER THIS AGREEMENT OR RELATING THERETO. EACH OF PARTY A AND PARTY B ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN BARGAINED FOR AND THAT IT HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION THEREWITH. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT OR THAT RELATE TO THE SUBJECT MATTER OF THIS INDEMNIFICATION, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF PARTY A AND PARTY B HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN

THEIR RELATED FUTURE DEALINGS. EACH OF PARTY A AND PARTY B HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY IS WAIVING ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY A COURT (RATHER THAN BY A JURY) UNDER THIS AGREEMENT.

(h) **Netting of Payments.** Subparagraph (ii) of Section 2(c) will not apply.

(i) **"Affiliate"** will have the meaning specified in Section 12 of this Agreement, provided, however that with regard to Party B, the term "Affiliate" shall not include any entity that controls or is under common control with Citibank, N.A.

(j) **"Covered Indenture"** means, collectively, the First Lien Resolution, the Second Lien Resolution, the Collection Agreement and the Cooperative Endeavor Agreement.

(k) **"First Lien Resolution"** means the Amended and Restated State of Louisiana Gasoline and Fuels Tax Revenue Bond Resolution, adopted August 15, 2002, as amended and supplemented prior to the date hereof in accordance with the terms thereof and as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

(l) **"Second Lien Resolution"** means the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted May 5, 2009, as amended and supplemented prior to the date hereof in accordance with the terms thereof, including without limitation by the Fourth Supplemental State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted June 18, 2009, and as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

(m) **"Collection Agreement"** means the Gasoline and Fuels Tax Collection and Allocation Agreement, dated as of April 1, 1990, by and between the State of Louisiana, acting through the Secretary of the Department of Revenue and Taxation of the State of Louisiana, the Treasurer of the State of Louisiana and the Louisiana Bond Commission, and Premier Bank, N.A., as trustee under the Resolution, as amended and supplemented prior to the date hereof in accordance with the terms thereof and as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

(n) **"Cooperative Endeavor Agreement"** means the Transportation Trust Fund Cooperative Endeavor Agreement, dated as of December 1, 2008, by and among the Louisiana State Bond Commission, the Department of Transportation and Development and the Division of Administration, as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

(o) **"Covered Indenture Incorporation Date"** means July 1, 2009.

Part 4

OTHER PROVISIONS

(a) **Accuracy of Specified Information.** Section 3(d) is hereby amended by adding in the third line thereof after the word "respect" and before the period, the phrase "or, in the case of audited or unaudited financial statements, a fair presentation of the financial condition of the relevant person."

(b) **Deferral of Payments and Deliveries in Connection with Default, Illegality and Incipient Illegality; Interest on Deferred Payments.** Section 2(a)(iii) is hereby amended to read in its entirety as follows:

(iii) Each obligation of each party (or any Credit Support Provider of such party) under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Illegality, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(c) **Representations.**

(i) The introductory clause of Section 3 is hereby amended to read in its entirety as follows:

"Each party represents to the other party (all of which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a), at all times until the termination of this Agreement) that:"

(ii) Section 3(a)(ii) is hereby amended to read in its entirety as follows:

"(ii) **Powers.** It has the power, in the case of Party B pursuant to its Authorizing Law (as defined in Part 4(g)), to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party, and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;"

(iii) Section 3(b) is hereby amended to read in its entirety as follows:

"(b) **Absence of Certain Events.** No Event of Default, Potential Event of Default, Incipient Illegality (in the case of Party B) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party."

(iv) For purposes of Section 3, the following shall be added, immediately following paragraph (d) thereof:

"(e) Eligible Contract Participant.

With respect to Party A, it is an "eligible contract participant" as defined in Section 1a(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000.

With respect to Party B, it (i) is acting for its own account hereunder and (ii) is an "eligible contract participant" as defined in Section 1a(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000.

(f) **Negotiations.** This Agreement has been subject to individual negotiation by it.

(g) **No Agency.** It is entering into this Agreement, any Credit Support Document to which it is a party, each Transaction and any other documentation relating to this Agreement or any Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise).

(h) **No Immunity.** It is not entitled to claim immunity, and to the fullest extent permitted by applicable law irrevocably waives, on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) immunity from (i) suit, (ii) jurisdiction of any court of the State, (iii) relief by way of a writ of mandamus for the performance of its obligations hereunder, or (iv) enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any suit, action or proceedings relating to this Agreement in any court of the State and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.

(i) **Termination Payments.** It acknowledges that, pursuant to the terms of this Agreement (including, without limitation, Section 6(e)), it may owe a payment to the other party upon the designation of an Early Termination Date, even in the event such Early Termination Date is the result of an Event of Default or Termination Event (including Additional Termination Events) with respect to such other party."

(d) **Additional Representations of Party B.** Party B hereby further represents to Party A (which representations will be deemed to be repeated by Party B at all times until the termination of this Agreement) that:

(i) **No Speculation.** This Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for the purposes of managing its borrowings or investments and not for purposes of speculation.

(ii) **Perfection of Pledge.** Party B has taken all steps necessary or advisable and has the authority to create and perfect the pledge required to be created pursuant to Section 4(e) of this Agreement and such pledge have been validly created.

(iii) **Necessary Approvals.** Any Transaction entered into pursuant to this Agreement together with any Transactions that Party B has or may enter into with Party A and/or with any or all other parties does not and will not violate or exceed any limits or restrictions contained in any authorizations, approvals or resolutions of the State Bond Commission, the State Legislature or any other legislative body or other authorized body of Party B.

(iv) **Governmental Purpose.** The execution and delivery by Party B of this Agreement, each Confirmation and any other documentation relating hereto, and the performance by Party B of its obligations hereunder and thereunder, are in furtherance, and not in violation, of the governmental purposes for which Party B is organized pursuant to the laws of the relevant state.

(v) **No Prohibited Investment.** This Agreement and each Transaction hereunder do not constitute any kind of investment by Party B that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property is subject.

(vi) **Legal Debt Limitations.** The obligations of Party B to make payments to Party A under this Agreement and each Transaction (a) are not subject to appropriation or similar action and (b) do not (1) constitute any kind of indebtedness of Party B or (2) create any kind of lien on or security interest in any property or revenues of Party B which, in either case (1) or (2), is proscribed by any constitution (including Section 27 of Article VII of the Constitution), charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property is subject.

(vii) **Affiliate Control of Assets.** No Affiliate or other person, firm, corporation, entity, or association may liquidate, borrow, encumber or otherwise utilize the assets of Party B.

(viii) **Governmental Bodies.** Party B is a state of the United States of America.

(ix) **Hedge Agreements.** Party B hereby represents that it has provided to Party A accurate copies of each of the Hedge Agreements (as defined in the Cooperative Endeavor Agreement) and that it shall not grant to any Counterparty (as defined in the Cooperative Endeavor Agreement) under a Hedge Agreement any rights (including, but not limited to, termination rights), terms, security, collateral or other provisions which are more advantageous (as determined by Party A in its discretion) than the rights, terms and security granted to Party A to secure Party B's obligations hereunder."

(e) **Transfer.** The following amendments are hereby made to Section 7:

(i) In the third line, insert the words "which consent will not be arbitrarily withheld or delayed," immediately before the word "except"; and

(ii) in clause (a), insert the words "or reorganization, incorporation, reincorporation, or reconstitution into or as," immediately before the word "another."

(f) **Additional Agreements.** The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:--

(i) "Each party agrees with the other (and, in the case of Sections 4(d), (e) and (f), Party B agrees with the other party) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:"

(ii) Section 4 of this Agreement is hereby amended by adding the following Sections (d), (e) and (f) thereto:

"(d) **Notice of Incipient Illegality.** If an Incipient Illegality occurs, Party B will, promptly upon becoming aware of it, notify Party A, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as Party A may reasonably require.

(e) **Compliance with Covered Indenture.** Party B will observe, perform and fulfill each provision in the Covered Indenture applicable Party B in effect on the Covered Indenture Incorporation Date, as any of those provisions may be amended, supplemented or modified for purposes of this Agreement with the prior written consent of the other party hereto (the "Incorporated Provisions"), with the effect that such other party hereto will have the benefit of each of the Incorporated Provisions (including without limitation, covenants, right to consent to certain actions subject to consent under the Covered Indenture and delivery of financial statements and other notices and information). In the event the Covered Indenture ceases to be in effect prior to the termination of this Agreement, the Incorporated Provisions (other than those provisions requiring payments in respect of bonds, notes, warrants or other similar instruments issued under the Covered Indenture) will remain in full force and effect for purposes of this Agreement as though set forth herein until such date on which all of the obligations of Party B under this Agreement and any obligations of Party B or any Credit Support Provider of Party B under a Credit Support Document have been fully satisfied. The Incorporated Provisions are hereby incorporated by reference and made a part of this Agreement to the same extent as if such provisions were set forth herein. For purposes of this Agreement, the Incorporated Provisions shall be construed as though (i) all references therein to any party making loans, extensions of credit or financial accommodations thereunder or commitments therefor (the "Financings") were to the other party hereto and (ii) to the extent that such Incorporated Provisions are conditioned on or relate to the existence of such Financings or Party B having any obligations in connection therewith, all references to such Financings or obligations were to the obligations of Party B under this Agreement. Any amendment, supplement, modification or waiver of any of the Incorporated Provisions without the prior written consent of the other party hereto shall have no force and effect with respect to this Agreement. Any amendment, supplement or modification for which such consent is obtained shall be part of the Incorporated Provisions for purposes of this Agreement.

(f) **Source of Payments.** Party B represents and agrees that its obligation to make payment to Party A under this Agreement and each Transaction hereunder are special and limited obligations of the State of Louisiana and are secured by the Pledged Property, subject to the payment therefrom of the Outstanding First Lien Bonds. Such of Party B's obligations as constitute its obligation to make regularly scheduled payments under this Agreement and each Transaction hereunder constitute Hedge Obligations as defined in the Second Lien Resolution and are secured by the Pledged Property on a parity with the State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bonds (the "Second Lien Bonds"), and are payable on a parity with such Second Lien Bonds and rank on a parity with such Second Lien Bonds in all respects. Such of Party B's obligations as constitute its obligation to make payments to Party A upon the early termination of this Agreement and each Transaction hereunder or other amounts payable by Party B to Party A under this Agreement and each Transaction constitute Hedge Charges as defined in the Second Lien Resolution and are secured by the Pledged Property on a basis subordinate to the Second Lien Bonds and Hedge Obligations and are payable on a subordinate basis to such Second Lien Bonds and Hedge Obligations.

In addition, Party B represents and agrees that its obligation to make payments to Party A and perform all other obligations under this Agreement and each Transaction hereunder are further secured by the Cooperative Endeavor Agreement. Under the terms of the Cooperative Endeavor Agreement, the Division of Administration (the "Division") has guaranteed the payment by Party B to Party A of all amounts due under this Agreement and each Transaction hereunder (including without limitation, all regularly scheduled payments and all payments payable upon early termination) in the event insufficient funds are on deposit in the Debt Service Fund and the Transportation Trust Fund to pay such amounts. All such payments shall be subject to legislative appropriations.

Party B hereby covenants and agrees that it will not issue any additional bonds under the First Lien Resolution on a pari passu basis with the outstanding First Lien Bonds issued thereunder, except for the exchange of such First Lien Bonds in connection with the servicing thereof. Party B hereby covenants and agrees that all Subordinate Debt (as defined in the First Lien Resolution) will be issued pursuant to the Second Lien Resolution and further that all Third Lien Debt will be issued pursuant to a resolution that is subordinate to the Second Lien Resolution. Party B hereby further covenants and agrees that (i) it shall not create or permit to be created or to exist any lien, charge or other encumbrance on any of its revenues or assets to secure any obligation to a counterparty to a derivative transaction unless Party B secures its obligations under this Agreement on a parity with such obligations or obtains the written consent of Party A, (ii) it shall promptly notify (but in any event within one Business Day) Party A of any failure to appropriate funds under the Cooperative Endeavor Agreement when required in order to make timely payment of amounts due hereunder and (iii) it shall promptly notify the Division of any payments due hereunder that will need to be paid from amounts due under the Cooperative Endeavor Agreement.

Party B hereby covenants and agrees that it will not enter into any Hedge Agreements with respect to the Outstanding First Lien Bonds.

Capitalized terms used in this section but not defined herein have the respective meanings ascribed to such terms in the Second Lien Resolution.”

(g) **Additional Definitions.** As used in this Schedule, the following terms shall have the following meanings:

(i) **"Authorizing Law"** means (i) Section 27 of Article VII of the Constitution and (ii) Act No. 16 of First Extraordinary Session, 1989 of the State of Louisiana and LSA-RS 47:820.1 to 47:820.4 and 39: 1421, et seq.

(ii) **"Bonds"** has the meaning specified in the Second Lien Resolution.

(iii) **"Bond-Related Transaction"** means a Transaction entered into by or on behalf of Party B in connection with the issuance of Bonds by Party B, and which is identified as such in the related Confirmation.

(iv) **"Constitution"** means the Constitution of the State.

(v) **"Incipient Illegality"** means (a) the enactment by any legislative body with competent jurisdiction over Party B of legislation which, if adopted as law, would render unlawful (i) the performance by Party B of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by Party B with any other material provision of this Agreement relating to such Transaction or (ii) the performance by Party B or a Credit Support Provider of Party B of any contingent or other obligation which Party B (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum and action by Party B, in respect of Party B to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to Party B or any Specified Entity of Party B of any event that constitutes an Illegality.

(x) **"Pledged Property"** means the Gasoline and Fuels Taxes, including investment income on such taxes on deposit in the State Transportation Trust Fund and all funds and accounts created under the Second Lien Resolution, including investment securities held in any such fund or account, together with all proceeds and revenues of the foregoing and Party B's right, title and interest in and to the foregoing after payment of all amounts due under the First Lien Resolution.

(xi) **"State"** means the State of Louisiana.

(h) **Confirmation Procedures.** Party A will deliver to Party B a Confirmation relating to each Transaction.

(i) **Relationship Between Parties.** Each party will be deemed to represent to the other party, on the date on which the parties enter into a Transaction that (absent a written agreement between

the parties and, if applicable, any Credit Support Provider of any party that expressly imposes affirmative obligations to the contrary for that Transaction):

(i) **Non-Reliance.** Each of the parties is acting for its own account, and each of them has made its own independent decisions to enter into or approve, as applicable, that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party or any Credit Support Provider of such party, as applicable, as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party or any Credit Support Provider of such party, as applicable, shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions, pricing and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) **Status of Parties.** The other party and any Credit Support Provider of such party, as applicable, are not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(j) **Set-off.** (i) Section 6 of this Agreement is amended by the addition of the following Section 6(f):

“(f) In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default with respect to a party ("X") the other party ("Y") will have the right (but will not be obliged) without prior notice to X or any other person to set-off any obligation of X owing to Y (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y owing to X (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation).

For the purpose of cross-currency set-off, Y may convert any obligation to another currency at a market rate determined by Y.

If an obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this provision will be deemed to create a charge or other security interest.”

The parties executing this Schedule have executed the Master Agreement and have agreed as to the contents of this Schedule.

CITIBANK, N.A.

By: 

Title: Vice President

STATE OF LOUISIANA, BY AND THROUGH THE
LOUISIANA STATE BOND COMMISSION

By: _____

Name: Whitman J. Kling, Jr.
Title: Director, Louisiana State Bond
Commission

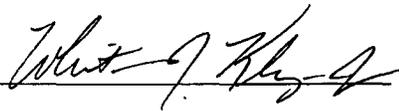
The parties executing this Schedule have executed the Master Agreement and have agreed as to the contents of this Schedule.

CITIBANK, N.A.

By: _____

Title: _____

STATE OF LOUISIANA, BY AND THROUGH THE
LOUISIANA STATE BOND COMMISSION

By: 

Name: Whitman J. Kling, Jr.

Title: Director, Louisiana State Bond
Commission

EXHIBIT A to Schedule

[Form of Opinion of Counsel to
Citibank, N.A.]

State of Louisiana,
by and through the Louisiana
State Bond Commission
State Capitol Building, 21st Floor
P.O. Box 441 54
Baton Rouge, LA 70804

Dear Sir or Madam:

I have acted as counsel to Citibank, N.A. ("Citibank") in connection with the execution and delivery by Citibank of the ISDA Master Agreement dated as of December 13, 2006, as amended and restated as of December 1, 2008 and as of July 1, 2009 (the "Agreement"), between State of Louisiana, by and through the Louisiana State Bond Commission (the "Counterparty") and Citibank.

In such capacity I have examined a copy of the Agreement. I have also reviewed certain corporate proceedings of Citibank and I have examined originals, or copies certified or otherwise identified to my satisfaction, of such corporate records of Citibank, certificates of public officials and of officers and representatives of Citibank, and such other documents as I have deemed necessary as a basis for the opinions hereinafter expressed. In such examination, I have assumed the authenticity of all documents submitted to me as originals and the conformity with the originals of all documents submitted to me as certified or otherwise satisfactorily identified copies. I have also assumed that the Agreement has been duly executed and delivered by Counterparty pursuant to appropriate corporate authority. The opinions given below are limited to matters concerning the laws of the United States of America and the State of New York.

Based upon the foregoing and having regard for such legal considerations as I deem relevant, I am of the opinion that:

1. Citibank is a national banking association duly existing under the laws of the United States of America.
2. Citibank has full corporate power to execute and deliver the Agreement and to perform its obligations thereunder.
3. Such actions have been duly authorized by all necessary corporate action and do not violate, and are not in conflict with, any provision of law or of the articles of association of Citibank.

4. No authorizations of, exemptions by or filings with any governmental or other authority are required to be obtained or made in connection with Citibank's execution, delivery and performance of the Agreement.

5. The Agreement has been duly executed and delivered by Citibank, and constitutes the legal, valid and binding obligation of Citibank, enforceable against Citibank in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights generally from time to time in effect). The enforceability of Citibank's obligations is also subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Very truly yours

ISDA[®]

International Swaps and Derivatives Association, Inc.

CREDIT SUPPORT ANNEX

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA MASTER AGREEMENT

dated as of December 13, 2006

Amended and Restated as of December 1, 2008

and as of July 1, 2009

between

CITIBANK, N.A.

And STATE OF LOUISIANA, BY AND THROUGH
THE LOUISIANA STATE BOND
COMMISSION

("Citibank")

("Counterparty")

This Annex supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.

Accordingly, the parties agree as follows:

Paragraph 1. Interpretation

(a) **Definitions and Inconsistency.** Capitalized terms not otherwise defined herein or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Annex, Paragraph 13 will prevail.

(b) **Secured Party and Pledgor.** All references in this Annex to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the Pledgor will be to the other party when acting in that capacity; *provided, however*, that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as the beneficiary thereof to provisions of law generally relating to security interests and secured parties.

Paragraph 2. Security Interest

Each party, as the Pledgor, hereby pledges to the other party, as the Secured Party, as security for its Obligations and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all

Posted Collateral Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.

Paragraph 3. Credit Support Obligations

(a) **Delivery Amount.** Subject to Paragraphs 4 and 5, upon demand made by the Secured Party on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Pledgor's Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support having a Value as of the date of Transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "*Delivery Amount*" applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party.

(b) **Return Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds Secured Party's Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "*Return Amount*" applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party

exceeds

(ii) the Credit Support Amount.

"Credit Support Amount" means, unless otherwise specified in Paragraph 13, for any Valuation Date (i) the Secured Party's Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) all Independent Amounts applicable to the Secured Party, if any, minus (iv) the Pledgor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

Paragraph 4. Conditions Precedent, Transfer Timing, Calculations and Substitutions

(a) **Conditions Precedent.** Each Transfer obligation of the Pledgor under Paragraphs 3 and 5 and of the Secured Party under Paragraphs 3, 4(d)(ii), 5 and 6(d) is subject to the conditions precedent that:

(i) no Event of Default, Potential Event of Default or Specified Condition has occurred and is continuing with respect to the other party; and

(ii) no Early Termination Date for which any unsatisfied payment obligations exist has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the other party.

(b) **Transfer Timing.** Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, then the relevant Transfer will be made not later than the close of business on the next Local Business Day; if a demand is made after the Notification Time, then the relevant Transfer will be made not later than the close of business on the second Local Business Day thereafter.

(c) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 3 and 6(d) will be made by the Valuation Agent as of the Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or in the case of Paragraph 6(d), following the date of calculation).

(d) **Substitutions.**

(i) Unless otherwise specified in Paragraph 13, upon notice to the Secured Party specifying the items of Posted Credit Support to be exchanged, the Pledgor may, on any Local Business Day, Transfer to the Secured Party substitute Eligible Credit Support (the "Substitute Credit Support"); and

(ii) subject to Paragraph 4(a), the Secured Party will Transfer to the Pledgor the items of Posted Credit Support specified by the Pledgor in its notice not later than the Local Business Day following the date on which the Secured Party receives the Substitute Credit Support, unless otherwise specified in Paragraph 13 (the "Substitution Date"); *provided* that the Secured Party will only be obligated to Transfer Posted Credit Support with a Value as of the date of Transfer of that Posted Credit Support equal to the Value as of that date of the Substitute Credit Support.

Paragraph 5. Dispute Resolution

If a party (a "Disputing Party") disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any Transfer of Eligible Credit Support or Posted Credit Support, then (1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in case of (I) above or (Y) the date of Transfer in the case of (II) above, (2) subject to Paragraph 4(a), the appropriate party will Transfer the undisputed amount to the other party not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (3) the parties will consult with each other in an attempt to resolve the dispute and (4) if they fail to resolve the dispute by the Resolution Time, then:

(i) In the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 13, the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilizing any calculations of Exposure for the Transactions (or Swap Transactions) that the parties have agreed are not in dispute;

(B) calculating the Exposure for the Transactions (or Swap Transactions) in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction (or Swap Transaction), then fewer than four quotations may be used for that Transaction (or Swap Transaction); and if no quotations are available for a particular Transaction (or Swap Transaction), then the Valuation Agent's original calculations will be used for that Transaction (or Swap Transaction);

(C) utilizing the procedures specified in Paragraph 13 for calculating the Value, if disputed, of Posted Credit Support.

(ii) In the case of a dispute involving the Value of any Transfer of Eligible Credit Support or Posted Credit Support the Valuation Agent will recalculate the Value as of the date of Transfer pursuant to Paragraph 13.

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) not later than the Notification Time on the Local Business Day following the

Resolution Time. The appropriate party will, upon demand following that notice by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraphs 4(a) and 4(b), make the appropriate Transfer.

Paragraph 6. Holding and Using Posted Collateral

(a) **Care of Posted Collateral.** Without limiting the Secured Party's rights under Paragraph 6(c), the Secured Party will exercise reasonable care to assure the safe custody of all Posted Collateral to the extent required by applicable law, and in any event the Secured Party will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining thereto.

(b) **Eligibility to Hold Posted Collateral; Custodians.**

(i) **General.** Subject to the satisfaction of any conditions specified in Paragraph 13 for holding Posted Collateral, the Secured Party will be entitled to hold Posted Collateral or to appoint an agent (a "Custodian") to hold Posted Collateral for the Secured Party. Upon notice by the Secured Party to the Pledgor of the appointment of a Custodian, the Pledgor's obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Posted Collateral by a Custodian will be deemed to be the holding of that Posted Collateral by the Secured Party for which the Custodian is acting.

(ii) **Failure to Satisfy Conditions.** If the Secured Party or its Custodian fails to satisfy conditions for holding Posted Collateral, then upon a demand made by the Pledgor, the Secured Party will, not later than five Local Business Days after the demand, Transfer or cause its Custodian to Transfer all Posted Collateral held by it to a Custodian that satisfies those conditions or to the Secured Party if it satisfies those conditions.

(iii) **Liability.** The Secured Party will be liable for the acts or omissions of its Custodian to the same extent that the Secured Party would be liable hereunder for its own acts or omissions.

(c) **Use of Posted Collateral.** Unless otherwise specified in Paragraph 13 and without limiting the rights and obligations of the parties under Paragraphs 3, 4(d)(ii), 5, 6(d) and 8, if the Secured Party is not a Defaulting Party or an Affected Party with respect to a Specified Condition and no Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then the Secured Party will, notwithstanding Section 9-207 of the New York Uniform Commercial Code, have the right to:

(i) sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral it holds, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor; and

(ii) register any Posted Collateral in the name of the Secured Party, its Custodian or a nominee for either.

For purposes of the obligation to Transfer Eligible Credit Support or Posted Credit Support pursuant to Paragraphs 3 and 5 and any rights or remedies authorized under this Agreement, the Secured Party will be deemed to continue to hold all Posted Collateral and to receive Distributions made thereon, regardless of whether the Secured Party has exercised any rights with respect to any Posted Collateral pursuant to (i) or (ii) above.

(d) **Distributions and Interest Amount.**

(i) **Distributions.** Subject to Paragraph 4(a), if the Secured Party receives or is deemed to receive Distributions on a Local Business Day, it will Transfer to the Pledgor not later than the following Business Day any Distributions it receives or is deemed to receive to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 13 and subject to Paragraph 4(a), in lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Posted Collateral in the form of Cash (all of which may be retained by the Secured Party), the Secured Party will Transfer to the Pledgor at the times specified in Paragraph 13 the Interest Amount to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose). The Interest Amount or portion thereof not Transferred pursuant to this Paragraph will constitute Posted Collateral in the form of Cash and will be subject to the security interest granted under Paragraph 2.

Paragraph 7. Events of Default

For purposes of Section 5(a)(iii)(1) of this Agreement, an Event of Default will exist with respect to a party if:

- (i) that party fails (or fails to cause its Custodian) to make, when due, any Transfer of Eligible Collateral, Posted Collateral or the Interest Amount, as applicable, required to be made by it and that failure continues for two Local Business Days after notice of that failure is given to that party;
- (ii) that party fails to comply with any restriction or prohibition specified in this Annex with respect to any of the rights specified in Paragraph 6(c) and that failure continues for five Local Business Days after notice of that failure is given to that party; or
- (iii) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraphs 7(i) and 7(ii) and that failure continues for 30 days after notice of that failure is given to that party.

Paragraph 8. Certain Rights and Remedies

(a) **Secured Party's Rights and Remedies.** If at any time (1) an Event of Default or Specified Condition with respect to the Pledgor has occurred and is continuing or (2) an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Pledgor, then, unless the Pledgor has paid in full all of its Obligations that are then due, the Secured Party may exercise one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under applicable law with respect to Posted Collateral held by the Secured Party;
- (ii) any other rights and remedies available to the Secured Party under the terms of Other Posted Support, if any;
- (iii) the right to Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and
- (iv) the right to liquidate any Posted Collateral held by the Secured Party through one or more public or private sales or other dispositions with such notice, if any, as may be required under applicable law, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor (with the Secured Party having the right to purchase any or all of the Posted Collateral to be sold) and to apply the proceeds (or the Cash equivalent thereof) from the liquidation of the Posted Collateral to any amounts payable by the Pledgor with respect to any Obligations in that order as the Secured Party may elect.

Each party acknowledges and agrees that Posted Collateral in the form of securities may decline speedily in value and is of a type customarily sold on a recognized market, and, accordingly, the Pledgor is not entitled to prior notice

of any sale of that Posted Collateral by the Secured Party, except any notice that is required under applicable law and cannot be waived.

(b) ***Pledgor's Rights and Remedies.*** If at any time an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then (except in the case of an Early Termination Date relating to less than all Transactions (or Swap Transactions) where the Secured Party has paid in full all of its obligations that are then due under Section 6(e) of this Agreement):

(i) the Pledgor may exercise all rights and remedies available to a Pledgor under applicable law with respect to Posted Collateral held by the Secured Party;

(ii) the Pledgor may exercise any other rights and remedies available to the Pledgor under the terms of Other Posted Support, if any;

(iii) the Secured Party will be obligated immediately to Transfer all Posted Collateral and the Interest Amount to the Pledgor; and

(iv) to the extent that Posted Collateral or the Interest Amount is not so Transferred pursuant to (iii) above, the Pledgor may:

(A) Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and

(B) to the extent that the Pledgor does not Set-off under (iv)(A) above, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral held by the Secured Party, until that Posted Collateral is Transferred to the Pledgor.

(c) ***Deficiencies and Excess Proceeds.*** The Secured Party will Transfer to the Pledgor any proceeds and Posted Credit Support remaining after liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b) after satisfaction in full of all amounts payable by the Pledgor with respect to any Obligations; the Pledgor in all events will remain liable for any amounts remaining unpaid after any liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b).

(d) ***Final Returns.*** When no amounts are or thereafter may become payable by the Pledgor with respect to any Obligations (except for any potential liability under Section 2(d) of this Agreement), the Secured Party will Transfer to the Pledgor all Posted Credit Support and the Interest Amount, if any.

Paragraph 9. Representations

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that:

(i) it has the power to grant a security interest in and lien on any Eligible Collateral it Transfers as the Pledgor and has taken all necessary actions to authorize the granting of that security interest and lien;

(ii) it is the sole owner of or otherwise has the right to Transfer all Eligible Collateral it Transfers to the Secured Party hereunder, free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted under Paragraph 2;

(iii) upon the Transfer of any Eligible Collateral to the Secured Party under the terms of this Annex, the Secured Party will have a valid and perfected first priority security interest therein (assuming that any central clearing corporation or any third-party financial intermediary or other entity not within the control of

the Pledgor involved in the Transfer of that Eligible Collateral gives the notices and takes the action required of it under applicable law for perfection of that interest); and

(iv) the performance by it of its obligations under this Annex will not result in the creation of any security interest, lien or other encumbrance on any Posted Collateral other than the security interest and lien granted under Paragraph 2.

Paragraph 10. Expenses

(a) **General.** Except as otherwise provided in Paragraphs 10(b) and 10(c), each party will pay its own costs and expenses in connection with performing its obligations under this Annex and neither party will be liable for any costs and expenses incurred by the other party in connection herewith.

(b) **Posted Credit Support.** The Pledgor will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Credit support held by the Secured Party upon becoming aware of the same, regardless of whether any portion of that Posted Credit Support is subsequently disposed of under Paragraph 6(c), except for those taxes, assessments and charges that result from the exercise of the Secured Party's rights under Paragraph 6(c).

(c) **Liquidation/Application of Posted Credit Support.** All reasonable costs and expenses incurred by or on behalf of the Secured Party or the Pledgor in connection with the liquidation and/or application of any Posted Credit Support under Paragraph 8 will be payable, on demand and pursuant to the Expenses Section of this Agreement, by the Defaulting Party or, if there is no Defaulting Party, equally by the parties.

Paragraph 11. Miscellaneous

(a) **Default Interest.** A Secured Party that fails to make, when due, any Transfer of Posted Collateral or the Interest Amount will be obliged to pay the Pledgor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value of the items of property that were required to be Transferred, from (and including) the date that the Posted Collateral or Interest Amount was required to be Transferred to (but excluding) the date of Transfer of that Posted Collateral or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) **Further Assurances.** Promptly following a demand made by a party, the other party will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by that party to create, preserve, perfect or validate any security interest or lien granted under Paragraph 2, to enable that party to exercise or enforce its rights under this Annex with respect to Posted Credit Support or an Interest Amount or to effect or document a release of a security interest on Posted Collateral or an Interest Amount.

(c) **Further Protection.** The Pledgor will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Credit Support Transferred by the Pledgor or that could adversely affect the security interest and lien granted by it under Paragraph 2, unless that suit, action, proceeding or lien results from the exercise of the Secured Party's rights under Paragraph 6(c).

(d) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.

(e) **Demands and Notices.** All demands and notices given by a party under this Annex will be made as specified in the Notices Section of this Agreement, except as otherwise provided in Paragraph 13.

(f) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 13 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 12. Definitions

As used in this Annex:—

“*Cash*” means the lawful currency of the United States of America.

“*Credit Support Amount*” has the meaning specified in Paragraph 3.

“*Custodian*” has the meaning specified in Paragraphs 6(b)(i) and 13.

“*Delivery Amount*” has the meaning specified in Paragraph 3(a).

“*Disputing Party*” has the meaning specified in Paragraph 5.

“*Distributions*” means, with respect to Posted Collateral other than Cash, all principal, interest and other payments and distributions of cash or other property with respect thereto, regardless of whether the Secured Party has disposed of that Posted Collateral under Paragraph 6(c). Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Collateral or, with respect to any Posted Collateral in the form of Cash, any distributions on that collateral, unless otherwise specified herein.

“*Eligible Collateral*” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“*Eligible Credit Support*” means Eligible Collateral and Other Eligible Support.

“*Exposure*” means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(2)(A) of this Agreement as if all Transactions (or Swap Transactions) were being terminated as of the relevant Valuation Time; *provided* that Market Quotation will be determined by the Valuation Agent using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”).

“*Independent Amount*” means, with respect to party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“*Interest Amount*” means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Posted Collateral in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 360.

“*Interest Period*” means the period from (and including) the last Local Business Day on which an Interest Amount was Transferred (or, if no Interest Amount has yet been Transferred, the Local Business Day on which Posted Collateral in the form of Cash was Transferred to or received by the Secured Party) to (but excluding) the Local Business Day on which the current Interest Amount is to be Transferred.

“*Interest Rate*” means the rate specified in Paragraph 13.

“Local Business Day,” unless otherwise specified in Paragraph 13, has the meaning specified in the Definitions Section of this Agreement, except that references to a payment in clause (b) thereof will be deemed to include a Transfer under this Annex.

“Minimum Transfer Amount” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Notification Time” has the meaning specified in Paragraph 13.

“Obligations” means, with respect to a party, all present and future obligations of that party under this Agreement and any additional obligations specified for that party in Paragraph 13.

“Other Eligible Support” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“Other Posted Support” means all Other Eligible Support Transferred to the Secured Party that remains in effect for the benefit of that Secured Party.

“Pledgor” means either party, when that party (i) receives a demand for or is required to Transfer Eligible Credit Support under Paragraph 3(a) or (ii) has Transferred Eligible Credit Support under Paragraph 3(a).

“Posted Collateral” means all Eligible Collateral, other property, Distributions, and all proceeds thereof that have been Transferred to or received by the Secured Party under this Annex and not Transferred to the Pledgor pursuant to Paragraph 3(b), 4(d)(ii) or 6(d)(i) or released by the Secured Party under Paragraph 8. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(d)(ii) will constitute Posted Collateral in the form of Cash.

“Posted Credit Support” means Posted Collateral and Other Posted Support.

“Recalculation Date” means the Valuation Date that gives rise to the dispute under Paragraph 5; *provided, however,* that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the “Recalculation Date” means the most recent Valuation Date under Paragraph 3.

“Resolution Time” has the meaning specified in Paragraph 13.

“Return Amount” has the meaning specified in Paragraph 3(b).

“Secured Party” means either party, when that party (i) makes a demand for or is entitled to receive Eligible Credit Support under Paragraph 3(a) or (ii) holds or is deemed to hold Posted Credit Support.

“Specified Condition” means, with respect to a party, any event specified as such for that party in Paragraph 13.

“Substitute Credit Support” has the meaning specified in Paragraph 4(d)(i).

“Substitution Date” has the meaning specified in Paragraph 4(d)(ii).

“Threshold” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Transfer” means, with respect to any Eligible Credit Support, Posted Credit Support or Interest Amount, and in accordance with the instructions of the Secured Party, Pledgor or Custodian, as applicable:

- (i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;

(iii) in the case of securities that can be paid or delivered in book-entry, the giving of written instruments to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient; and

(iv) in the case of Other Eligible Support or Other Posted Support, as specified in Paragraph 13.

“Valuation Agent” has the meaning specified in Paragraph 13.

“Valuation Date” means each date specified in or otherwise determined pursuant to Paragraph 13.

“Valuation Percentage” means, for any item of Eligible Collateral, the percentage specified in Paragraph 13.

“Valuation Time” has the meaning specified in Paragraph 13.

“Value” means for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 5 in the case of a dispute, with respect to:

- (i) Eligible Collateral or Posted Collateral that is:
 - (A) Cash, the amount thereof; and
 - (B) a security, the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any;
- (ii) Posted Collateral that consists of items that are not specified as Eligible Collateral, zero; and
- (iii) Other Eligible Support and Other Posted Support, as specified in Paragraph 13.

Paragraph 13. Elections and Variables

(a) **Security Interest for “Obligations”.** The term “Obligations” as used in this Annex means, with respect to a party, all present and future obligations under this Agreement.

(b) **Credit Support Obligations.**

(i) **Delivery Amount, Return Amount and Credit Support Amount; Addition to Paragraph 3.**

(A) **“Delivery Amount”** has the meaning set forth in Paragraph 3(a).

(B) **“Return Amount”** means, for any Valuation Date, an amount equal to the amount by which (i) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party exceeds (ii) the Credit Support Amount; provided, however, that following such return, the Value of all Posted Credit Support held by the Secured Party must at least equal the Credit Support Amount.

(C) **“Credit Support Amount”** means for any Valuation Date (i) the Secured Party’s Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) the Pledgor’s Threshold, if any; provided, however, that (x) in the case where the sum of the Independent Amounts applicable to the Pledgor exceeds zero, the Credit Support Amount will not be less than the sum of all Independent Amounts applicable to the Pledgor and (y) in all other cases, the Credit Support Amount will be deemed to be zero whenever the calculation of the Credit Support Amount yields an amount less than zero.

(D) **Addition to Paragraph 3.** The following subparagraph (c) is hereby added to Paragraph 3 of this Annex:

(c) **No offset.** On any Valuation Date, if either (i) each party is required to make a Transfer under Paragraph 3(a) or (ii) each party is required to make a Transfer under Paragraph 3(b), then the amounts of those obligations will not offset each other.

(ii) **Eligible Collateral.** The items set forth on Schedule I hereto will qualify as **“Eligible Collateral”** for the party specified.

(iii) **Other Eligible Support.** There shall be no **“Other Eligible Support”** for either party for purposes of this Annex.

(iv) **Thresholds.**

(A) **“Independent Amount”** shall mean, for Party A and Party B, zero (USD 0.00).

(B) **“Threshold”** as of any date shall be the amount set forth in Schedule II hereto under the caption **“Threshold”** and shall be the amount set forth opposite the rating classification assigned to any long-term unsecured, unenhanced and unsubordinated indebtedness of Party A or the long-term, unenhanced and unsubordinated bonds, notes or other obligations of Party B payable pursuant to the Second Lien Resolution by any Relevant Rating Agency. If at any time (x) all outstanding long-term unsecured, unsubordinated debt securities of Party A or the long-term, unenhanced and unsubordinated bonds, notes or other obligations of Party B payable pursuant to the Second Lien Resolution shall not be rated by either of the Relevant Rating Agencies or (y) an Event of Default has occurred and is continuing with respect to Party A or Party B, the Threshold for such party shall be zero (USD 0.00). If a rating assigned by a Relevant Rating Agency is subsequently withdrawn or suspended, the Threshold with respect to the relevant party shall be zero (USD 0.00). In the event of a split rating classification by the Relevant Rating Agencies the Threshold shall be the amount opposite the lower of the ratings on Schedule II hereto. **“Relevant Rating Agency”** for the purposes hereof means S&P and Moody’s.

(C) **“Minimum Transfer Amount”** as of any date shall be the amount set forth in Schedule II hereto under the caption “Minimum Transfer Amount” and shall be the amount set forth opposite the rating classification assigned to any long-term unsecured, unenhanced and unsubordinated indebtedness of Party A or the long-term, unenhanced and unsubordinated bonds, notes or other obligations of Party B payable pursuant to the Second Lien Resolution by any Relevant Rating Agency. If at any time all outstanding long-term unsecured, unenhanced and unsubordinated indebtedness of Party A or the long-term, unenhanced and unsubordinated bonds, notes or other obligations of Party B payable pursuant to the Second Lien Resolution shall not be rated by either of the Relevant Rating Agencies, the Minimum Transfer Amount for such party shall be zero (USD 0.00). In the event of a split rating classification by the Relevant Rating Agencies the Minimum Transfer Amount shall be the amount opposite the lower of the ratings on Schedule II hereto. “Relevant Rating Agency” for the purposes hereof means S&P and Moody’s.

(D) **Rounding.** The Delivery Amount and the Return Amount will not be rounded.

(c) **Valuation and Timing.**

(i) **“Valuation Agent”** means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraphs 4(d)(ii) and 6(d), the Secured Party receiving or deemed to receive the Substitute Credit Support or the Distributions of the Interest Amount, as applicable, provided, however, that for purposes of calculating the Value of Eligible Credit Support or Posted Credit Support, Party A shall be the Valuation Agent.

(ii) **“Valuation Date”** means, with respect to the determination of Exposure, the first Local Business Day of each month or any other Local Business Day upon the reasonable request of either party, and with respect to the determination of Value of Eligible Credit Support or Posted Credit Support, the first Local Business Day of each week or any other Local Business Day upon the reasonable request of either party.

(iii) **“Valuation Time”** means, with respect to the determination of Exposure, Value of Eligible Credit Support and Posted Credit Support, the close of business on the Local Business Day immediately before the Valuation Date or date of calculation, as applicable.

(iv) **“Notification Time”** means 10:00 a.m., New York time on a Valuation Date; provided, however, that, notwithstanding Paragraph 4(b), (x) with regard to Transfers of Eligible Credit Support or Posted Credit Support in the form of Cash, if a request for Transfer is made by the Notification Time, then the relevant Transfer shall be made not later than the close of business on the day on which such request is received, or, if such day is not a Local Business Day or, if such request is received after the Notification Time, not later than the close of business on the next Local Business Day, and (y) with regard to Transfers of other forms of Eligible Credit Support or Posted Credit Support, the relevant Transfer shall be made in accordance with Paragraph 4(b). Notwithstanding anything herein to the contrary, with regard to Transfers of Independent Amounts, the relevant Transfer shall be made by the close of business on the second Local Business Day following the Trade Date of the applicable Transaction.

(d) **Conditions Precedent and Secured Party’s Rights and Remedies.** There shall be no “Specified Condition” with respect to Party A or Party B.

(e) **Substitution.**

(i) **“Substitution Date”** has the meaning specified in Paragraph 4(d)(ii).

(ii) The following provision shall be inserted at the end of Paragraph 4(d) (ii): “; provided, further however, that any request to substitute must seek the substitution of Eligible Credit Support or Posted Credit Support in an amount in excess of the Pledgor’s Minimum Transfer Amount”.

(f) **Dispute Resolution.**

(i) **“Resolution Time”** means 1:00 p.m., New York time, on the Local Business Day following the date on which notice is given that gives rise to a dispute under Paragraph 5.

(ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), Party A will determine the Value of Eligible Credit Support or Posted Credit Support consisting of securities based upon the bid quotations of any generally recognized dealer (which may include an affiliate of Party A), and adding thereto any interest accrued but not paid to any person with respect to such securities through the day on which the determination is made and multiplying the sum by the applicable Valuation Percentage, if any.

(iii) **Alternative.** The provisions of Paragraph 5 will apply, provided, however, that in the event of a dispute regarding the Value of securities which constitute Eligible Credit Support or Posted Credit Support, Party B may submit bid quotations from two other recognized dealers in which case the Value of such securities shall be the mean of the two quotations submitted by Party B.

(g) **Holding and Using Posted Collateral.**

(i) **Eligibility to Hold Posted Collateral; Custodians.** A party or its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b) provided that such party is not a Defaulting Party. Initially Party A shall not be using a Custodian and initially the Custodian for Party B shall be as set forth in a written notice delivered to Party A to the address and in the manner as set forth in Paragraph (k).

(ii) **Use of Posted Collateral.** The provisions of Section 6(c) will apply to both parties.

(h) **Distributions and Interest Amount.**

(i) **Interest Rate.** The “Interest Rate” will be the overnight ask rate in effect for such day, as set forth opposite the caption “ON” under the heading “EURO-DOLLAR” on Telerate Page 4756 or any successor page thereto on or about 11:00 a.m., New York time, on such day, or, if no successor page is quoted, any page agreed to by the parties.

(ii) **Transfer of Interest Amount.** Transfers of the Interest Amount will be made in arrears on the last Local Business Day of each calendar month.

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 6(d)(ii) will apply, provided, however, that the Interest Amount will compound daily.

(i) **Additional Representations.**

Party A and Party B each represent to the other (which representation will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that:

(i) no consent, approval or other authorization of any governmental authority is required in connection with the Transfer of Eligible Collateral hereunder.

(ii) its assets exceed its liabilities.

(j) **Other Eligible Support and Other Posted Support.**

(i) **“Value”** with respect to Other Eligible Support and Other Posted Support shall not be applicable.

(ii) **“Transfer”** with respect to Other Eligible Support and Other Posted Support shall not be applicable.

(k) **Demands and Notices.**

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Annex, provided, that the address for Party A for such purposes shall be:

Citibank, N.A.
Collateral Management Group
333 West 34th Street, 2nd FL
New York, NY 10001
Telephone no. (212) 615-8589
Facsimile no. (212) 615-8595;

and the address for Party B for such purposes shall be:

Louisiana State Bond Commission
State Capitol Building, 21st Floor
P.O. Box 441 54
Baton Rouge, LA 70804
Attention: Whit Kling, Director
Facsimile: (225) 342-0064

(l) **Other Provisions.**

(i) **Form of Collateral.** All non-Cash Eligible Credit Support or Posted Credit Support Transferred to either party shall be recorded in book entry form by a Federal Reserve Bank, as fiscal agent, and Pledgor shall (i) deliver to Secured Party a listing of such credit support by title (or series), unpaid principal amount and maturity date and (ii) cause a Federal Reserve bank to hold such credit support for the account of the Secured Party or the Custodian (in a custody account), as applicable, in the name of the Secured Party or Custodian, as applicable.

(ii) **Care of Posted Collateral.** Supplementing the provisions of Paragraph 6(a), the Secured Party shall also be deemed to have exercised reasonable care if it takes such action for that purpose as the Pledgor shall reasonably request in writing (but no omission to comply with any such request shall of itself be deemed a failure to exercise reasonable care).

(iii) **Use of Posted Credit Support.** Supplementing the provisions of Paragraph 6(c), the Secured Party may notify the obligors on any Posted Collateral to make payment to the Secured Party or its nominee or transferee of any amounts due thereon and to take control or grant its nominee the right to take control of any proceeds of any Posted Collateral.

(iv) **Collateral Account; Place of Transfers.** Transfers of Eligible Credit Support by the Pledgor to the Secured Party shall be made for credit to an account of the Secured Party at such commercial bank in New York City as shall be designated by the Secured Party. The Pledgor agrees that the Secured Party shall have absolute control over the Pledgor's Collateral Account and that the Pledgor shall have no right to make any withdrawal from the Pledgor's Collateral Account. Upon request of the Secured Party, the Pledgor shall use its best efforts to cause such bank to deliver a letter to the Secured Party, in form and substance reasonably satisfactory to the Secured Party, in which such bank agrees to waive or acknowledges its waiver, with respect to such account, of any general lien and any right of setoff against the Pledgor.

(v) **U.S. Bankruptcy Code Provisions.** (x) All Transfers of Posted Collateral hereunder (including the grant of a security interest in Posted Collateral hereunder) are “transfers” “under” the Agreement within the meaning of Section 546(g) of the United States Bankruptcy Code; and (y) to the extent any Transaction constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, transfers of Posted Collateral under the Annex are intended to be “margin payments” within the meaning of Section 101(38) of the United States Bankruptcy Code.

(vi) **Notices.** Notwithstanding Section 12 of the Agreement, any communication by a party (“X”) to the other party (“Y”) requesting the delivery or return of Eligible Credit Support or Posted Credit Support pursuant to Section 3 of this Annex may be given orally (including telephonically to the telephone number of Y set forth in subparagraph (k) above, or any other telephone number Y may notify X of in writing) during normal business hours in the city in which Y is located on any Local Business Day to any officer, employee or agent of Y which identifies himself or herself as being permitted to receive oral communications on behalf of Y with respect to this Annex. Any such oral communication will be deemed received and effective when actually received by any such officer, employee or agent of Y. X shall deliver to Y, within one Local Business Day following receipt of an oral or written request by Y, a written confirmation of any such oral communication.

(vii) **Secured Party’s Rights and Remedies.**

(a) Supplementing the provisions of Paragraph 8(a), the Pledgor irrevocably appoints the Secured Party its attorney-in-fact, with full authority in its place and stead and in its name or otherwise, from time to time in the Secured Party’s discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Annex, including without limitation:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Posted Collateral and to perform all other acts as fully as though the Secured Party were the absolute owner of the Posted Collateral for all purposes,

(ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and

(iii) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Posted Collateral or otherwise to enforce the rights of the Secured Party with respect to any Posted Collateral.

(b) Further supplementing the provisions of Paragraph 8(a) and 13(a), the Secured Party may apply Eligible Credit Support or Posted Credit Support to pay any amounts due by Pledgor to Secured Party pursuant to this Agreement, including any Transaction, and any other amounts then due by Pledgor to Secured Party or its Affiliates under any other contractual arrangements between them.

(viii) **Actions Hereunder.** Either party may take any actions hereunder, including liquidation rights, through its Custodian, and, in the case of Party A, through Citigroup Global Markets Inc. or any successor to either, as agent for Party A.

(ix) **Severability.** Any provision of this Annex which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(x) **Successors.** This Annex and all obligations of the Pledgor hereunder shall be binding upon the successors and assigns of the Pledgor and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its respective successors and assigns.

(xi) **No Third Party Rights.** This Annex has been and is made solely for the benefit of Party A and Party B and their respective assigns, and no other person, partnership, association, corporation or other entity shall acquire or have any right under or by virtue of this Annex.

IN WITNESS WHEREOF, the parties hereto have executed this Annex as of the date first above written.

CITIBANK, N.A.

STATE OF LOUISIANA, BY AND THROUGH THE LOUISIANA STATE BOND COMMISSION

By: *Jervold H. Abrahams*
Name: Jervold H. Abrahams
Title: Vice President
Date: 7/1/09

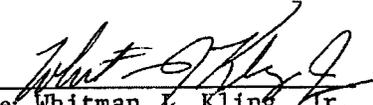
By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have executed this Annex as of the date first above written.

CITIBANK, N.A.

STATE OF LOUISIANA, BY AND
THROUGH THE LOUISIANA STATE
BOND COMMISSION

By: _____
Name:
Title:
Date:

By: 
Name: Whitman J. Kling, Jr.
Title: Director
Date: June 30, 2009

Schedule I

	Party A	Party B	Valuation Percentage
(A) Cash	[X]	[X]	100%
(B) (x) Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of:			
(i) less than one year	[X]	[X]	100%
(ii) one year or greater but less than 10 years	[X]	[X]	98%
(iii) 10 years or greater	[X]	[X]	95%
(C) (x) Negotiable debt obligations issued by the Federal Home Loan Mortgage Association (“Freddie Mac”) or the Federal National Mortgage Association (“Fannie Mae”) or (y) mortgage-backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service.	[X]	[X]	95%
(D) Any other collateral acceptable to the Secured Party in its sole discretion	[X]	[X]	*

* The Valuation Percentage shall be determined by the Valuation Agent from time to time and in its sole discretion.

Schedule II

<u>S&P</u>	<u>Moody's</u>	<u>Party A Threshold</u>	<u>Party B Threshold</u>	<u>Minimum Transfer</u> <u>Amount</u>
A+ or higher	A1 or higher	Infinite	Infinite	USD 100,000
A	A2	Infinite	Zero	USD 100,000
A- or below	A3 or below	Zero	Zero	USD 100,000



Execution Copy

December 13, 2006

Second Amended and Restated Transaction

State of Louisiana,
by and through the Louisiana State Bond Commission
State Capitol Building, 21st Floor
P.O. Box 441 54
Baton Rouge, LA 70804
Attention: Whit Kling, Director of State Bond Commission

Tax ID#: ID 72-6000839

Ladies and Gentlemen:

The purpose of this letter agreement is to **further** amend the terms and conditions of the Transaction originally entered into between Citibank, N.A. ("Citibank") and the State of Louisiana, by and through the Louisiana State Bond Commission (the "Counterparty") on the Trade Date specified below (the "Original Transaction" and as amended and restated as of December 1, 2008, **the "First Amended and Restated Transaction," and as amended and restated herein**, the "Transaction"). This Transaction is not an insured transaction.

The definitions and provisions contained in the **2006** ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions") are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

1. This Confirmation supplements, forms part of, and is subject to, the certain ISDA Master Agreement, including the Schedule thereto, dated as of December 13, 2006, as amended and restated as of December 1, 2008 **and as further amended and restated as of July 1, 2009** (as the same may be amended or supplemented from time to time, together with the Schedule and any other Confirmation, the "Agreement"), between Citibank and the Counterparty. All provisions contained in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for purposes of this Transaction.

2. The terms of the particular Transaction to which the Confirmation relates are as follow:

Notional Amount: Initially USD \$14,125,000, thereafter amortizing as set forth in Annex I, which is attached hereto and incorporated by reference into this Confirmation.

Trade Date: December 13, 2006

Effective Date: May 1, 2009

Termination Date: May 1, 2041, subject to Section 4 of this Confirmation.

Fixed Amounts:

Fixed Rate Payer: Counterparty

Fixed Rate Payer
Period End Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to no adjustment.

Fixed Rate Payer
Payment Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: **(i) From and including the Effective Date to but excluding July 1, 2009, 3.660% and (ii) from and including July 1, 2009 and thereafter, 3.690% per annum.**

Fixed Rate Date Count
Fraction: 30/360

Floating Amounts:

Floating Rate Payer: Citibank

Floating Rate Payer
Period End Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to no adjustment.

Floating Rate Payer
Payment Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option: 70% of USD-LIBOR-BBA

Ref No.: MS10843 (as amended and restated as of December 1, 2008 and July 1, 2009)

Designated Maturity:	1 month
Floating Rate Spread:	None
Floating Rate Day Count Fraction:	Actual/360
Floating Rate Determination Date:	Two London Business Days prior to the Reset Date.
Floating Rate Reset Date:	The Effective Date and thereafter the first day of each month, subject to adjustment in accordance with the Modified Following Business Day Convention.
Compounding:	Inapplicable
Method of Averaging:	Inapplicable
Business Days:	New York

3. **Additional Termination Event will apply.** The following shall constitute an Additional Termination Event:

(a) **Option To Terminate In Whole Or In Part With Cash Settlement:**

In connection with this Transaction, Counterparty shall have the Option to early terminate, cancel and cash settle this Transaction, in whole or in part, effective on any Business Day after the Trade Date (the "Optional Termination Date"). This Option may be exercised by written, telex or facsimile notice delivered to Citibank no later than two (2) Business Days prior to the Optional Termination Date (the "Notification Date"), which notice shall only be effective upon actual receipt by Citibank and shall be irrevocable. Following any such early termination and cancellation and payment of the Cash Settlement Amount as calculated below, the parties shall be relieved of all further payment obligations hereunder except for (i) payment of all accrued but yet unpaid amounts calculated to but excluding the Optional Termination Date (unless otherwise included in the Cash Settlement Amount as calculated below) and (ii) payment of amounts under the remaining portion of this Transaction in the case of partial cancellation. If this Transaction is cancelled in part, all payment calculations following the Optional Termination Date will be based on the remaining portion of this Transaction after giving effect to such partial cancellation, as set forth in a partial termination Confirmation to be provided by Citibank.

Notwithstanding anything to the contrary contained herein, the Counterparty will not exercise this Option if, in connection with such exercise, a Cash Settlement Amount would be payable by the Counterparty to Citibank unless the Counterparty provides evidence reasonably satisfactory to Citibank that: (i) such Cash Settlement Amount will be made by the Counterparty on or before the second Business Day immediately following the Optional Termination Date, and (ii) such Cash Settlement Amount will not cause the Counterparty to be in violation of, or in default of, any material obligation under any material agreement of the Counterparty.

The Calculation Agent will determine a U.S. Dollar value for the terminated portion of this Transaction (the "Cash Settlement Amount") in accordance with Section 6(e)(i)(4), where the

Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction. If such Cash Settlement Amount is not mutually acceptable to Citibank and the Counterparty, Citibank shall determine a Cash Settlement Amount with respect to this Transaction in accordance with Section 6(e)(i)(3), where (A) Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction, (B) the Reference Market-makers providing quotations are acceptable to both the Citibank and Counterparty, and (C) each Reference Market-maker certifies in writing that such Reference Market-maker is prepared to take an assignment of this Transaction based on their quotation.

4. **Mandatory Termination.** Notwithstanding the Termination Date of May 1, 2041, or any other provision of this Transaction, this Transaction shall automatically and without any other or further action by either party hereto terminate **on the earlier of (i) the first Business Day of July, 2012 and (ii) the date on which no Related Bonds are outstanding (the “Mandatory Termination Date”)**. The amount due and payable in respect of such termination shall be determined by Citibank in its sole discretion. If, however, the Counterparty elects to dispute such amount, the amount due and payable in respect of such termination shall be determined pursuant to Section 6 of the Master Agreement as if (i) the Mandatory Termination Date is the Early Termination Date, (ii) the Counterparty is the sole Affected Party, (iii) this Transaction is the sole Affected Transaction, (iv) Market Quotation and the Second Method are selected for purposes of Payments on Early Termination and (v) the Termination Date is May 1, 2041. Amounts payable pursuant to this paragraph shall be due and payable no later than the Mandatory Termination Date.

“Related Bonds” means the State of Louisiana Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-4.

5. **Bond-Related Transaction:**

This Transaction is a “Bond-Related Transaction,” as defined in the Agreement.

6. **Calculation Agent:**

Citibank, unless Citibank is in default, in which case, the Calculation Agent shall be the Counterparty.

7. **Representations:**

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that:

- (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party or any Credit Support Provider (if there is one) of such party, as applicable, as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party or

any Credit Support Provider (if there is one) of such party, as applicable, shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction.
- (iii) **Status of Parties.** The other party, and any Credit Support Provider (if there is one) of such party, as applicable, are not acting as a fiduciary for, or an advisor to it in respect of this Transaction.

8. Documents to be Delivered.

(a) The following documents shall be delivered by the Counterparty to Citibank on or prior to December 1, 2008:

(i) an opinion of counsel to the Counterparty, in form and substance satisfactory to Citibank, with respect to the enforceability of this Transaction, as amended and restated herein, and the Cooperative Endeavor Agreement against the Counterparty;

(ii) evidence reasonably satisfactory to Citibank of (A) the authority of the Counterparty to enter into this Transaction, as amended and restated herein, and the Cooperative Endeavor Agreement and (B) the authority and genuine signature of the individual signing this Confirmation and the Cooperative Endeavor Agreement on behalf of Party B to execute the same;

(iii) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of the Counterparty, certified by an appropriate official of the counterparty, pursuant to which the Counterparty is authorized to enter into this Transaction, as amended and restated herein and the Cooperative Endeavor Agreement;

(iv) an opinion of counsel to the Division and the Department, in form and substance satisfactory to Citibank, with respect to the enforceability of the Cooperative Endeavor Agreement against the Division and the Department;

(v) evidence reasonably satisfactory to Citibank of (A) the authority of each of the Division and the Department to enter into the Cooperative Endeavor Agreement and (B) the authority and genuine signature of the individuals signing the Cooperative Endeavor Agreement on behalf of Division and the Department to execute the same;

(vi) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing bodies of the Division and the Department, certified by an appropriate official of the each counterparty, pursuant to which the Division and the Department are each authorized to enter into the Cooperative Endeavor Agreement;

(vii) the Cooperative Endeavor Agreement executed by the Counterparty, the Division and the Department; and

(viii) evidence of the approval of the Cooperative Endeavor Agreement by the Division of Administration – Office of Contractual Review, the **Counterparty** and the Joint

Ref No.: MS10843 (as amended and restated as of December 1, 2008 **and July 1, 2009**)

Legislative Committee on the Budget as described in Paragraph 14 of the Cooperative Endeavor Agreement.

(b) The following documents shall be delivered by Counterparty to Citibank on or prior to July 1, 2009:

- (i) State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted on May 5, 2009 and each amendment thereto, including without limitation the Fourth Supplemental State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted on June 18, 2009;**
- (ii) the Release and Covenant Not to Sue, dated July 1, 2009 (the “Release and Covenant”) executed by Counterparty, the Division of Administration, an agency of the State of Louisiana (the “Division”) and the Department of Transportation and Development, an agency of the State of Louisiana (the “Department”);**
- (iii) an opinion of counsel to Counterparty, in form and substance satisfactory to Citibank, with respect to the enforceability of this Transaction, as amended and restated herein, and the Release and Covenant against Counterparty;**
- (iv) evidence reasonably satisfactory to Citibank of (A) the authority of Counterparty to enter into this Transaction, as amended and restated herein, and the Release and Covenant and (B) the authority and genuine signature of the individual signing this Confirmation and the Release and Covenant on behalf of Counterparty to execute the same;**
- (vi) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of Counterparty, certified by an appropriate official of Counterparty, pursuant to which Counterparty is authorized to enter into this Transaction, as amended and restated herein and the Release and Covenant;**
- (vii) an opinion of counsel to the Division and the Department, in form and substance satisfactory to Citibank, with respect to the enforceability of the Release and Covenant against the Division and the Department;**
- (viii) evidence reasonably satisfactory to Citibank of (A) the authority of each of the Division and the Department to enter into the Release and Covenant and (B) the authority and genuine signature of the individuals signing the Release and Covenant on behalf of the Division and the Department to execute the same; and**
- (ix) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing bodies of the Division and the Department, certified by an appropriate official of the each counterparty, pursuant to which the Division and the Department are each authorized to enter into the Release and Covenant.**
- (xii) the Amendment No. 1 to the Cooperative Endeavor Agreement, dated as of May 28, 2009 (the “Cooperative Endeavor Agreement Amendment”), executed by Counterparty, the Division and the Department, in form and substance satisfactory to Citibank;**

- (xiii) **an opinion of counsel to Counterparty, in form and substance satisfactory to Citibank with respect to the enforceability of the Cooperative Endeavor Agreement Amendment against Counterparty;**
- (xiv) **evidence reasonably satisfactory to Citibank of (A) the authority of Counterparty to enter into the Cooperative Endeavor Agreement Amendment and (B) the authority and genuine signature of the individual signing the Cooperative Endeavor Agreement Amendment on behalf of Counterparty to execute the same;**
- (xv) **a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of Counterparty, certified by an appropriate official of Counterparty, pursuant to which Counterparty is authorized to enter into the Cooperative Endeavor Agreement Amendment;**
- (xvi) **an opinion of counsel to the Division and the Department, in form and substance satisfactory to Citibank, with respect to the enforceability of the Cooperative Endeavor Agreement, as amended by the Cooperative Endeavor Agreement Amendment, against the Division and the Department;**
- (xvii) **evidence reasonably satisfactory to Citibank of (A) the authority of each of the Division and the Department to enter into the Cooperative Endeavor Agreement Amendment and (B) the authority and genuine signature of the individuals signing the Cooperative Endeavor Agreement Amendment on behalf of the Division and the Department to execute the same; and**
- (xviii) **evidence of the approval of the Cooperative Endeavor Agreement, as amended by the Cooperative Endeavor Agreement Amendment, by the Division of Administration – Office of Contractual Review, Counterparty, and the Joint Legislative Committee on the Budget, as described in the Cooperative Endeavor Agreement.**

9. Amended and Restated Transaction. This Transaction amends and restates the **First Amended and Restated Transaction**, which shall be of no further force or effect. Neither Citibank nor the Counterparty shall owe any amounts or have any other obligation **under the First Amended and Restated Transaction or the Original Transaction.**

10. Account Details:

To Citibank: Citibank, N.A.
 ABA # 021000089
 Account No. 00167679
 Reference: MS10843

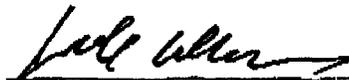
To Counterparty: JPMorganChase Bank N.A.
 ABA #021000021 (for wire transfer in and out only)
 State of Louisiana Treasury, Central Depository Bank Account
 7900405426

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-723-6320.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A.

By: 
Name: Jerrold H. Abrahams
Title: Vice President

Confirmed as of the
date first above written:

STATE OF LOUISIANA,
by and through the LOUISIANA STATE BOND COMMISSION

By: _____
Name: Whitman J. Kling, Jr.
Title: Director, Louisiana State Bond Commission

Ref No.: MS10843 (as amended and restated as of December 1, 2008 and July 1, 2009)

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

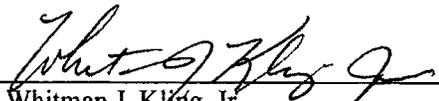
Yours sincerely,

CITIBANK, N.A.

By: _____
Name:
Title:

Confirmed as of the
date first above written:

STATE OF LOUISIANA,
by and through the LOUISIANA STATE BOND COMMISSION

By: 
Name: Whitman J. Kling, Jr.
Title: Director, Louisiana State Bond Commission

Annex I
 To Confirmation, dated December 13, 2006,
 as amended and restated as of December 1, 2008,
as further amended and restated as of July 1, 2009
 between Citibank, N.A.
 and State of Louisiana,
 by and through the Louisiana State Bond Commission

<u>From & Including:</u>	<u>To But Excluding:</u>	<u>Notional Amount</u> <u>(USD):</u>	<u>Notional</u> <u>Reduction</u> <u>Amount (USD):</u>
Effective Date	1-May-24	14,125,000	41,250
1-May-24	1-May-25	14,083,750	103,125
1-May-25	1-May-26	13,980,625	168,750
1-May-26	1-May-27	13,811,875	238,125
1-May-27	1-May-28	13,573,750	312,500
1-May-28	1-May-29	13,261,250	391,250
1-May-29	1-May-30	12,870,000	474,375
1-May-30	1-May-31	12,395,625	563,125
1-May-31	1-May-32	11,832,500	657,500
1-May-32	1-May-33	11,175,000	756,875
1-May-33	1-May-34	10,418,125	862,500
1-May-34	1-May-35	9,555,625	974,375
1-May-35	1-May-36	8,581,250	1,092,500
1-May-36	1-May-37	7,488,750	1,218,125
1-May-37	1-May-38	6,270,625	1,350,000
1-May-38	1-May-39	4,920,625	1,490,000
1-May-39	1-May-40	3,430,625	1,637,500
1-May-40	1-May-41	1,793,125	1,793,125



Execution Copy

December 13, 2006

Second Amended and Restated Transaction

State of Louisiana,
by and through the Louisiana State Bond Commission
State Capitol Building, 21st Floor
P.O. Box 441 54
Baton Rouge, LA 70804
Attention: Whit Kling, Director of State Bond Commission

Tax ID#: ID 72-6000839

Ladies and Gentlemen:

The purpose of this letter agreement is to **further** amend the terms and conditions of the Transaction originally entered into between Citibank, N.A. ("Citibank") and the State of Louisiana, by and through the Louisiana State Bond Commission (the "Counterparty") on the Trade Date specified below (the "Original Transaction" and as amended and restated as of December 1, 2008, the "**First Amended and Restated Transaction,**" and as amended and restated herein, the "Transaction"). This Transaction is not an insured transaction.

The definitions and provisions contained in the **2006** ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions") are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

1. This Confirmation supplements, forms part of, and is subject to, the certain ISDA Master Agreement, including the Schedule thereto, dated as of December 13, 2006, as amended and restated as of December 1, 2008 **and as further amended and restated as of July 1, 2009** (as the same may be amended or supplemented from time to time, together with the Schedule and any other Confirmation, the "Agreement"), between Citibank and the Counterparty. All provisions contained in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for purposes of this Transaction.

2. The terms of the particular Transaction to which the Confirmation relates are as follow:

Notional Amount: Initially USD \$46,500,000, thereafter amortizing as set forth in Annex I, which is attached hereto and incorporated by reference into this Confirmation.

Trade Date: December 13, 2006

Effective Date: May 1, 2009

Termination Date: May 1, 2043, subject to Section 4 of this Confirmation.

Fixed Amounts:

Fixed Rate Payer: Counterparty

Fixed Rate Payer
Period End Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to no adjustment.

Fixed Rate Payer
Payment Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: **(i) From and including the Effective Date to but excluding July 1, 2009, 3.652% and (ii) from and including July 1, 2009 and thereafter, 3.682% per annum.**

Fixed Rate Date Count
Fraction: 30/360

Floating Amounts:

Floating Rate Payer: Citibank

Floating Rate Payer
Period End Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to no adjustment.

Floating Rate Payer
Payment Dates: The first day of each month, commencing on June 1, 2009, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option: 70% of USD-LIBOR-BBA

Ref No.: MS10844 (as amended and restated as of December 1, 2008 and July 1, 2009)

Designated Maturity:	1 month
Floating Rate Spread:	None
Floating Rate Day Count Fraction:	Actual/360
Floating Rate Determination Date:	Two London Business Days prior to the Reset Date.
Floating Rate Reset Date:	The Effective Date and thereafter the first day of each month, subject to adjustment in accordance with the Modified Following Business Day Convention.
Compounding:	Inapplicable
Method of Averaging:	Inapplicable
Business Days:	New York

3. **Additional Termination Event will apply.** The following shall constitute an Additional Termination Event:

(a) **Option To Terminate In Whole Or In Part With Cash Settlement:**

In connection with this Transaction, Counterparty shall have the Option to early terminate, cancel and cash settle this Transaction, in whole or in part, effective on any Business Day after the Trade Date (the "Optional Termination Date"). This Option may be exercised by written, telex or facsimile notice delivered to Citibank no later than two (2) Business Days prior to the Optional Termination Date (the "Notification Date"), which notice shall only be effective upon actual receipt by Citibank and shall be irrevocable. Following any such early termination and cancellation and payment of the Cash Settlement Amount as calculated below, the parties shall be relieved of all further payment obligations hereunder except for (i) payment of all accrued but yet unpaid amounts calculated to but excluding the Optional Termination Date (unless otherwise included in the Cash Settlement Amount as calculated below) and (ii) payment of amounts under the remaining portion of this Transaction in the case of partial cancellation. If this Transaction is cancelled in part, all payment calculations following the Optional Termination Date will be based on the remaining portion of this Transaction after giving effect to such partial cancellation, as set forth in a partial termination Confirmation to be provided by Citibank.

Notwithstanding anything to the contrary contained herein, the Counterparty will not exercise this Option if, in connection with such exercise, a Cash Settlement Amount would be payable by the Counterparty to Citibank unless the Counterparty provides evidence reasonably satisfactory to Citibank that: (i) such Cash Settlement Amount will be made by the Counterparty on or before the second Business Day immediately following the Optional Termination Date, and (ii) such Cash Settlement Amount will not cause the Counterparty to be in violation of, or in default of, any material obligation under any material agreement of the Counterparty.

The Calculation Agent will determine a U.S. Dollar value for the terminated portion of this Transaction (the "Cash Settlement Amount") in accordance with Section 6(e)(i)(4), where the Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction. If such Cash Settlement Amount is not mutually acceptable to Citibank and the Counterparty, Citibank shall determine a Cash Settlement Amount with respect to this Transaction in accordance with Section 6(e)(i)(3), where (A) Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction, (B) the Reference Market-makers providing quotations are acceptable to both the Citibank and Counterparty, and (C) each Reference Market-maker certifies in writing that such Reference Market-maker is prepared to take an assignment of this Transaction based on their quotation.

4. **Mandatory Termination.** Notwithstanding the Termination Date of May 1, 2043, or any other provision of this Transaction, this Transaction shall automatically and without any other or further action by either party hereto terminate **on the earlier of (i) the first Business Day of July, 2012 and (ii) the date on which no Related Bonds are outstanding (the "Mandatory Termination Date")**. The amount due and payable in respect of such termination shall be determined by Citibank in its sole discretion. If, however, the Counterparty elects to dispute such amount, the amount due and payable in respect of such termination shall be determined pursuant to Section 6 of the Master Agreement as if (i) the Mandatory Termination Date is the Early Termination Date, (ii) the Counterparty is the sole Affected Party, (iii) this Transaction is the sole Affected Transaction, (iv) Market Quotation and the Second Method are selected for purposes of Payments on Early Termination and (v) the Termination Date is May 1, 2043. Amounts payable pursuant to this paragraph shall be due and payable no later than the Mandatory Termination Date.

"Related Bonds" means the State of Louisiana Taxable Gasoline and Fuels Tax Second Lien Revenue Bonds (Build America Bonds), 2009 Series A-4.

5. **Bond-Related Transaction:**

This Transaction is a "Bond-Related Transaction," as defined in the Agreement.

6. **Calculation Agent:**

Citibank, unless Citibank is in default, in which case, the Calculation Agent shall be the Counterparty.

7. **Representations:**

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that:

- (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party or any Credit Support Provider (if there is one) of such party, as applicable, as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this

Ref No.: MS10844 (as amended and restated as of December 1, 2008 **and July 1, 2009**)

Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party or any Credit Support Provider (if there is one) of such party, as applicable, shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction.
- (iii) **Status of Parties.** The other party, and any Credit Support Provider (if there is one) of such party, as applicable, are not acting as a fiduciary for, or an advisor to it in respect of this Transaction.

8. Documents to be Delivered.

(a) The following documents shall be delivered by the Counterparty to Citibank on or prior to December 1, 2008:

(i) an opinion of counsel to the Counterparty, in form and substance satisfactory to Citibank, with respect to the enforceability of this Transaction, as amended and restated herein, and the Cooperative Endeavor Agreement against the Counterparty;

(ii) evidence reasonably satisfactory to Citibank of (A) the authority of the Counterparty to enter into this Transaction, as amended and restated herein, and the Cooperative Endeavor Agreement and (B) the authority and genuine signature of the individual signing this Confirmation and the Cooperative Endeavor Agreement on behalf of Party B to execute the same;

(iii) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of the Counterparty, certified by an appropriate official of the counterparty, pursuant to which the Counterparty is authorized to enter into this Transaction, as amended and restated herein and the Cooperative Endeavor Agreement;

(iv) an opinion of counsel to the Division and the Department, in form and substance satisfactory to Citibank, with respect to the enforceability of the Cooperative Endeavor Agreement against the Division and the Department;

(v) evidence reasonably satisfactory to Citibank of (A) the authority of each of the Division and the Department to enter into the Cooperative Endeavor Agreement and (B) the authority and genuine signature of the individuals signing the Cooperative Endeavor Agreement on behalf of Division and the Department to execute the same;

(vi) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing bodies of the Division and the Department, certified by an appropriate official of the each counterparty, pursuant to which the Division and the Department are each authorized to enter into the Cooperative Endeavor Agreement;

(vii) the Cooperative Endeavor Agreement executed by the Counterparty, the Division and the Department; and

Ref No.: MS10844 (as amended and restated as of December 1, 2008 and July 1, 2009)

(viii) evidence of the approval of the Cooperative Endeavor Agreement by the Division of Administration – Office of Contractual Review, the **Counterparty** and the Joint Legislative Committee on the Budget as described in Paragraph 14 of the Cooperative Endeavor Agreement.

(b) The following documents shall be delivered by Counterparty to Citibank on or prior to July 1, 2009:

- (i) State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted on May 5, 2009 and each amendment thereto, including without limitation the Fourth Supplemental State of Louisiana Gasoline and Fuels Tax Second Lien Revenue Bond Resolution, adopted on June 18, 2009;**
- (ii) the Release and Covenant Not to Sue, dated July 1, 2009 (the “Release and Covenant”) executed by Counterparty, the Division of Administration, an agency of the State of Louisiana (the “Division”) and the Department of Transportation and Development, an agency of the State of Louisiana (the “Department”);**
- (iii) an opinion of counsel to Counterparty, in form and substance satisfactory to Citibank, with respect to the enforceability of this Transaction, as amended and restated herein, and the Release and Covenant against Counterparty;**
- (iv) evidence reasonably satisfactory to Citibank of (A) the authority of Counterparty to enter into this Transaction, as amended and restated herein, and the Release and Covenant and (B) the authority and genuine signature of the individual signing this Confirmation and the Release and Covenant on behalf of Counterparty to execute the same;**
- (vi) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of Counterparty, certified by an appropriate official of Counterparty, pursuant to which Counterparty is authorized to enter into this Transaction, as amended and restated herein and the Release and Covenant;**
- (vii) an opinion of counsel to the Division and the Department, in form and substance satisfactory to Citibank, with respect to the enforceability of the Release and Covenant against the Division and the Department;**
- (viii) evidence reasonably satisfactory to Citibank of (A) the authority of each of the Division and the Department to enter into the Release and Covenant and (B) the authority and genuine signature of the individuals signing the Release and Covenant on behalf of the Division and the Department to execute the same; and**
- (ix) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing bodies of the Division and the Department, certified by an appropriate official of the each counterparty, pursuant to which the Division and the Department are each authorized to enter into the Release and Covenant.**

Ref No.: MS10844 (as amended and restated as of December 1, 2008 and July 1, 2009)

ABA #021000021 (for wire transfer in and out only)
State of Louisiana Treasury, Central Depository Bank Account
7900405426

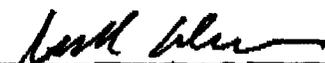
If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-723-6320.

Ref No.: MS10844 (as amended and restated as of December 1, 2008 **and July 1, 2009**)

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A.

By: 
Name: Jerrold H. Abrahams
Title: Vice President

Confirmed as of the
date first above written:

STATE OF LOUISIANA,
by and through the LOUISIANA STATE BOND COMMISSION

By: _____
Name: Whitman J. Kling, Jr.
Title: Director, Louisiana State Bond Commission

Ref No.: MS10844 (as amended and restated as of December 1, 2008 and July 1, 2009)

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

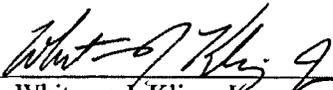
Yours sincerely,

CITIBANK, N.A.

By: _____
Name:
Title:

Confirmed as of the
date first above written:

STATE OF LOUISIANA,
by and through the LOUISIANA STATE BOND COMMISSION

By:  _____
Name: Whitman J. Kling, Jr.
Title: Director, Louisiana State Bond Commission

Ref No.: MS10844 (as amended and restated as of December 1, 2008 and July 1, 2009)

Annex I
 To Confirmation, dated December 13, 2006,
 as amended and restated as of December 1, 2008,
as further amended and restated as of July 1, 2009
 between Citibank, N.A.
 and State of Louisiana,
 by and through the Louisiana State Bond Commission

<u>From & Including:</u>	<u>To But Excluding:</u>	<u>Notional Amount</u> <u>(USD):</u>	<u>Notional</u> <u>Reduction</u> <u>Amount (USD):</u>
Effective Date	1-May-42	46,500,000	22,490,000
1-May-42	1-May-43	24,010,000	24,010,000