

## Exhibit C – Certificate of Acceptance and Notice to Pay

**TO: BANC OF AMERICA PUBLIC CAPITAL CORP.**

**FROM:**

**RE: FINANCING AGREEMENT DATED \_\_\_\_\_,  
BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP. AND THE STATE OF  
LOUISIANA**

In connection with the above-referenced Financing Agreement, we confirm:

1. The \_\_\_\_\_ agrees to be bound by the terms and conditions of the Financing Agreement executed by and between the State of Louisiana and Banc of America Public Capital Corp. adopted here by reference as though set forth at length in this Certificate.

2. The equipment described below has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with all terms of the Financing Agreement. You are hereby authorized and directed to pay for the equipment in accordance with the terms of the purchase order for the same.

3. In the future, in the event such equipment fails to perform as expected or represented, the \_\_\_\_\_ will honor the terms and conditions of the Financing Agreement in all respects and continue to make installment payments and any other payment. The \_\_\_\_\_ does not waive any express or implied warranty, and shall retain any and all rights and claims against the seller, distributor, manufacturer, or any party other than Banc of America Public Capital Corp., related to any defect, exhibitory or otherwise, in the equipment.

4. The \_\_\_\_\_ shall maintain adequate property and casualty insurance on the property during the term of the Agreement in an amount adequate to protect Banc of America Public Capital Corp. and its assigns, which amount shall be at least the current balance of the total amount financed, or buy out price, set forth in the Equipment and Payment Schedule. The \_\_\_\_\_ may obtain such insurance through the State's self-insurance program, by commercial insurance carriers or by a combination thereof.

5. The \_\_\_\_\_ power and authority to execute and deliver this Certificate of Acceptance and Notice to Pay in accordance with the Financing Agreement, and this Certificate of Acceptance and Notice to Pay is a valid and binding obligation.

6. The equipment is free of all claims, liens and encumbrances except for the rights of Financier under the Financing Agreement.

7. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Financing Agreement has occurred and is continuing at the date hereof.

8. The representations, warranties and covenants of the State and set forth in the Financing Agreement are true and correct as of the date hereof.

9. The \_\_\_\_\_ has sufficient budget authority to pay all Installment Payments due during the current Fiscal Year with respect to the equipment listed below.

Enclosed is a copy of the purchase order sent to the Equipment Vendor and the Equipment Vendor's invoice. Per the terms of the Financing Agreement, please remit payment to the Equipment Vendor within ten (10) business days. Proof of such payment shall be delivered to the Coordinator and \_\_\_\_\_ within 48 hours of payment.

The APR will be set on the date of delivery of this notice, as noted above, and shall remain firm for the entire payback period. If the Index is not published on the date noted above, the APR will be set on the next date the Index is published.

If you have any questions concerning this notice, please contact \_\_\_\_\_ at

\_\_\_\_\_.

\_\_\_\_\_  
**Using Agency**

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

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

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

Description of Equipment

Equipment Serial Number(s)