

BOSSIER PARISH POLICE JURY
BENTON, LOUISIANA
MINUTES
March 3, 2021

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The Bossier Parish Police Jury met in regular and legal session on the 3rd day of March, 2021, at 2:00 p.m., in the Police Jury Meeting Room, Bossier Parish Courthouse, Benton, Louisiana. The President, Mr. Jerome Darby, called the meeting to order. The invocation was given by Mr. Mac Plummer, and the pledge of allegiance was led by Mr. Bob Brotherton. Ms. Rachel Hauser, Parish Secretary, called the roll, with all members present as follows:

Mr. Glenn Benton	Mr. Chris Marsiglia
Mr. Bob Brotherton	Mr. Mac Plummer
Mr. Jimmy Cochran, Excused	Mr. Doug Rimmer
Mr. Jerome Darby	Mr. Philip Rodgers
Mr. Charles Gray	Mr. Tom Salzer
Mr. John Ed Jordan	Mr. Jack Skaggs

Others present were Mr. William R. Altimus, Parish Administrator; Mr. Patrick Jackson, Parish Attorney; Mr. Joe E. "Butch" Ford, Jr., Parish Engineer; Mr. Eric Hudson, Assistant Parish Engineer; Ms. Rachel Hauser, Parish Secretary.

Motion was made by Mr. Rimmer, seconded by Mr. Marsiglia, to adopt the minutes of the January 20, 2021, regular meeting as amended, and the January 20, 2020, Finance Committee meeting, as published.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Mr. Ian Snellgrove and Colonel Gene Barattini, Bossier Parish Office of Homeland Security and Emergency Preparedness, were present. Mr. Snellgrove stated that the parish received five to seven inches of sleet and snow in the middle portion of the parish, with the northern part of the parish receiving six to eight inches of sleet and snow from February 14, 2021, through February 17, 2021. He provided additional information on ice accumulation.

Mr. Snellgrove stated that the coldest temperature recorded in Shreveport was one degree (1°), and the coldest temperature recorded for the northern portion of Bossier Parish was negative one degree (-1°) and the coldest temperature recorded in the remaining portions of Bossier Parish was one to three degrees (1°-3°).

Mr. Snellgrove stated that the last time Bossier and Caddo Parish recorded these types of freezing temperatures was in 1988. He stated that the temperature remained below freezing for 110 hours in Bossier Parish during the recent winter weather event.

Mr. Snellgrove provided additional information pertaining to boil advisories currently in place and the number of current electricity outages. He provided additional information on available financial assistance for the recent winter weather event.

Mr. Snellgrove provided additional information on efforts made by several entities to assist residents, as well as municipalities and the parish. He stated that Mr. Altimus approved use of two Bossier Council on Aging vans to transport residents who needed dialysis.

Mr. Snellgrove expressed appreciation to Col. Barattini for ensuring that all hospitals and nursing homes had drinking water during this event. He stated that the National Guard transported water to hospitals and nursing homes. Appreciation was extended to the National Guard for their assistance during the winter weather event.

Mr. Snellgrove provided additional information on water distribution throughout the parish. He expressed appreciation to the Bossier Parish Commercial Vehicle Enforcement Unit for their assistance during the winter weather event.

Appreciation was expressed to Mr. Snellgrove and Col. Barattini for their hard work and dedication to Bossier Parish.

Mr. Ford expressed appreciation to Mr. Snellgrove and Col. Barattini for their hard work during this winter weather event. He stated that parish crews were out clearing roads and assisting in any way possible. He further stated that a number of contractors provided their services and equipment to assist the parish in clearing roadways and any other services that were needed. He expressed appreciation to the following companies:

Testament Construction – Bart Little
Budd's Construction – Rem Budd
Sierra Frac Sand – Kim Smith
Performance Proppants – Bill Bowden
KCL Construction – Curtis Mayfield
Beaty Logging – Travis Beaty

Mr. Ford expressed appreciation to the National Guard and the Bossier Parish Sheriff's Office for their assistance during the winter weather event.

Mr. Ford stated that a meeting is scheduled for Monday, March 8, 2021, at 2:00 p.m. at the Viking Drive Sheriff's Substation to discuss the response to the winter weather event and how the entities can improve response should the need arise in the future.

Mr. Kelly Wells, Shreveport-Bossier Sports Commission, was present and requested the police jury's assistance with funding for the 47th Annual Bayou Classic event. He expressed appreciation to the police jury for its continued support.

Mr. Wells provided information on upcoming events. He provided information on the number of people that will possibly attend the Annual Bayou Classic event, and stated that the Battle of the Bands has been cancelled due to the COVID-19 health crisis. He stated that there are plans for additional events to be scheduled during the Annual Bayou Classic weekend.

Mr. Wells requested assistance from the police jury in the amount of \$15,000.00 for the Annual Bayou Classic event. He stated that the Louisiana Lieutenant Governor fully supports this event to be held in the Shreveport-Bossier

area. He further stated that he met with the Bossier City Council yesterday and also requested their assistance with funding the event. He provided additional information on how the funds will be used if approved.

Mr. Wells stated that the estimated economic impact from the Annual Bayou Classic event for the Shreveport-Bossier area is \$2.4 million with 12,500 attending, but due to Governor Edwards recent Phase 3 order, 25,000 will be allowed to attend the game. He stated that with an increase in the number of attendees, the economic impact could be as much as \$5 million.

Mr. Jackson asked if it is possible that the Battle of the Bands will be rescheduled during the Annual Bayou Classic event due to the state moving into Phase 3. Mr. Wells stated that cancelation of the Battle of the Bands was a conference decision, and he is unsure if it will be rescheduled.

Mr. Marsiglia asked if the City of Shreveport and the Caddo Parish Commission will be participating in the cost of this event. Mr. Wells stated that the City of Shreveport has committed funds for the event, and he will be meeting with the Caddo Parish Commission next week. He provided additional information as to other events that may be scheduled on Thursday prior to the Annual Bayou Classic event.

After additional discussion on events surrounding the 47th Annual Bayou Classic event, **motion was made by Mr. Brotherton, seconded by Mr. Plummer, to amend the agenda to approve an expenditure of funds in the amount of \$15,000.00 to the Shreveport-Bossier Sports Commission for the 47th Annual Bayou Classic event.**

The President called for public comment. There being none, **motion carried with the following votes recorded:**

AYES: Mr. Benton, Mr. Brotherton, Mr. Darby, Mr. Gray, Mr. Jorden, Mr. Marsiglia, Mr. Plummer, Mr. Rimmer, Mr. Rodgers, Mr. Salzer, Mr. Skaggs
NAYS: None
ABSTAIN: None
ABSENT: Mr. Cochran

Motion was made by Mr. Brotherton, seconded by Mr. Plummer, to approve an expenditure of funds in the amount of \$15,000.00 to the Shreveport-Bossier Sports Commission for the 47th Annual Bayou Classic event.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Ms. Hauser announced the public hearing to consider approval of the application of Mr. Sean Diel, Louisiana Realty & Associates, to the Bossier City-Parish Metropolitan Planning Commission for a zoning amendment to change the zoning classification of Willow Chute Commercial Subdivision, Unit No. 4, Lot 1, being 8.39 acres, more or less, from R-A, Residence-Agricultural District, to B-3, General Business District, for future commercial development. She stated that this property is located on Airline Drive between Landpoint Land Surveying and Storage Master. She further stated that this matter was tabled January 20, 2021, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Micha Duffy, Coyle Engineering Co., Inc., was present.

There being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Jorden, to approve the application of Mr. Sean Diel, Louisiana Realty & Associates, to the Bossier City-Parish Metropolitan Planning Commission for a zoning amendment to change the zoning classification of Willow Chute Commercial Subdivision, Unit No. 4, Lot 1, being 8.39 acres, more or less, from R-A, Residence-Agricultural District, to B-3, General Business District, for future commercial development.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4821

AN ORDINANCE TO AMEND BOSSIER PARISH ORDINANCE NO. 4705 OF 2018, WHICH ADOPTED AN AMENDED UNIFIED DEVELOPMENT CODE FOR THE BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION AND THE PARISH OF BOSSIER, LOUISIANA, BY CHANGING THE ZONING CLASSIFICATION OF WILLOW CHUTE COMMERCIAL SUBDIVISION, UNIT NO. 4, LOT 1, BEING 8.39 ACRES, MORE OR LESS, FROM R-A, RESIDENCE-AGRICULTURAL DISTRICT, TO B-3, GENERAL BUSINESS DISTRICT, FOR FUTURE COMMERCIAL DEVELOPMENT

BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session convened on this 3rd day of March, 2021, that Ordinance No. 4705 of 2018 (Amended Unified Development Code) of the Police Jury of Bossier Parish, is hereby amended to change the zoning classification of Willow Chute Commercial Subdivision, Unit No. 4, Lot 1, being 8.39 acres, more or less, from R-A, Residence-Agricultural District, to B-3, General Business District, for future commercial development, being more particularly described as follows:

Willow Chute Commercial Subdivision, Unit No. 4, Lot 1, being 8.39 acres, more or less.

Applicant: Sean Diel

Purpose: Future commercial development

The ordinance was offered by Mr. Skaggs, seconded by Mr. Jorden. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
 PARISH SECRETARY

JEROME DARBY, PRESIDENT
 BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider approval of the plat and site plan of the proposed development of Airline Lagniappe Subdivision, Unit No. 1, being a Planned Unit Development and a resubdivision of Lot 1, Willow Chute Commercial Subdivision, Unit No. 4, located in Section 21, Township 19 North, Range 13 West, Bossier Parish, LA. She stated that the property is located on Airline Drive between Landpoint Land Surveying and Storage Master. She further stated that this matter was tabled January 20, 2021, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event.

Mr. Micha Duffy, Coyle Engineering Co., Inc., was present.

There being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Rodgers, to approve the plat and site plan of the proposed development of Airline Lagniappe Subdivision, Unit No. 1, being a Planned Unit Development and a resubdivision of Lot 1, Willow Chute Commercial Subdivision, Unit No. 4, located in Section 21, Township 19 North, Range 13 West, Bossier Parish, LA, subject to approval by the Bossier Levee District Board.**

The President called for public comment. Mr. Hudson stated that there have been discussions with Willis Knighton Health Center and Mr. Diel pertaining to providing sewer for their developments. He stated that interest was expressed by Willis Knighton Health Center and Mr. Diel to partner with Consolidated Waterworks/Sewerage District to extend sewer service to their developments.

Mr. Hudson stated that approval for Mr. Diel's proposed development is pending with the Bossier Levee District Board.

Votes were cast, and the motion carried unanimously.

Ms. Hauser requested that the public hearing to consider approval of the plat of the proposed development of Meadows Hills Subdivision, located in Section 14, Township 20 North, Range 13 West, Bossier Parish, LA, be tabled to the March 17, 2021, police jury meeting.

Motion was made by Mr. Rodgers, seconded by Mr. Skaggs, to table the public hearing to consider approval of the plat of the proposed development of Meadows Hills Subdivision, located in Section 14, Township 20 North, Range 13 West, Bossier Parish, LA, to the March 17, 2021, police jury meeting.

Motion carried unanimously.

Ms. Hauser announced the public hearing to consider the application of Vaquero Haughton Partners, LLC, to the Bossier City-Parish Metropolitan Planning Commission for a zoning amendment to change the zoning classification of a certain tract of land being 1.25 acres, more or less, located in Section 15, Township 18 North, Range 12 West, Bossier Parish, LA, from R-A, Residence-Agricultural District, to B-3, General Business District, for an O'Reilly's Auto Parts Store. She stated that this property is located on Highway 80 between Eastwood Baptist Church and Remco Drive. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Grant Keller, Vaquero Ventures, was present. Mr. Hudson stated that the request today is for zoning only, and that approval of a site plan will be required at a later date. Mr. Benton stated that it is his understanding that access to this site will be from Remco Drive which is a private drive. Mr. Keller stated that there have been discussions with the owner of Remco Drive to obtain access from the private drive to the proposed O'Reilly's Auto Parts Store.

There being no opposition, **motion was made by Mr. Benton, seconded by Mr. Brotherton, to approve the application of Vaquero Haughton Partners, LLC, to the Bossier City-Parish Metropolitan Planning Commission for a zoning amendment to change the zoning classification of a certain tract of land being 1.25 acres, more or less, located in Section 15, Township 18 North, Range 12 West, Bossier Parish, LA, from R-A, Residence-Agricultural District, to B-3, General Business District, for an O'Reilly's Auto Parts Store.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4822

AN ORDINANCE TO AMEND BOSSIER PARISH ORDINANCE NO. 4705 OF 2018, WHICH ADOPTED AN AMENDED UNIFIED DEVELOPMENT CODE FOR THE BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION AND THE PARISH OF BOSSIER, LOUISIANA, BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN TRACT OF LAND BEING 1.25 ACRES, MORE OR LESS, LOCATED IN SECTION 15, TOWNSHIP 18 NORTH, RANGE 12 WEST, BOSSIER PARISH, LA, FROM R-A, RESIDENCE-AGRICULTURAL DISTRICT, TO B-3, GENERAL BUSINESS DISTRICT, FOR AN O'REILLY'S AUTO PARTS STORE

BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session convened on this 3rd day of March, 2021, that Ordinance No. 4705 of 2018 (Amended Unified Development Code) of the Police Jury of Bossier Parish, is hereby amended to change the zoning classification of a certain tract of land being 1.25 acres, more or less, located in Section 15, Township 18 North, Range 12 West, Bossier Parish, LA, from R-A, Residence-Agricultural District, to B-3, General Business District, for an O'Reilly's Auto Parts Store, being more particularly described as follows:

A CERTAIN TRACT OF LAND LOCATED IN A PORTION OF LOT 9, WILLIAMS SUBDIVISION AS RECORDED IN BOOK 60, PAGE 167 OF THE RECORDS OF BOSSIER PARISH, LOUISIANA, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 12 WEST OF THE LOUISIANA PRINCIPAL MERIDIAN, CITY OF HAUGHTON, PARISH OF BOSSIER, STATE OF LOUISIANA, HAVING AN AREA OF 1.25 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE DISTANCES AND BEARINGS IN THIS DESCRIPTION WERE ESTABLISHED BY LOUISIANA STATE PLAN NORTH ZONE 1701, NAD83(2011), GRID U.S. SURVEY FEET.

COMMENCING FROM A 1 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF SAID LOT 9, WILLIAMS SUBDIVISION; THENCE N 88°22'27" W ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 80 A DISTANCE OF 119.05 FEET TO A FOUND ½ INCH IRON PIPE BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°40'29" E ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 80 A DISTANCE OF 150.04 FEET TO A FOUND 5/8 INCH REBAR;

THENCE S 00°36'32" W ALONG THE WEST LINE OF THE SERVITUDE OF PASSAGE AS DESCRIBED IN ENTRY NO. 918105 A DISTANCE OF 361.62 FEET TO A FOUND ½ INCH IRON PIPE;

THENCE 88°53'26" W ALONG THE NORTH LINE OF THE PROPERTY CONVEYED TO EASTWOOD BAPTIST CHURCH INC. IN BOOK 1163, PAGE 928 OF THE RECORDS OF BOSSIER PARISH, LOUISIANA A DISTANCE OF 149.79 FEET TO A FOUND 5/8 INCH REBAR;

THENCE N 00°34'11" E ALONG THE EAST LINE OF THE PROPERTY CONVEYED TO JAMES MICHAEL MCCORMICK IN BOOK 507, PAGE 869 AND IN BOOK 651, PAGE 639 OF THE RECORDS OF BOSSIER PARISH, LOUISIANA A DISTANCE OF 362.18 FEET TO A FOUND ½ INCH IRON PIPE AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT.

Applicant: Vaquero Haughton Partners, LLC

Purpose: O'Reilly's Auto Parts Store

The ordinance was offered by Mr. Benton, seconded by Mr. Brotherton. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider the application of MasTec for ATT, to the Bossier City-Parish Metropolitan Planning Commission for a Conditional Use Approval for a small cell tower located at 2010 Colleen Drive, Bossier City, LA. The application received a favorable recommendation from the Bossier City-Parish MPC.

Ms. Belinda Bodie, Neel-Schaffer, Inc., was present. Mr. Hudson stated that the proposed cell tower will be located on Bossier Parish School Board property off Colleen Drive. He further stated that a sidewalk project exists between the parish and the Red River Waterway Commission wherein the proposed sidewalk will run along Sligo Road Extension and up Colleen Drive.

Mr. Hudson stated that approval for a utility permit will have to be obtained from the Parish. He recommended that approval of the Conditional Use be subject to approval of a utility permit and all plans be approved by the parish to ensure that there is no encroachment of the future location of sidewalks.

Mr. Darby asked if approval of the location of the proposed cell tower has been obtained from the Bossier Parish School Board. Mr. Hudson stated that the applicant and the school board have been working on this request, and the applicant has obtained approval from the Bossier City-Parish MPC.

There being no opposition, **motion was made by Mr. Plummer, seconded by Mr. Rodgers, to approve the application of MasTec for ATT, to the Bossier City-Parish Metropolitan Planning Commission for a Conditional Use Approval for a small cell tower located at 2010 Colleen Drive, Bossier City, LA, subject to approval by the Parish Engineer.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4823

AN ORDINANCE APPROVING A CONDITIONAL USE TO LOCATE A SMALL CELL TOWER AT 2010 COLLEEN DRIVE, BOSSIER CITY, LA

WHEREAS, MasTec for ATT, has applied to the Bossier Parish Police Jury for a Conditional Use to locate a small cell tower at 2010 Colleen Drive, Bossier City, Bossier Parish, LA; and

WHEREAS, the application has been approved by the Bossier City-Parish Metropolitan Planning Commission; and

WHEREAS, a public hearing for the application was held by the Bossier Parish Police Jury on March 3, 2021.

SECTION 1. That the Conditional Use to locate a small cell tower at 2010 Colleen Drive, Bossier City, Bossier Parish, LA, is hereby approved.

The Ordinance was offered by Mr. Plummer, seconded by Mr. Rodgers. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider the application of Kenneth Lawler, E&L Development, to the Bossier City-Parish Metropolitan Planning Commission for a Conditional Use Approval for a proposed apartment complex on a B-3, General Business District, tract of land being 9.2 acres, more or less, located in Section 14, Township 18 North, Range 12 West, Bossier Parish, LA. She stated that this property is located on Highway 80 between the East-Central Bossier Parish Fire District No. 1 station and Central Monument Company. The application received a favorable recommendation from the Bossier City-Parish MPC.

Mr. Jeff Raley, Raley and Associates, Inc., and Mr. Jake Lawler, applicant, were present. Mr. Raley stated that today's hearing is for zoning only. He stated that the zoning packet includes a preliminary site plan which provides for 10 buildings with approximately 80 dwelling units and a club house. He further stated that it is planned that Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier will provide sewer, and water is to be provided by Village Water System. Mr. Raley stated that contact has been made with Louisiana Department of Transportation and Development for consideration of access from Highway 80.

Mr. Hudson stated that approval of a site plan will be required at a later date.

There being no opposition, **motion was made by Mr. Benton, seconded by Mr. Marsiglia, to approve the application of Kenneth Lawler, E&L Development, to the Bossier City-Parish Metropolitan Planning Commission for a Conditional Use Approval for a proposed apartment complex on a B-3, General Business District, tract of land being 9.2 acres, more or less, located in Section 14, Township 18 North, Range 12 West, Bossier Parish, LA.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4824

AN ORDINANCE APPROVING A CONDITIONAL USE TO LOCATE A PROPOSED APARTMENT COMPLEX ON A B-3, GENERAL BUSINESS DISTRICT, TRACT OF LAND BEING 9.2 ACRES, MORE OR LESS, LOCATED IN SECTION 14, TOWNSHIP 18 NORTH, RANGE 12 WEST, BOSSIER PARISH, LA

WHEREAS, Kenneth Lawler, E&L Development, has applied to the Bossier Parish Police Jury for a Conditional Use to locate a proposed apartment complex on a B-3, General Business District, tract of land being 9.2 acres, more or less, located in Section 14, Township 18 North, Range 12 West, Bossier Parish, LA, being more particularly described as follows:

From the Northeast corner of Section 14 run North 89°45' West 900.85 feet, South 4°20' East 98.3 feet to the South right of way line of Highway No. 80; run thence South 85°40' West with said right of way line 464.71 feet to an iron pipe in said right of way line at the Northwest corner of Methodist church two acre lot for the point of beginning of the tract herein described; run thence South 85°40' West with said right of way line 578.84 feet to an iron pipe; run thence South 4°20' East 626.13 feet to an iron pipe; run thence North 85°40' East 787.55 feet to an iron pipe; run thence North 4°20' West 208.71 feet to an iron pipe at the Southeast corner of two acre church lot; run thence South 85°40' West 208.71 feet to an iron pipe at the Southwest corner of two acre church lot; run thence North 4°20' West 417.42 feet to the point of beginning, containing 9.32 acres, more or less.

WHEREAS, the application has been approved by the Bossier City-Parish Metropolitan Planning Commission; and

WHEREAS, a public hearing for the application was held by the Bossier Parish Police Jury on March 3, 2021.

SECTION 1. That the Conditional Use to locate a proposed apartment complex on a B-3, General Business District, tract of land being 9.2 acres, more or less, located in Section 14, Township 18 North, Range 12 West, Bossier Parish, LA, is hereby approved.

The Ordinance was offered by Mr. Benton, seconded by Mr. Marsiglia. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider relocation of the voting precinct polling place for Precinct 02-08, from Butler Educational Complex, 541 Detroit Street, Bossier City, LA, to Stonewall Family Life and Development Center, 935 Eatman Street, Bossier City, LA.

There being no opposition, **motion was made by Mr. Gray, seconded by Mr. Salzer, to approve the relocation of the voting precinct polling place for Precinct 02-08, from Butler Educational Complex, 541 Detroit Street, Bossier City, LA, to Stonewall Family Life and Development Center, 935 Eatman Street, Bossier City, LA.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4825

AN ORDINANCE TO RELOCATE THE POLLING PLACE FOR PRECINCT 02-08, BUTLER EDUCATIONAL COMPLEX, 541 DETROIT STREET, BOSSIER PARISH, LA, TO STONEWALL FAMILY LIFE AND DEVELOPMENT CENTER, 935 EATMAN STREET, BOSSIER CITY, BOSSIER PARISH, LA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the Bossier Parish Police Jury has determined that the voting precinct polling place at the Butler Educational Complex for Precinct 02-08, Bossier Parish, LA, is not suitable for use as a polling place due to inadequate parking and accessibility; and

WHEREAS, this change was discussed in an open and public meeting on March 3, 2021, and no objections to the change were received; and

WHEREAS, there are 645 registered voters in Precinct 02-08, with 64 being white, 553 black and 28 other; and

WHEREAS, this proposal would change the physical location of this polling place only a distance of 0.3 mile, and would have no effect on voter registration or racial balance.

NOW, THEREFORE, BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby approve the relocation of the voting precinct polling place for Precinct 02-08 from the Butler Educational Complex, 541 Detroit Street, Bossier City, Bossier Parish, LA, to the Stonewall Family Life and Development Center, 935 Eatman Street, Bossier City, LA.

BE IT FURTHER ORDAINED, etc., that notice of this change will be made by publication of official police jury proceedings in the parish journal, by special notice in local newspapers if necessary, and by posted notice at the former and new polling places at the next election.

BE IT FURTHER ORDAINED, etc., that this change be submitted to the State of Louisiana Department of Elections, and shall be effective immediately.

The ordinance was offered by Mr. Gray, seconded by Mr. Salzer. It was duly adopted on this 3rd day of March, 2021, with the following vote recorded:

AYES: Mr. Benton, Mr. Brotherton, Mr. Darby, Mr. Gray, Mr. Jorden, Mr. Marsiglia, Mr. Plummer, Mr. Rimmer, Mr. Rodgers, Mr. Salzer, Mr. Skaggs

NAYS: None

ABSTAIN: None

ABSENT: Mr. Cochran

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider changing the name of a 0.25-mile portion of Swan Lake Road not realigned by the bridge replacement project to Hammack Way, said portion beginning at the realigned portion of Swan Lake Road and ending as a dead-end road, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA.

Mr. Skaggs stated that Mr. Wayne Hammack was a dedicated and long-term police juror who passed away while serving as a police juror for District 11. He requested that the 0.25-mile portion roadway be named in honor of Mr. Hammack.

There being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Marsiglia, to approve changing the name of a 0.25-mile portion of Swan Lake Road not realigned by the bridge replacement project to Hammack Way, said portion beginning at the realigned portion of Swan Lake Road and ending as a dead-end road, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4826

AN ORDINANCE TO OFFICIALLY CHANGE THE NAME OF A 0.25-MILE PORTION OF SWAN LAKE ROAD NOT REALIGNED BY THE BRIDGE REPLACEMENT PROJECT, SAID PORTION BEGINNING AT THE REALIGNED PORTION OF SWAN LAKE ROAD AND ENDING AS A DEAD-END ROAD, LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 19 NORTH, RANGE 13 WEST, BOSSIER PARISH, LA, FROM SWAN LAKE ROAD TO HAMMACK WAY

SECTION 1. BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session on the 3rd day of March, 2021, that it does hereby change the name of a 0.25-mile portion of Swan Lake Road not realigned by the bridge replacement project, said portion beginning at the realigned portion of Swan Lake Road and ending as a dead-end road, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA, from Swan Lake Road to Hammack Way.

The ordinance was offered by Mr. Skaggs, seconded by Mr. Marsiglia. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to establish a 30-mile per hour speed limit on Hammack Way, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA.

There being no opposition, **motion was made by Mr. Skaggs, seconded by Mr. Plummer, to approve establishing a 30-mile per hour speed limit on Hammack Way, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4827

AN ORDINANCE REGULATING THE SPEED OF VEHICLES ON 0.25 MILES OF HAMMACK WAY, LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 19 NORTH, RANGE 13 WEST, BOSSIER PARISH, LA, IN EXCESS OF THIRTY (30) MILES PER HOUR, AND PROVIDING THE PENALTIES FOR VIOLATION THEREOF

SECTION 1. BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session convened on this 3rd day of March, 2021, that from and after the effective date of this ordinance, it shall be unlawful for any person to operate or drive a vehicle upon 0.25 miles of Hammack Way, located in Sections 22 and 23, Township 19 North, Range 13 West, Bossier Parish, LA, in excess of thirty (30) miles per hour.

BE IT FURTHER ORDAINED, etc., that any person found guilty of violating the provisions of this ordinance shall be fined a sum not to exceed Five Hundred and no/100 Dollars (\$500.00), or imprisoned for not more than thirty (30) days, or both.

SECTION 2. BE IT FURTHER ORDAINED, etc., that all ordinances or parts of ordinances in conflict herewith are hereby repealed.

The ordinance was offered by Mr. Skaggs, seconded by Mr. Plummer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

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JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Ms. Hauser announced the public hearing to consider approval of the plat of the proposed development of Cane's Landing Commercial Subdivision, Unit No. 1, being a Commercial Subdivision, located in Section 33, Township 19 North, Range 13 West, Bossier Parish, LA. She stated that this property is located on Airline Drive across from the Cypress Pointe Apartments.

Mr. Jeff Raley, Raley and Associates, Inc., stated that the proposed development is a commercial subdivision that was included in the masterplan for Cane's Landing Subdivision. He stated that a retail center is planned.

Mr. Hudson stated that the developer is aware and has agreed to install a traffic signal on Airline Drive at Barclay Boulevard. He stated that the traffic study supported the proposed main entrance to this development from Airline Drive. He further stated that once the first phase of the development is complete, there are plans for a second entrance further north to Airline Drive.

Mr. Hudson stated that it is understood that approval by the police jury of a site plan is required. He further stated that approval from the Bossier Parish Levee District Board is pending for drainage to the north. He recommended approval, subject to approval by the Bossier Parish Levee District Board.

There being no opposition, **motion was made by Mr. Marsiglia, seconded by Mr. Skaggs, to approve the plat of the proposed development of Cane's Landing Commercial Subdivision, Unit No. 1, being a Commercial Subdivision, located in Section 33, Township 19 North, Range 13 West, Bossier Parish, LA, located on Airline Drive across from the Cypress Pointe Apartments, subject to approval by the Bossier Parish Levee District Board.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Marsiglia, seconded by Mr. Skaggs, to schedule a public hearing on April 7, 2021, to consider approval of the plat of the proposed development of Wemple Subdivision, Unit No. 3, being a resubdivision of Lot 1, Wemple Subdivision, Unit No. 2, located in Section 34, Township 19 North, Range 13 West, Bossier Parish, LA. This property is located at the northeast end of Wemple Road, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Skaggs, seconded by Mr. Rodgers, to schedule a public hearing on April 7, 2021, to consider approval of the plat of the proposed development of Willow Trace Subdivision, Unit No. 6, being a resubdivision of Lots 10 and 11, Willow Trace Subdivision, Unit No. 3, and Lot 1, Willow Trace Subdivision, Unit No. 4, located in Section 36, Township 19 North, Range 13 West, Bossier Parish, LA. This property is located on Cardnell Road, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Rodgers, seconded by Mr. Marsiglia, to schedule a public hearing on April 7, 2021, to consider approval of the plat of the proposed development of The Point at Cypress Subdivision, located in Section 12, Township 19 North, Range 13 West, Bossier Parish, LA. This property is located on Cypress Black Bayou Lake at the end of Sommer Circle, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Skaggs, seconded by Mr. Rodgers, to schedule a public hearing on April 7, 2021, to consider approval of the plat of the proposed development of Willow Heights Subdivision, Unit No. 3, being a Planned Unit Development, located in Section 20, Township 19 North, Range 13 West, Bossier Parish, LA. This property is located adjacent to Willow Heights Subdivision, Unit Nos. 1 and 2, and is an item that was rescheduled from the February 17, 2021, police jury meeting which was cancelled due to the winter weather event.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Jorden, seconded by Mr. Rimmer, to schedule a public hearing on April 7, 2021, to consider approval of the Minor Plat for Mathie McGrath/Faith Timber Company, LLC, located in Sections 23 and 24, Township 20 North, Range 12 West, Bossier Parish, LA. This property is located north of Dry Cypress South Subdivision on LA Hwy 157.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Mr. Plummer, Chairman of the Parks and Recreation Committee, reported on a meeting of that committee held on March 3, 2021. Committee members attending the Parks and Recreation Committee meeting were Mr. Plummer, Mr. Marsiglia, Mr. Benton, Mr. Rodgers, Mr. Brotherton, and Mr. Salzer. Mr. Altimus, Ms. Julie Gill, Mr. Pat Culverhouse, and Mr. Warren Saucier were also present. Other jurors present were Mr. Rimmer and Mr. Darby.

Mr. Plummer stated that the Parks and Recreation Committee discussed possible grants for Bossier Parish Camp Improvements Phase 3 project.

Mr. Plummer stated that the committee discussed creation of a fee schedule for use of Bossier Parish parks. He stated that a proposed fee schedule is to be presented to the Parks and Recreation Committee prior to the March 17, 2021, police jury meeting for review.

Mr. Plummer stated that the committee also discussed damage to the batting cages at the Lawson Bo Brandon Sports Complex from the recent winter weather event. He stated that a determination will be made at a later date whether the batting cages will be repaired or replaced.

Appreciation was extended to Mr. Saucier and crew for their hard work at parish parks.

Ms. Hauser advised that two schools in the parish which currently serve as precinct polling locations, have changed the schools' names. She requested that the jury approve changing Benton Middle School to Benton Intermediate School, and changing Benton High School to Benton Middle School. Ms. Hauser stated that this is a name change only and involves no new locations.

Motion was made by Mr. Rodgers, seconded by Mr. Marsiglia, to change the name of the precinct polling place for Precinct 02-18B to Benton Intermediate School, and to change the name of the precinct polling place for Precinct 02-18F to Benton Middle School.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Motion was made by Mr. Benton, seconded by Mr. Marsiglia, to adopt an ordinance reflecting the relocation and name changes for precinct polling places for the Parish of Bossier.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

ORDINANCE NO. 4828

AN ORDINANCE AMENDING ORDINANCE NO. 4717 OF MARCH 20, 2019, TO ESTABLISH BOSSIER PARISH VOTING PRECINCT POLLING LOCATIONS, IN ACCORDANCE WITH ELECTION PRECINCTS DESCRIBED IN ORDINANCE NO. 4392 OF JUNE 1, 2011, AS AMENDED BY ORDINANCE NO. 4400 OF JULY 6, 2011, ORDINANCE NO. 4546 OF JULY 2, 2014, ORDINANCE NO. 4547 OF JULY 2, 2014, ORDINANCE NO. 4549 OF JULY 16, 2014, ORDINANCE NO. 4573 OF MAY 6, 2015, ORDINANCE NO. 4712 OF MAY 18, 2016, AND ORDINANCE NO. 4637 OF JANUARY 18, 2017

BE IT ORDAINED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that Ordinance No. 4717 of March 20, 2019, be and is hereby amended to establish the following voting precinct polling locations, to be effective immediately, and in accordance with election precincts described in Ordinance No. 4392 of June 1, 2011, as amended by Ordinance No. 4400 of July 6, 2011, Ordinance No. 4546 of July 2, 2014, Ordinance No. 4547 of July 2, 2014, Ordinance No. 4549 of July 16, 2014, Ordinance No. 4573 of May 6, 2015, Ordinance No. 4612 of May 18, 2016, and Ordinance No. 4637 of January 18, 2017.

Ward-Pct	Precinct Name	Precinct Location
01 01	Bellaire Elementary School	1310 Bellaire Blvd, Bossier City, LA
01 02	Aulds Library	3950 Wayne Avenue, Bossier City, LA
01 03	Elm Grove Middle School	4301 Panther Drive, Bossier City, LA
01 03A	Elm Grove Middle School	4301 Panther Drive, Bossier City, LA
01 03B	Elm Grove Middle School	4301 Panther Drive, Bossier City, LA
01 04	Shady Grove Community Center	3949 Wayne Ave, Bossier City, LA
01 05	Sun City Elementary School	4230 Van Deeman, Bossier City, LA
02 01	Benton Town Hall	105 Sibley St, Benton, LA
02 02	Apollo Elementary School	2400 Viking Dr, Bossier City, LA
02 03	Cope Middle School	4814 Shed Road, Bossier City, LA
02 03A	Cope Middle School	4814 Shed Road, Bossier City, LA
02 04-1(A-L)	Airline Baptist Church	4007 Airline Dr, Bossier City, LA
02-04-2(M-Z)	Airline Baptist Church	4007 Airline Dr, Bossier City, LA
02 05A	Bossier Elementary School	322 Colquitt Ave, Bossier City, LA
02 06	Bossier Elementary School	322 Colquitt Ave, Bossier City, LA
02 07	Airline High School	2801 Airline Drive, Bossier City, LA
02 08	Stonewall Family Life and Development Center	935 Eatman Street, Bossier City, LA
02 09	Plantation Park School	2410 Plantation Drive, Bossier City, LA
02 10	Freedom Baptist Church	2225 Airline Drive, Bossier City, LA
02 11	Bossier City Municipal Complex	620 Benton Road, Bossier City, LA
02 11A	Bossier City Municipal Complex	620 Benton Road, Bossier City, LA
02 12A	Rusheon Middle School	2401 Old Minden Rd., Bossier City, LA
02 12B	Rusheon Middle School	2401 Old Minden Rd., Bossier City, LA
02 12C	Rusheon Middle School	2401 Old Minden Rd., Bossier City, LA
02 13	Central Park Elementary School	900 Central Park Blvd, Bossier City, LA
02 14	Waller Elementary School	1130 Patricia Drive, Bossier City, LA
02 15	Waller Elementary School	1130 Patricia Drive, Bossier City, LA
02 16	Kerr Elementary School	1700 Airline Drive, Bossier City, LA
02 16A	Kerr Elementary School	1700 Airline Drive, Bossier City, LA
02 17A	Meadowview Elementary School	4312 Shed Road, Bossier City, LA
02 17B	Meadowview Elementary School	4312 Shed Road, Bossier City, LA
02 18B	Benton Intermediate School	6140 Highway 3, Benton, LA
02 18C	Legacy Elementary School	4830 Swan Lake Rd, Bossier City, LA
02 18D	Benton Elementary School	562 Highway 162, Benton, LA
02 18E-1(A-L)	Legacy Elementary School	4830 Swan Lake Rd, Bossier City, LA
02 18E-2(M-Z)	Legacy Elementary School	4830 Swan Lake Rd, Bossier City, LA
02 18F	Benton Middle School	6136 Highway 3, Benton, LA
02 19	Greenacres Middle School	2220 Airline Drive, Bossier City, LA
02 20	Kerr Elementary School	1700 Airline Drive, Bossier City, LA
02 21A	Harvest Fellowship of Bossier City	4601 Airline Drive, Bossier City, LA
02 21B	Asbury United Methodist Church	3200 North Airline Drive, Bossier City, LA
02 21C-1(A-L)	W. T. Lewis Elementary School	4701 Modica Lott Rd, Bossier City, LA
02 21C-2(M-Z)	W. T. Lewis Elementary School	4701 Modica Lott Rd, Bossier City, LA
02 21D-1(A-L)	Stockwell Elementary School	5800 Shed Road, Bossier City, LA
02 21D-2(M-Z)	Stockwell Elementary School	5800 Shed Road, Bossier City, LA
02 22A-1(A-L)	Cypress Baptist Church	4701 Palmetto Rd, Benton, LA
02-22A-2(M-Z)	Cypress Baptist Church	4701 Palmetto Rd, Benton, LA
02 22B	Cypress Baptist Church	4701 Palmetto Rd, Benton, LA
02 22C	Cypress Baptist Church	4701 Palmetto Rd, Benton, LA
02 23	Waller Elementary School	1130 Patricia Drive, Bossier City, LA
03 01	Plain Dealing Community Center	109 South Cotton Belt Street, Plain Dealing, LA
03 02	Plain Dealing Library	208 Mary Lee St., Plain Dealing, LA
03 03	NE Fire Dist No. 5 Training Center	605 Kilgore Road, Plain Dealing, LA
03 04	Plain Dealing High School	300 East Vance Street, Plain Dealing, LA
04 01A	Pilgrim Home Baptist Church	16258 Highway 157, Benton, LA
04 02	Red River Baptist Church	3301 E. Linton Road, Benton, LA

04 03A	Princeton Elementary School	1895 Winfield Road, Princeton, LA
04 03B	Rodes Elementary School	4670 Highway 80, Haughton, LA
04 03C	Princeton Elementary School	1895 Winfield Road, Princeton, LA
04 03D	Rodes Elementary School	4670 Highway 80, Haughton, LA
04 04A-1(A-L)	Platt Elementary School	4680 Highway 80, Haughton, LA
04 04A-2(M-Z)	Platt Elementary School	4680 Highway 80, Haughton, LA
04 04B-1(A-L)	Platt Elementary School	4680 Highway 80, Haughton, LA
04 04B-2(M-Z)	Platt Elementary School	4680 Highway 80, Haughton, LA
04 05A	Haughton High School	210 E. McKinley Ave., Haughton, LA
04 06-1(A-L)	Haughton Town Hall	118 W. McKinley Ave., Haughton, LA
04 06-2(M-Z)	Haughton Town Hall	118 W. McKinley Ave., Haughton, LA
04 07-1(A-L)	S. Bossier FD #2 Fire Station	3551 Highway 527, Elm Grove, LA
04 07-2(M-Z)	S. Bossier FD #2 Fire Station	3551 Highway 527, Elm Grove, LA
04 08A	Heritage Baptist Church	5580 Barksdale Blvd, Bossier City, LA
04 08B-1(A-L)	Parkway High School	2010 Colleen Drive, Bossier City, LA
04 08B-2(M-Z)	Parkway High School	2010 Colleen Drive, Bossier City, LA
04 08C	Elm Grove Middle School	4301 Panther Drive, Bossier City, LA
04 08D	Waller Elementary School	1130 Patricia Drive, Bossier City, LA
04 08E	Parkway High School	2010 Colleen Drive, Bossier City, LA
04 08F	Elm Grove Middle School	4301 Panther Drive, Bossier City, LA
04 09	Elm Grove Elementary School	1541 Old Hwy 71, Bossier City, LA
04 10-1(A-L)	Curtis Elementary School	5600 Barksdale Blvd, Bossier City, LA
04 10-2(M-Z)	Curtis Elementary School	5600 Barksdale Blvd, Bossier City, LA
04 11A	Central Assembly of God Church of Haughton	700 Hwy. 80 East, Haughton, LA
04 11B	East 80 Branch Library of Haughton	1050 Bellevue Road, Haughton, LA 700 Hwy. 80 East, Haughton, LA
04 11C	Central Assembly of God Church of Haughton	700 Hwy. 80 East, Haughton, LA

The ordinance was offered by Mr. Benton, seconded by Mr. Marsiglia. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Gray, seconded by Mr. Salzer, to adopt a resolution authorizing Mr. William R. Altimus, Parish Administrator, to execute a lease agreement with Stonewall Family Life and Development Center, 935 Eatman Street, Bossier City, LA., for use of this facility as a precinct polling place for Precinct 02-08.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that William R. Altimus, Parish Administrator, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, a lease agreement with Stonewall Family Life and Development Center, 935 Eatman Street, Bossier City, LA, for use of this facility as a precinct polling place for Precinct 02-08.

The resolution was offered by Mr. Gray, seconded by Mr. Salzer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Skaggs, seconded by Mr. Rodgers, to adopt a Proclamation proclaiming the week of April 5- April 9, 2021, as National Community Development Week. The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

PROCLAMATION

WHEREAS, the week of April 5 – 9, 2021, has been designated as National Community Development Week. The Bossier Parish Police Jury has been a participant in the Community Development Block Grant (CDBG) Program which funds public infrastructure, economic development, and housing programs in this community; and

WHEREAS, in this community and communities throughout the nation, forty-seven years of Community Development Block Grant Program funding has developed a strong relationship between this local government and its residents, principally those of low-to-moderate income; and

WHEREAS, this community recognizes that the Community Development Block Grant Program is a partnership of federal, state, and local government and community and business efforts, and that the services funded by the CDBG Program relies heavily on the dedication and good will of our combined efforts;

THEREFORE, BE IT RESOLVED, that during National Community Development Week 2021, this community will give special thanks and recognition to all participants whose hard work and devotion to the neighborhoods and their low- and moderate-income residents help ensure the quality and effectiveness of the Community Development Block Grant Program; and

BE IT FURTHER RESOLVED, that this community, along with the service providers and others whose names are appended to this resolution, hereby petition the U.S. Congress and Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program, and of its vital importance to the community and to the people who live in its lower income neighborhoods; and

BE IT FURTHER RESOLVED, that copies of this resolution be conveyed to the appropriate elected and appointed officials of the federal government and that this community’s name be added to the roll of those committed to the preservation and full funding of the Community Development Block Grant Program and maintenance of its essential features over the course of the next session of Congress.

NOW, THEREFORE, We, The Bossier Parish Police Jury, do hereby proclaim the week of April 5 – 9, 2021, as
NATIONAL COMMUNITY DEVELOPMENT WEEK
 in the Parish of Bossier and urge all citizens to join us in recognizing the Louisiana Community Development Block Grant program and the important role it plays in our community.

The proclamation was offered by Mr. Skaggs, seconded by Mr. Rodgers. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
 PARISH SECRETARY

JEROME DARBY, PRESIDENT
 BOSSIER PARISH POLICE JURY

Motion was made by Mr. Plummer, seconded by Mr. Skaggs, to adopt a Proclamation proclaiming the month of April, 2021, as Fair Housing Month in Bossier Parish.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

PROCLAMATION

WHEREAS, the 53rd Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and

WHEREAS, this law guarantees for each citizen the critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the departments and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE, We, The Bossier Parish Police Jury, do hereby proclaim the month of April, 2021, as
FAIR HOUSING MONTH

in the Parish of Bossier, and do hereby encourage all citizens to abide by the letter of spirit of the Fair Housing Law, and ask the citizens of this Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

The proclamation was offered by Mr. Plummer, seconded by Mr. Skaggs. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
 PARISH SECRETARY

JEROME DARBY, PRESIDENT
 BOSSIER PARISH POLICE JURY

Mr. Altimus presented a Lease Agreement with Enterprise Fleet Management to lease parish vehicles, excluding heavy equipment. He stated that the parish currently has approximately 80 vehicles throughout all departments of the Parish of Bossier. He further stated that yearly, approximately 22 vehicles are replaced.

Mr. Altimus stated that almost all governing bodies, sheriff’s departments and municipalities in the State of Louisiana use this method for updating fleets.

Mr. Benton stated that feedback he has received from other parishes regarding this type of program has been all positive feedback.

Mr. Skaggs stated that feedback he has received from other parishes regarding this type of program has been positive as well, and has resulted in a huge savings for the parish.

Mr. Rimmer stated that feedback he has received has been positive as well.

Motion was made by Mr. Rimmer, seconded by Mr. Benton, to authorize the Parish Administrator to execute any and all documents in connection with a lease agreement with Enterprise Fleet Management.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

Mr. Jorden asked if 4-wheel drive vehicles will be available for the parish to lease. Mr. Altimus stated that 4-wheel drive vehicles will be available for leasing.

Mr. Altimus stated that the parish is reviewing response to the recent winter weather event, and will be addressing how to provide a better response in the future. He stated that additional 4-wheel drive vehicles are a need that will be addressed, as well as the need for the courthouse to have its own water tower so that parish employees are able to work when water is not available from its main source of water.

There was additional discussion on the recent winter weather event. Mr. Altimus stated that all entities pulled together during the winter weather event and expressed appreciation for everyone’s hard work during that time. He recommended that the parish consider requesting a Cooperative Endeavor Agreement with other entities for assistance in the event of a disaster in the parish and assistance may be needed.

Motion was made by Mr. Benton, seconded by Mr. Marsiglia, to adopt a resolution authorizing the issuance of and approving the forms of certain documents in connection with the issuance of not to exceed \$9,000,000.00 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Bossier Parish Public Improvement Projects) Series 2021, to be issued on behalf of the Parish of Bossier for the purpose of financing capital projects.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

**RESOLUTION
AUTHORIZING THE ISSUANCE OF BONDS**

A RESOLUTION AUTHORIZING THE ISSUANCE OF AND APPROVING THE FORMS OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (BOSSIER PARISH PUBLIC IMPROVEMENT PROJECTS) SERIES 2021 TO BE ISSUED ON BEHALF OF THE PARISH OF BOSSIER FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENT PROJECTS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the Parish of Bossier, State of Louisiana (the "Parish") adopted resolutions on May 16, 2018 and February 20, 2019 (the "Prior Resolution") authorizing the Parish to proceed with the issuance of bonds through the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of (i) financing capital improvements for the Parish, and (ii) paying the costs of issuance of the Bonds; and

WHEREAS, the Authority has authorized the issuance of \$9,000,000 Revenue Bonds (Parish of Bossier Improvement Project), Series 2021, in one or more series, taxable or tax-exempt, or both, and the loan of the proceeds thereof to the Parish to finance capital improvements; and

WHEREAS, the Parish now desires to authorize the issuance of the Bonds, approve the forms of certain documents to be executed by the Parish in connection with the issuance of the Bonds and the loan of the proceeds thereof to the Parish by the Authority and to provide for matters relating thereto.

NOW, THEREFORE:

BE IT RESOLVED, BY THE BOSSIER PARISH POLICE JURY, IN LEGAL SESSION CONVENED, ACTING AS THE GOVERNING BODY THEREOF, THAT:

SECTION 1: The foregoing recitals are hereby confirmed and are incorporated as a part of this Resolution.

SECTION 2: The Parish hereby authorizes the issuance of the Bonds by the Authority and the loan of the proceeds thereof to the Parish (the "Loan"). The Parish hereby pledges and dedicates Lawfully Available Funds (as defined within the Prior Resolution) to the repayment of the Loan.

SECTION 3: The Parish hereby ratifies the parameters of the Bonds and all other provisions, as set forth in Prior Resolution and authorizes the issuance of the second series of the Bonds (the "Series 2021 Bonds"). The Series 2021 Bonds shall be issued in a principal amount of not to exceed \$9,000,000, shall mature not later than December 1, 2035, and shall bear interest at a fixed rate of not to exceed five percent (5.0%) per annum. In order to fund the aforementioned borrowing, the Authority is authorized to issue, sell and deliver to Regions Bank, Baton Rouge, Louisiana (the "Purchaser"), or to another purchaser, after submitting an offer to purchase determined to be most beneficial by the Parish Administrator.

SECTION 4: The Parish hereby approves the forms of and the execution of the Loan Agreement to be entered into between the Authority and the Parish (the "Loan Agreement") and the Trust Indenture to be entered into between the Authority and Regions Bank, as trustee, (the "Indenture") each in substantially the forms as submitted to the Parish and filed with the official minutes of the Parish, all of the provisions of which are hereby made a part of this Resolution, with such additions, omissions and changes as may be approved by Bond Counsel to the Authority.

SECTION 5: The Parish hereby ratifies all actions heretofore taken by or on behalf of the Parish and the Authority in connection with the Bonds.

SECTION 6: In connection with the issuance of the Bonds, the Parish desires to abide by the Authority's established post issuance tax compliance policies to ensure that the Parish satisfies all applicable post-issuance compliance requirements of the Internal Revenue Code of 1986, as amended, in order to preserve the tax-exempt status of the Bonds. The Parish designates the Parish's Executive Director to ensure the Parish's continued compliance with such policies.

SECTION 7: The Parish hereby authorizes and directs the Parish Administrator, the President, Vice President, Secretary/Treasurer and Assistant Secretary of the Police Jury to do any and all things necessary and incidental to carry out the provisions of this Resolution and to assist the Authority in carrying out its functions in connection with the financing, including execution of the Loan Agreement, the Tax Agreement, and such other financing documents and certificates deemed necessary with respect thereto in such forms as approved by Bond Counsel.

SECTION 8: This Resolution shall take effect immediately, shall be published one time in the official journal of the Parish and a certified copy hereof shall be forwarded to the offices of the Authority.

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

AYES: Mr. Benton, Mr. Brotherton, Mr. Darby, Mr. Gray, Mr. Jordan, Mr. Marsiglia, Mr. Plummer, Mr. Rimmer, Mr. Rodgers, Mr. Salzer, Mr. Skaggs

NAYS: None

ABSTAIN: None

ABSENT: Mr. Cochran

And the Resolution was declared adopted on this, the 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

J

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

LOAN AGREEMENT

DATED AS OF March 1, 2021

between

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY**

and

PARISH OF BOSSIER, LOUISIANA

RELATIVE TO

\$9,000,000

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES
AND COMMUNITY DEVELOPMENT AUTHORITY
REVENUE BONDS
(BOSSIER PARISH PUBLIC IMPROVEMENT BONDS)
SERIES 2021**

The interest of the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer") in this Agreement has been assigned (except for the Issuer's rights under this Agreement to receive notices, reports and other information) under the Indenture of Trust dated as of the date hereof between the Issuer and Regions Bank, as trustee (the "Trustee"), and is subject to the security interest of the Trustee.

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(This Table of Contents is not a part of the Loan Agreement, it is only for convenience of reference and is not intended to define, limit or describe the intent or scope of any provisions of the Loan Agreement.)

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LOAN AGREEMENT

This LOAN AGREEMENT, dated as of March 1, 2021 (the “Agreement”), is by and between the LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (the “Issuer”), a political subdivision and body politic organized and existing under and by virtue of the Constitution and laws of the State of Louisiana, and the PARISH OF BOSSIER, LOUISIANA (the “Borrower”), a Louisiana municipal corporation.

WITNESSETH:

WHEREAS, the Issuer was duly created under and pursuant to the provisions of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16) (the “LCDA Act”), as a political subdivision of the State of Louisiana (“the State”);

WHEREAS, the Issuer is authorized by the LCDA Act and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the “Act”), to issue its revenue bonds and to loan the proceeds thereof to the Borrower for the purpose of acquiring and improving capital and public works projects;

WHEREAS, pursuant to the Act, the Issuer believes it to be in the public interest and for the benefit of the health, welfare, and safety of the citizens of the State, to issue its revenue bonds and loan the proceeds thereof to the Borrower for such purposes;

WHEREAS, the Borrower is authorized under the Act and other applicable law to enter into this Loan Agreement for the purposes set forth herein;

WHEREAS, the Borrower has requested the Issuer to issue its \$9,000,000 Revenue Bonds (Bossier Parish Public Improvement Project), Series 2021 (the “Bonds”) pursuant to the terms of this Loan Agreement and the Trust Indenture dated as of March 1, 2021, between the Issuer and the Trustee (as defined herein), including any amendments and supplements thereto (the “Indenture”), for the purpose of financing additions, acquisitions, repairs and/or expansions to maintain various public works and capital improvements for the Borrower;

WHEREAS, the Bonds will be secured by and payable from Lawfully Available Funds of the Borrower (as hereinafter defined);

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Borrower will agree to make payments pursuant to this Agreement in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay such other amounts as are required by this Agreement;

WHEREAS, the Lawfully Available Funds of the Borrower will be pledged to secure the payment obligation of the Borrower under this Agreement;

WHEREAS, the Issuer has adopted a resolution authorizing the sale and the issuance of the Bonds, the execution and delivery of instruments pertaining to the issuance thereof and other actions to be taken by the Executive Committee of the Issuer in connection with authorization, issuance, sale and delivery of the Bonds and application of the proceeds thereof;

WHEREAS, all acts, conditions and things required by the laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Agreement have happened, exist and have been performed as so required in order to make this Agreement a valid and binding agreement in accordance with its terms;

WHEREAS the Issuer is authorized to, and believes it is in the best interest of the Issuer and the Borrower, to issue its Revenue Bonds (Bossier Parish Public Improvement Projects) in one or more series, taxable or tax-exempt, or both, in an aggregate amount not to exceed \$9,000,000 (the "Bonds") for the purpose of financing additions, acquisitions, repairs and/or expansions to maintain various public works capital improvements for the Borrower; to fund reserves, if necessary; and to pay costs of issuance on the Bonds;

WHEREAS, each of the parties hereto represents that it is fully authorized to enter into and perform and fulfill the obligations imposed upon it under this Agreement and the parties are now prepared to execute and deliver this Agreement; and

WHEREAS, in consideration of the respective representations and agreements contained herein, the parties hereto, recognizing that under the Act this Agreement shall not in any way obligate the State or any political subdivision thereof, including, without limitation, the Issuer, to raise any money by taxation or use other public moneys for any purpose in relation to the Bonds and that neither the State nor the Issuer, shall pay or promise to pay any debt or meet any financial obligation to any person at any time in relation to the Bonds except from moneys received or to be received under the provisions of this Agreement and the Indenture or derived from the exercise of the rights of the Issuer thereunder, agree as follows:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other words and terms that are defined in the Indenture, as hereinafter defined, but not defined in this Loan Agreement shall have the meanings defined in the Indenture:

“Act” means Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16) and other constitutional and statutory authority supplemental thereto.

“Administrative Expenses” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Issuer or the Trustee pursuant to this Loan Agreement and the Indenture, the compensation of the Trustee under the Indenture (including, but not limited to an annual administrative fee charged by the Trustee), and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture.

“Authority” or “Issuer” means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, created by the provisions of the Act, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Authority by said provisions shall be given by law.

“Authorized Officer” means: (i) in the case of the Issuer, the Executive Director and Assistant Secretary of the Issuer, and the person(s) at the time designated to act under the Loan Agreement and the Indenture on behalf of the Issuer by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Issuer by the Chairman, Vice Chairman or Executive Director of the Issuer; (ii) in the case of the Borrower, the President of the Bossier Parish Police Jury, the Parish Administrator, or any person subsequently designated to act under the Loan Agreement and the Indenture on behalf of the Borrower by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Borrower by the President of the Bossier Parish Police Jury; and (iii) in the case of the Trustee, the Chairman of the Board, the President, any Vice President, any Assistant Vice President, any Trust Officer or any Assistant Trust Officer thereof, and when used with reference to any act or document also means any other person authorized to perform such act or execute such document by or pursuant to the by-laws or a resolution of the governing board thereof.

“Bond” or “Bonds” means the \$9,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Bossier Parish, Louisiana Project), Series 2021 issued pursuant to the Indenture.

“Bond Counsel” means Dunlap Fiore LLC, and its successors, or such other nationally recognized bond counsel as may be selected by the Authority and acceptable to the Borrower.

“Bondholder” or “holder of Bonds” or “Owner” or “Owner of Bonds” means the registered Owner of any Bond, initially the Purchaser.

“Borrower” or “Parish” means the Parish of Bossier, Louisiana.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“Closing Date” means the date on which the Bonds are delivered and payment for the first draw-down under the Bonds is received by the Authority.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed thereunder.

“Costs of Issuance” means costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Code section 147(g).

“Counsel” means (i) an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to or an employee of, the Issuer, the Trustee, or the Borrower) duly admitted to practice law before the highest court of any state or (ii) any other counsel satisfactory to the Issuer and the Trustee.

“Event of Default” or “Default” shall mean any occurrence or event specified in Section 9.01 of this Loan Agreement.

“Fiscal Year” means any period of twelve consecutive months adopted by the Borrower as its Fiscal Year for financial reporting purposes, presently the period beginning on January 1 and ending on December 31 of each year.

“Indenture” means the Trust Indenture dated as of March 1, 2021, including the Exhibits thereto and all supplements and amendments thereto, providing for issuance and security of the Bonds.

“Interest Payment Date” or “interest payment date”, when used with respect to the Bonds, means each January 1 and July 1, commencing July 1, 2021.

“Issuer” means the Louisiana Local Government Environmental Facilities and Community Development Authority.

“Lawfully Available Funds” means, collectively, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that the full faith and credit of the Borrower is not pledged, and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

“Lender” means Region Capital Advantage, Inc.

“Loan” means the aggregate amount of the moneys loaned to the Borrower pursuant to this Agreement.

“Loan Agreement” or “Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Maximum Annual Debt Service” means, as of the date of calculation, the highest aggregate annual debt service requirements and debt service payable on the Bonds and any Additional Bonds during the then current or any succeeding Fiscal Year over the remaining term of the Bonds and any Additional Bonds.

“Outstanding” or “Outstanding Bonds”, when used with reference to Bonds, means all Bonds which have been authenticated and issued under the Indenture except:

- (a) Bonds canceled by the Trustee pursuant to the Indenture;
- (b) Bonds for the payment of which moneys or Defeasance Obligations shall be held in trust for their payment by the Trustee as provided in the defeasance provisions of the Indenture;
- (c) Bonds which have been duly called for redemption and for which the redemption price thereof is held in trust by the Trustee as provided in the Indenture;
- (d) Bonds in exchange for which other Bonds shall have been authenticated and delivered by the Trustee as provided in the Indenture; and
- (e) for all purposes regarding consents and approvals or directions of Bondholders under this Agreement or the Indenture, Bonds held by or for the Issuer, the Borrower or any person controlling, controlled by or under common control with either of them.

“Outstanding Parity Bonds” means: (i) the Borrower’s payment obligations under a Loan Agreement dated as of December 1, 2020 by and between the Authority and the Borrower relating to the Authority’s \$11,48,000 Revenue Refunding Bonds (Bossier Parish Public Improvement Project) Series 2020 (the “Series 2020 Bonds”), (ii) the Borrower’s payment obligations under a Loan Agreement dated as of March 1, 2019 by and between the Authority and the Borrower relating to the Authority’s \$9,000,000 Revenue Bonds (Bossier Parish Public Improvement Project) Series 2019 (the “Series 2019 Bonds”), (iii) the Borrower’s payment obligations under a Loan Agreement dated as of May 1, 2015 by and between the Authority and the Borrower relating to the Authority’s \$11,590,000 Revenue Refunding Bonds (Bossier Parish Public Improvement Projects) Series 2015 (the “Series 2015 Bonds”) and (iv) the Borrower’s payment obligation under a Loan Agreement dated as of March 1, 2012 by and between the Authority and the Borrower relating to the sinking fund payments of the Series 2012 Bonds maturing March 1, 2023 which are due on March 1, 2021 and March 1, 2022 (the “Unrefunded 2012 Bonds”).

“Payments” means the amounts paid by the Borrower as provided in Article IV of this Loan Agreement for the purpose of repaying the loan made by the Authority under this Agreement from the proceeds of the Bonds.

“Person” means (a) any individual, (b) any corporation, partnership, limited liability company, joint venture, association, joint-stock company, business trust or unincorporated organization or grouping of any such entities, in each case formed or organized under the laws of the United States of America, any state thereof or the District of Columbia or (c) the United States of America or any state thereof, or any political subdivision of any thereof, or any agency, authority or other instrumentality of any of the foregoing.

“Principal Payment Date” when used with respect to the Bonds, means each July 1, commencing July 1, 2022.

“Resolution” means certain resolutions or ordinances, duly adopted by the governing body of the Borrower on May 16, 2018, February 20, 2019, March 3, 2021, and Resolutions of the Issuer adopted on June 14, 2018, September 13, 2018, March 14, 2019, and March 11, 2021 authorizing this Loan Agreement.

“State” means the State of Louisiana.

“Special Tax Counsel” means nationally recognized counsel as may be selected by the Authority and acceptable to the Borrower to advise in matters related to the tax-exempt status of the Bonds.

“Tax Agreement” means the Tax Exemption Certificate Agreement dated the date of issuance of the Bonds among the Authority and the Borrower.

“Trustee” means the state banking corporation or national banking association with corporate trust powers qualified to act as trustee under the Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of the Indenture, initially Regions Bank.

Section 1.02 Rules of Construction.

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

(b) Unless the context shall otherwise indicate, the word “person” shall include the plural as well as the singular number, and “person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

(c) Provisions calling for the redemption of Bonds or the calling of Bonds for redemption do not mean or include the payment of Bonds at their stated maturity or maturities.

(d) All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement.

The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01 Representations and Covenants of Borrower. The Borrower represents for the benefit of the Issuer, the Trustee, and Bondholders as follows:

(a) The Borrower is a Louisiana Parish and political subdivision of the State of Louisiana within the meaning of the Act.

(b) Each of the statements made with respect to the Borrower in the Preamble recitals of this Agreement is true, correct and complete.

(c) The Borrower is not in breach of or in default under any of the provisions of (i) any judgment, decree, order, statute, rule or regulation applicable to it or to its properties, or (ii) any material provision of any material indenture, mortgage, loan agreement, financing agreement or other contract or instrument to which it is a party or by which it or any of its properties are bound.

(d) The Borrower is not required in connection with the transactions contemplated by this Agreement to obtain any consent not already obtained.

(e) The Borrower has or timely will obtain as required all authority, permits, licenses, consents and authorizations as are necessary to own, lease and operate its properties and to carry on its business and to carry out and consummate all the transactions contemplated by this Agreement.

(f) This Loan Agreement and the Tax Agreement constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their terms and the authorization, execution and delivery hereof and thereof and compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the Borrower a violation of, breach of, or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the Borrower is a party or by which it or any of its properties are bound, (ii) any order, injunction or decree of any court or governmental authority, or (iii) the provisions of its charter, as amended, or by-laws, as amended.

(g) There is no action, suit, proceedings, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Borrower, wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Loan Agreement and the Tax Agreement, or any other agreement of instrument to which the Borrower is a party used in connection with the consummation of the transactions contemplated hereunder.

(h) The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower.

(i) Except to the extent that the Borrower shall deliver to the Issuer and the Trustee a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees that it will apply the proceeds of the Loan, as provided in the Resolution and the Tax Agreement; to finance additions, acquisitions, repairs and/or expansions to maintain various public works capital improvements for the Borrower. The Borrower will not use any of the proceeds of the Loan in any manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated thereunder and will take such actions as are necessary and within its power to assure that the interest on the Bonds will not be subject to federal income taxation by virtue of the Bonds being arbitrage bonds. In this regard, the Borrower will follow the written directions of Bond Counsel or Special Tax Counsel if, in the opinion of such Bond Counsel or Special Tax Counsel, such directions are needed to maintain the tax-exempt status of the Bonds.

(j) The Borrower shall comply in all respects with the Tax Agreement, and shall take no action except as expressly permitted herein, which would cause the representations contained therein not to be true and correct on a continuing basis. The Borrower covenants that it shall not take any action or inaction, nor fail to take any action or permit any action to be taken, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds under Section 103 of the Code.

ARTICLE III
TERM, NATURE AND BENEFITS OF LOAN AGREEMENT

Section 3.01 Term. The term of this Agreement shall commence on the Closing Date for the Bonds, and shall terminate (unless discharged upon prepayment of all sums due hereunder by the Borrower prior thereto as hereinafter provided) on the date on which the Bonds and all other sums secured hereunder shall have been paid or provision for their payment shall have been made in accordance herewith. Notwithstanding the foregoing, the indemnification provisions of this Agreement shall survive the termination thereof and the defeasance of the Bonds under the Indenture.

Section 3.02 Nature and Benefits.

(a) This Agreement has been executed and delivered in part to induce concurrently herewith the purchase by others of the Bonds, and, accordingly, all covenants and agreements on the part of the Borrower and the Issuer, as set forth therein and herein, are hereby declared to be for the benefit of the Trustee for the owners from time to time of the Bonds. The Borrower consents and agrees to the assignment by the Issuer to the Trustee under the Indenture of all of the Issuer's right, title and interest (except for certain rights relating to exculpation, indemnification and payment of expenses) in, to and under this Agreement and agrees that the provisions hereof may be enforced by the Trustee under the provisions of the Indenture. The Borrower agrees to do all things within its power in order to comply with, and to enable the Issuer to comply with, all requirements and to fulfill, and to enable the Issuer to fulfill, all covenants of the Indenture and the Bonds.

(b) This Agreement (i) is a debt obligation of the Borrower not subject to cancellation due to inability to appropriate funds to make Payment, (ii) is payable from Lawfully Available Funds of the Borrower and (iii) shall remain in full force and effect until the Bonds and the interest thereon and all amounts due and owing hereunder and under the Indenture have been fully paid or otherwise provided for or discharged.

ARTICLE IV
DISBURSEMENT OF BOND PROCEEDS; PAYMENTS; CREDITS; OBLIGATIONS UNCONDITIONAL;
PREPAYMENT

Section 4.01 Disbursement of Bond Proceeds.

(a) The Issuer, as soon as practicable after the execution of this Agreement will proceed to issue, sell and deliver the Bonds to the purchasers thereof and will deposit the proceeds thereof as provided by this section and Section 4.02 of the Indenture with the Trustee for disbursement in accordance with the provisions of the Indenture.

(b) The Bonds are being issued on a draw down basis in accordance with Section 2.02 of the Indenture.

Section 4.02 Amounts Payable.

(a) Upon the terms and conditions of this Loan Agreement, the Authority shall lend to the Borrower the proceeds of the sale of the Bonds. The proceeds of the Loan shall be deposited with the Trustee and applied in accordance with the Indenture.

(b) Notwithstanding the foregoing, the Borrower, for and in consideration of the issuance of the Bonds under the Indenture by the Issuer and the application of the proceeds thereof by the Issuer as provided in the Indenture, the Borrower hereby promises to repay the Loan from Lawfully Available Funds, by making the following payments (collectively called the "Payments") to or for the account of the Issuer.

(c) *Debt Service.* Payments being, in the aggregate, an amount sufficient for payment in full of all Bonds from time to time issued under the Indenture and then outstanding, including (i) the total interest becoming due and payable on the Bonds to the date of payment thereof, and (ii) the total principal amount of and premium, if any, on the Bonds. The Debt Service Payments with respect to the Bonds shall be payable directly to the Trustee for the account of the Issuer in installments as follows:

- (i) Semiannually, at least five (5) Business Days before each January 1 and July 1, commencing on July 1, 2021, an amount equal to the interest due and payable on the Bonds on such January 1 or July 1, as the case may be; and
- (ii) Annually, at least five (5) Business Days before each July 1, commencing on July 1, 2022, an amount equal to the principal, due and payable on the Bonds on such July 1, as set forth in the Indenture; and
- (iii) Immediately upon demand of the Trustee, an amount sufficient to make up any deficiency in any prior payment required to be made and to restore any loss resulting from investment or other causes from the funds and accounts created pursuant to the Indenture and any other payment required to be made pursuant to the Indenture.

(d) Whenever the Borrower shall fail to pay the full amount of any installment of Payments payable under Sections 4.02(a) above by the date on which such installment is due, the Trustee shall give immediate telephonic notice thereof, promptly confirmed in writing, to an Authorized Borrower Representative.

(e) *Default or Delay.* Payments consisting of the amounts, fees and expenses which the Issuer may incur or be or become legally obligated to pay under the terms of the Bonds or the Indenture by reason of any default hereunder or thereunder or any default or delay in Payment of the sums due hereunder or thereunder, provided that such default or delay shall have resulted in the Borrower's default or breach of covenant under this Agreement; the amount expended by the Issuer or the Trustee or indebtedness incurred by the Issuer or the Trustee for the purpose of curing the Borrower's defaults hereunder or in connection with any defaults under the Bonds or the Indenture and all costs, expenses and charges, including reasonable attorneys' fees, incurred by the Issuer or the Trustee in collecting the Payments or in enforcing any covenant or agreement of the Borrower contained in this Agreement or incurred in pursuing any remedy hereunder or under the Indenture.

(f) *Costs of Issuance and Trustee Expense.* Payments consisting of costs of issuance of the Bonds and the Administrative Expenses, including the Issuer's fees, Lender's Counsel fees, Trustee's initial acceptance fee, and the fees and expenses of counsel to the Trustee in connection with the issuance of the Bonds, to be paid directly to the Issuer, the Trustee or counsel to the Trustee upon demand, and, commencing on the Closing Date and continuing until the principal of and interest on all Bonds outstanding under the Indenture shall have been fully paid, all expenses owed under the Indenture or the Agreement, including (i) the annual fee, if any, of the Trustee for the ordinary services of the Trustee rendered and ordinary expenses incurred under the Indenture during the twelve month period preceding that date, (ii) the reasonable fees and charges of the Issuer or the Trustee, and all costs relating to the exchanging of Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Issuer or the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including attorneys' fees, as and when the same become due, provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses, and in the event of such contest may only withhold payment of the contested fees, charges or expenses.

Section 4.03 Credits Against Payments. A credit against and reduction of the Payments shall be derived only from the following sources:

(a) Surplus moneys (including investment earnings) contained in the funds and accounts held by the Trustee under the Indenture;

(b) Advance payments or prepayments of Payments; and

(c) Reductions in principal and interest requirements of Bonds due to the purchase or redemption of Bonds as provided in the Indenture.

Section 4.04 Obligation to Make Payments. As authorized by the Act, the obligation of the Borrower to repay the Loan by making the Payments from Lawfully Available Funds of the Borrower in accordance with the terms hereof, shall be absolute and unconditional and shall not be subject to, nor shall the Borrower be entitled to assert, any rights of non-appropriation, abatement, deduction, reduction, deferment, recoupment, setoff, offset or counterclaim by the Borrower or any other person, nor shall the same be abated, abrogated, waived, diminished, postponed, delayed or otherwise modified under or by reason of any circumstance or occurrence that may arise or take place, irrespective of what statutory rights the Borrower may have to the contrary, including but without limiting the generality of the

foregoing:

(a) Any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of, by or affecting the Borrower, except as otherwise provided in this Agreement;

(b) Any change in the tax or other laws of the United States, the State or any governmental Issuer;

(c) Any failure of the Issuer to perform and observe any agreement or covenant, expressed or implied, or any duty, liability or obligation arising out of or in connection with this Agreement, the invalidity, enforceability or disaffirmance or any of this Loan Agreement, the Indenture or the Bonds or for any other cause similar or dissimilar to the foregoing.

(d) Furthermore, the Borrower covenants and agrees that it will remain obligated under this Agreement in accordance with its terms, and that it will not take or participate or acquiesce in any action to terminate, rescind or avoid this Agreement.

(e) Debt Service Payments owed hereunder due to the early redemption of the Bonds shall be paid to the Trustee not later than 30 days prior to the date set for redemption thereof.

ARTICLE V NON-ARBITRAGE

Section 5.01 Covenants as to Arbitrage.

(a) The Borrower hereby agrees to prepare or to have prepared and provided, instructions to the Trustee as to the investment and reinvestment of moneys held as part of any fund or account relating to the Bonds. Any such moneys so held as part of any fund or account shall be invested or reinvested by the Trustee in Permitted Investments as specified in Section 6.02 of the Indenture. The Borrower hereby covenants that it will comply with the terms of the Tax Agreement and that it will make such use of the proceeds of the Bonds and all other funds held by the Trustee under the Indenture, regulate the investment of such proceeds and other funds and take such other and further action as may be required so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the regulations promulgated thereunder. The Borrower agrees that it will comply with the terms of any letter of instructions provided to it by nationally recognized bond counsel relating to compliance with the provisions of Section 148 of the Code.

(b) If the Borrower determines that it is necessary to restrict or limit the yield on the investment of any money paid to or held by the Trustee hereunder or under the Indenture in order to avoid classification of the Bonds as arbitrage bonds within the meaning of the Code, the Borrower may issue to the Trustee an instrument to such effect (along with appropriate written instructions) instructing the Trustee which investments to invest in so as to restrict or limit the yield of such moneys.

ARTICLE VI CERTAIN COVENANTS OF THE BORROWER

Section 6.01 General Covenants of the Borrower. The Borrower further expressly represents, covenants and agrees:

(a) To comply with the terms, covenants and provisions expressed or implied, of all contracts pertaining to the business of the Borrower, the violation or breach of which would materially and adversely affect the ability of the Borrower to fulfill its obligations hereunder;

(b) Whenever and so often as requested to do so by the Trustee or the Issuer, promptly to execute and deliver or cause to be executed and delivered all such other and further instruments and documents, and to promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Issuer, the Trustee and the owners of the Bonds all rights, interests, powers, benefits, privileges and advantages conferred upon them by this Agreement and the Indenture;

(c) Promptly, upon the request of the Issuer or the Trustee from time to time, to take such action as may be necessary or proper to prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and to indemnify and save the Issuer and the Trustee harmless from all loss, cost, damage and expense, including attorney's fees, which they or either of them may ever incur by reason of any such suit, action or proceeding;

(d) To defend against every suit, action or proceeding at any time brought against the Issuer or the Trustee based on any claim arising out of the receipt, application or disbursement of any of the Trust Estate or involving the Issuer's or the Trustee's rights or obligations under this Agreement or under the Indenture (except in the case of the Trustee's gross negligence or willful misconduct), to indemnify and hold harmless the Trustee and each officer, employee, agent, or other representative of the Trustee against claims arising out of the Trustee's responsibilities under the Indenture or any other document entered into by the Trustee in connection with the Bonds (except in the case of the Trustee's gross negligence or willful misconduct), to indemnify and hold harmless the Issuer and any officer, employee, agent, servant or trustee of the Issuer against claims during the term of this Agreement that may be occasioned by any cause (other than the gross negligence or willful misconduct of the Issuer, its officers, employees, agents, servants and trustees) pertaining to the use of proceeds and any liabilities or losses resulting from violations by the Borrower of conditions, agreements and requirements of law, and to protect and insulate the Issuer and the members of its Executive Committee individually from any and all financial responsibility or liability whatsoever with respect thereto;

(e) To fulfill its obligations and to perform punctually its duties and obligations under this Agreement and to otherwise carry on its business in accordance with the terms hereof;

(f) To cause compliance with all material provisions of applicable Federal, State and local laws;

(g) To pay, discharge, indemnify and save the Issuer and the Trustee, except in the case of their gross negligence or willful misconduct, and the respective officers, agents, employees, servants and trustees harmless of, from and against any and all costs, claims, damages, expenses, liabilities, liens, obligations, penalties and taxes of every character and nature by or on behalf of any person, firm, corporation, entity or governmental Issuer regardless of by whom advanced, asserted, held, imposed or made, which may be imposed upon, incurred by or asserted against the Issuer and the Trustee and their respective officers, agents, employees, servants, and trustees arising out of, resulting from or in any way connected with this Agreement, the Bonds or the Indenture excepting willful misconduct and gross negligence on the part of the Issuer or the Trustee or their respective officers, agents, employees, servants and trustees. The Borrower also covenants and agrees, at its expense, to pay and to indemnify and to save the foregoing harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought

by reason of any such claim or demand;

(h) To budget and appropriate annually moneys sufficient to make the Payments or other obligations under Article IV hereof in a timely manner; and

(i) Each of the indemnifications provided under this Agreement, as applicable, shall survive the termination of this Agreement, the payment in full of the Bonds and the discharge of the Indenture or the sooner resignation or removal of the Trustee and shall inure to the benefit of the Trustee's successors and assigns.

Section 6.02 Reserved.

Section 6.03 Covenants, Representations and Warranties Relating to Federal Income Taxation. The Borrower covenants that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds thereof and take such other and further actions as may be required by the Code and applicable temporary, proposed and final Regulations and procedures, necessary to assure that interest on the Bonds is excludable from gross income for Federal income tax purposes. Without limiting the generality of the foregoing covenant, the Borrower hereby covenants, represents and warrants, as follows:

(a) The Borrower will not take, fail to take or permit the commission of any action within its control necessary to be taken in order that interest on the Bonds will continue to be excludable from gross income for Federal income tax purposes;

(b) The Borrower will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code;

(c) Reserved.

(d) The Borrower will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code);

(e) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the Borrower reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code;

(f) As provided in Article V hereof, the Borrower will monitor or cause to have monitored the yield on the investment of the proceeds of the Bonds and moneys pledged to the repayment of the Bonds, other than amounts not subject to yield restriction and will restrict the yield on such investments to the extent required by the Code or the Regulations;

(g) The Borrower agrees to comply with all the terms and provisions of the Tax Agreement executed in connection with the issuance and sale of the Bonds, and to perform the covenants and duties imposed on it contained therein; and

(h) All officers, employees and agents of the Borrower are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Borrower as of the date the Bonds are delivered. In complying with the foregoing covenants, the Borrower may rely from time to time upon an opinion issued by nationally-recognized bond counsel to the effect that any action by the Borrower or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Section 6.04 Information. The Borrower agrees, whenever reasonably requested by the Issuer or the Trustee, to provide and certify or cause to be provided and certified such information concerning the Borrower, its finances, and other topics as the Issuer or the Trustee, as the case may be, considers necessary to enable counsel to the Issuer or the Trustee, as the case may be, to issue its opinions and otherwise advise the Issuer or the Trustee, as the case may be, as to the transaction or the legal capacity of the parties to enter into the same, or to enable it to make any reports required by law, governmental regulation or the Indenture. When any such information is provided by the Borrower pursuant to this Section 6.04 the Borrower shall provide such information to the Issuer and the Trustee.

Section 6.05 Source of Payments. The Borrower agrees to pay or cause to be paid the Payments required by this Agreement from Lawfully Available Funds of the Borrower in the manner and at the times provided by this agreement.

Section 6.06 Annual Reports.

(a) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender: (i) annual audited financial statements (including a balance sheet, operating agreement, and statement of cash flow) and operating date relating to the Loan by not later than 210 days after the end of Borrower's fiscal year, commencing with the fiscal year ended December 31, 2018, and to provide notices of the occurrence of certain enumerated events, if material.

the Borrower will have made a complete audit of its records and accounts by an independent certified public accountant. A signed counterpart of its audited financial statements shall be furnished by the Borrower to any Bondholder.

(b) Any independent accountant which audits and reports on the Borrower's financial statements or provides any certificate, report or opinion under the Indenture or the Agreement shall be a firm of independent certified public accountants acceptable to the Louisiana Legislative Auditor.

Section 6.07 Reliance. The Issuer shall not be under any obligation to perform any recordkeeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower.

Section 6.08 No Violations of Law. In no event shall this Agreement be construed as depriving the Issuer of any right or privilege or requiring the Issuer or any agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else, which deprivation or requirement would violate or result in the Issuer's being in violation of the Act or any other applicable state or federal law. At no time and in no event will the Borrower permit, suffer or allow any of the proceeds of the Agreement or the Bonds to be transferred to any Person in violation of, or to be used in any manner that is prohibited by, the Act or any other state or federal law.

Section 6.09 Immunity of Officers, Employees and Members of the Issuer. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Agreement against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the issuance of such Bonds.

Section 6.10 Special Covenants of the Parish. While any of the Bonds shall remain Outstanding, the Borrower agrees that it will undertake to perform the obligations and duties assigned to it in the Indenture, as if such obligations and duties were undertaken by it in this Agreement and set out herein.

Section 6.11 Role of Lender. The Borrower acknowledges that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower, deems appropriate before acting on the Term Sheet or any such other information, materials or communications.

Section 6.12 Privately Negotiated Loan. The Borrower acknowledges and agrees that the Loan is a privately negotiated loan and in that connection the Loan shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 6.13 US Patriot Act. The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Section 6.14 Waiver of Jury Trial. To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right to a trial by jury with respect to any controversy or claim between Borrower and Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or related to the Term Sheet dated _____, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.

ARTICLE VII ASSIGNMENT

Section 7.01 Assignment of this Agreement.

(a) The rights of the Borrower under this Agreement may be assigned as a whole or in part with the prior written approval of the Issuer but no such assignment shall constitute a release of the Borrower from its obligations hereunder.

(b) Each transferee of the Borrower's interest in this Agreement shall assume the obligations of the Borrower hereunder to the extent of the interest assigned or sold, and the Borrower shall, not more than sixty (60) nor less than thirty (30) days prior to the effective date of any such assignment or sale, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment or sale.

Section 7.02 Restrictions on Transfer of Issuer's Rights. The Issuer agrees that, except for the assignment of certain of its rights, title and interest under this Agreement (including its rights to receive payments to be made hereunder) to the Trustee pursuant to the Indenture, it will not during the term of this Agreement sell, assign, transfer or convey its interests in this Agreement except pursuant to the Indenture and as hereinafter in Section 7.03 provided.

Section 7.03 Assignment by Issuer. It is understood, agreed and acknowledged that the Issuer will assign to the Trustee pursuant to the Indenture certain of its rights, title and interests in and to this Loan Agreement (reserving its rights, however, pursuant to sections of this Loan Agreement providing that notices, reports and other statements be given to the Issuer and also reserving its rights to reimbursement and payment of costs and expenses under Sections 4.02(f) and 9.05 hereof, its rights to indemnification under Section 6.01(d) hereof and its individual and corporate rights to exemption from liability under Section 10.12 hereof and the Borrower hereby assents to such assignment and pledge.

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS

Section 8.01 Amendment Without Consent. The Issuer and the Borrower, with the consent of the Trustee with respect to Sections 8.01(d) and 8.01(e) hereof without the consent of the owners of any of the Bonds outstanding under the Indenture, may enter into supplements to this Agreement which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Agreement or the Indenture, and in addition thereto for the following purposes:

(a) To cure any ambiguity or formal defect, inconsistency or provide omitted language in this Agreement or to clarify matters or questions arising hereunder;

(b) To add covenants and agreements for the purpose of further securing the obligations of the Borrower hereunder;

(c) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities or funds;

(d) To conform the provisions of this Agreement in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of Section 10.01 thereof;

(e) To provide any other modifications which, in the sole judgment of the Trustee, are not prejudicial to the interests of the Bondholders; or

(f) To conform the covenants and provisions of the Borrower contained herein to any different financial statement presentation required by the Financial Accounting Standard Board which is different than the presentation required as of the date of issuance of the Bonds, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the Bonds.

Section 8.02 Amendment Upon Approval of a Majority of the Bondholders.

(a) The provisions of this Loan Agreement may be amended in any particular manner with the prior written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then outstanding provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bonds or of any redemption price thereof or the rate of interest thereon.

(b) If at any time the Issuer and the Borrower shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 8.02, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within ninety (90) days or such longer period as shall be prescribed by the Issuer following such notice, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Borrower or the Issuer from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Loan Agreement shall be and be deemed to be modified and amended in accordance therewith.

Section 8.03 Filing. Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Issuer and the Borrower before such supplement or amendment may become effective.

Section 8.04 Reliance on Counsel. The Issuer and the Trustee shall be entitled to receive, and shall be fully protected in relying upon the opinion of counsel satisfactory to the Trustee, who may be counsel for the Issuer, as conclusive evidence that any such proposed supplement or amendment complies with the provisions of this Loan Agreement and the Indenture and that it is proper for the Issuer and the Trustee under the provisions of this Article to execute or approve such supplement or amendment.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES

Section 9.01 Events of Default. The terms "Event of Default" and "Default" shall mean any one or more of the following events:

(a) The Borrower shall default in the timely payment of any Payment pursuant to Article IV of this Loan Agreement.

(b) An Event of Default shall exist under the Indenture or the Tax Agreement.

(c) The Borrower fails to pay when due any fee or expense payable under the Loan Agreement;

(d) Any representation, warranty, certification, or statement made by the Borrower in the Resolution, the Loan Agreement or in any certificate, financial statement, or other document delivered pursuant to the Resolution, the Loan Agreement shall prove to have been incorrect in any material respect when made;

(e) A final unappealable judgment or order for the payment of money in excess of \$5,000,000 payable from the Pledged Revenues shall be rendered against the Borrower and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days;

(f) A default by the Borrower in the payment of any debt when due or within any applicable grace period;

(g) The occurrence of any event under and Resolution, agreement or instrument giving rise to or entered in connection with any debt, which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the Borrower, including the right to declare the acceleration of any maturity thereof;

(h) Any material provision of the Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower as a result of federal or state legislative or administration action, or shall be declared in a final unappealable judgment by any court having jurisdiction over the Borrower to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be contested by the Borrower;

(i) The powers of the Borrower shall be limited in any way or the Resolution shall be modified or amended in any way which prevents the Borrower from fixing, charging or collecting the Lawfully Available Funds in an amount sufficient to pay debt as they become due;

(j) A default by the Borrower in the performance or observance of any other of the covenants, agreements or conditions on its part in the Resolution, the Loan, the Loan Agreement, and such default shall continue for a period of 30 days after written notice thereof to the Borrower by Lender.

(k) The entry of a decree or order by a court having jurisdiction in the premises adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for it period of 90 consecutive days.

The institution by the Borrower of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making by it of all assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

Section 9.02 Remedies on Default. Whenever any Event of Default under Section 9.01 hereof shall have happened and be continuing, any one or more of the following remedial steps may be taken:

(a) The Issuer or the Trustee may at the written direction of the majority of Bondholders, declare all installments of Payments under Section 4.02 hereof to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) The Issuer or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement;

(c) The Issuer or the Trustee may have access to and inspect, examine and make copies of any and all books, accounts and records of the Borrower; and/or

(d) The Issuer or the Trustee (or the owners of the Bonds in the circumstances permitted by the Indenture) may exercise any option and pursue any remedy provided by the Indenture.

Section 9.03 No Remedy Exclusive; Selective Enforcement. No remedy conferred upon or reserved to the Issuer or the Trustee by this Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement and as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of nonperformance shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event the Issuer or the Trustee shall elect to selectively and successively enforce its rights under this Loan Agreement, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security interest securing payment of the indebtedness secured hereby or thereby until such time that it shall have been paid in full all sums secured hereunder and thereunder. The foreclosure of any lien provided pursuant to this Loan Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Issuer or the Trustee might obtain as a result of such selective and successive foreclosure.

Section 9.04 Indenture Overriding. All of the provisions of this Article are subject to and subordinate to the rights and remedies of the Bondholders and the Trustee pursuant to the Indenture. The Issuer shall have no power to waive any event of default hereunder, except with respect to indemnification and its administrative payments, without the consent of the Trustee to such waiver.

Section 9.05 Agreement to Pay Attorneys' Fees and Expenses. In any Event of Default, if the Issuer or the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the Borrower herein contained, whether or not such suit is commenced, the Borrower agrees that it will on demand therefor pay to the Issuer or the Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Issuer or the Trustee.

Section 9.06 Issuer and Borrower to Give Notice of Default. The Issuer and the Borrower covenant that they will, at the expense of the Borrower, promptly give to the Trustee written notice of any Event of Default under this Loan Agreement of which they shall have actual knowledge or written notice, but the Issuer shall not be liable (except as provided in Section 6.01(d) hereof) for failing to give such notice.

Section 9.07 Correlative Waivers. If an Event of Default under Section 8.02 of the Indenture shall be cured or waived and any remedial action by the Trustee rescinded, any correlative Default under this Loan Agreement shall be deemed to have been cured or waived.

ARTICLE X MISCELLANEOUS

Section 10.01 References to the Bonds Ineffective After Bonds Paid. Upon payment of the Bonds by the Issuer in accordance with the Indenture, all references in this Loan Agreement to the Bondholders shall be ineffective and the Issuer and any holder of the Bonds shall not thereafter have any rights hereunder, excepting those that shall have theretofore vested.

Section 10.02 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the funds and accounts existing pursuant to the Indenture upon the expiration or sooner cancellation or termination of this Loan Agreement, as provided herein, after payment in full of all Bonds then outstanding under the Indenture (or provisions for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid hereunder and under the Indenture (other than amounts payable as arbitrage rebate pursuant to the Code), shall belong to and be paid to the Borrower.

Section 10.03 Notices.

(a) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

The Issuer:	Louisiana Local Government Environmental Facilities and Community Development Authority 5641 Bankers Ave, Bldg. B Baton Rouge, LA 70808 Attention: Ty Carlos, Executive Director
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If to the Parish: Parish of Bossier
204 Burt Blvd.
Benton, La 71006
Attention: William R. Altimus

If to the Trustee: Regions Bank
II City Plaza
400 Convention Street, 9th Floor
Baton Rouge, La 70802
Attention: Corporate Trust Department

If to the Lender: Regions Capital Advantage, Inc.
1900 5th Avenue North, 24th Floor
Birmingham, AL 35203

(b) Notice hereunder shall be deemed effective on the date of its receipt by the addressee. The Borrower, the Issuer and the Trustee may, by notice given hereunder, designate any further or different addresses, counsel or counsel addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(c) Notwithstanding anything to the contrary herein, subject to Section 12.07 of the Indenture, the Trustee shall have the right to accept and act upon directions or instructions delivered using Electronic means.

Section 10.04 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower and their respective successors and assigns, subject to the limitation that any obligation of the Issuer created by or arising out of this Loan Agreement shall not be a general debt of the Issuer, but shall be payable solely out of the proceeds derived from this Loan Agreement and the sale of the Bonds under the Indenture.

Section 10.05 Performance on Legal Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption or purchase of any Bonds or the date fixed for the giving of notice or the taking of any action under this Indenture shall not be a Business Day, then payment of such interest, principal, purchase price and redemption premium, if any, the giving of such notice or the taking of such action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

Section 10.06 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument; provided, however, that upon the assignment and pledge to the Trustee provided for in Sections 3.02 and 7.03 hereof, the Issuer shall deliver to the Trustee an executed counterpart of this Loan Agreement which executed counterpart shall be deemed to be collateral of which the Trustee has taken possession and no other Counterpart shall be deemed to be collateral for any other purpose.

Section 10.07 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 10.08 Severability. If any clause, provision or Section of this Loan Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or Section shall not affect any of the remaining clauses, provisions or Sections hereof and this Loan Agreement shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in this Loan Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Issuer or the Borrower, as the case may be, only to the extent permitted by law.

Section 10.09 Captions. The table of contents, captions or headings of the several articles and sections of this Loan Agreement are for convenience only and shall not control, affect the meaning of or be taken as an interpretation of any provisions of this Loan Agreement.

Section 10.10 Consents and Approvals. Whenever the consent or approval of the Issuer, the Borrower or the Trustee shall be required under the provisions of this Loan Agreement, such consent or approval shall not be unreasonably withheld or delayed.

Section 10.11 Third Party Beneficiaries. It is specifically agreed between the parties executing this Loan Agreement that it is not intended by any of the provisions of any part of this Loan Agreement to make the public or any member thereof, other than the Trustee and the Bondholders and except as expressly provided herein or as contemplated in the Indenture, a third party beneficiary hereunder, or to authorize anyone not a party to this Loan Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Loan Agreement. The duties, obligations and responsibilities, if any, of the parties to this Loan Agreement with respect to third parties shall remain as imposed by law.

Section 10.12 Exculpatory Provision.

(a) In the exercise of the powers of the Issuer, the Trustee and their respective trustees, directors, officers, employees and agents (each, an "Indemnified Party") under this Loan Agreement, each Indemnified Party shall not be accountable or liable to the Borrower (i) for any actions taken or omitted by such Indemnified Party in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them (other than the negligence or willful misconduct of such Indemnified Party), or (ii) for any claims based on this Loan Agreement against any such Indemnified Party, all such liability, if any, being expressly waived by the Borrower by the execution of this Loan Agreement. The Borrower shall indemnify and hold harmless each Indemnified Party against any claim or liability based on the foregoing asserted by any other person.

(b) In case any action shall be brought against an Indemnified Party in respect of which indemnity may be sought against the Borrower, such Indemnified Party shall promptly notify the Borrower in writing and the Borrower shall assume the defense thereof, including the employment of counsel of the Borrower's choice and the payment of all expenses. Such Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless the employment of such counsel has been authorized by the Borrower. The Borrower shall not be liable for any settlement of any such action without its consent but if any such action is settled with the consent of the Borrower or if there be

final judgment for the plaintiff of any such action, the Borrower agrees to indemnify and hold harmless such Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

Section 10.13 Accounts and Audits. The Issuer shall cause the Trustee to keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Bonds.

Section 10.14 Date of Loan Agreement. The dating of this Loan Agreement as of March 1, 2021 is intended as and for the convenient identification of this Loan Agreement and is not intended to indicate that this Loan Agreement was executed and delivered on said date, this Loan Agreement being executed on the date of issuance of the Bonds.

IN WITNESS WHEREOF, the Louisiana Local Government Environmental Facilities and Community Development Authority has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers, and the Parish of Bossier, Louisiana has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY

[S E A L]

By: _____
Ty E. Carlos, Executive Director

Attest:

Amy K. Cedotal, Assistant Secretary

PARISH OF BOSSIER, LOUISIANA

[S E A L]

By: _____
William R. Altimus, Parish Administrator

Attest:

By: _____
Rachel D. Hauser, Parish Secretary

TRUST INDENTURE
between

LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY
and

REGIONS BANK, as Trustee
\$9,000,000

*Louisiana Local Government Environmental Facilities
and Community Development Authority
Revenue Bonds
(Bossier Parish Public Improvement Project)
Series 2021*

DATED AS OF MARCH 1, 2021

TRUST INDENTURE
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This Table of Contents is not a part of the Trust Indenture and is for convenience only. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Indenture of Trust.

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TRUST INDENTURE

This **TRUST INDENTURE**, dated as of March 1, 2021 (the “*Indenture*”), is between **LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY** (the “*Authority*”), a political subdivision and body politic organized and existing under and by virtue of the constitution and the laws of the State of Louisiana (the “*State*”), and **REGIONS BANK**, an Alabama state banking corporation with a corporate office located in Baton Rouge, Louisiana (together with its successors and assigns), as trustee (the “*Trustee*”).

PREAMBLES

WHEREAS, the Issuer is established for public purposes, specifically to provide an instrumentality with the authority to provide economic development, infrastructure and environmental facilities, to assist political subdivisions in construction, extending, rehabilitating, repairing and renewing infrastructure and environmental facilities, to assist in the financing of such needs by political subdivisions in the State and to provide for the issuance of bonds for authorized projects, including, but not limited to financing or refinancing of construction of public works and infrastructure and the acquisition of necessary equipment and rolling stock; and

WHEREAS, the Issuer is a political subdivision of the State of Louisiana (the “*State*”), created pursuant to the authority of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16), and certain related constitutional and statutory authority (the “*LCDA Act*”); and

WHEREAS, pursuant to the Act, and in order to encourage the construction of such facilities and the acquisition of such necessary equipment by political subdivisions who become members of the Issuer, which the Issuer believes to be in the public interest and for the benefit of the wealth, health and safety of the citizens of the State, the Issuer is authorized to issue its revenue bonds and loan the proceeds of the revenue bonds to such political subdivisions; and

WHEREAS, the Parish of Bossier (the “*Borrower*”) has requested that the Issuer issue its revenue bonds on behalf of the Borrower in accordance with the provisions of the Act; and

WHEREAS, the Borrower has requested the Issuer to issue its \$9,000,000 in aggregate principal amount of Louisiana Local Government Environmental Facilities And Community Development Authority Revenue Bonds (Bossier Parish Public Improvement Project), Series 2021 (the “*Bonds*”) and to loan the proceeds thereof to the Borrower pursuant to the terms of the Agreement (as hereinafter defined), between the Issuer and the Borrower, for the purpose of assisting the Borrower in financing public projects; and

WHEREAS, the Bonds will be secured by and payable from Lawfully Available Funds of the Borrower; and

WHEREAS, the Issuer is authorized to, and believes it to be in the best interest of the Issuer and the State, to issue the Bonds and loan the funds derived from the sale thereof to the Borrower for the purpose of providing funds to allow the Borrower to (i) finance the cost of additions, acquisitions, repairs and/or expansions needed to maintain Parish owned works of public improvement; and (ii) paying the costs of issuance of the Bonds (collectively, the “*Project*”); and

WHEREAS, all things necessary for this Indenture to constitute a valid assignment and pledge of the Trust Estate (as hereinafter defined) pledged to payment of the principal and redemption price of and interest on the Bonds (as hereinafter defined) and a valid assignment and pledge of the rights of the Issuer (except Reserved Rights) in the Agreement and all revenues and all money and securities from time to time held by the Trustee under the terms of this Indenture together with all earnings thereon (except those in the Rebate Fund which are pledged to the United States Government until such time as all requirements therefor are met), and the creation, execution and delivery of this Indenture, subject to the terms hereof, have in all respects been duly authorized; and

WHEREAS, pursuant to the Agreement, the Borrower will agree to make payments in an amount sufficient to make timely payments of principal of and interest on the Bonds and to pay such other amounts as are required by the Agreement; and

WHEREAS, the fully registered Bonds and the certificate of authentication by the Trustee to be endorsed thereon with respect to the Bonds are to be in substantially the form attached as Exhibit A hereto with all necessary and appropriate variations, omissions and insertions as permitted or required under this Indenture; and

WHEREAS, all acts, conditions and things required by the laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture have happened, exist and have been performed as so required in order to make this Indenture a valid and binding agreement in accordance with its terms; and

WHEREAS, the execution and delivery of this Indenture have been duly authorized by the Issuer and the Trustee; and

WHEREAS, each of the parties hereto represents that it is fully authorized to enter into and perform and fulfill the obligations imposed upon it under this Indenture and the parties are now prepared to execute and deliver this Indenture; and

NOW, THEREFORE, the Issuer and the Trustee hereby covenant and agree with each other and with the registered owners, from time to time, of the Bonds as follows:

The Issuer, in consideration of (1) the premises and the acceptance by the Trustee of the trust hereby created, (2) the purchase and acceptance of the Bonds by the Owners thereof and (3) other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged for the purpose of securing the payment of the principal of, premium, if any, and interest on the Bonds at any time Outstanding under this Indenture according to their tenor and effect and to declare the terms and conditions on and subject to which the Bonds are issued, authenticated, delivered, secured and held, and in order to secure the faithful performance and observance by the Issuer of all of the covenants and conditions set forth herein and in the Bonds, does adopt, and will execute and deliver this Indenture, and does hereby grant, bargain, transfer, sell, convey, assign, pledge unto, set over and confirm and grant a security interest in the following to the Trustee, and to its successors and their assigns forever, all and singular the following described properties, rights, interests, and benefits (which, collectively with all Trust Moneys (as defined herein), are sometimes herein collectively referred to as the "*Trust Estate*"), to wit:

GRANTING CLAUSE FIRST

All right, title and interest of the Issuer in, to and under the Agreement (except as to and excluding the Issuer's rights to indemnity under Sections 6.01 and 6.09 of the Agreement and the Issuer's rights under the Agreement to receive payment of fees, reimbursement of expenses, and to receive notices, reports and other information), including without limitation, all Payments received or receivable by the Issuer under the Agreement, and the present, continuing and exclusive right to make claim for, collect and receive any of the rents, revenues and receipts and other sums of money payable or receivable thereunder, whether payable as rents or otherwise, the exclusive right to bring actions and proceedings thereunder or for the enforcement thereof and to receive all proceeds (including real property) acquired by the Issuer or the Trustee as a result of any such actions or proceedings, the exclusive right to grant consents, approvals and waivers and enter into amendments and to do any and all things which the Issuer is or may become entitled to do under the Agreement, provided that the assignment made by this clause shall not impair or diminish any obligation of the Issuer under the provisions of the Agreement.

GRANTING CLAUSE SECOND

All revenues and all moneys and securities from time to time held by the Trustee under the terms of this Indenture together with all earnings thereon (except those in the Rebate Fund which are pledged to the United States Government until such time as all requirements therefor are met) and the Agreement and any and all other property of every type and nature whatsoever from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security hereunder by the Issuer, or by anyone in its behalf or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate and the rights and privileges hereby pledged, conveyed and assigned by the Issuer, or intended so to be, unto the Trustee and its successors and assigns forever, in trust, nevertheless, for the equal and pro rata benefit and security of each and every Owner of the Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds or for any reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been issued simultaneously with the delivery hereof and were expressed to mature on one and the same date.

The Trust Estate assigned hereunder is also assigned to secure the payment of any and all sums which the Trustee may expend or become obligated to expend (including but not limited to court costs and attorneys' fees and expenses) to preserve and protect any of the Trust Estate or to cure any default of the Borrower under the Agreement or arising out of any such default or incident of delay in payment of sums and the performance of obligations thereunder, or in pursuing or exercising any right, rights, remedy, or remedies consequent upon the default of the Borrower thereunder;

PROVIDED, HOWEVER, that if (i) the Issuer, and its successors or assigns, shall cause the Bonds and the interest due or to become due thereon, and premium, if any, to be paid solely and only from the sources mentioned in the Bonds, according to the true intent and meaning thereof, and shall keep, perform and observe all of the covenants and conditions under the terms of this Indenture to be kept, performed and observed by it, and shall comply with all conditions precedent to the satisfaction and discharge of the Indenture, and shall cause to be paid to the Trustee and any paying agents all sums of money due or to become due to them in accordance with the terms and provisions hereof, (ii) the Borrower shall perform all of its covenants under the Agreement, and (iii) all sums of money due or to become due to the Issuer under the terms of the Agreement or to the Trustee or the Owners under the terms hereof shall be paid, then this Indenture and the rights hereby granted shall cease, terminate and be void, and the Trustee in such case, on demand of the Issuer, on payment by the Issuer to the Trustee of its reasonable fees, costs and expenses, shall execute and deliver to the Issuer in accordance with the terms hereof such discharges or satisfactions as shall be requisite and convey to the Issuer all interests held by the Trustee under the terms hereof, otherwise, this Indenture shall remain in full force and effect;

The Issuer hereby covenants and agrees with, and does hereby covenant unto the Trustee, that it has good right and lawful authority to transfer and assign the Trust Estate to the extent and in the manner herein provided; that the Issuer will not suffer any lien or encumbrance to exist upon the Trust Estate, or any part thereof, superior to the security or lien to accrue or be created under this Indenture; or do or suffer any act or thing whereby the security hereof may be diminished or impaired; and the Issuer further covenants and agrees to defend or cause to be defended forever the title to each and every part of said Trust Estate against the claims and demands of all persons whomsoever.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the Trust Estate hereby conveyed, transferred, assigned, confirmed, pledged, and encumbered are to be dealt with and disposed of under, on and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITION OF TERMS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS

Section 1.01. *Definition of Terms*. Unless otherwise apparent from the context, the terms defined in this Article I for all purposes of this Indenture have the meanings herein specified. Except where otherwise indicated or provided, words in the singular number include the plural as well as the singular number and vice versa. Any capitalized, undefined terms in this Indenture have the meanings assigned to them in the Agreement.

"Act" means Chapter 10-D of Title 33 (La. R.S. 33:4548.1 through 4548.16) and other constitutional and statutory authority supplemental thereto.

"Additional Bonds" means bonds, if any, issued in one or more series on a parity with the Bonds pursuant to Article V hereof.

“Administrative Expenses” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Issuer or the Trustee pursuant to the Agreement and this Indenture, the compensation of the Trustee under this Indenture (including, but not limited to an annual administrative fee charged by the Trustee), and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under this Indenture.

“Agreement” means that certain Loan Agreement, dated as of March 1, 2021, between the Issuer and the Borrower, as supplemented and amended from time to time.

“Authority” or *“Issuer”* means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, created by the provisions of the Act, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Authority by said provisions shall be given by law.

“Authorized Authority Representative” means the Executive Director and Assistant Secretary of the Authority, and the person(s) at the time designated to act under the Agreement and the Indenture on behalf of the Authority by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Authority by the Chairman, Vice Chairman or Executive Director of the Authority. Such certificate may designate an alternate or alternates.

“Authorized Borrower Representative” means the Bossier Parish Police Jury or any person subsequently designated to act under the Agreement and this Indenture on behalf of the Borrower by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Borrower by the Bossier Parish Police Jury.

“Authorized Denomination” means \$100,000 or any integral multiple of \$5,000 in excess thereof.

“Bond” or *“Bonds”* means the \$9,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Bossier Parish Public Improvement Project), Series 2021.

“Bond Counsel” means Dunlap Fiore LLC, and its successors, or such other nationally recognized bond counsel as may be selected by the Authority and acceptable to the Borrower.

“Bond Proceeds Fund” means the fund of that name created under this Indenture.

“Bond Register” means, when used with respect to the Bonds, the registration books maintained by the Trustee pursuant to this Indenture.

“Bondholder” or *“holder of Bonds”* or *“Owner”* or *“Owner of Bonds”* means the registered Owner of any Bond.

“Borrower” or *“Parish”* means the Parish of Bossier, Louisiana.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“Closing Date” means the date on which the Bonds are delivered and payment for the first draw-down under the Bonds is received by the Authority.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“Costs of Issuance” means costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Code section 147(g).

“Debt Service Fund” means the fund of that name created under this Indenture.

“Debt Service Payment” means, in the aggregate, an amount sufficient for the payment in full of all Bonds from time to time issued under this Indenture and then Outstanding, including (i) the total interest becoming due and payable on the Bonds to the date of payment thereof, and (ii) the total principal amount of and premium, if any, on the Bonds.

“Default Rate” means the maximum rate permitted by Louisiana law.

“Defeasance Obligations” means investments described in paragraphs (1) and (2) of the definition of Permitted Investments.

“Determination of Taxability” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Bond is or was includable in the gross income of an Owner of the Bonds for federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Bondholder, and until the conclusion of any appellate review, if sought.

“Draw-down Period” means the period commencing on (and including) the Closing Date and ending on (and including) October 1, 2021.

“Event of Default” means an event of default as set forth in Section 8:01 hereof.

“Fiscal Year” means any period of twelve consecutive months adopted by the Borrower as its fiscal year for financial reporting purposes, presently the period beginning on January 1 and ending on December 31 of each year.

“Indenture” means this Trust Indenture dated as of March 1, 2021 between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions of the Indenture.

“Interest Payment Date” or *“interest payment date”* means each January 1 and July 1, commencing July 1, 2021.

“Investment Grade Rating” means Bonds that have been rated “BBB-” or higher by S&P or Fitch, or “Baa3” or higher by Moody’s, if any.

“Lawfully Available Funds” means the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular

obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that the full faith and credit of the Borrower is not pledged, and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

“*Lender*” means the owner of the Bonds, initially, Regions Capital Advantage, Inc. or its subsequent designee.

“*Lender Letter*” means the lender letter executed by the Lender substantially in the form attached to this Indenture as Exhibit B.

“*Loan*” means the aggregate amount of the moneys loaned to the Borrower pursuant to the Agreement.

“*Maximum Annual Debt Service*” means, as of the date of calculation, the highest aggregate annual debt service requirements and debt service payable on the Bonds, the Outstanding Parity Bonds, and any Additional Bonds during the then current or any succeeding Fiscal Year over the remaining term of the Bonds, the Outstanding Parity Bonds and any Additional Bonds.

“*Moody’s*” means Moody’s Investors Service, Inc., New York, New York, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

“*Outstanding*” or “*outstanding*,” when used with reference to the Bonds, means all Bonds which have been authenticated and issued under this Indenture except:

- (a) Bonds canceled by the Trustee pursuant to this Indenture;
- (b) Bonds for the payment of which moneys or Defeasance Obligations shall be held in trust for their payment by the Trustee as provided in the defeasance provisions of this Indenture;
- (c) Bonds which have been duly called for redemption and for which the Redemption Price thereof is held in trust by the Trustee as provided in this Indenture;
- (d) Bonds in exchange for which other Bonds shall have been authenticated and delivered by the Trustee as provided in this Indenture; and
- (e) for all purposes regarding consents and approvals or directions of Bondholders under the Agreement or the Indenture, Bonds held by or for the Authority, the Borrower or any person controlling, controlled by or under common control with either of them.

“*Outstanding Parity Bonds*” means: (i) the Borrower’s payment obligations under a Loan Agreement dated as of December 1, 2020 by and between the Authority and the Borrower relating to the Authority’s \$11,48,000 Revenue Refunding Bonds (Bossier Parish Public Improvement Project) Series 2020 (the “*Series 2020 Bonds*”), (ii) the Borrower’s payment obligations under a Loan Agreement dated as of March 1, 2019 by and between the Authority and the Borrower relating to the Authority’s \$9,000,000 Revenue Bonds (Bossier Parish Public Improvement Project) Series 2019 (the “*Series 2019 Bonds*”), (iii) the Borrower’s payment obligations under a Loan Agreement dated as of May 1, 2015 by and between the Authority and the Borrower relating to the Authority’s \$11,590,000 Revenue Refunding Bonds (Bossier Parish Public Improvement Projects) Series 2015 (the “*Series 2015 Bonds*”) and (iv) the Borrower’s payment obligation under a Loan Agreement dated as of March 1, 2012 by and between the Authority and the Borrower relating to the sinking fund payments of the Series 2012 Bonds maturing March 1, 2023 which are due on March 1, 2021 and March 1, 2022 (the “*Unrefunded 2012 Bonds*”).

“*Paying Agent*” means the paying agent for the Bonds (and may include the Trustee) and its successor or successors appointed pursuant to the provisions of this Indenture.

“*Payments*” means the amounts paid by the Borrower as provided in the Agreement for the purpose of repaying the loan made by the Authority under the Agreement from the proceeds of the Bonds.

“*Permitted Investments*” means:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below), or
- (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.
- (3) Obligations of any federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Farm Credit System Financial Assistant Corporation
 - Rural Economic Community Development Administration (formerly the Farmers Home Administration)
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA’s)
 - Federal Housing Administration
 - Federal Financing Bank;
- (4) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
 - Senior debt obligations rated “Aaa” by Moody’s and “AAA” by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
 - Obligations of the Resolution Funding Corporation (REFCORP)
 - Senior debt obligations of the Federal Home Loan Bank System

(5) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.);

(6) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(7) Investments in a money market funds rated "AAAm" or "AAAm-G" or better by S&P;

(8) Pre-refunded municipal obligations defined as follows: Any Bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(B) (i) with the prior written approval of S&P, which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(9) General obligations of any states of the United States of America with a rating of at least "A2/A" or higher by both Moody's and S&P;

(10) Investment agreements supported by appropriate opinions of counsel, with notice to S&P; and

(11) Any other investments approved in writing by the Purchaser.

"Principal Payment Date" when used with respect to the Bonds, means each July 1, commencing July 1, 2021.

"Record Date" means the fifteenth (15th) calendar day of the month previous to a month which contains an Interest Payment Date, or if such day shall not be a Business Day, the next preceding Business Day.

"Registrar" means the registrar for the Bonds (and may include the Trustee) and its successor or successors appointed pursuant to the provisions of this Indenture.

"Redemption Price" means with respect to any Bond or portion thereof to be redeemed, 100% of the principal amount thereof, plus the applicable premium, if any, and accrued interest thereon payable upon redemption thereof pursuant to this Indenture.

"S&P" or "Standard & Poor's Ratings Group" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

"Sinking Fund Payment" means the amount required to be applied by the Authority to the payment of the principal portion of the Redemption Price of Term Bonds on any date specified herein.

"State" means the State of Louisiana.

"Tax Agreement" means the Tax Regulatory Agreement and Arbitrage Certificate dated the date of issuance of the Bonds among the Authority, and the Borrower.

"Taxable Adjusted Rate" means in the event of a Determination of Taxability, a rate of interest which would provide the Owner with an after-tax yield on the then outstanding principal amount of Bonds at least equal to the after-tax yield the Owner could have received if a Determination of Taxability had not occurred.

"Trust Estate" means (1) all right, title and interest of the Issuer in and to the Agreement described in **GRANTING CLAUSE FIRST** and **GRANTING CLAUSE SECOND** above and (2) all Trust Moneys.

"Trust Moneys" means all moneys received by the Trustee:

(a) as herein provided to be held and applied under this Indenture, or required to be paid to the Trustee and the disposition of which is not herein otherwise specifically provided for, including, but not limited to, the investment income on all Funds and Accounts held by the Trustee under this Indenture;

(b) as proceeds from the sale of the Bonds, including, but not limited to, moneys or Permitted Investments received by the Trustee; and

(c) as Payments, payable under the Agreement.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, initially Regions Bank.

Section 1.02. **Construction of References.** References by number in this Indenture to any Article or Section shall be construed as referring to the Articles and Sections contained in this Indenture unless otherwise stated. The words "hereby," "hereof," "hereto," and "hereunder" and any compounds thereof shall be construed as referring to this Indenture generally, and not merely to the particular Article, Section or subdivision in which they occur, unless otherwise required by the context.

The term "*this Indenture*" means this instrument as originally executed and as it may from time to time be supplemented and amended by one or more indentures supplemental hereto under the provisions hereof.

Section 1.03. **Date of Indenture.** The dating of this Indenture as of March 1, 2021, is intended for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on such date, this Indenture being executed on the dates of the respective acknowledgments hereto attached.

Section 1.04. **Severability Clause.** If any provision of this Indenture is held or deemed to be, or is in fact, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy.

Section 1.05. **Headings.** Any heading preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience or reference and does not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

[End of Article I]

ARTICLE II

AUTHORIZATION, TERMS AND CONDITIONS OF BONDS

Section 2.01. **Authority for and Issuance of Bonds.**

(a) There is hereby authorized under this Indenture a series of bonds designated “Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Bossier Parish Public Improvement Project), Series 2021.” No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued and Outstanding hereunder is hereby expressly limited to \$9,000,000. The Bonds will be issuable solely as fully registered Bonds without coupons in Authorized Denominations numbered R-1 consecutively upward. Initially, one fully registered term bond shall be issued.

(b) The Bonds shall initially be dated as of their date of issuance. The Bonds issued in exchange for or on the registration or transfer of such Bonds shall be dated the date of the Trustee’s authentication thereof.

(c) Payments of principal and premium, if any, and interest on the Bonds shall be payable by wire transfer by the Trustee on, as applicable each Principal Payment Date and on each Interest Payment Date (each Principal Date and each Interest Payment Date is a “Payment Date”) to the Registered Owner as of the Record Date at its address as it last appears on the registration books of the Trustee. All such payments shall be made in lawful currency of the United States at the address specified in the most recent writing by the Owner delivered to the Trustee at the address designated in Section 12.07 at least 30 days preceding such Payment Date.

(d) If any payment of interest or principal on the Bonds is due on a day other than a Business Day, payment shall be made on the next succeeding Business Day, with the same effect as if made on the day such payment was due.

Section 2.02. **Form of Bonds.**

(a) The Bonds are issuable as fully registered draw-down Bonds, without coupons, in Authorized Denominations. The Bonds shall initially be issued as a single term bond numbered R-1. The Bonds shall be dated the date of delivery, shall mature (subject to prior redemption as hereinafter set forth) on December 1, 2035. Issuer shall make mandatory Sinking Fund Payments on the dates, and in the amounts, set forth herein, and all principal outstanding under the Bonds shall be due and payable at maturity. Principal outstanding under the Bonds shall bear interest from the date of each draw-down thereof until paid in full, payable on January 1 and July 1 of each year, commencing July 1, 2021, at a rate of 2.74% per annum (to be calculated on an actual number of days (365 or 366, as applicable)/360-day year basis).

(b) Principal amounts drawn on the Bonds shall occur on and after the Closing Date during the Draw-down Period, as set forth herein. The Issuer/Borrower may make principal draws on the Bonds on or before each date set forth in the “Draw-Date” column of the following table (each such date, a “Draw Date”), in the amount set forth in the following table in the “Incremental Draw” column of such table that corresponds to such date (each such amount an “Incremental Draw”), at the written request of the Borrower with the approval of the Lender. The Issuer/Borrower may request such draws up to thirty (30) days prior to a Draw-Date.

Draw Date	Incremental Draw	Aggregate Draws
At Closing		

Each principal draw on the Bonds shall be evidenced by completion of a draw request executed by the Borrower with the approval of the Lender in substantially the form attached hereto as Exhibit C, with such modifications as may be approved by the Lender, a copy of which shall be simultaneously be delivered to the Trustee. In no event shall the aggregate amount of principal drawn on the Bonds exceed (i) on Draw Date, the amount set forth in the above table in the “Aggregate Draws” column of such table that corresponds to such Draw Date or (ii) on or after October 1, 2021, \$9,000,000. The principal amount of each drawing shall be recorded by the Lender on Schedule I attached to the Bonds and the Lender shall similarly record principal payments received in redemption of such Bonds. The Lender’s records, absent manifest error, shall be definitive as to disbursed amounts and the outstanding principal amount on the Bonds.

If on any Draw Date, the Issuer has failed to make Incremental Draws under the Bonds in an aggregate amount equal to the amount set forth in the “Aggregate Draw” column of the above table (each such amount, the “Required Aggregate Advance”) that corresponds to such Draw Date, the Issuer shall pay to Lender a fully-earned, no refundable fee (each such fee, the “Insufficient Draw Fee”) equal to 4.0% of the difference between the Required Aggregate Advance that corresponds to such Draw Date minus the aggregate amount of all Incremental Draws under the Bonds actually made by Borrower on, and including, such Draw Date. The Issuer shall pay the Insufficient Draw Fee to Lender within 30 days after such Draw Date, without notice or demand.

(c) The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof upon surrender of the Bonds at the principal corporate trust office of the Trustee. The interest on the Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee on such due date to each person in whose name a Bond is registered, at the address(es) as they appear on the Bond Register maintained by the Trustee at the close of business on the applicable Record Date irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall default in payment of interest due on such Interest Payment Date, provided that the owners of \$1,000,000 or more in aggregate principal amount of Bonds may request payment by wire transfer if such owners have requested such payment in writing to the Trustee, which request shall be made no later than the Record Date and shall include all relevant bank account information and shall otherwise be acceptable to the Trustee. Such notice shall be irrevocable until a new notice is delivered not later than a Record Date. In the event of any default by Issuer of its obligation to timely pay interest, such defaulted interest shall be payable on a payment date established by the Trustee to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

(d) Upon the occurrence of an Event of Default, the Bonds shall bear interest at the Default Rate during the time that such Event of Default continues to exist.

(e) In the event of a Determination of Taxability, the interest rate of the Bonds shall be adjusted, at the written direction of the Lender to provide an after-tax yield on the then outstanding principal amount of Bonds equal to the Taxable Adjusted Rate. In such event, the Issuer shall execute and deliver a substitute Bond to the Lender, which shall be duly authenticated by the Trustee.

(f) The Bonds issued under this Indenture shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof with such appropriate variations, additions, omissions and insertions as are permitted or required by this Indenture.

Section 2.03. Execution, Limitation of Liability.

(a) The Bonds shall be executed on the Issuer’s behalf by the manual or facsimile signature of an Authorized Authority Representative, and shall have the Issuer’s official seal impressed or imprinted thereon by facsimile or otherwise.

(b) In case any officer of the Issuer whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until authentication; and any Bond may be signed on behalf of the Issuer by such persons as are at the time of execution of such Bond proper officers of the Issuer, even though at the date of this Indenture, such person was not such officer.

(c) The Bonds and the interest there are special, limited obligations of the Issuer payable solely from payments derived by the Issuer under the Agreement. The Bonds shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, except the Borrower, within the meaning of any Constitutional provisions or statutory limitation and shall not constitute a pledge of the faith and credit of the state or of any political subdivisions thereof but shall be payable solely from the funds provided for in the Agreement and this Indenture. The issuance of the Bonds shall not, directly, indirectly, or contingently obligate the State or any political subdivision to levy any taxes or to make any appropriation for their payment. The Issuer has no power to tax.

Section 2.04. Special Limited Obligations.

(a) The principal of, premium, if any, and interest on the Bonds and any other payments required by this Indenture shall be special and limited obligations of the Issuer payable solely out of (1) Payments by the Borrower under the Agreement, (2) the funds and accounts created under this Indenture and (3) money received by the Trustee that is otherwise part of the Trust Estate. The Bonds are secured solely by the Trust Estate, and are issued on a complete parity of lien as to the Outstanding Parity Bonds. The covenants and agreements contained herein and in the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Issuer, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general assets or revenues of the Issuer (other than the Trust Estate) shall arise therefrom. The Issuer has no authority to tax. Nothing contained in this Section, however, shall relieve the Issuer from the observance and performance of the covenants and agreements on its part contained herein or in the Bonds.

(b) The Bonds and any other payments required by this Indenture are not a debt of the State or any political subdivision thereof. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation of the laws of the State. Neither the State nor any other political subdivision thereof, other than the Borrower, will be obligated to pay the principal of, premium, if any, or interest on the Bonds and neither the faith and credit nor the taxing power of the State or any other political subdivision thereof is pledged to such payment. The general credit of the Issuer is not pledged to any such payment. No recourse under or upon any covenant or agreement of this Indenture, or of any Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future incorporator, officer or member of the governing body of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any

assessment or penalty or otherwise; it being expressly understood that this Indenture and the Bonds issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the governing body of the Issuer or any successor, or any of them, because of the issuance of the Bonds, or under or by reason of the covenants or agreements contained in this Indenture or in any Bonds or implied therefrom.

(c) Nothing in the provisions of this Indenture, the Tax Agreement, the Agreement or the Bonds shall obligate the Issuer, or any of its officers, directors, members, agents or employees to expend any funds other than those which are derived exclusively from the sale of the Bonds or from the Borrower or Trustee under the terms and provisions of this Indenture and the Agreement.

Section 2.05. **Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form contained in the form of Bond included in Exhibit A attached hereto has been duly executed by the Trustee and such executed certificate of the Trustee on any such Bond is conclusive evidence that such Bond has been authenticated or registered and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it is not necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06. **Reserved.**

Section 2.07. **Delivery of Bonds.**

(a) Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver the Bonds to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the initial Owner as directed by the Issuer as provided in this Section 2.07 or Section 2.11.

(b) Before the delivery by the Trustee of any of the Bonds, the Trustee shall have received the moneys described in Section 4.02 hereof and there shall be filed with the Trustee:

(i) A copy, duly certified by an Authorized Authority Representative of each resolution of the Issuer authorizing the issuance and sale of the Bonds and the execution and delivery of this Indenture, the Agreement, and the Tax Agreement;

(ii) A copy, duly certified by the Clerk or Secretary of the Parish of Bossier, Louisiana, each resolution or ordinance adopted by the Governing Authority of the Borrower authorizing the execution and delivery of the Tax Agreement and the Agreement and approving this Indenture and the issuance and sale of the Bonds;

(iii) Original executed counterparts of this Indenture, the Tax Agreement, the Lender Letter and the Agreement;

(iv) A request and authorization to the Trustee on behalf of the Authority and signed by the Authorized Authority Representative to deliver the Bonds to the purchasers thereof upon payment to the Trustee, for the Issuer's account of the net proceeds from the sale of the Bonds plus accrued interest thereon, if any, to the Closing Date;

(v) The initial Bonds, executed by the Issuer in accordance with Section 2.03; and

(vi) Such other closing documents and opinions of counsel as the Trustee, the Lender or the Issuer may reasonably specify.

Section 2.08. **Mutilated, Lost, Stolen or Destroyed Bonds.**

(a) If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond of like date, series, maturity and denomination as that Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and, in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to them. If any such Bond is about to mature or has matured or been called for redemption, instead of issuing a duplicate Bond, the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the Owner of such Bond their reasonable fees and expenses incurred under this Section 2.08.

(b) All duplicate Bonds issued and authenticated under this Section 2.08 shall constitute original, contractual obligations of the Issuer (whether or not lost, stolen or destroyed Bonds are at any time found by anyone) and shall be entitled to equal and proportionate rights and benefits hereunder as all other Outstanding Bonds issued hereunder.

Section 2.09. **Registration and Transfer of Bonds; Persons Treated as Owners.**

(a) The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture (the "Register") to be kept by the Trustee, as Registrar ("Registrar"). At reasonable times and under reasonable regulations established by the Registrar and subject to any applicable law providing to the contrary, such lists, containing the names and addresses of the Registered Owners, may be inspected by or a copy thereof provided to the Borrower or Owners (or a designated representative thereof) of 25% or more in aggregate principal amount of Bonds Outstanding. Upon any additions, deletions or changes in Owners, the Registrar shall provide a corrected list to the Borrower on its written request therefor.

(b) On surrender for transfer of any Bond at its principal corporate trust office, the Registrar shall enter the name or names and address or addresses of the transferee on the registration books of the Issuer and shall deliver such Bond to the transferee, or, on request of the transferee, shall deliver a new fully authenticated and registered Bond or Bonds in the name or names of the transferee, such new Bond or Bonds to be of Authorized Denominations and of the same maturity and same Series and for the aggregate principal amount which the Owner is entitled to receive.

(c) All Bonds presented for transfer, redemption or payment (if so required by the Issuer or the Registrar), shall be accompanied by a written instrument or instruments of transfer, in form and with guaranty of signature as set

forth in the form of the Bonds included in Exhibit A hereto, or as may be satisfactory to the Issuer and the Registrar, duly executed by the Owner or by his duly authorized attorney.

(d) The Registrar also may require payment from the Owner of a sum sufficient to cover any tax or other governmental fee or charge that may be imposed in relation thereto, but no other cost shall be assessed to such Owner. Such taxes, fees and charges shall be paid before any such new Bond shall be delivered.

(e) The Issuer, the Trustee and the Paying Agent shall not be required (a) to issue or register the transfer of any Bonds during any period beginning on a Record Date and ending at the close of business on the Business Day next preceding the next succeeding Bond Payment Date or (b) to transfer any Bonds selected, called or being called for redemption in whole or in part.

(f) Bonds delivered on any transfer as provided herein, or as provided in Section 2.08, shall be valid limited obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

(g) The Issuer, the Paying Agent, and the Trustee may treat the person in whose name a Bond is registered on the books of the Issuer maintained by the Trustee as the absolute Owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

Section 2.10. **Cancellation or Destruction of Bonds.** Whenever any Outstanding Bond is delivered to the Trustee for cancellation under this Indenture, on payment of the principal amount and interest represented thereby, or for replacement under Section 2.08 or transfer under Section 2.09, such Bond shall be cancelled and destroyed by the Trustee and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer as requested.

Section 2.11. **Exchange and Transfer of Bonds.**

(a) Unless the Bonds are rated with an Investment Grade Rating, the Bonds may be transferred only to an “accredited investor” as that term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “*Securities Act*”) or a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities Act. Any transfer in violation of this subsection shall be null and void. The Lender shall be required to execute and deliver to the Issuer a Lender Letter in the form of the Lender Letter attached hereto as Exhibit. Transfers of the Bonds shall be in Authorized Denominations and shall not require the transferee to execute a Lender Letter.

(b) For every such exchange or transfer of Bonds, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(c) The Trustee shall not be required to register the transfer or exchange of (i) any Bonds during the fifteen (15) day period next preceding the selection of Bonds to be redeemed and thereafter until the date of the mailing of a notice of redemption of Bonds selected for redemption, or (ii) any Bonds selected, called or being called for redemption in whole or in part, except in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed.

Section 2.12. **Temporary Bonds.**

(a) Pending preparation of definitive Bonds, there may be executed, and on request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds and subject to the same limitations and conditions, temporary, typewritten, printed, engraved or lithographed bonds, in the form of registered Bonds without coupons in Authorized Denominations, substantially in the form in Exhibit A hereto and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds are issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed, authenticated and delivered to the Trustee, and the Trustee, on presentation to it at the Principal Office of the Trustee of any temporary Bond, shall cancel the same and deliver in exchange therefor at the place designated by the Owner, without charge to the Owner, a definitive Bond or Bonds (as the case may be) of an equal aggregate principal amount, of the same maturity and bearing interest at the same rate or rates as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

[End of Article II]

ARTICLE III REDEMPTION

Section 3.01. **Issuer’s Election to Redeem; Notice to Trustee.** The election of the Issuer under Section 3.08 of this Indenture, or through it the Parish, to redeem any Bonds shall be evidenced by a written request to the Trustee. In case of any redemption at the election of the Issuer or the Parish of all or less than all of the Outstanding Bonds, the Issuer, or through it the Parish, shall, at least 45 days before the redemption date fixed by the Issuer, or through it the Parish, notify the Trustee of such redemption date and of the principal amount and maturity of Bonds of such Series to be redeemed by a written request to the Trustee.

Section 3.02. **Selection of Bonds To Be Redeemed.** If less than all of the Outstanding Bonds are to be redeemed, the Issuer, at the direction of the Borrower, shall select the series and maturity of the Bonds to be redeemed and the particular Bonds within a maturity to be redeemed shall be selected by lot by the Registrar in such manner as the Registrar may determine. For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed, or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

Section 3.03. **Notice of Redemption.**

(a) Except in the case of mandatory sinking fund redemption (in which case, no notice shall be required to be provided by the Trustee), notice of redemption identifying the Bonds to be redeemed shall be given by the Trustee to the Owners in writing not less than 30 days before the date fixed for redemption by first-class mail, postage prepaid, at the address shown on the registration books or via accepted means of electronic communication; provided, however, that

failure to receive an appropriate notice shall not affect the validity of the proceedings of such redemption and failure to give any notice with respect to any Bonds shall not affect the validity of any proceedings for the redemption of any Bonds with respect to which notice is correctly given.

(b) Each notice of redemption shall state the following: (1) the redemption price; (2) the redemption date, the place at which payment will be made, the principal amount to be redeemed, the interest rate, the stated maturity date, and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed, (3) any condition to such redemption and (4) that the Bonds or portions of Bonds to be redeemed shall cease to bear interest on the redemption date and on the satisfaction of any condition to redemption. In case any Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the date fixed for redemption, on surrender of the Bond, a new Bond in principal amount equal to the unredeemed portion of the Bond will be issued. The notice of redemption shall also state that on the date fixed for redemption there will become due and payable on each of such Bonds, or portions of Bonds, the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

Section 3.04. Deposit of Moneys for Redemption.

(a) The Issuer, or through it the Parish, shall deposit with the Trustee an amount of money in immediately available funds sufficient, together with other Trust Moneys available for such purpose, to pay the redemption price of all Bonds to be redeemed on the redemption date, which the Trustee shall deposit in the Debt Service Fund.

(b) Notwithstanding the foregoing, in the event of a redemption under Section 3.08, the redemption price shall be paid only from monies deposited with the Trustee under the Agreement, and with respect to any redemption under Section 3.10, the redemption price shall be paid only from monies deposited with the Trustee by the Parish specifically for such purpose.

Section 3.05. Effect of Notice of Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for payment of the redemption price being held by the Trustee as provided in Section 3.04, (a) the Bonds, or portions of Bonds, so called for redemption shall, on the date fixed for redemption designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds, or portions of Bonds, on such date and interest on the Bonds, or portions of Bonds, so called for redemption shall cease to accrue, (b) on surrender of the Bonds, or portions of Bonds, so called for redemption in accordance with such notice, such Bonds, or portions of Bonds, shall be paid at the applicable redemption price, (c) such Bonds, or portions of Bonds, shall cease to be entitled to any lien, benefit or security under this Indenture but the moneys so deposited shall be held in trust for the benefit of the Owners of the Bonds so called for redemption, and (d) the Owners of such Bonds, or portions of Bonds, shall have no rights in respect thereof except to receive payment of the redemption price thereof, and in the case of a partial redemption of Bonds, also receive a new Bond or Bonds for the unredeemed balance as provided above.

Section 3.06. Partial Redemption. If a portion of the outstanding principal amount of the Bond is optionally redeemed, the principal amount of the portion of the Bond to be redeemed shall be credited against mandatory sinking fund redemption payments in the inverse order of their maturity. In the event of a partial optional redemption, the Trustee shall issue a new bond with a new mandatory sinking fund redemption schedule. In the event that the Bond is registered to more than one Bondholder, the Trustee shall partially redeem the Bond on a pro rata basis for all registered Bondholders based on their percentage ownership in the outstanding Bond or principal amount thereof.

Section 3.07. Cancellation. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued and a counterpart of the certificate of cremation or other destruction evidencing such destruction shall be furnished by the Trustee to the Parish as requested.

Section 3.08. Optional Redemption. The Bonds are subject to redemption prior to their stated maturity date, at the option of the Issuer at the written direction of the Parish, in whole or in part on any date on or after July 1, 2031, in such order of maturity determined by the Issuer at the direction of the Parish, from available moneys made available for such purpose, at the Redemption Price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Section 3.09. Mandatory Sinking Fund Redemption. The Bonds are subject to scheduled sinking fund redemption through Sinking Fund Payments at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date in the amounts set forth below:

Dates	Principal Amounts
July 1, 2022	\$800,000
July 1, 2023	\$1,390,000
July 1, 2024	\$1,435,000
July 1, 2025	\$1,482,000
July 1, 2026	\$1,530,000
July 1, 2027	\$1,580,000
July 1, 2028	\$1,631,000
July 1, 2029	\$1,685,000
July 1, 2030	\$1,741,000
July 1, 2031	\$1,797,000
July 1, 2032	\$1,856,000
July 1, 2033	\$1,916,000
July 1, 2034	\$1,977,000

Section 3.10. Purchase of Bonds.

(a) The Trustee, at the written direction of and on behalf of the Borrower, is hereby further authorized to purchase the Bonds on the open market at any time at a price not to exceed the principal amount of the Bonds and accrued interest, if any, to the date of purchase plus brokerage fees, if any, from funds made available to the Trustee by the Borrower.

(b) In lieu of redemption, the Trustee, at the written direction of and on behalf of the Borrower, is hereby authorized to purchase Bonds subject to redemption on the open market at any time before the redemption date at a price not to exceed the principal amount of the Bonds plus the applicable premium and accrued interest, if any, to the date of purchase, solely from funds available therefor in the Debt Service Fund, plus brokerage fees, if any, to be paid by the Borrower.

[End of Article III]

ARTICLE IV

FUNDS AND ACCOUNTS; FLOW OF FUNDS

Section 4.01. **Creation of Funds and Accounts.** Upon delivery of and payment for the Bonds, the Trustee is hereby expressly authorized to create the following special funds and accounts relating to the Bonds, to be held in trust and administered by the Trustee:

- (a) Bond Proceeds Fund and the Costs of Issuance Account therein;
- (b) Debt Service Fund;
- (c) Construction Fund; and
- (d) Rebate Fund, if necessary.

Section 4.02. **Bond Proceeds Fund.** The Bond Proceeds Fund shall be used to receive the proceeds of the initial draw on the Bonds on the Closing Date, as drawn in accordance with Section 2.02(b) herein. On the Closing Date, the Trustee shall deposit amounts received as follows:

- (a) _____ of the proceeds of the Bonds will be deposited in the Cost of Issuance Account of the Bond Proceeds Fund and will be used to pay Costs of Issuance of the 2019 Bonds;
- (b) \$_____ shall be transferred into the Construction Fund; and

Section 4.03. **Debt Service Fund.**

(a) The Trustee shall create and maintain for so long as any of the Bonds remain outstanding a special Debt Service Fund. Upon receipt, the Trustee shall deposit into the Debt Service Fund all payments made by the Borrower pursuant to the Agreement, as follows:

- (iv) Semiannually, at least five (5) Business Days before each January 1 and July 1, commencing on July 1, 2021, an amount equal to the interest due and payable on the Bonds on such January 1 or July 1, as the case may be; and
- (v) Annually, at least five (5) Business Days before each July 1, commencing on July 1, 2022, an amount equal to the principal and premium, if any, due and payable on the Bonds on such July 1, as set forth in the Indenture.

(b) Moneys on deposit in the Debt Service Fund shall be used solely to pay the principal of and interest on the Bonds as it becomes due and payable, whether on an Interest Payment Date, at maturity, upon acceleration, or upon earlier redemption.

(c) Any investment earnings on monies on deposit in the Debt Service Fund shall be retained therein and shall be applied to payment of the next succeeding Principal and Interest payments coming due on the Bonds.

(d) Each installment of the Debt Service Payments payable by the Borrower under the Agreement will be in an amount which, including moneys in the Debt Service Fund then available, will be designed to provide for the timely payment in full of the principal of and interest on the Bonds. The Parish promises that it will pay the Debt Service Payments from Lawfully Available Funds of the Borrower in accordance with the terms of the Agreement.

Section 4.04. **Rebate Fund.** The Trustee shall create and maintain for so long as any of the Bonds remain outstanding a special Rebate Fund. Moneys deposited and held in the Rebate Fund shall be used to make all rebate payments owed to the United States under the Code, and shall not be subject to the pledge of this Indenture. The Parish shall comply with the requirements of Section 148 of the Code and the regulations thereunder, and the Parish, at its expense, shall make the calculation(s) required by the Code and the Tax Agreement and shall direct the Trustee in writing to make deposits to and make disbursements from the Rebate Fund that the Parish determines are in accordance therewith.

Section 4.05. **Application of Moneys in the Rebate Fund.** Moneys in the Rebate Fund shall be used to make any rebate payments required to be made to the United States under the Code. The Rebate Fund shall be held for the sole benefit of the United States of America and is not pledged under this Indenture. Moneys required to be paid to the United States shall be deposited in the Rebate Fund by the Parish under the Agreement as required thereby and by this Indenture.

Section 4.06. **Amounts Remaining in Bond Proceeds Account.** The Trustee shall transfer all funds remaining in the Bond Proceeds Account 180 days after the Closing Date to the Debt Service Fund.

Section 4.07. **Amounts Remaining in Funds; Releases.** It is agreed by the parties hereto that any amounts remaining in the funds and accounts existing pursuant to this Indenture upon the expiration or sooner cancellation or termination of the Agreement, as provided therein, after payment in full of all Bonds then Outstanding under this Indenture (or provisions for the payment thereof having been made in accordance with Article XII of this Indenture), and the fees, charges and expenses of the Authority and the Trustee and all other amounts required to be paid under the Agreement and under this Indenture have been paid, shall belong to and be paid to the Parish.

Section 4.08. **Payment of Costs of Issuance.** There shall be paid into the Costs of Issuance Account in the Bond Proceeds Fund the amount required to be so paid from Bond proceeds pursuant to Section 4.02 of this Indenture; and such amounts shall be applied to the payment of all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds including, but not limited to, publication costs, printing costs,

costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, the Issuer or any other fiduciary, legal fees and charges, fees and disbursements of consultants and professionals and any other cost, charge or fee in connection with the original sale and issuance of the Bonds. The Trustee shall make payments from the Costs of Issuance Account upon receipt of a written request of the Issuer directing the Trustee to pay such amounts, and upon receipt of an invoice from the party seeking payment. Any amounts remaining in the Costs of Issuance Account 180 days after the Closing Date shall be transferred to the Construction Fund.

Section 4.09 **Construction Fund.** The Construction Fund shall be maintained by the Trustee in trust and shall be used to receive the immediate transfer of proceeds of the Bonds as provided in Section 4.02 and the proceeds of subsequent draws made in accordance with Section 2.02(b) hereof. Moneys in the Construction Fund shall be applied to finance road, infrastructure and general facilities upgrades by the Borrower; provided that if in an Event of Default under the agreement or this Indenture has occurred and is continuing, the Trustee shall transfer moneys in the respective account of the Construction Fund to the Debt Service Fund for the purpose of paying the principal, premium if any, and interest on the Bonds.

[End of Article IV]

ARTICLE V ADDITIONAL BONDS

Section 5.01. **Additional Bonds.** Additional Bonds may be issued in one or more series on a parity with the Bonds by the Authority at the request of the Parish under a supplement to the Indenture so long as:

- (a) No Event of Default under the Indenture has occurred and is then continuing, and the Parish and Authority shall have approved the issuance of such Additional Bonds; and
- (b) There shall have been filed with the Trustee an opinion of an attorney or firm of attorneys generally recognized as having expertise in matters relating to municipal bonds to the effect that the exclusion from “gross income” for Federal income tax purposes of the interest on any tax-exempt Bonds then outstanding under the Indenture shall not be adversely affected.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to the Indenture or the separate indenture authorizing the issuance of such series of Additional Bonds.

Section 5.02. **Reserved.**

[End of Article V]

ARTICLE VI INVESTMENT OF MONEYS IN FUNDS AND ACCOUNTS

Section 6.01. **Moneys Held in Trust .** All moneys from time to time received by the Trustee under this Indenture for deposit in any fund established hereunder shall be considered trust funds, shall not be subject to lien or attachment and shall, except as hereinafter provided, be deposited with the Trustee until or unless invested or deposited as provided in Section 6.02.

Section 6.02. **Investment of Funds.**

(a) Moneys contained in the funds and accounts held by the Trustee shall be continuously invested and reinvested by the Trustee at the written direction of the Borrower in Permitted Investments, to the extent practicable, that shall mature (or be readily convertible to cash) not later than the respective dates, as estimated by the Trustee, when the moneys in said funds and accounts shall be required for the purposes intended, and:

- (i) No such investment shall be required to be made unless the cash at the time available therefor is at least equal to \$1,000;
- (ii) The Trustee shall be authorized, to the extent necessary to enable the Trustee to discharge or perform its obligations hereunder, at any one or more times to sell any part or all of the investments whenever it may, for any reason or purpose whatsoever, deem any such sale to be desirable;
- (iii) Any income derived from and any profit or loss on any such investment of moneys on deposit in any such fund or account shall be credited or debited, as the case may be, to the respective fund or account in which earned; and
- (iv) No Permitted Investments in any fund or account may mature beyond the latest maturity date of any Bonds outstanding at the time such Permitted Investments are deposited.

(b) An Authorized Borrower Representative shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article and the Tax Agreement, and the Trustee shall then invest such money under this Section as so directed. The Trustee may conclusively rely upon the Authorized Borrower Representative’s written instructions as to both the suitability and legality of all directed investments. In the absence of written investment instructions from the Authorized Borrower Representative, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Trustee shall in no event have any liability for any loss resulting from the investment of moneys in accordance with the directions of the Authorized Borrower Representative. The Trustee shall furnish annually to the Authority if requested, and on at least a monthly basis to the Borrower, a written copy of the types, amounts, yield and maturities of all such investments. Although the Borrower recognizes that it may obtain brokerage confirmations or written statements containing comparable information at no additional cost, the Borrower agrees that confirmations of permitted investments are not required to be issued by the Trustee, as the case may be, each month in which a monthly statement of investments is provided to it. No statement needs to be provided, however, for any fund and account for any month in which no investment activity occurred during such month in such Fund and Account.

(c) Investments shall be valued by the Trustee as frequently as deemed necessary by the Trustee or the Authority, but not less often than annually.

Section 6.03. **Investments Through Trustee's Bond Department.** The Trustee may make investments permitted in Section 6.02 through its own trust or bond or investment department or the bond investment department of any affiliated entity, including investments in its own or affiliated entity meeting the requirements of a Permitted Investment hereunder. As and when any amount invested pursuant to this Article may be needed for disbursement, the Trustee may cause a sufficient amount of such investments to be sold and reduced to cash to the credit of such funds.

[End of Article VI]

ARTICLE VII

GENERAL COVENANTS OF THE ISSUER AND THE TRUSTEE

Section 7.01. **Payment of Bonds.** The Issuer and the Trustee (with respect to their respective obligations to make payments from moneys available therefor and otherwise comply with the terms and conditions of this Indenture in accordance with this Indenture) covenant that they will promptly pay the principal of, premium, if any, and interest on every Bond issued under the provisions of this Indenture at the place, on the dates and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof; provided, however, that the performance of the obligations and any liability imposed by this Section 7.01 shall be limited solely to the Trust Estate, including the Payments, and other revenues and receipts derived from the Agreement, and the Issuer and the Trustee shall not be responsible for any obligation or liability under this Section 7.02 except to the extent of the Trust Estate and such Payments and other revenues and receipts.

Section 7.02. **Payments.** The Issuer covenants that while the Bonds are Outstanding hereunder, the Agreement will provide for Payments by the Parish which, when made, are to be set aside in the various Funds and Accounts established in Article IV of this Indenture.

Section 7.03. **Payment of Fees and Charges of Trustee.** All charges made by the Trustee and the Paying Agent for services rendered and for payment of principal of, premium, if any, and interest on the Bonds (not paid by the Borrower from Payments under the Agreement), will be paid by the Borrower, and will not be required to be paid by the Issuer or the Owners of the Bonds. Notwithstanding the foregoing sentence, if the charges for services referenced in this Section 7.03 are not paid when due, then the Trustee may pay all such charges from any monies in its possession under the provisions of this Indenture.

Section 7.04. **Assignment of Revenues and Creation of Other Liens.** The Issuer covenants and agrees that it will not assign, transfer or hypothecate (other than to the Trustee) any Payments then due or to accrue in the future under the Agreement. The Issuer further covenants and agrees that it will not create or consent to the creation or existence of any lien on the Trust Estate other than as permitted by this Indenture.

Section 7.05. **Validity of Agreement.** The Issuer covenants that the Agreement when executed and delivered by the Issuer and the Parish will be a valid and binding contract of the Issuer; that the Agreement will be lawfully made by the Issuer; that the covenants of the Issuer contained in the Agreement and this Indenture are valid and binding; that the representations of the Issuer set forth therein are true, correct and complete; that the Issuer has good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the Trust Estate in the manner and form herein provided; and that the Issuer will, at the expense of the Borrower, warrant and defend title to same to and hold harmless the Trustee against the claims of all persons whomsoever.

Section 7.06. **Covenants of Issuer Concerning Enforcement of Agreement.** The Issuer covenants that it will in all respects promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements to be kept, performed and complied with by it. The Issuer further covenants that it will not do or consent to anything being done, or knowingly omit or refrain from doing anything in any case where any such act done or consented to, or any such knowing omission of or refraining from action would or might be a ground for declaring a default under the Agreement.

Section 7.07. **Curing of Defects in Title to Trust Estate.** The Issuer covenants and agrees that it will not do or consent to anything being done that might result in the Borrower's failure (a) to take such prompt actions as may be necessary or proper to remedy or cure any defect in or cloud on the title to the Trust Estate or any part thereof, whether now existing or hereafter developing or (b) to prosecute all such suits, actions and other proceedings as may be appropriate for such purposes. The Issuer further covenants and agrees that it will not do or consent to anything being done that might result in the Borrower's failure to indemnify and save the Trustee, the Issuer and every Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 7.08. **Execution of Additional Documents.** The Issuer will, at the expense of the Borrower, but without expense to the Trustee or the Owners of the Bonds, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, conveyances, assignments, transfers and assurances as the Trustee shall reasonably require, for the better assuring, conveying, assigning and confirming unto the Trustee all and singular the Trust Estate hereby conveyed or assigned or intended to so be, or which the Issuer may be or may hereafter become bound to convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of this Indenture or the Agreement.

Section 7.09. **Limitation of Obligations of Issuer.**

(a) Any performance by the Issuer of all duties and obligations imposed on it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the Issuer for all warranties and other covenants hereunder, shall be limited solely to the Trust Estate, including revenues and receipts derived from the Agreement, and the Issuer and its officers and directors shall not be responsible for its or their duties, obligations, powers or covenants hereunder except to the extent of the Trust Estate.

(b) The Issuer shall not be required to take any action not expressly provided for herein. The Issuer shall have no obligation to review, control or oversee the activities of the Trustee in collecting any amounts payable pursuant to the Agreement or this Indenture, or in making any payments on the Bonds. Furthermore, the Issuer shall not be obligated to take any action or execute any document that might in its reasonable judgment involve it in any expense or

liability unless it shall have been furnished with assurance of payment or reimbursement for any expense and with reasonable indemnity for liability of the Issuer, its incorporators, directors, officers and counsel.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Issuer, or any successor or assign of any such person or entity, be liable, personally or otherwise, of any obligation (including, without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Issuer or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or the Agreement, the Tax Agreement, the Bond Purchase Agreement, the Bonds or elsewhere, and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or other or additional legal theory or theories whatsoever (collectively, the “Obligations”) shall in all events be absolutely limited obligations and liabilities, payable solely out of the Trust Estate.

(d) In no event shall any member, officer, agent, employee, representative or advisor of the Issuer, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(e) In no event shall this Indenture be construed as: (i) depriving the Issuer of any right or privilege; or (ii) requiring the Issuer or any member, officer, agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or any one else; which deprivation or requirement would violate or result in the Issuer’s being in violation of any applicable state or federal law.

Section 7.10. **Tax-Exempt Nature of Interest on the Bonds.** The Issuer, as to matters under its control, covenants and agrees for the benefit of the Owners of the Bonds, to the extent permitted by the laws of the State, it will comply with the requirements of the Code and the Agreement, in order to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The Authority further covenants and agrees that it will not take any action, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Authority to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or would result in the inclusion of the interest on any of the Bonds in “gross income” under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds, or (ii) the failure to pay any required rebate of arbitrage earnings to the United State of America or to comply with any agreements relating to the payment of such required rebate, or (iii) the use or investment of the proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds” or “arbitrage bonds” under the Code. The Parish has agreed to comply with the requirements of Section 148 of the Code, as applicable to the Bonds, and to provide instructions to the Authority and Trustee regarding any actions to comply with Authority’s covenant in the Tax Agreement.

Section 7.11. **Rights Under the Agreement; Trustee as Holder.** The Issuer agrees that the Trustee in its own name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under the Agreement (other than the Unassigned Rights) for and on behalf of the Owners, whether or not the Issuer is in default under this Indenture.

Section 7.12 **Additional Security.** The Issuer covenants, whenever and so often as reasonably required to do so by the Trustee, promptly to execute and deliver or cause to be delivered all such other and further instruments, documents or assurances, and to promptly do or cause to be done all such other further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the owners of the Bonds all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture.

Section 7.13 **Defend Against Actions.** The Issuer covenants to defend or cause to be defended every suit, action or proceeding at any time brought against the Trustee or any owner of Bonds any claim arising out of the receipt, application or disbursement of any of the Trust Estate or involving the Issuer’s, the Trustee’s or such Bondholders’ rights under this Indenture or the Agreement and to indemnify and save harmless, solely from the Trust Estate, the Trustee and Bondholders against any and all liability claimed or asserted by any person whomsoever, arising out of such receipt, application or disbursement of any such Trust Estate; provided, however, that the Trustee or any owner of Bonds at its or his election may appear in and defend against any such suit, action or proceeding; and notwithstanding any contrary provision hereof, this covenant shall continue and remain in full force and effect until all indebtedness, liabilities, obligations and other sums secured hereby have been fully paid and satisfied, and this Indenture has been released of record and the lien hereof discharged.

Section 7.14 **Non-Impairment of Security.** The Issuer covenants that so long as any of the Bonds issued pursuant to this Indenture are outstanding and unpaid, the Issuer will not voluntarily consent to any amendment to the Agreement or otherwise take any action which will reduce the amount of moneys made available thereunder to the Trustee, or which will in any manner impair or adversely affect the rights of the Issuer or the Trustee or the security provided by this Indenture to the owners from time to time of the Bonds.

Section 7.15 **Issuer’s Obligation Limited.** Nothing in the Agreement or this Indenture is intended to require or obligate nor shall anything therein be interpreted to require or obligate the Issuer for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Issuer other than from the Trust Estate.

[End of Article VII]

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.01. **No Extension of Time for Payment of Principal, Premium or Interest.** The Trustee shall not be authorized to extend the time for any payment of principal, premium or interest without the prior written consent of or authorization of a majority in ownership of the Bonds so affected.

Section 8.02. **Events of Default.** The term “*Event of Default*,” wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it is voluntary or involuntary or effected by operation of law or under any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) The payment of any installment of interest on any of the Bonds shall not be made when the same shall become due and payable;
- (b) The payment of the principal on or of the Bonds shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or by acceleration or otherwise;
- (c) An Event of Default shall occur under the Agreement;
- (d) If by action or inaction of the Authority or the Parish the interest on the Bonds shall become includable in "gross income" for federal income tax purposes; or
- (e) Default by the Authority in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture on the part of the Authority to be performed, if such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Parish by the Trustee, which shall give such notice at the written request of the owners of not less than a majority in principal amount of the Bonds then outstanding. Such default shall not become an Event of Default if said default be of the nature that (i) it cannot be corrected within the thirty (30) day period after receipt of notice, but the Authority (or the Parish pursuant to the provisions of Section 8.03 of this Indenture) promptly shall institute and diligently pursue corrective action until such default is cured, or (ii) the Trustee shall determine that such default is not curable but such default does not affect the validity or enforceability of the Bonds, this Indenture or the Agreement, an event of nonperformance shall not have occurred under the Agreement (other than as a result of the cross-default provisions), and such default does not impair the security or the obligations provided for or under the Bonds, this Indenture or the Agreement.

The word "default" as used herein means failure of performance when due, exclusive of any period of grace, if any, allowed to correct any such failure.

Section 8.03. ***Right To Cure.*** If the Issuer, for whatever reason, at any time fails to perform any act or pay any amount which it is obligated to perform or pay and, as a result, an Event of Default occurs or is threatened, the Parish has the right to perform such act or pay such amount on behalf of the Issuer and thereby prevent or cure the Event of Default.

Section 8.04. ***Acceleration; Annulment of Acceleration.***

(a) Upon the occurrence of an Event of Default, the Trustee may, at the written direction of a majority of the Bondholders, by written notice to the Issuer, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding. In such event, there shall be due and payable on the bonds an amount equal to the principal amount of all the Bonds then outstanding plus all interest accrued thereon and which will accrue thereon to the date of payment.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Indenture, or the Agreement, the Trustee may annul such declaration and its consequences with respect to the Bonds if (i) moneys shall have been deposited in the Debt Service Fund sufficient to pay all matured installments of principal (other than principal due solely because of acceleration) and interest; (ii) moneys shall be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Authority or the Parish under this Indenture or the Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every Event of Default actually known to the Trustee (other than a default in the payment of the principal of the Bonds due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 8.05. ***Insufficiency in the Debt Service Fund; Application of Moneys.***

(a) Anything in this Indenture to the contrary notwithstanding, if at any time the moneys in the Debt Service Fund shall not be sufficient to pay the interest on, premium, if any, or the principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities), such moneys, together with any other moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall, subject to the provisions of Sections 9.02 and 9.04 hereof, be applied as follows:

(i) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay any particular installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; then

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) in the order of their due dates, with interest on the principal amount of such Bonds due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds and their interest thereon, then to the payment thereof ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and then

THIRD, to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of this Indenture.

(ii) If the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference; and

(b) If the principal of all the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the provisions of Section 8.05(a) above, in the event that the principal of all the Bonds shall later become or be declared due and payable, then all such moneys shall be applied in accordance with the provisions of Section 8.05(a) above.

(c) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times and from time to time in accordance with the written direction of the Authority, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for application in the future; the deposit of such money or otherwise setting aside such money in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall receive written direction from the Authority in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 8.06. **Discontinuance of Proceedings.** In case any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

Section 8.07. **Appointment of Receiver.** Upon the occurrence of an Event of Default, and upon filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or keeper pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.08. **Remedies Not Exclusive.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity on or after the date of adoption of this Indenture.

Section 8.09. **Remedies Vested in Trustee.** All rights of action under this Indenture, the Agreement or under any of the Bonds may be enforced by the Trustee without possession of the Bonds and without their production in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee may be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization, or other debtor relief law.

Section 8.10. **Majority of Bondholders Control Proceedings.** If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Indenture to the contrary, the owners of at least a majority of the aggregate outstanding principal amount of Bonds then outstanding shall have the right, at any time by an instrument or instruments in writing executed and delivered to the Trustee and affording the Trustee proper indemnification in accordance with Section 9.02 hereof, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Indenture, provided the direction is in accordance with law and the provisions of this Indenture and, is not unduly prejudicial to the interest of Bondholders not joining in such direction, and provided further, that nothing in this Section shall impair the right of the Trustee in its discretion to take any other action under this Indenture which it may deem proper and which is not inconsistent with the direction by Bondholders.

Section 8.11. **Individual Bondholder Action Restricted.**

(a) No owner of any Bond shall have any right to institute any suit, action or proceeding for the enforcement of this Indenture or for the execution of any trust hereunder or for any remedy under this Indenture unless:

(i) An Event of Default has occurred (other than under Sections 8.02 (a) or 8.02 (b)) as to which the Trustee has been notified in writing; and

(ii) The owners of at least a majority of the aggregate outstanding principal amount of Bonds outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Indenture or to institute an action, suit or proceeding in its own name; and these Bondholders shall have offered the Trustee such indemnity as may be satisfactory to the Trustee, and the Trustee shall have failed or refused to exercise the powers granted in this Indenture or to institute an action, suit or proceeding in its own name for a period of sixty (60) days after receipt of the request and offer of indemnity.

(b) No one or more owners of Bonds shall have any right in any manner whatsoever to disturb or prejudice the security of this Indenture or to enforce any right hereunder except in the manner herein provided and then only for the equal benefit of the owners of all outstanding Bonds.

Section 8.12. **Waiver and Non-Waiver of Events of Default.**

(a) No delay or omission of the Trustee or of any owner of Bonds to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by this Article to the Trustee and to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any Event of Default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Indenture or before the completion of the enforcement of any other remedy under this Indenture.

(c) Notwithstanding anything contained in this Indenture to the contrary, the Trustee, upon written request of the owners of at least a majority of the aggregate principal amount of the Bonds then outstanding shall waive any Event of Default and its consequences; provided, however, that a default in the payment of the principal of, premium, if any, and interest on any Bond, when due and payable or upon call for redemption, may not be waived after the date the same becomes due and payable without the written consent of the owners of all the Bonds at the time outstanding.

(d) In case of a waiver by the Trustee of any Event of Default, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section.

Section 8.13. ***Notice of Defaults.***

(a) Within thirty (30) days after the receipt of notice of an Event of Default or the occurrence of an Event of Default of which the Trustee is deemed to have notice, the Trustee shall (unless the Event of Default has already been cured) give written notice of the Event of Default to the owners of all Bonds then outstanding in the manner provided in Section 12.08, provided that, except in the case of a default in the payment of principal, Redemption Price, or interest on any of the Bonds, the Trustee may withhold the notice to the Bondholders.

(b) The Trustee shall immediately notify, in writing, the Authority and the Parish of any Event of Default known to the Trustee.

Section 8.14. ***Opportunity of Borrower to Cure Certain Defaults.*** The Authority and the Trustee hereby grant the Parish full authority on the account of the Authority to perform any covenant or obligation and to otherwise fulfill any condition the failure or non-performance of which is or is alleged to be a default under this Indenture, and the Trustee agrees that performance by the Parish shall be deemed to be performance by the Authority.

[End of Article VIII]

ARTICLE IX

CONCERNING THE TRUSTEE, THE PAYING AGENT AND THE REGISTRAR

Section 9.01. ***Acceptance of Trusts.*** The Trustee hereby represents and warrants to the Authority (for the benefit of the Parish and the Bondholders as well as the Authority) that it is an Alabama state banking corporation with a corporate trust office in Baton Rouge, Louisiana, and is duly authorized under such laws to accept and execute trusts of the character set out. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture including the following express terms and conditions, to all of which the parties hereto and the respective Owners of the Bonds agree:

(a) Except during the continuance of an Event of Default within the purview of Section 8.02 hereof, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and the Trustee shall not be responsible for (i) the legality or enforceability of this Indenture (except with respect to performance of its obligations hereunder), the Agreement (except with respect to performance of its obligations hereunder), the Tax Agreement (except with respect to performance of its obligations thereunder), and any supplement thereto, the Bonds (except as to the authentication of the Bonds), or any instruments or documents related thereto (collectively, the "Bond Documents") or (ii) the legality, perfection, sufficiency or priority of the Trust Estate or any lien purported to be granted thereon under any of the aforesaid documents or otherwise. No implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) No provision of this Indenture shall be construed to relieve the Trustee from liability for its gross negligence or willful misconduct, except that:

(i) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected fully from liability in relying or acting upon, any resolution, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties; but in the case of any such certificates or opinions that by any provision hereby are specifically required to be furnished to the Trustee, as the case may be, the Trustee shall be under a duty to examine the same to determine whether or not they conform to requirements of this Indenture;

(ii) in the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter shall be deemed to be conclusively proved and established by a certificate executed by an Authorized Authority Representative; provided, however, that the Trustee, or such agent, representative, expert or counsel may require, but is not obligated to require, such further and additional evidence and make such further investigation as it or they may consider reasonable;

(iii) the Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;

(iv) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and in accordance with any direction or request of the Bondholders;

- (v) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless the Trustee is grossly negligent in ascertaining the pertinent facts;
- (vi) the Trustee shall not be deemed to have knowledge of any Event of Default, except for the failure of the Authority to make or cause to be made scheduled payments to the Trustee provided for in the Agreement until an officer of the Trustee who customarily handles corporate trusts and is assigned to supervise this Indenture shall have actual knowledge thereof or the Trustee shall have received written advice thereof from any Bondholder;
- (vii) anything in any of the Bond Documents to the contrary notwithstanding, whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it by the security afforded to it by the terms of this Indenture, unless it is requested in writing to do so by one or more owners of the Bonds outstanding hereunder and furnished, from time to time as it may require, with security and indemnity satisfactory to it;
- (viii) anything in any of the Bond Documents to the contrary notwithstanding, the Trustee need not take any action or follow any direction from any one or more Bondholders if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to Bondholders not parties to such direction, or the Trustee in good faith believes following such direction would involve the Trustee in personal liability;
- (ix) in no event shall the Trustee be liable to any person for special, indirect or consequential damages, lost profits or loss of business arising under or in connection with this Indenture, even if previously informed of the possibility of such damages and regardless of the form of action;
- (x) anything to the contrary in the Bond Documents notwithstanding, the permissive right of the Trustee to do anything enumerated or set forth in any of the Bond Documents shall not be construed as a duty, and the Trustee shall not be held responsible or liable for other than its gross negligence or willful misconduct; and
- (xi) the Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers hereunder.
- (xii) the Trustee shall have no obligation to review any financial statements and is not considered to have any notice of the content of such statements or a default based on such content, and does not have a duty to verify the accuracy of such statements.
- (xiii) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.
- (xiv) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.
- (c) In case an Event of Default within the purview of Section 8.02 hereof has occurred and is continuing and the Trustee has actual knowledge of such Event of Default or is deemed to have knowledge pursuant to (b)(vi) above, subject to the provisions of this Article IX, the Trustee shall exercise such of the rights and powers vested in it by this Indenture.
- (d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including without limitation Sections 9.03 and 9.04 hereof, shall be subject to the provisions of this Section 9.01. The Trustee also accepts, and agrees to do and perform, the duties and obligations imposed upon it by and under the Agreement, but only upon the terms and conditions set forth in the Agreement and this Indenture. The rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.
- Section 9.02. **Trustee Entitled to Indemnity.** The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture or under the Agreement, or to enter any appearance in or in any way defend against any suit in which it may be made a defendant (except in the case of the Trustee's own gross negligence), or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder or under the Agreement, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Authority shall reimburse the Trustee from funds received and available therefor under the Agreement for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Authority shall fail to make reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference over any of the Bonds.
- Section 9.03. **Responsibility for Preamble Recitals, Validity of Indenture, Proceeds of Bonds.** The Trustee assumes no responsibility for the correctness of the preamble recitals contained herein, and in the Bonds (other than the certificate of authentication of such Bonds). Neither the Trustee nor any predecessor trustee makes any representation as to the validity or sufficiency of this Indenture, of the Bonds or of any security for the payment of the Bonds. Neither the Trustee nor any predecessor trustee is accountable for the use or application by the Parish of any of the Bonds or of the proceeds of such Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture. Neither the Trustee nor any predecessor trustee is a party to, is responsible for, nor makes any representations with respect to matters set forth in any official statement, offering document or similar document prepared and distributed in connection with the sale of the Bonds issued hereunder.
- Section 9.04. **Compensation.** The Trustee shall be entitled to reasonable compensation for its ordinary services hereunder consistent with the results of the process by which the Trustee was selected and any extraordinary

services rendered hereunder and to reimbursement for all expenses incurred in good faith hereunder, including the compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder. Subject to the provisions of any contract relating to the compensation of the Trustee, the Authority shall cause the Parish to pay to the Trustee as administrative expenses its reasonable fees and charges upon the written request of the Trustee provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorneys' fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue. If the Parish shall fail to make any payment required by this Section, the Trustee may, but shall be under no obligation to, make such payment from any moneys in its possession under the provisions of this Indenture, and (notwithstanding Section 8.05 hereof) the Trustee shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder.

Section 9.05. ***Trustee to Preserve Records.*** All records and files pertaining to the Parish or the Authority in the custody of the Trustee shall be open at all reasonable times to the inspection of the Authority or the Parish and their agents and representatives. The Trustee shall notify the Authority in the event that any continuation statements shall be required to be filed in order to keep current any financing statements or other filings with respect to security interests securing the Bonds.

Section 9.06. ***Trustee may be Bondholder.*** The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Bonds issued under and secured by this Indenture, and may join in the capacity of a Bondholder in any action which any Bondholder may be entitled to take with like effect as if such institution were not the Trustee under this Indenture.

Section 9.07. ***Trustee Not Responsible for Recitals.*** The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee shall not be under any responsibility for the correctness of the same.

Section 9.08. ***Trustee May Rely on Certificates.*** Subject to the provisions of Section 9.01(b), the Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Agreement or this Indenture, or upon the written opinion of any attorney, accountant or other expert believed by it to be qualified in relation to the subject matter, and the Trustee shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

Section 9.09. ***Qualification of the Trustee.*** There shall at all times be a Trustee hereunder. Any successor Trustee hereunder shall be a trust company or commercial bank (having trust powers) organized and doing business and in good standing under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having unimpaired capital and surplus of at least \$75,000,000, subject to supervision or examination by federal or state authority. If such trust company or bank publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the unimpaired capital and surplus of such association or corporation shall be deemed to be its unimpaired capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in Section 9.10 hereof.

Section 9.10. ***Resignation and Removal of Trustee.***

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 9.11 hereof.

(b) The Trustee may resign at any time by giving written notice thereof to the Authority, the Parish and the Bondholders. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at the direction of the Parish or for any breach of its obligations set forth herein at any time by an instrument or instruments in writing delivered to the Trustee, signed by the Authority and delivered to the Trustee (such instruments to be effective only when received by the Trustee).

(d) If at any time:

(i) the Trustee shall cease to be eligible under Section 9.09 hereof and shall fail to resign after written request therefor by the Authority or by any Bondholder, or

(ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (1) the Authority or the Parish may remove the Trustee, or (2) any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor.

(e) If the Trustee shall be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause other than resignation (it being understood that no vacancy may occur as a result of resignation since the Trustee may not resign unless a successor has been appointed) or if the Trustee tenders its resignation, the Authority (so long as the Authority is not in default hereunder) shall promptly appoint a successor provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorneys' fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by an instrument or concurrent instruments in writing executed by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding and delivered to the Authority and the retiring Trustee, the successor Trustee so

appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Authority. If no successor Trustee shall have been so appointed by the Authority or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide owner of a Bond for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Authority shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to all Bondholders upon the written request of the Trustee and provided the Authority shall be furnished with sufficient funds from the Borrower to pay all costs and expenses (including attorney's fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue. Each notice shall include the name and address of the principal corporate trust office of the successor Trustee.

(g) Notwithstanding any other provision of this Indenture, no removal, resignation, or termination of the Trustee shall take effect until a successor shall be appointed.

Section 9.11. ***Successor Trustee.***

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Authority and the Parish, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessors; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority and upon payment of the expenses, charges and other disbursements of such predecessor which are payable pursuant to the provisions of Section 9.04 hereof, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it hereunder to its successor, subject, nevertheless, to its preference, if any, provided for in Sections 9.02 and 9.04 hereof. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee any such instrument in writing shall and will be executed, acknowledged and delivered by the Authority upon the written request of the Trustee and provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorneys' fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue.

(b) Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Indenture and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the corporate trust assets and corporate trust business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

Section 9.12. ***Trustee Not Responsible for Insurance, Taxes, Execution of Indenture, Acts of the Authority or Application of Moneys Applied in Accordance with this Indenture.*** The Trustee shall not be under any obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Commission or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Indenture or the validity or sufficiency of the security provided hereunder or in respect of the validity of the Bonds or the due execution or issuance thereof, except as to the authentication thereof.

Section 9.13. ***Disclosure Documents.*** The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, private placement memorandum, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

[End of Article IX]

**ARTICLE X
SUPPLEMENTAL INDENTURES**

Section 10.01. ***Supplemental Indentures Not Requiring Consent of Bondholders.*** The Authority and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof and in the opinion of the Trustee shall not materially and adversely affect the interest of the Bondholders for any one or more of the following purposes:

- (a) To clarify or cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Bondholders or the Trustee or either of them;
- (c) To subject to the lien and pledge of this Indenture additional revenues, properties or collateral;
- (d) To provide for the issuance of Additional Bonds in conformity with the provisions of Article V of this Indenture and to fix all details with respect thereto or to provide further conditions, limitations or restrictions on the issuance of Additional Bonds;
- (e) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under any federal statute hereafter in effect or under any state Blue Sky Law, and, in connection therewith, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted or required by any said federal statute or Blue Sky Law; provided, that any such indenture supplemental hereto referred to in this Section 10.01(e) shall not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of the Bonds; or
- (f) To provide any other modifications which, are not prejudicial to the interests of the Bondholders.

Section 10.02. **Supplemental Indentures Requiring Consent of Bondholders.**

(a) Anything contained in this Indenture to the contrary notwithstanding, except for indentures supplemental hereto authorized by Section 10.01 of this Indenture and subject to the terms and provisions contained in this Section 10.02, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right from time to time to consent to and approve execution by the Authority and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing contained in this Section 10.02 shall permit, or be construed as permitting, without the consent of the owners of all the Bonds then outstanding (a) an extension of the stated maturity or scheduled sinking fund redemption or reduction in the principal amount or premium of, or reduction in the rate or extension of the time of payment of interest on, any Bonds, or (b) the creation of any lien on the Trust Estate or any part thereof pledged under this Indenture prior to or on a parity with the lien of this Indenture, or (c) a reduction in the aforesaid aggregate outstanding principal amount of Bonds the owners of which are required to consent to any such indenture supplemental hereto. No such amendment shall modify the rights, duties or immunities of the Trustee without the written consent of the Trustee.

(b) If at any time the Authority shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 10.02, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the Bondholders in the manner provided in Section 12.08 of this Indenture. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within ninety (90) days or such longer period as shall be prescribed by the Authority following the giving of such notice, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 10.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

(c) So long as no event of nonperformance under the Agreement has occurred and is continuing, no such supplement shall become effective unless the Parish shall have given its prior written approval.

Section 10.03. **Filing.** Copies of any supplemental indenture shall be filed with the Trustee and delivered to the Authority and the Parish.

Section 10.04. **Reliance on Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel satisfactory to the Trustee, who may be counsel for the Authority, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Article prior to joining in the execution of such supplemental indenture.

Section 10.05. **Supplement Binding.** Upon execution of any supplemental indenture pursuant to the provisions of this Article, this Indenture shall be deemed to be supplemented, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Trustee, the Authority and the owners of Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modification and amendment.

Section 10.06. **Supplemental Agreement.** The Authority and the Parish, with the approval of the Trustee in certain events, may consent to amendments or supplements to the Agreement for the purposes and in the manner provided in Article VIII of the Agreement and the Trustee agrees that it shall take the actions required of it as provided thereunder.

[End of Article X]

**ARTICLE XI
DEFEASANCE**

Section 11.01. **Payment.** When all of the Bonds shall have been paid and discharged, and there shall have been paid all fees and charges of the Trustee due or to become due through the date on which the last of the Bonds is retired, then this Indenture shall cease, terminate and become null and void, and thereupon the Trustee shall release this Indenture including the cancellation and discharge of the lien hereof, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof and, if necessary, to enter on the records such satisfaction and discharge and to re-convey to the Authority any property or interest therein or other rights hereby conveyed and such other instruments to evidence such release and discharge as may be reasonably required by the Authority, and the Trustee shall assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in any Fund otherwise required to be paid by this Indenture and except such cash and investments as are held by the Trustee for the payment of interest and premium, if any, on and retirement of the Bonds.

Section 11.02. **Provision for Payment.** Any Bonds shall be deemed to have been paid and discharged within the meaning of Section 11.01, if the Trustee, or an escrow trustee, shall hold, in trust for and irrevocably committed thereto, moneys or Defeasance Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient for the payment of such Bonds, at their maturity or redemption date, of the principal thereof, together with the redemption premium, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provisions satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held in accordance with the provisions of this Section

shall be invested only in Defeasance Obligations the maturities or redemption dates and interest payment dates of which, at the option of the owner, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by the Defeasance Obligations held under this Section shall, as determined by the Trustee or the escrow trustee, to the extent not required for the purposes of this Section, be paid to the Parish as overpayment of Payments.

Section 11.03. **Certifications.** The Authority covenants and agrees that it will furnish to the Trustee:

(a) Certificates or opinions made by officers of the Authority required by this Indenture stating that provisions of this Article relating to the satisfaction and discharge of this Indenture have been fulfilled; and

(b) An opinion of Bond Counsel in form and substance satisfactory to the Trustee to the effect that (i) the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Bonds, and (ii) the payment of the Bonds has been provided for in the manner set forth in this Indenture, that the Bonds are no longer “Outstanding” under the Indenture, and all obligations of the Issuer with respect to the Bonds have been discharged and satisfied; and

[End of Article XI]

**ARTICLE XII
MISCELLANEOUS**

Section 12.01. **Covenants of Authority Binds its Successors.** In the event of the dissolution of the Authority, all of the covenants, stipulations, obligations and agreements contained in this Indenture by or on behalf of or for the benefit of the Authority shall bind or inure to the benefit of the successor or successors of the Authority from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the word “Authority” as used in this Indenture shall include such successor or successors.

Section 12.02. **Preservation and Inspection of Documents.** All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, the Parish and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Section 12.03. **Parties Interested Herein.** Nothing in this Indenture expressed or implied, is intended or shall be construed to confer upon, or give or grant to, any person or entity, other than the Authority, the Trustee, and the Bondholders, any right, remedy or claim by reason of this Indenture or any covenant, agreement, condition or stipulation contained herein.

Section 12.04. **No Recourse on the Bonds.** No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereunder or under this Indenture against any trustee, director, officer, employee or agent of the Authority or of the Trustee.

Section 12.05. **Severability.** If any clause, provision or Section of this Indenture be held illegal or invalid by any court, the invalidity of such clause, provision or Section shall not affect any of the remaining clauses, provisions or Sections hereof and this Indenture shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in this Indenture be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority only to the extent permitted by law.

Section 12.06. **Consents and Approval.** Whenever the written consent or approval of the Authority or the Trustee shall be required under the provisions of this Indenture, such consent or approval shall not be unreasonably withheld or delayed.

Section 12.07. **Notices.**

(a) All notices demands and requests to be given or made hereunder to or by the Authority, the Trustee, or the Parish, or their designated successors, shall be in writing, or via electronic mail or facsimile, each promptly confirmed in writing, and shall be properly made if hand delivered or sent by United States mail, postage prepaid, and addressed as follows:

- If to the Authority: Louisiana Local Government Environmental
Facilities and Community Development Authority
5641 Bankers Ave, Bldg. B
Baton Rouge, Louisiana 70808
Attention: Ty Carlos, Executive Director
- If to the Parish: Parish of Bossier
204 Burt Blvd.
Benton, Louisiana 71006
Attention: William R. Altimus, Parish Administrator
- If to the Trustee: Regions Bank
II City Plaza
400 Convention Street, 9th Floor
Baton Rouge, Louisiana 70802
Attention: Corporate Trust Department
- If to the Lender: Regions Capital Advantage, Inc.
1900 5th Avenue North, 24th Floor
Birmingham, AL 35203

(b) Notice hereunder shall be deemed effective on the date of its receipt by the addressee. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid, to the other parties by the party effecting the change.

Section 12.08. **Notices to Bondholders.** Any notices or other communications required or permitted to be given to the Bondholders pursuant to this Indenture shall be mailed by first class mail in a sealed envelope, postage

prepaid, addressed to each such Bondholder as his address last appears on the Bond Register. In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail notice to the Bondholders of any event when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice. Any notice herein required may be omitted if the owners of all the Bonds entitled to such notice give to the Trustee a written waiver of such notice.

Section 12.09. **Applicable Law.** This Indenture shall be governed exclusively by the applicable laws of the State.

Section 12.10. **Captions.** The table of contents, captions and headings of the several articles and sections of this Indenture are for convenience only and shall not control, affect the meaning of or be taken as an interpretation of any provisions of this Indenture.

Section 12.11. **Indenture to Constitute a Contract.** This Indenture, upon execution by the Authority and the Trustee shall constitute a third party beneficiary contract between the Authority and the Trustee for the benefit of the owners of all Bonds issued hereunder.

Section 12.12. **Performance on Legal Holidays.** In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption or purchase of any Bonds or the date fixed for the giving of notice or the taking of any action under this Indenture shall not be a Business Day, then payment of such interest, principal, purchase price and redemption premium, if any, the giving of such notice or the taking of such action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

Section 12.13. **Date of Indenture.** The dating of this Indenture as of March 1, 2021 is intended as and for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed on the date of issuance of the Bonds.

Section 12.14 **Waiver of Jury Trial.** To the extent permitted by applicable law, each of the Authority, the Trustee, and Lender, knowingly, voluntarily and irrevocably waives , to the fullest extent permitted by applicable law, any and all right such obligor or lender may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Indenture; the Bonds, or any other agreement or other document executed, or contemplate to be executed, in connection with any of the transactions contemplated hereby or thereby. This jury waiver also applies to any and all claims, counterclaims, causes of action, or demands that arise from or relate to: (i) any course of conduct, course of dealing, or relationship or (ii) any statement (whether verbal or written) or actions of any person, whether such claim, counterclaim, cause of action or demand arises by contract, tort or otherwise. Each of the Authority and the Trustee acknowledges that this waiver of jury trial is a material inducement to each Lender in extending credit to the Authority, that the Lender would not have extended such credit without this jury trial waiver, and that each of the Authority and the Trustee has been represented by and attorney or has had an opportunity to consult with an attorney in connection with this jury trial waive and understands the legal effect of this waiver. Each of the Authority and the Trustee further certifies that no Lender or other person has represented to it, expressly or otherwise that such Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed by their duly authorized officers, and their respective seals to be impressed hereon, all as of the day and year first above written.

**LOUISIANA LOCAL GOVERNMENT
ENVIRONMENTAL FACILITIES AND
COMMUNITY DEVELOPMENT AUTHORITY**

By: _____
Ty E. Carlos, Executive Director

[SEAL]

Attest:

Amy K. Cedotal, Assistant Secretary

REGIONS BANK

as Trustee

By: _____
Kesha J. Moore, Vice President

EXHIBIT A - Bond Form

Exhibit B-Form of Lender Letter

EXHIBIT C

FORM OF DRAW REQUEST

Mr. Tyson Strong and Mr. Cody Baker, Sierra Frac Sand, LLC, were present. Mr. Ford stated that Sierra Frac Sand, LLC, is requesting a resolution of support from the police jury of their amendment to its permit from the U.S. Army Corps of Engineers to dredge in the Red River.

There was discussion pertaining to the difficulties Sierra Frac Sand, LLC, has had with trying to obtain a permit for dredging in the Red River.

Motion was made by Mr. Jorden, seconded by Mr. Marsiglia, to approve a request from Sierra Frac Sand, LLC, for a resolution of support of their request to the U.S. Army Corps of Engineers to remove sand and other material from the Red River through dredging and other means.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

WHEREAS, Sierra Frac Sand, Inc., (Sierra Frac) obtained Permit No. MVK-2017-222 dated September 13, 2017, from the United States Army Corps of Engineers (Corps) to operate a sand and gravel mining facility (the Cedar Bluff Facility) to supply the construction and oil and gas industries in this and surrounding parishes; and

WHEREAS, Sierra Frac has been a valuable community partner in Bossier Parish through its contributions to local schools and infrastructure and its contributions to the local economy, such as employing local residents, purchasing goods and services in Bossier Parish, and paying local taxes; and

WHEREAS, the resources available to be mined at the Cedar Bluff Facility and finite and Sierra Frac will be forced to close the Cedar Bluff Facility when those resources are depleted; and

WHEREAS, Sierra Frac has applied to the Corps for authorization to remove sand and other materials from the Red River through dredging and other means so that Sierra Frac may continue to maintain a supply of sand for the construction and oil and gas industries and continue its contributions to local schools, the local infrastructure, and the local economy; and

WHEREAS, the removal of sand and other materials from the Red River at the Cedar Bluff Facility will provide numerous benefits, including enhanced navigation, lower water surface elevations, protection of the Cavett Revetment, protection of the levee maintained by the Caddo Levee District, better floodplain management, and reduction in the build-up of silt and sand in the area just upriver of Lock and Dam No. 5.

THEREFORE, BE IT RESOLVED that the Bossier Parish Police Jury, in regular and legal session on the 3rd day of March, 2021, expresses its support for the issuance of the appropriate authorizations or permits by the U.S. Army Corps of Engineers to Sierra Frac Sand, Inc., to conduct operations in the Red River, as described above; and

BE IT FURTHER RESOLVED that the Bossier Parish Police Jury urges the U.S. Corps of Engineers to issue any such authorizations or permits as expeditiously as possible; and

BE IT FURTHER RESOLVED by the Bossier Parish Police Jury that this resolution be submitted to the United States Army Corps of Engineers to establish or evidence the support of the Bossier Parish Police Jury for Sierra Frac Sand, Inc., and the issuance of the appropriate authorizations or permits.

The resolution was offered by Mr. Jorden, seconded by Mr. Marsiglia. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Bill Bowden, Performance Proppants, was present. He provided the police jury with information pertaining to his efforts to obtain permission from the U.S. Army Corps of Engineers to dredge the Red River.

After further discussion, **motion was made by Mr. Jorden, seconded by Mr. Marsiglia, to approve a request from Performance Proppants, for a resolution of support of their request to the U.S. Army Corps of Engineers to remove sand and other material from the Red River through dredging and other means.**

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

WHEREAS, Performance Proppants is hereby requesting a permit from the United States Army Corps of Engineers (Corps) to operate a sand and gravel mining facility (the Hat Creek Facility) to supply the construction and oil and gas industries in this and surrounding parishes; and

WHEREAS, Performance Proppants has been a valuable community partner in Bossier Parish through its contributions to local schools and infrastructure and its contributions to the local economy, such as employing local residents, purchasing goods and services in Bossier Parish, and paying local taxes; and

WHEREAS, the resources available to be mined at the Hat Creek Facility and finite and Performance Proppants will be forced to close the Hat Creek Facility when those resources are depleted; and

WHEREAS, Performance Proppants has applied to the Corps for authorization to remove sand and other materials from the Red River through dredging and other means so that Performance Proppants may continue to maintain a supply of sand for the construction and oil and gas industries and continue its contributions to local schools, the local infrastructure, and the local economy; and

WHEREAS, the removal of sand and other materials from the Red River at the Hat Creek Facility will provide numerous benefits, including enhanced navigation, lower water surface elevations, protection of the Brownlee Revetment, protection of the levee maintained by the Bossier Levee District, better floodplain management, and reduction in the build-up of silt and sand in the area just upriver of Lock and Dam No. 5.

THEREFORE, BE IT RESOLVED that the Bossier Parish Police Jury, in regular and legal session on the 3rd day of March, 2021, expresses its support for the issuance of the appropriate authorizations or permits by the U.S. Army Corps of Engineers to Performance Proppants, to conduct operations in the Red River, as described above; and

BE IT FURTHER RESOLVED that the Bossier Parish Police Jury urges the United States Army Corps of Engineers to issue any such authorizations or permits as expeditiously as possible; and

BE IT FURTHER RESOLVED by the Bossier Parish Police Jury that this resolution be submitted to the U. S. Army Corps of Engineers to establish or evidence the support of the Bossier Parish Police Jury for Performance Proppants and the issuance of the appropriate authorizations or permits.

The resolution was offered by Mr. Jorden, seconded by Mr. Marsiglia. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Brotherton, seconded by Mr. Plummer, to ratify approval of a request from the Town of Haughton for a letter of support of an application for Louisiana Watershed Initiative Round 1 funds

submitted by the Town of Haughton for the purpose of construction of the Foxskin Bayou Drainage Project, and to authorize the execution of documents.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that William R. Altimus, Parish Administrator, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, a letter of support of an application for Louisiana Watershed Initiative Round 1 funds submitted by the Town of Haughton for the purpose of construction of the Foxskin Bayou Drainage Project.

The resolution was offered by Mr. Brotherton, seconded by Mr. Plummer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Altimus stated that the Bossier Parish Police Jury has been assisting the Benton-Parish Metropolitan Planning Commission with a future land use map project. He stated that an additional \$8,000.00 is needed to complete the project, and the Town of Benton, the Benton-Parish MPC, and the Bossier Parish Police Jury have agreed to each pay 1/3 of the \$8,000.00.

Motion was made by Mr. Salzer, seconded by Mr. Gray, to accept the proposal of Patricia A. Doane, Code Author, Planner and Cartographer, Neil Erwin Law, a Limited Liability Company, in the amount of \$8,000.00, for legal services associated with the future land use map project for Benton-Parish Metropolitan Planning Commission, with the Town of Benton, the Benton-Parish MPC, and the Parish of Bossier each paying 1/3 of the \$8,000.00, and to authorize the execution of documents, subject to approval by the Benton-Parish MPC.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby accept the proposal of Patricia A. Doane, Code Author, Planner and Cartographer, Neil Erwin Law, a Limited Liability Company, in an amount not to exceed \$8,000.00 for legal services associated with the future land use map project for Benton-Parish Metropolitan Planning Commission, with the Town of Benton, the Benton-Parish MPC, and the Bossier Parish Police Jury each paying 1/3 of the \$8,000.00.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, or Jerome Darby, President, is hereby authorized to execute any and all documents in connection with said proposal.

The resolution was offered by Mr. Salzer, seconded by Mr. Gray. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Hudson presented Amendment No. 1 to the proposal with Beast Engineering, LLC, for Project No. 2019-132, West Linton Road Extension to Fairburn Avenue. He stated that the project is in liquidated damages. He further stated that the amendment includes a request for an additional \$36,000.00 for field inspection and associated administrative services for an additional three (3) months.

Motion was made by Mr. Rodgers, seconded by Mr. Plummer, to approve Amendment No. 1 to the proposal with Beast Engineering, LLC, for Project No. 2019-132, West Linton Road Extension to Fairburn Avenue, in the amount of \$36,000.00 for field inspection and associated administrative services for an additional three (3) months, and to authorize the execution of documents.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby approve Amendment No. 1 to the proposal with Beast Engineering, LLC, for Project No. 2019-132, West Linton Road Extension to Fairburn Avenue, in the amount of \$36,000.00 for field inspection and associated administrative services for an additional three (3) months.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, or Jerome Darby, Parish President, is hereby authorized to execute any and all necessary documents in connection to said amended proposal.

The resolution was offered by Mr. Rodgers, seconded by Mr. Plummer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Brotherton, seconded by Mr. Rimmer, to approve Amendment No. 1 to the proposal with Beast Engineering, LLC, in the amount of \$36,000.00 for field inspection and associated administrative services for Project No. 2019-126, Johnson-Koran Road Bridge over Foxskin Bayou, for the remainder of the project, and to authorize the execution of documents.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby approve Amendment No. 1 to the proposal with Beast Engineering, LLC, in the amount of \$36,000.00 for field inspection and associated administrative services for Project No. 2019-126, Johnson-Koran Road Bridge over Foxskin Bayou, for the remainder of the project.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, or Jerome Darby, Parish President, is hereby authorized to execute any and all necessary documents in connection to said amended proposal.

The resolution was offered by Mr. Brotherton, seconded by Mr. Rimmer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Brotherton, seconded by Mr. Jorden, to approve Change Order No. 2 for Project No. 2019-126, Johnson-Koran Road Bridge over Foxskin Bayou, and to authorize the execution of documents. Said Change Order results in an additional 37 contract days.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby approve Change Order No. 2 for Project No. 2019-126, Johnson-Koran Road Bridge over Foxskin Bayou.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, or Jerome Darby, President, is hereby authorized to execute said Change Order No. 2.

The resolution was offered by Mr. Brotherton, seconded by Mr. Jorden. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Hudson presented a proposal of Coyle Engineering, Inc., for surveying services for Modica Lott Road Spur. He stated that the plan is to alleviate traffic from W.T. Lewis Elementary School on Modica Lott Road at Swan Lake Road. He further stated that it is planned that a road be constructed from the curve on Modica Lott Road to Swan Lake Road to create an additional egress and ingress for school traffic and to assist with traffic congestion.

Motion was made by Mr. Skaggs, seconded by Mr. Plummer, to accept the proposal of Coyle Engineering Co., Inc., in the amount of \$11,900.00, for surveying services for Modica Lott Road Spur, and to authorize the execution of documents.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that William R. Altimus, Parish Administrator, or Jerome Darby, President, be and is hereby authorized to execute on behalf of the Bossier Parish Police Jury, any and all documents or contracts in connection with the proposal of Coyle Engineering Co., Inc., in the amount of \$11,900.00, for surveying services for Modica Lott Road Spur.

The resolution was offered by Mr. Skaggs, seconded by Mr. Plummer. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Motion was made by Mr. Rodgers, seconded by Mr. Plummer, to approve Change Order No. 1 for Project No. 2020-106, Palmetto Road Turn Lanes, and to authorize the execution of documents. Said Change Order results in a decrease of \$37,106.50, and is a final change order.

The President called for public comment. There being none, **votes were cast, and the motion carried unanimously.**

RESOLUTION

BE IT RESOLVED by the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, that it does hereby approve Change Order No. 1 for Project No. 2020-106, Palmetto Road Turn Lanes.

BE IT FURTHER RESOLVED that William R. Altimus, Parish Administrator, or Jerome Darby, President, is hereby authorized to execute said Change Order No. 1.

The resolution was offered by Mr. Brotherton, seconded by Mr. Jorden. Upon unanimous vote, it was duly adopted on this 3rd day of March, 2021.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY

Mr. Altimus stated that due to the COVID-19 health crisis, the 2020 Census redistricting data will not be released until September 30, 2021. He stated that the delay in providing the 2020 Census redistricting data will cause governing bodies to have a shorter amount of time to prepare new redistricting maps for the 2022 election.

Jurors were provided a copy of district highway reports.

Mr. Altimus stated that an email was provided to the police jurors which provided the process and timeline for appointment of a Parish Treasurer. He stated that resumes will be provided to the Policy and Procedures Committee for review on March 17, 2021, and if the police jurors so choose, a special meeting may be scheduled for later in March to interview the top candidates and possibly appoint a Parish Treasurer at the April 7, 2021, police jury meeting.

Mr. Hudson provided an update on Project No. 2019-132, West Linton Road Extension to Fairburn Avenue.

Mr. Hudson provided an update on Project No. 2019-126, Johnson-Koran Road Bridge over Foxskin Bayou.

Mr. Hudson provided an update on the Caplis Sligo Road Bridge over Red Chute Bayou Project. He stated that advertisement for bids for the project has been issued.

Mr. Hudson provided an update on Project No. 2020-101, Glendale Lane Street Improvements, Phase III. He stated that advertisement for bids for the project has been issued.

Mr. Hudson provided an update on construction of the Willis Knighton Medical Facility located on Palmetto Road. He stated that it is his understanding that the facility will open in mid-March, 2021.

Mr. Hudson provided an update on the Linton Road Bridge over Black Bayou project.

Mr. Hudson provided an update on the Linton Cutoff Road Improvements project.

Mr. Hudson provided an update on the \$31 million Federal Emergency Management Agency projects.

Mr. Hudson provided an update on the Linton Road Bridge over Flat River project.

Mr. Hudson stated that an application has been submitted to the Department of Environmental Quality for \$7 million for the Consolidated Waterworks/Sewerage District No. 1 of the Parish of Bossier.

Mr. Mark Coutee, Public Works Director, presented an update on activities of the highway department and on several road projects in the parish. Appreciation was extended to the highway department for their work throughout Bossier Parish during the winter weather event.

Mr. Benton recognized Ms. Kylie Small, an eighth grader at Haughton Middle School, who has been named as a Finalist in the Louisiana Student of the Year annual competition. He stated that she is one of seven students from around the state to be selected as Finalist.

Appreciation was extended to the Bossier Parish Highway Department, police jury staff, and other entities that assisted during the winter weather event.

Appreciation was also extended to all contractors for their assistance during the winter weather event.

Mr. Jackson stated that a total of six (6) Pro Se inmate lawsuits have been received this week pertaining to COVID-19 and it is likely that there will be media coverage on those lawsuits. He stated that he anticipates that these lawsuits will be dismissed.

Mr. Jackson stated that a demand has been received from Mr. James Coleman and others, to change the police jury's position on the Swan Lake Road Bridge. He stated that the bridge was closed as directed by Louisiana Department of Transportation and Development and the police jury is not going to appropriate \$2 million to improve the bridge. He further stated that this matter will be presented before the 26th Judicial District Court, Bossier Parish, LA.

Benton Mayor Shelly Horton expressed appreciation to the police jury and staff for its assistance during the winter weather event.

There being no further business to come before the Bossier Parish Police Jury in regular and legal session on this 3rd day of March, 2021, the meeting was adjourned by Mr. Darby at 3:55 p.m.

RACHEL D. HAUSER
PARISH SECRETARY

JEROME DARBY, PRESIDENT
BOSSIER PARISH POLICE JURY