

PUBLIC NOTICES

SUCCESSION OF : 21st JUDICIAL DISTRICT COURT
PROBATE DOCKET NO. 15230-F : PARISH OF LIVINGSTON
ROBERT N. AIR : STATE OF LOUISIANA

NOTICE OF APPLICATION FOR AUTHORITY TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

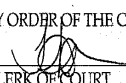
NOTICE IS GIVEN that the Administrator of the Succession of ROBERT N. AIR has petitioned this Court for authority to sell immovable property belonging to this succession at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for the sum of EIGHTEEN THOUSAND (\$18,000.00) DOLLARS for the Succession's undivided 1/2 interest therein, with the Succession to pay real estate commission, attorney fees and court costs, advertisement costs, pro rata real estate taxes, fees associated with termite and sewerage inspection and other expenses of the Seller incidental to the sale. The immovable property proposed to be sold at private sale is described as follows:

One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of Livingston, State of Louisiana, in Section 22, Township 7 South, Range 3 East, Greensburg Land District of Louisiana, known as DEVILLE ESTATES, and being more particularly shown and described, according to the official plat of survey of said subdivision, made by Lester A. McLin, Jr., Reg. L.S., dated October 27 1981, as revised, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, as LOT NUMBER NINETEEN (19), said Deville Estates, said lot having such dimensions and being subject to such servitudes and restrictions as are of record and shown on said subdivision plat.

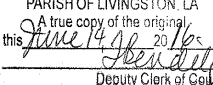
Being the same property acquired by Robert N. Air, et ux from Joseph E. Deville, et ux by Act of Cash Sale dated March 29, 1989, filed for record March 29, 1989 at COB 542, Entry No. 276887, records of Livingston Parish, Louisiana.

Any heir or creditor who opposes the proposed sale must file his opposition within seven (7) days from the day on which the last publication of this notice appears.

BY ORDER OF THE COURT:


CLERK OF COURT

Successions_Air_Robert_Notice_Application_Auth_Lot 19 March 22, 2016.doc

21st JUDICIAL DISTRICT
PARISH OF LIVINGSTON, LA
A true copy of the original
this June 14, 2016

Deputy Clerk of Court

ADVERTISEMENT FOR SEALED BIDS

COMPETITIVE SEALED BIDS WILL BE RECEIVED BY THE CITY OF DENHAM SPRINGS, LOUISIANA, AT 941 GOVERNMENT DRIVE, DENHAM SPRINGS, LOUISIANA. AT THE BELOW TIME AND PLACE IN THE DESIGNATED MEETING ROOM, BIDS WILL BE PUBLICLY OPENED AND READ ALOUD. SPECIFICATIONS AND BID FORMS ARE ON FILE IN THE FINANCE OFFICE OF THE CITY OF DENHAM SPRINGS AND ARE AVAILABLE UPON REQUEST, AT THE DENHAM SPRINGS MUNICIPAL BUILDING. BIDS MUST BE SUBMITTED ON THE FORM PROVIDED. THE MAYOR AND BOARD RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS. BID KITS MAY BE PICKED UP FROM THE PURCHASING AGENTS OFFICE, AT 941 GOVERNMENT STREET, DENHAM SPRINGS, LOUISIANA.

COMPETITIVE SEALED BIDS TO BE RECEIVED:

UNTIL: AUGUST 9, 2016 10:00 A.M.

FOR: PURCHASE OF GOODS & SUPPLIES

DIRT, SAND, GRAVEL & LIMESTONE
READY MIX CONCRETE
PIPE AND FIRE HYDRANTS
FUEL
CHLORINE
SULPHER DIOXIDE
QUICKLIME

Our client is proposing to construct one (1) 180-foot self-supporting lattice railroad communication tower in Livingston County LA, within the railroad right-of-way at railroad mile post 20.41 which is 1 mile NE of Walker at the intersection of the RR & Hwy 1029. Golder Associates on behalf of our client invites comments from any interested party regarding the potential effects of the tower on historic properties. Comments may be sent to Angela Kappen, N27 W23960 Paul Rd., Suite 210, Pewaukee, WI 53072, or akappen@golder.com. Comments must be received 30 days following published date.

**PUBLIC HEARING
FOR ZONING CHANGE
R-423**

A Public Hearing will be held by the Denham Springs Zoning Commission at 6:00 p.m., on Monday, August 8, 2016, at the Municipal Building, 941 Government Drive, to consider a rezoning request from C-4 Commercial to R-1 Residential (Church) Lots 14-A & 15, Square 9, of Shelly's Homesites, located at 312 Chestnut Street in Section 36, T6S-R2E, G.L.D., City of Denham Springs, Parish of Livingston, Louisiana (R-423).

All adjoining property owners and other interested parties are invited to attend and express their views in this matter.

**CHAIRMAN FRED BANKS
DENHAM SPRINGS ZONING COMMISSION**

PUBLISH: 7/21;7/28; 8/4/16

NOTICE OF INTRODUCTION OF ORDINANCE


NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:

L.P. ORDINANCE 16-27

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF LIVINGSTON PARISH BY INCLUDING A CHAPTER TO BE LABELED CHAPTER 11.5, "PARISH PROPERTY," TO INCLUDE PROVISIONS FOR THE SALE OF ADJUDICATED PROPERTY AS MORE FULLY SET FORTH HEREIN.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, August 11, 2016, at six (6:00) o'clock p.m., at the Governmental Building, Livingston Parish Council Chambers, 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy C. Teal, Council Clerk


John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:

L.P. ORDINANCE 16-28


AN ORDINANCE AUTHORIZING THE LIVINGSTON PARISH COUNCIL TO DECLARE CERTAIN ADJUDICATED PROPERTY SURPLUS AND TO AUTHORIZE THE SALE OF SAID PROPERTY TO BRUCE G. PRESTRIDGE, HIS AGENT OR ASSIGNS FOR THE MINIMUM PRICE OF \$5,201.00 BEING TWO-THIRDS (2/3RDS) OF THE APPRAISED VALUE OR TO ANY PARTY BIDDING A HIGHER PRICE AT PUBLIC SALE HELD ON SEPTEMBER 19, 2016, AS PROVIDED IN THE PUBLIC NOTICES DATED AUGUST 18, 2016 & SEPTEMBER 11, 2016 AND WHICH PROPERTY IS DESCRIBED AS FOLLOWS:


Assessment # 74898 Two (2) Lots assessed as one (1) property, Ward 2
Physical Address: 31066 Brownbud Street Denham Springs, LA
GPS Coordinates: 30° 31' 08" N 90° 56' 51" W
Legal Description: Magnolia Estates Lot 411 Sec 41, T6S, R3E, From Angie D'Agostino Et Als Book 857 Page 398 Tax Deed 2007 Recorded COB 1014, Page 209

Physical Address: 31074 Brownbud Street Denham Springs, LA
GPS Coordinates: 30° 31' 08" N 90° 56' 51" W
Legal Description: Magnolia Estates Lot 412 Sec 41, T6S, R3E, From Angie D'Agostino Et Als Book 857 Page 398 Tax Deed 2007 Recorded COB 1014, Page 209

Taxpayer Name: Jeffrey E. Oalman (07 Sale) Charles and Amy Sagona Jr.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, August 11, 2016, at six (6:00) o'clock p.m., at the Governmental Building, in the Livingston Parish Council Chambers, 20355 Government Boulevard, Livingston, Louisiana, 70754 at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy C. Teal, Council Clerk


John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:


LIVINGSTON PARISH ORDINANCE NO. 16-29

AN ORDINANCE AS FOLLOWS, TO-WIT:

REVOKING THE DEDICATION, ABANDONING, AND QUITCLAIMING IN FAVOR OF BRAD MARCOTTE CONSTRUCTION, L.L.C., A 60' ALL PURPOSE SERVITUDE AND A 60'x100' ALL PURPOSE SERVITUDE, IDENTIFIED BY THE CROSS-HATCHED PORTION AS SHOWN ON THE MAP SHOWING REVOCATION OF AN ALL PURPOSE SERVITUDE, LOCATED IN SECTION 9, T6S-R3E, GREENSBURG LAND DISTRICT LIVINGSTON PARISH, LOUISIANA, BY BRETT J. MARTIN PROFESSIONAL LAND SURVEYOR, DATED _____.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, August 11, 2016, at six (6:00) o'clock p.m., at the Governmental Building, in the Livingston Parish Council Chambers, 20355 Government Boulevard, Livingston, Louisiana, 70754 at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy C. Teal, Council Clerk


John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

NOTICE OF INTRODUCTION OF ORDINANCE


NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:

L.P. ORDINANCE NO. 16-30

AN ORDINANCE SETTING THE MILLAGE RATES AS ADJUSTED FOR THE TAX YEAR 2016.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, August 11, 2016, at six (6:00) o'clock p.m., at the Parish Council Chambers, 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy Teal, Council Clerk


John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)


NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:

L.P. ORDINANCE NO. 16-31

AN ORDINANCE TO LEVY ADJUSTED MILLAGE RATES AFTER REASSESSMENT AND ROLL FORWARD THE MILLAGE RATES NOT TO EXCEED THE PRIOR YEARS MAXIMUM RATE FOR THE TAX YEAR 2016.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, August 11, 2016, at six (6:00) o'clock p.m., at the Parish Council Chambers, 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy Teal, Council Clerk


John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 14, 2016, and laid over for publication of notice:

L. P. ORDINANCE NO. 16-33

AN ORDINANCE ABANDONING RUSTY MARTIN ROAD, A PARISH OWNED AND MAINTAINED WITHIN THE PARISH OF LIVINGSTON, STATE OF LOUISIANA, AND MORE PARTICULARLY TWO HUNDRED FIFTY (250) FEET WHICH IS GRAVEL AND UNPAVED.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on August 11, 2016, at six (6:00) o'clock p.m., at the Parish Council Chambers, Governmental Building, 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.


Sandy C. Teal, Council Clerk


John Wascom, Council chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on Thursday, May 26, 2016, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on July 14, 2016, on Motion of Tab Lobell and seconded by Jeff Averett:

L.P. ORDINANCE NO. 16-20

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS

WHEREAS, the Parish of Livingston has an ownership interest in approximately 100 acres as described in attachment A and

WHEREAS, the herein below described property is no longer needed for a public purpose and should be declared surplus property; and

WHEREAS, the Parish of Livingston wishes to sell said property at an open bid public auction; and

WHEREAS, the Parish of Livingston has requested an appraisal of said property to fix the minimum bid price which will be ONE HUNDRED TEN THOUSAND SIX HUNDRED DOLLARS (\$110,600.00) plus cost of appraisal and attorney fees;

WHEREAS, the Parish of Livingston will advertise the sale of said property at public auction as required by law.

NOW, THEREFORE, BE IT ORDAINED by the Livingston Parish Council in due, legal, and regular session convened, that the herein below described property is no longer needed for public purposes and is surplus property.

BE IT FURTHER ORDAINED, that the Livingston Parish Council does hereby authorize the sale of its interest in the herein below described property for an amount not less than the appraised value as indicated and such sale shall take place on the 24th day of August, 2016 at 10:00 am in the 1st Floor Conference Room at 20399 Government Blvd., Livingston, LA 70754.

BE IT FURTHER ORDAINED, that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications which can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED, that all ordinances or parts thereof in conflict herewith are hereby repealed.

The effective date of this ordinance shall be as prescribed by law.

Upon being subjected to a vote, the vote thereon was as follows:

YEAS: MR. KEEN, MR. TALBERT, MR. HARRIS, MR. ARD, MR. GIRLINGHOUSE, MR. LOBELL, MR. AVERETT, MR. WASCOM

NAYS: NONE

ABSENT: MR. MACK

ABSTAIN: NONE

And the ordinance was declared adopted on the 14th of July, 2016.


John Wascom, Council Chairman

ATTEST:

Sandy Teal, Council Clerk



Layton Ricks, Parish President

Exhibit A - Legal Description

EXHIBIT A TO L.P. ORDINANCE NO. 16-20

See Attached Legal Description

LEGAL DESCRIPTION OF THE PROPERTY CONTAINED WITHIN THE CARTER MARINA COMMUNITY DEVELOPMENT DISTRICT

A certain tract or parcel of land containing 159.5 acres (more or less) together with all buildings and improvements thereon situated in Sections 26 and 35, T7S, R6E, Livingston Parish, Louisiana, and being more particularly described as follows, to-wit:

From the Northeast corner of Section 46, T7S, R6E, Livingston Parish, Louisiana, proceed South 89 deg. 35 min. 08 sec. West 2171.01 feet and corner; thence proceed South 07 deg. 17 min. East 750.9 feet to the Centerline of Coates Road (a/k/a Carter Cemetery Road); thence from the intersection of Coates Road and Winder Road, proceed along the centerline of said Winder Road South 15 deg. 18 min. 43 sec. East 1218.01 feet to its intersection with the centerline of Duncan's Bluff Road and corner; thence continue down the centerline of Duncan's Bluff Road South 48 deg. 22 min. 17 sec. West 186.91 feet; South 81 deg. 11 min. 54 sec. West 149.42 feet; South 61 deg. 38 min. 58 sec. West 189.25 feet; South 42 deg. 07 min. 24 sec. West 221.15 feet; South 86 deg. 47 min. 36 sec. West 145.52 feet; South 53 deg. 20 min. 36 sec. West 165.73 feet; South 77 deg. 11 min. 38 sec. West 188.73 feet; South 60 deg. 14 min. 08 sec. West 442.26 feet; South 34 deg. 51 min. 30 sec. West 326.34 feet; South 28 deg. 20 min. 31 sec. West 275.87 feet; South 00 deg. 55 min. 32 sec. East 258.11 feet; South 24 deg. 06 min. 18 sec. West 271.42 feet; South 14 deg. 00 min. 59 sec. West 179.79 feet; South 04 deg. 20 min. 34 sec. East 274.29 feet; South 17 deg. 56 min. 18 sec. West 234.08 feet; South 11 deg. 08 min. 59 sec. West 497.57 feet; South 04 deg. 36 min. 35 sec. West 214.77 feet; South 21 deg. 15 min. 00 sec. West 154.03 feet and corner; South 63 deg. 36 min. 22 sec. West 423.96 feet and corner; South 08 deg. 53 min. 44 sec. East 264 feet to the POINT OF BEGINNING; thence continue down the centerline of Duncan's Bluff Road South 08 deg. 53 min. 44 sec. East 38.84 feet; South 36 deg. 27 min. 08 sec. East 248.53 feet; South 42 deg. 21 min. 14 sec. East 219.24 feet; South 02 deg. 55 min. 22 sec. East 155.10 feet; South 13 deg. 21 min. 44 sec. East 459.30 feet; South 14 deg. 22 min. 26 sec. East 412.01 feet; South 07 deg. 52 min. 09 sec. West 195.50 feet; South 21 deg. 10 min. 02 sec. West 80.88 feet to the intersection of Duncan Bluff Road with the Richardson's Landing Road; thence proceed due South 2,391.25 feet to the right ascending bank of the Blood River and corner; thence continue Northwesterly along the East Bank of the Blood River in an upstream direction 6,000 feet (more or less) to an iron pipe and corner; thence proceed North 18 deg. 46 min. 56 sec. East 1480.0 feet and corner; thence proceed South 86 deg. 05 min. 04 sec. East 1400.00 feet back to the Point of Beginning.

Being Tract 1-D all as shown on that certain survey by John D. Adams, Reg. Land Surveyor, dated July 10, 1989.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF LIVINGSTON HELD AT THE LIVINGSTON MUNICIPAL BUILDING, 20550 CIRCLE DRIVE, LIVINGSTON, LOUISIANA JUNE 09, 2016, 6:00 P.M.

PRESENT: MAYOR DERRAL JONES, ALDERMAN DAVID MCCREARY, ALDERMAN RANDY MORGAN, ALDERMAN JOEY SIBLEY, ALDERMAN WADE WILSON AND ALDERMAN JAMES NESOM.

ABSENT: NONE.

PURPOSE OF MEETING: PROPOSED ORDINANCE AUTHORIZING THE INCURRENCE OF DEBT AND ISSUANCE OF NOT EXCEEDING FIVE MILLION, SIX HUNDRED THOUSAND DOLLARS (\$5,600,000) UTILITY SYSTEMS REVENUE REFUNDING BONDS, SERIES 2016 OF THE TOWN OF LIVINGSTON, STATE OF LOUISIANA, PRESCRIBING THE FORM, TERMS, AND CONDITION OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.


Also present Clerk Lea McDonald, Town Attorney Mike Lee and Gene Comeaux.

Mayor Jones called the meeting to order.


Mayor opened the floor for input.

No input was given.

Mr. David McCreary made a motion, duly seconded by Mr. Randy Morgan, for the public hearing to adjourn. Motion carried.


D.D. Jones, Mayor

ATTEST:


Lea McDonald, Clerk

MINUTES OF THE REGULAR MONTHLY MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF LIVINGSTON HELD AT THE LIVINGSTON MUNICIPAL BUILDING, 20550 CIRCLE DRIVE, LIVINGSTON, LOUISIANA JUNE 09, 2016, 6:30p.m.

PRESENT: MAYOR D.D. JONES, ALDERMAN DAVID MCCREARY, ALDERMAN RANDY MORGAN, ALDERMAN JOEY SIBLEY, ALDERMAN JAMES NESOM, AND ALDERMAN WADE WILSON.

ABSENT: NONE.

Also present Clerk Lea McDonald, Town Attorney Mike Lee, and Gene Comeaux with the News.

Mayor Jones called meeting to order.

James Nesom gave an invocation and Mr. David McCreary led the pledge of allegiance.

Mr. David McCreary made a motion, duly seconded by Mr. Randy Morgan, to adopt the consent agenda. Motion carried.

Mr. Wade Wilson made a motion, duly seconded by Mr. Joey Sibley, to pay the bills for May, 2016. Motion carried.

The financial report was reviewed.

Mayor Jones welcomed everyone to the meeting.

NEW BUSINESS:

A. RESOLUTION - AN AMENDED AND RESTATED RESOLUTION GRANTING PRELIMINARY AUTHORITY FOR THE TOWN OF LIVINGSTON, STATE OF LOUISIANA (THE "TOWN"), TO ISSUE, SELL AND DELIVER IN THE NAME OF THE TOWN, UTILITY SYSTEMS REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, IN AN AMOUNT NOT EXCEEDING FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000), IN ONE OR MORE SERIES, FOR THE PURPOSES OF REFUNDING THE PRIOR BONDS (AS DEFINED HEREIN); SEEKING STATE BOND COMMISSION APPROVAL; PROVIDING FOR THE EMPLOYMENT OF BOND COUNSEL, A MUNICIPAL ADVISOR AND AN UNDERWRITER; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

The following resolution was offered by Mr. Randy Morgan and seconded by Mr. David McCreary:

RESOLUTION

AN AMENDED AND RESTATED RESOLUTION GRANTING PRELIMINARY AUTHORITY FOR THE TOWN OF LIVINGSTON, STATE OF LOUISIANA (THE "TOWN"), TO ISSUE, SELL AND DELIVER IN THE NAME OF THE TOWN, UTILITY SYSTEMS REVENUE REFUNDING BONDS, IN AN AMOUNT NOT EXCEEDING FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000), IN ONE OR MORE SERIES, FOR THE PURPOSES OF REFUNDING THE PRIOR BONDS (AS DEFINED HEREIN); SEEKING STATE BOND COMMISSION APPROVAL; PROVIDING FOR THE EMPLOYMENT OF BOND COUNSEL, A MUNICIPAL ADVISOR AND AN UNDERWRITER; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town of Livingston, State of Louisiana (the "Town" or "Issuer") has previously issued its \$4,725,000 Utility Systems Revenue and Refunding Bonds, Series 2011 (the "Prior Bonds"); and

WHEREAS, the Town owns, operates, and derives revenue from a sewage disposal system (the "Sewer System"), a waterworks system (the "Waterworks System") and a natural gas system (the "Natural Gas System") and together with the Sewer System and the Waterworks System, the "Utility Systems"; and

WHEREAS, the Prior Bonds were issued for the purpose of providing funds to (i) construct and acquire improvements to the Utility Systems, including the necessary sites, rights-of-way, machinery and equipment therefor, (ii) to refund the outstanding principal amount of the Issuer's Certificates of Indebtedness, Series 2006, (iii) to pay the costs of issuance thereof, and (iv) to fund the reserve fund; and

WHEREAS, the Prior Bonds were secured by and payable solely from an irrevocable pledge and dedication of the revenues derived from the operation of the (i) Sewer System, (ii) Waterworks System, and (iii) Natural Gas System, in each case pursuant to the provisions of the Budget Ordinance adopted by the Mayor and Board of Aldermen of the Town, acting as the governing authority therefor (the "Governing Authority") on December 9, 2010, after payment of the necessary costs to operate and maintain the Utility Systems, which does not include depreciation and amortization expenses, respectively (the "Pledged Revenues"); and

WHEREAS, the Town seeks to advance refund all of some of the maturities of the Prior Bonds, thereby realizing savings; and

WHEREAS, on March 10, 2016 the Governing Authority adopted a resolution (the "Prior Resolution") providing for (i) the preliminary authority to issue, sell and deliver, in the name of the Town, Utility Systems Revenue Bonds in an amount not exceeding Six Million Dollars (\$6,000,000), in one or more series, (ii) hiring of professionals, and (iii) making application to the Louisiana State Bond Commission; and

WHEREAS, it has become necessary to amend the authority granted by the Prior Resolution, specifically to decrease the not to exceed par amount of the Bonds (as defined herein) and to increase the not to exceed interest rate; and

WHEREAS, the Governing Authority desires to amend and restate the Prior Resolution in its entirety and to proceed with the issuance of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) Utility Systems Revenue Refunding Bonds, in one or more series (the "Bonds") for the purposes of (i) refunding all or some maturities of the Prior Bonds, (ii) funding a debt service reserve fund, if necessary, and (iii) paying the costs of issuance associated with the Bonds; and

WHEREAS, the Town desires to amend its application to the Louisiana State Bond Commission which was made pursuant to the Prior Resolution, and further to employ bond counsel and other professionals in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Livingston, acting as the governing authority thereof (the "Governing Authority"), that:

SECTION 1. Preliminary Approval. Application be and the same is hereby formally made to the Louisiana State Bond Commission (the "SBC") for consent and authority for the Town of Livingston, State of Louisiana (the "Issuer" or "Town"), to issue, sell and deliver not exceeding Five Million Five Hundred Thousand Dollars (\$5,500,000) of Utility Systems Revenue Refunding Bonds (the "Bonds"), in one or more series, to bear interest at a rate or rates not exceeding Five per centum (5.00%) per annum, to mature not later than August 1, 2041 all in the manner provided for by Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (together, the "Act"), for the purposes of (i) refunding all or some of the maturities of the Prior Bonds, (ii) funding a debt service reserve fund, if necessary, and (iii) paying the costs of issuance associated with the Bonds. The Bonds shall be secured by and payable from a pledge and dedication of the Pledged Revenues.

SECTION 2. State Bond Commission Approval. A certified copy of this resolution shall be forwarded to the SBC by Bond Counsel (defined below), together with a letter requesting the prompt consideration and approval of this application.

SECTION 3. Bond Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special bond counsel in connection with the issuance of the Bonds. The Boles Law Firm, APC, Monroe, Louisiana is hereby appointed as bond counsel

("Bond Counsel") to do and perform comprehensive legal and coordinate professional work as bond counsel with respect to the issuance and sale of the Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption of all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, and shall furnish its opinion covering the legality of the issuance of the Bonds. The fee of Bond Counsel shall be fixed at a sum not exceeding the maximum fee allowed by the Attorney General of the State of Louisiana's fee schedule for comprehensive, legal and coordinate professional work in connection with the issuance of revenue bonds and based on the amount of the Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 4. Appointment of Municipal Advisor. Government Consultants of Louisiana, Inc. of Baton Rouge, Louisiana is hereby appointed and employed as municipal advisor in connection with the Bonds (the "Municipal Advisor"), any compensation to be subsequently approved by the Town and to be paid from the proceeds of the Bonds, contingent upon issuance of the Bonds.

SECTION 5. Underwriter. It is hereby recognized, found and determined that a real necessity exists for the employment of an underwriter in connection with the issuance of the Bonds. D.A. Davidson & Co. is hereby appointed and employed as underwriter (the "Underwriter") in connection with the Bonds. Any compensation to the Underwriter is to be paid from the proceeds of the Bonds and is contingent upon issuance, sale and delivery of the Bonds; and all costs incurred by the Underwriter in conjunction with the issuance, sale and delivery of the Bonds must be reasonable and approved by this Governing Authority.

SECTION 6. Bond Purchase Agreement. If deemed necessary upon advice of the Municipal Advisor, the Mayor, Clerk, or any other authorized representative of the Town (the "Authorized Representative") is hereby authorized to enter into, execute and deliver a Bond Purchase Agreement (the "BPA") with the Underwriter in such form as the Authorized Representative deems appropriate upon advice of Bond Counsel provided however that no BPA shall be executed until SBC approval is first obtained.

SECTION 7. Other Professionals. Should it be necessary to engage other professionals, the Authorized Representative shall be entitled to engage such professionals provided the contracts employing such professionals shall be promptly submitted to this Governing Authority.

SECTION 8. Professionals to Proceed. Bond Counsel, the Municipal Advisor, and the Underwriter are hereby authorized and directed to proceed with the issuance of the Bonds and Bond Counsel is authorized and directed to prepare necessary documents appertaining thereto and to

SECTION 9. State Bond Commission Swap Policy. By virtue of Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) is expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 10. Amendment and Restatement. The Prior Resolution is hereby amended and restated in its entirety pursuant to the terms hereof.

SECTION 11. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

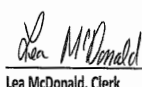
The foregoing resolution having been submitted to a vote, the vote resulted as follows:

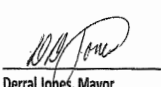
YEAS: D. McCreary, R. Morgan, J. Sibley, W. Wilson, and J. Nesom.

NAYS: None.

ABSENT: None.

And the Resolution was declared adopted on this, the 9th day of June, 2016.


Lea McDonald, Clerk


Derral Jones, Mayor

B. ADOPTION OF CONSIDERED PROPOSED ORDINANCE AUTHORIZING THE INCURRENCE OF DEBT AND ISSUANCE OF NOT EXCEEDING FIVE MILLION, SIX HUNDRED THOUSAND DOLLARS (\$5,600,000) UTILITY SYSTEMS REVENUE REFUNDING BONDS, SERIES 2016 OF THE TOWN OF LIVINGSTON, STATE OF LOUISIANA, PRESCRIBING THE FORM, TERMS, AND CONDITION OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

The following Ordinance was offered by Mr. James Nesom, who moved for its adoption, and was seconded by Joey Sibley.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE INCURRENCE OF DEBT AND ISSUANCE OF NOT EXCEEDING FIVE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) UTILITY SYSTEMS REVENUE REFUNDING BONDS, SERIES 2016 OF THE TOWN OF LIVINGSTON, STATE OF LOUISIANA, PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS RELATED THERETO. (see attach. Ordinance)


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

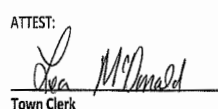
YEAS: D. McCreary, R. Morgan, J. Sibley, W. Wilson, and J. Nesom.

NAYS: None.

ABSENT: None.

And the Ordinance was declared adopted on this 9th day of June, 2016

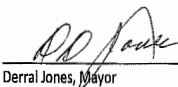

Mayor

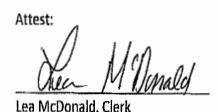
ATTEST:

Town Clerk

C. NAME THE OFFICIAL JOURNAL FOR THE TOWN OF LIVINGSTON.

Mr. Joey Sibley made a motion, duly seconded by Mr. Wade Wilson, to name The Livingston Parish News as the official Journal for the Town of Livingston. Motion carried.

Mr. David McCreary made a motion, duly seconded by Mr. Randy Morgan, for the meeting to adjourn. Motion carried.


Derral Jones, Mayor

Attest:

Lea McDonald, Clerk

The following Ordinance was offered by Mr. James Nesom, who moved for its adoption, and was seconded by Joey Sibley.

ORDINANCE

AN ORDINANCE AUTHORIZING THE INCURRENCE OF DEBT AND ISSUANCE OF NOT EXCEEDING FIVE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) UTILITY SYSTEMS REVENUE REFUNDING BONDS, SERIES 2016 OF THE TOWN OF LIVINGSTON, STATE OF LOUISIANA, PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SAID BONDS; DESIGNATING THE DATE, DENOMINATION AND PLACE OF PAYMENT OF SAID BONDS; PROVIDING FOR THE PAYMENT THEREOF IN PRINCIPAL AND INTEREST; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the Town of Livingston, State of Louisiana (the "Town" or "Issuer") has previously issued its \$4,725,000 Utility Systems Revenue and Refunding Bonds, Series 2011 (the "Prior Bonds"); and

WHEREAS, the Town owns, operates, and derives revenue from a sewage disposal system (the "Sewer System"), a waterworks system (the "Waterworks System") and a natural gas system (the "Natural Gas System") and together with the Sewer System and the Waterworks System, the "Utility Systems"); and

WHEREAS, the Prior Bonds were issued for the purpose of providing funds to (i) construct and acquire improvements to the Utility Systems, including the necessary sites, rights-of-way, machinery and equipment therefor, (ii) to refund the outstanding principal amount of the Issuer's Certificates of Indebtedness, Series 2006, (iii) to pay the costs of issuance thereof, and (iv) to fund the reserve fund; and

WHEREAS, the Prior Bonds were secured by and payable solely from an irrevocable pledge and dedication of the revenues derived from the operation of the (i) Sewer System, (ii) Waterworks System, and (iii) Natural Gas System, in each case pursuant to the provisions of the Budget Ordinance adopted by the Mayor and Board of Aldermen of the Town, acting as the governing authority therefor (the "Governing

Authority") on December 9, 2010, after payment of the necessary costs to operate and maintain the Utility Systems, which does not include depreciation and amortization expenses, respectively; and

WHEREAS, the Town seeks to advance refund all or some of the Prior Bonds, thereby realizing savings; and

WHEREAS, the Governing Authority desires to proceed with the issuance of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) Utility Systems Revenue Refunding Bonds, in one or more series (the "Bonds") to (i) refund the Refunded Bonds, (ii) fund a debt service reserve fund, if necessary, and (iii) pay the costs of issuance associated with the Bonds; and

WHEREAS, the Issuer desires to pledge the Pledged Revenues (as defined herein) to the payment of debt service on the Bonds; and

WHEREAS, it is the desire of this Mayor and Board of Aldermen pursuant to this ordinance (the "Ordinance") to provide for the definitive authorization, issuance and sale of the Bonds in the principal amounts herein, to fix the details necessary with respect to the issuance of the Bonds, to award the Bonds to the purchaser thereof and to provide for other matters in connection therewith;

NOW THEREFORE, BE IT ORDAINED by the Governing Authority that:

**ARTICLE I
DEFINITIONS**

SECTION 1.1. Definitions. Unless the context shall clearly indicate some other meaning the following terms, for the purposes of the Ordinance, or any resolution, ordinance or other instrument amendatory hereof or supplemental hereto, and for all purposes of any certificate, opinion, instrument or any document therein or herein mentioned, shall have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa:

"Act" means Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Additional Parity Bonds" means any *pari passu* indebtedness hereafter issued on a parity with the Bonds with respect to the Pledged Revenues in accordance with Article X hereto.

"Annual Principal and Interest Requirements" means the sum of the payments required to be made by the Issuer in any Fiscal Year with respect to the principal of and interest on the Bonds or Outstanding Parity Bonds, as the case may be.

"Auditor" means that certain financial professional employed by the Town to produce its comprehensive annual financial report.

"Authorized Representative" means, collectively, the Mayor, Town Clerk, or any other authorized representative of the Town of Livingston legally appointed as such as the case may be from time to time.

"Bond" or "Bonds" means not exceeding Five Million Five Hundred Thousand Dollars (\$5,500,000) original principal amount of Town of Livingston, State of Louisiana, Utility Systems Revenue Refunding Bonds, Series 2016, authorized to be issued by the Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bonds previously issued.

"Bond Counsel" means an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized, initially The Boles Law Firm, APC.

"Bondholder," "Registered Owner," "Owner," or "Owners," when used with respect to any Bond, means the Person in whose name such Bond is registered in the Bond Register.

"Bond Proceeds" means the proceeds realized from the sale of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the Issuer and the Underwriter.

"Bond Register" means the records kept by the Paying Agent at its principal corporate trust office in which registration of the Bonds and transfer of the Bonds shall be made as provided herein.

"Business Day" means a day of the year other than a day on which banks located in New York, New York, Livingston, Louisiana and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Closing Date" means the date on which all documents related to the issuance of the Bonds are signed by all parties and on which payment is tendered by the Underwriter in exchange for the Bonds.

"Closing Order" means that certain memorandum provided to the Paying Agent on the Closing Date, which details the disbursement of Bond Proceeds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" means 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, printing costs, cost of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, fees and disbursements of consultants and professionals, including financial advisors, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of the Bonds.

"Debt Service" means, for any period, as of any date of calculation and with respect to any outstanding Bonds, an amount equal to the sum of (i) interest accruing during such period on the Bonds (ii) that portion of each principal installment for such Bonds, which would accrue during such period on the Bonds.

"Defeasance Obligations" means

- cash, or
- Government Securities, or
- Evidences of ownership of proportionate interests in future interest and principal payments of Government Securities. Investments in such proportionate interests must be limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying Government Securities; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Government Securities; and (iii) the underlying Government Securities are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Delivery Date" means the date on which the Auditor delivers the comprehensive annual financial report to the Town

"DTC" means, Depository Trust Corporation, New York, New York as securities depository of the Bonds.

"Escrow Agent" means Whitney Bank, Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Ordinance.

"Escrow Agreement" means the Defeasance and Escrow Deposit Agreement between the Issuer and the Escrow Agent, as the same may be amended from time to

time.

"Executive Officers" means the Mayor and Town Clerk of the Town.

"Fiscal Year" means the one-year accounting period beginning January 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Natural Gas System" means the revenue producing natural gas system of the Issuer, as such system now exists and as it may be hereafter improved, extended, supplemented from any source whatsoever, including specifically all properties of every nature owned, leased or operated by the Issuer and use or useful in the operation of the system, including, but not limited to, real estate, personal and intangible properties, contracts, franchises, and leases whether lying within or without the boundaries of the Issuer.

"Governing Authority" means the Mayor and Board of Aldermen of the Issuer, acting as the governing authority of the Issuer.

"Government Securities" means direct obligations, of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and which may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" means February 1 and August 1 of each year, commencing as set forth in the Bond Purchase Agreement.

"Issuance Date" means the date on which the Bonds are issued.

"Maximum Annual Debt Service" means, as of the date of calculation, the highest aggregate annual Debt Service due on the Bonds during the then current or any succeeding calendar year over the remaining term of the Bonds.

"Municipal Advisor" means Government Consultants, Inc. of Baton Rouge, Louisiana.

"Ordinance" means this Ordinance adopted by the Issuer authorizing the issuance of the Bonds.

"Outstanding", when used with respect to Bonds, means as of the date of determination all Bonds theretofore issued and delivered under the Ordinance, except:

- Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bonds, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Ordinance or waived;
- Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Ordinance;
- Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Ordinance or by law; and
- Bonds for the payment of the principal of (or redemption price, if any) and interest on which money or Government Securities or both are held in trust with the effect specified in the Ordinance.

"Outstanding Parity Bonds" means those maturities of the Prior Bonds not refunded by the Bonds.

"Participant" means any broker-dealer, bank and other financial institution from time to time for which DTC holds Bonds as securities depository.

"Paying Agent" means Whitney Bank, Baton Rouge, Louisiana, unless a successor paying agent shall have been appointed pursuant to the applicable provisions of the Ordinance, and thereafter "Paying Agent" means such successor paying agent.

"Paying Agent Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to the Ordinance.

"Person" means any individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Pledged Revenues" means the revenues derived from the ownership and operation of the Utility Systems after payment of the necessary costs to operate and maintain the Utility Systems, which does not include depreciation and amortization expenses, respectively.

"Principal Payment Date" means August 1 of each year, commencing as set forth in the Bond Purchase Agreement.

"Prior Bonds" means the Issuer's \$4,725,000 Utility Systems Revenue and Refunding Bonds, Series 2011.

"Qualified Investments" means the following, provided that the same are at the time legal for investment of the Issuer's funds:

- Government Securities, including obligations of any of the Federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America, and CATS, TIGRS and/or STRIPS;
- direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Corporation; guaranteed Title XI financings of the U.S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; and participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation (collectively, "Agency Obligations");
- certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State which has a combined capital surplus and undivided profit of not less than three million dollars (\$3,000,000) (including the Paying Agent) which are fully insured by the Federal Deposit Insurance Corporation or fully collateralized in the manner provided by Louisiana law;
- general obligation bonds or other direct obligations of any state or a political subdivision or public corporation of any state, the interest on which is exempt from federal income taxes, provided that such bonds are rated at the time the investment is made by Moody's Investors Service and Standard & Poor's Corporation in one of the two highest rating categories; an
- Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating of S&P of AAAM-G; AAAM; or AAM.

"Rate Covenant" means the covenant expressed in Section 9.1 herein.

"Record Date" for the interest payable on any Interest Payment Date or the principal payable on any Principal Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date or Principal Payment Date, as

applicable.

“**Redemption Price**” means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the Ordinance.

“**Refunded Bonds**” means those maturities of the Prior Bonds specified in the Bond Purchase Agreement as being refunded by the Bonds.

“**Reserve Fund Requirement**” means the lesser of (i) 10% of the aggregate principal amount of all Bonds Outstanding, (ii) a sum equal to the Annual Principal and Interest Requirements for the Bonds for any succeeding Bond Year on all Bonds Outstanding, or (iii) 125% of the aggregate average annual debt service on all Bonds Outstanding.

“**Revenue Fund**” means the fund established and kept by the Fiscal Agent into which the Pledged Revenues are deposited on a daily basis prior to their deposit into the Sinking Fund as described in Section 5.2 hereof.

“**Sewer System**” means the revenue producing sewer system of the Issuer, as such system now exists and as it may be hereafter improved, extended, supplemented from any source whatsoever, including specifically all properties of every nature owned, leased or operated by the Issuer and use or useful in the operation of the system, including, but not limited to, real estate, personal and intangible properties, contracts, franchises, and leases whether lying within or without the boundaries of the Issuer.

“**State**” means the State of Louisiana.

“**Supplemental Ordinance**” means any Ordinance adopted by the Governing Authority supplementing, modifying or revising the provisions of the Ordinance.

“**System Revenues**” means the income and revenues derived or to be derived from the operation of the System.

“**Town**” or “**Issuer**” means the Town of Livingston, State of Louisiana.

“**Underwriter**” means D.A. Davidson & Co.

“**Utility Systems**” means the Issuer’s combined Waterworks System, Sewer System and Natural Gas System.

“**Verification Agent**” means Causey Demgen & Moore.

“**Waterworks System**” means the revenue producing waterworks system of the Issuer, as such system now exists and as it may be hereafter improved, extended, supplemented from any source whatsoever, including specifically all properties of every nature owned, leased or operated by the Issuer and use or useful in the operation of the system, including, but not limited to, real estate, personal and intangible properties, contracts, franchises, and leases whether lying within or without the boundaries of the Issuer.

SECTION 1.2. Interpretation. In the Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in the Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II AUTHORIZATION AND ISSUANCE

SECTION 2.1. Authorization of Bonds.

- (a) The Ordinance creates a series of bonds of the Issuer to be designated “Utility Systems Revenue Refunding Bonds, Series 2016” of the Town of Livingston, State of Louisiana (the “**Bonds**”) and provides for the full and final payment of the principal or redemption price of and interest on all the Bonds.
- (b) The Bonds issued under the Ordinance shall be issued for the purposes of (i) advance refunding the Refunded Bonds; (ii) funding a debt service reserve fund, if required; and (iii) paying the costs of issuance of the Bonds, (together, the “**Project**”). In compliance with and under the authority of the Act, and other constitutional and statutory authority; and pursuant to the Ordinance, there is hereby authorized the incurring of an indebtedness of not exceeding Five Million, Five Hundred Thousand Dollars (\$5,500,000), for, on behalf of and the name of the Issuer, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of the Bonds.

SECTION 2.2. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time the provisions of the Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in the Ordinance.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from the Pledged Revenues. The Pledged Revenues, until such Bonds shall have been fully paid and discharged, are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in the Ordinance, shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Bonds, Outstanding Parity Bonds, and any future Additional Parity Bonds

SECTION 2.4. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit “A” hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and the Ordinance, as deemed necessary by the Executive Officers upon advice of Bond Counsel.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple thereof within a single maturity, and shall be numbered R- 1 upwards.

The Bonds shall be dated as of the Closing Date, shall mature on August 1 in the years and in the principal amounts set forth in the Bond Purchase Agreement and shall bear interest payable on February 1 and August 1 of each year, commencing as set forth in the Bond Purchase Agreement, at a rate or rates per annum set forth in the Bond Purchase Agreement (said rates not to exceed Five per centum (5.00%) per annum) and shall mature no later than August 1, 2041.

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds calculated on the basis of a three hundred sixty (360) day year with twelve (12) thirty (30) day months is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner thereof (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose.

Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for as the case may be, provided, however, that if and to the extent that the Issuer shall default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date.

The person in whose name any Bonds is registered at the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Bond Register. The Issuer shall cause the Bond Register, utilized for the registration and for the registration of transfer of the Bonds as provided in the Ordinance, to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds, all in accordance with the Paying Agent Agreement. At reasonable times and under reasonable regulations established by the Paying Agent said Bond Register may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds.

Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee(s) one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Bondholder, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at such office. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive.

All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

No service charge to the Bondholders shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th-calendar day of the month next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under the Ordinance as the Bonds surrendered.

Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered 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 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Issuer may in its discretion authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing

the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) complying with such other reasonable regulations and conditions as the Issuer may prescribe, and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be, about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bond issued pursuant to this Section shall constitute an optional, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause:

“This bond is issued to replace a lost, canceled or destroyed bond under the authority of R.S. 39:971 through 39:974.”

Such duplicate Bond may be signed by the facsimile signatures of the same Authorized Representative who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3. Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity together with all Bonds purchased by the Issuer, shall thereupon be promptly canceled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Clerk of the Issuer an appropriate certificate of cancellation.

SECTION 3.5. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of the Authorized Representative, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signature their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under the Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in Exhibit “A” hereto shall have been duly executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under the Ordinance.

SECTION 3.7. Regularity of Proceeding. The Issuer, having investigated

the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to wit:

“It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.”

SECTION 3.8. Book Entry System. The Paying Agent and the Issuer, may from time to time enter into, and discontinue, an agreement with a “clearing agency” (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a “**Securities Depository**”), which is the owner of the Bonds, to establish procedures with respect to the Bonds, not inconsistent with the provisions of the Ordinance; provided, however, that any such agreement may provide:

- (a) that such Securities Depository is not required to present a Bond to the Paying Agent in order to receive a partial payment of principal;
- (b) that a legend shall appear on each Bond so long as the Bonds are subject to such agreement; and
- (c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as any such agreement with a Securities Depository is in effect, the term “Bond Holder”, “Registered Owner” or “Owner” as it appears in the Ordinance, shall be deemed to include the Beneficial Owner, which is the actual owner of a Bond on the records of the Securities Depository.

So long as an agreement with a Securities Depository is in effect, the Issuer, the Paying Agent and any successor paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Bonds to the Beneficial Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

ARTICLE IV CREATION OF FUNDS / APPLICATION OF BOND PROCEEDS

SECTION 4.1. Creation of Funds or Accounts. Prior to the Issuance Date, the Paying Agent shall create the following Funds or Accounts:

- (a) The Series 2016 Bond Proceeds Fund (the “**Proceeds Fund**”);
- (b) The Series 2016 Sinking Fund (the “**Sinking Fund**”); and
- (c) The Series 2016 Debt Service Reserve Fund (the “**Reserve Fund**”).

Additional accounts may be created pursuant to the Paying Agent Agreement, if deemed necessary by the Municipal Advisor.

Prior to the Closing Date, the Escrow Agent shall create the Series 2016 Escrow Fund (the “**Escrow Fund**”).

All such deposits shall be made in accordance with the Closing Order, and should the Closing Order conflict with the instructions contained in this Article IV, the Closing Order shall control, and any instructions therein conflicting with this Article IV shall be deemed included herein as if such instructions were set forth herein in their entirety.

SECTION 4.2. Application of Proceeds. On the Issuance Date, the purchase price of the Bonds will be paid by the Underwriter to the Issuer. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to deposit all Bond Proceeds in the Proceeds Fund and then disburse the Bond Proceeds as provided in Section 4.3 below;

SECTION 4.3. Proceeds Fund. The Proceeds Fund will be used to receive all Bond Proceeds in the manner set forth in the Closing Order. The Bond Proceeds in the Proceeds Fund shall be used to defease or refund the Refunded Bonds, as directed in, the Paying Agent Agreement, and shall further be allocated to the respective accounts as stated herein. Any Bond Proceeds remaining in the Proceeds Fund 180 days after the Closing Date shall be transferred to the Debt Service Fund. The Paying Agent shall retain in the Proceeds Fund such Bond Proceeds in the amount required to pay the Costs of Issuance in accordance with the Closing Order.

SECTION 4.4. Escrow Fund. (a) There may be paid into the Escrow Fund the amount required to be so paid from Bond Proceeds on the Closing Date, as set forth in the Closing Order, and the Escrow Fund shall be maintained with the Paying Agent and used to pay and defease the principal and interest on the Refunded Bonds until and including their final payment date.

Whitney Bank, Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance by executing and delivering the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

(b) Verification. Prior to or concurrently with the delivery of the Bonds, the Issuer shall obtain an independent mathematical verification from the Verification Agent that the moneys and obligations required to be irrevocably deposited in trust in the Escrow Fund with the Escrow Agent, together with the earnings to accrue thereon, will always be sufficient for the payment of the principal of and interest on the Refunded Bonds.

SECTION 4.5. Reserve Fund. The Reserve Fund shall be held by the Paying Agent and used to receive funds in an amount, or a debt service reserve fund surety policy, which meets the Reserve Fund Requirement. The deposits in the Reserve Fund shall be held in trust as security for the payment of principal and interest on the Bonds. The Paying Agent shall value the Reserve Fund annually on or before August 15. Any funds on deposit in excess of the Reserve Fund Requirement shall be transferred to the Sinking Fund and applied as a credit toward the next required deposit.

ARTICLE V MAINTENANCE OF FUNDS AND ACCOUNTS

SECTION 5.1. Security for Bonds Funds. All of the Pledged Revenues shall continue to be deposited daily, or in the manner the Town deposits said revenues in its ordinary course of business, with the regularly designated fiscal agent bank of the Issuer (the “**Fiscal Agent**”). The Owners are hereby granted a lien on all funds established pursuant to the requirements of the Ordinance, until applied in the manner herein provided.

SECTION 5.2. Funds and Accounts. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and in order to identify the monies that are subject to the terms and conditions of the Ordinance and to the lien of the Bondholders, and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows:

- (a) On the twentieth (20th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing as set forth in the Paying Agent Agreement, the Issuer shall transfer to the Sinking Fund one-sixth (1/6) of the amount required to pay the interest payable on the Bonds on the next Interest Payment Date;
- (b) On the twentieth (20th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing as set forth in the Paying Agent Agreement, the Issuer shall transfer to the Sinking Fund, one-twelfth (1/12) of the amount required to pay principal on the Bonds on the next ensuing Principal Payment Date;
- (c) Following any drawing on the Reserve Fund, on the twentieth (20th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, an amount equal to one-twelfth (1/12) of the amount necessary to cause the amount of funds on deposit in the Reserve Fund to equal the Reserve Requirement within twelve (12) months from the day such draw was made;

(d) On the twentieth (20th) day of each month, or if such day is not a Business Day, the next succeeding Business Day, into any of the foregoing funds other than the Reserve Fund an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by the Ordinance; and

All accounts and/or funds shall be established pursuant to the Paying Agent Agreement. In the event the Paying Agent Agreement conflicts with any Article or Section herein, the Paying Agent Agreement shall control. Anything in this Ordinance, with respect to funds or accounts, conflicting with the Paying Agent Agreement shall be void. Anything in the Paying Agent Agreement not included in this Ordinance shall be deemed included as if such instructions were set forth herein in their entirety.

As long as the Issuer is in compliance with the mandatory rate covenant provided in Section 9.1 of this Ordinance, all remaining Pledged Revenues shall be deemed surplus funds and may be used for any lawful purpose of the Issuer.

SECTION 5.3. Investment of Funds. All or any part of the moneys in the Sinking Fund, the Bond Proceeds Fund, the Reserve Fund and Debt Service Fund shall, at the written request of the Issuer, be invested in Qualified Investments in which event all income derived from such Qualified Investments shall be retained within the fund in which they were earned.

SECTION 5.4. Funds to Constitute Trust Fund. The Sinking Fund, and the Reserve Fund provided for in Section 5.2 hereof shall all be and constitute trust funds for the purposes provided in the Ordinance, and Bonds issued pursuant to the Ordinance be and they are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State. The Authorized Representative are hereby authorized and directed to execute any instrument necessary to effect this section.

SECTION 5.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 5.2, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts held with the Paying Agent, valuation shall occur annually, by the Paying Agent.

ARTICLE VI REDEMPTION OF BONDS

SECTION 6.1. Optional Redemption. The Bonds shall be subject to optional and mandatory redemption as shall be set forth in the Bond Purchase Agreement. Any Bond made the subject of such call or calls shall be redeemed at 100% of the principal amount thereof plus accrued interest to the redemption date.

A redemption of the Bonds shall be a redemption of the whole or of any part of the Bonds, provided that there shall be no partial redemption of less than \$5,000.

If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book-entry system is discontinued, it will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine.

In the event the Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent and there shall be delivered to the Owner of such Bond, a Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond surrendered.

If there shall be called for redemption less than all of a Bond, the Issuer shall execute and deliver and the Paying Agent shall authenticate, upon surrender of such Bond, without charge to the owner thereof, a replacement Bond in the principal amount of the unredeemed balance of the Bond so surrendered.

SECTION 6.2. Notice of Redemption.

(a) In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, or via accepted means of electronic communication at least thirty (30) days prior to the date fixed for redemption to each Owner of the Bonds to be redeemed at its address shown on the Bond Register kept by the Paying Agent; provided, however, that failure to give such notice to any Bondholder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds.

(b) Any Bonds and portions of Bonds which have been duly selected for redemption and which are paid as set forth herein shall cease to bear interest on the specified redemption date.

In the case of any redemption in part of the Bonds, the Bonds to be redeemed will be selected by the Town, subject to the requirements of the Ordinance.

SECTION 6.3. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 6.2 hereof, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds or portions thereof shall be paid at the redemption price plus interest accrued and unpaid to the redemption date.

SECTION 6.4. Purchase of Bonds. The Paying Agent shall endeavor to apply any moneys furnished by the Issuer for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. The price paid by the Paying Agent (excluding accrued interest, but including any brokerage or other charges) for any Bond purchased pursuant to this Section shall not exceed the principal amount thereof. The Paying Agent shall also pay (from moneys furnished by the Issuer) accrued interest on any such Bond. Subject to the above limitations, the Paying Agent, at the direction of the Issuer, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the Issuer for such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, and, provided further, that the Issuer may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date fixed for redemption of Bonds.

ARTICLE VII PARTICULAR COVENANTS

SECTION 7.1. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 7.2. Tax Covenants. To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or

times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including without limitation, the failure to comply with the limitation on investment of the proceeds of the Bonds, the payment of any required rebate of arbitrage earnings to the United States of America, or the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

SECTION 7.3. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officials and employees who may be in a position of authority or in possession of money derived from the collection of the Pledged Revenues, respectively, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the issuer from loss.

ARTICLE VIII SUPPLEMENTAL ORDINANCES

SECTION 8.1. Supplemental Ordinances Effective Without Consent of Bondholders. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof; but without any consent of the Owners, shall be fully effective in accordance with its terms:

- to add to the covenants and agreements of the Issuer in the Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;
- to add to the limitations and restrictions in the Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;
- to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Ordinance; and
- to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Ordinance, or to insert such provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Ordinance as theretofore in effect.

SECTION 8.2. Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 8.1, any modification or amendment of the Ordinance or of the rights and obligations of the Issuer and of the Owners hereunder, in any particular, may be made by a supplemental Ordinance, with the written consent of the Owners, of a majority of the outstanding principal amount of the Bonds at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy rates and charges for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

ARTICLE IX RATES AND CHARGES; COVENANTS AS TO THE MAINTENANCE AND OPERATION OF THE SYSTEM

SECTION 9.1. Rate Covenants. The Issuer, through its Governing Authority, hereby covenants to fix, establish, maintain and collect such rates, fees, rents or other charges for the services and facilities of the Utility Systems, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide revenues in each Fiscal Year sufficient to pay operation and maintenance expenses of the Utility Systems in each Fiscal Year and as will provide Pledged Revenues at least equal to 125% of the maximum Annual Principal and Interest Requirements, for the Bonds and the Outstanding Parity Bonds, falling due in such year plus the on all bonds or other obligations payable from the Utility Systems and as will provide revenues at least sufficient to pay all reserve or sinking funds or other payments required for such Fiscal Year by the Ordinance and all obligations or indebtedness payable out of the Pledged Revenues during such year, and that such rates, fees, rents or other charges shall not at any time be reduced as to be insufficient to provide adequate Pledged Revenues for such purposes. (the "Rate Covenant").

The Issuer further covenants that such rates, fees, rents, or other charges shall not at any time be reduced so as to be insufficient to provide adequate Pledged Revenues for such purposes.

An annual calculation shall be made at the time of delivery of the Town's annual audited financial statements (the "Delivery Date") by the Auditor. In the event the annual calculation shows insufficient Pledged Revenues to meet the Rate Covenant, rates shall be adjusted in the billing system of the Town so that within sixty (60) days from the Delivery Date, the Town shall begin billing rates, on a prospective basis, sufficient to be in compliance with the Rate Covenant.

SECTION 9.2. Rates and Charges. Except as provided herein, nothing in this Ordinance or in the Bonds shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary any resolution or ordinance setting up and establishing a schedule or schedules of rates and charges for the services and facilities to be rendered by the Utility Systems, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the Pledged Revenues, not alone for the payment of the principal of and interest on the Bonds, but to give assurance and insure that the Pledged Revenues shall be sufficient at all times to meet and fulfill the other provisions stated and specified in Sections 5.2 and 9.1 of this Ordinance. It is understood and agreed, however, that the Issuer shall fix and maintain and collect rates and charges for the services and facilities to be rendered by the Utility Systems, irrespective of the user thereof and that no free service shall be furnished to any Person or even to the Issuer itself.

SECTION 9.3. Right to Pledge Net Revenues; Rank in Lien. In providing for the issuance of the Bonds, the Issuer does hereby represent and covenant that it is lawfully seized and possessed of the Utility Systems, that it has a legal right to pledge the Pledged Revenues as herein provided, that the Bonds will have a lien and privilege on the Pledged Revenues, and that it will at all times maintain the Utility Systems in first class repair and working order and condition.

SECTION 9.4. Insurance. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall carry full coverage of insurance on the Utility Systems at all times against those risks and in those amounts normally carried by privately owned public utility companies engaged in the operation of such utilities. Said policies of insurance shall be issued by a responsible insurance company or companies duly licensed to do business under the laws of the State. In case of loss, any insurance money received by the Issuer shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed, or shall be deposited in the Revenue Fund to supplement any other amounts required to be paid into said Revenue Fund.

SECTION 9.5. Records and Accounts; Audit Reports. As long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the Utility Systems. Not later than six (6) months after the close of each Fiscal Year the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or a recognized independent firm of certified public accountants, showing the receipts of and disbursements made for the account of the Utility Systems. Such audit shall be available for inspection by the Owner of any of the Bonds. Each such audit, in addition to whatever matters may be thought

proper by the Auditor to be included therein, shall include the following:

- A statement in detail of the income and expenditures of the Utility Systems for such Fiscal Year.
- A balance sheet of the Utility Systems as of the end of such Fiscal Year.
- The Auditor's comments regarding the manner in which the Issuer has carried out the requirements of the Ordinance, and the Auditor's recommendations for any changes or improvements in the operation of the Utility Systems or the method of keeping the records relating thereto.
- The number of customers of each of the Waterworks System, the Sewer System and the Natural Gas System.
- An analysis of additions, replacements and improvements to the physical properties of the Utility Systems.
- An analysis of all funds created pursuant to the Ordinance (less and except the Revenue Fund), setting forth all deposits and disbursements made during the Fiscal Year as to said funds.
- A statement of all schedules of rates in effect during the Fiscal Year for the Waterworks System, the Sewer System and the Natural Gas System, the aggregate dollar amount billed for services rendered during such year and the average monthly billing per user for the Waterworks System, the Sewer System and the Natural Gas System.

All expenses incurred in the making of the audits required by this Section shall be regarded and paid as a maintenance and operating expense of the Utility Systems.

SECTION 9.6. Rights of Bondholders; Appointment of Receiver in Event of Default. The Owners of the Bonds from time to time shall be entitled to exercise all rights and powers for which provision is made in the laws of the State. Any Owners of the Bonds or any trustee acting for such Owners in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of

competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in the Ordinance, and may enforce and compel the performance of all duties required by the Ordinance, or by any applicable statutes to be performed by the Issuer or by any agency, board or officer thereof, including the fixing, charging and collecting of rentals, fees or other charges for the use of the Utility Systems, and in general to take any action necessary to most effectively protect the rights of the Owners.

Upon occurrence of an Event of Default as defined in Section 11.1 hereof, any Owner or any trustee appointed to represent such Owners as hereinafter provided shall be entitled as of right to the appointment of a receiver of the Utility Systems in an appropriate judicial proceeding in a court of competent jurisdiction.

The receiver so appointed shall forthwith directly or by his agents and attorneys, enter into and upon and take possession of the Utility Systems, and each and every part thereof, and shall hold, operate and maintain, manage and control the Utility Systems, and each and every part thereof, and in the name of the Issuer shall exercise all the rights and powers of the Issuer with respect to the Utility Systems as the Issuer itself might do. Such receiver shall collect and receive all fees, rentals and other revenues, maintain and operate the Utility Systems in the manner provided in the Ordinance, and comply under the jurisdiction of the court appointing such receiver, with all of the provisions of the Ordinance.

Whenever all that is due upon the Bonds and interest thereon, and under any covenants of this Ordinance for reserve, sinking or other funds, and upon any other obligations and interest thereon having a charge, lien or encumbrances upon the Pledged Revenues, shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the Utility Systems shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Owner of Bonds, or any trustee appointed for Owners as hereinafter provided, shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver shall in the performance of the powers hereinabove conferred upon him be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court, and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically forth herein.

Any receiver appointed as provided herein shall hold and operate the Utility Systems in the name of the Issuer and for the joint protection and benefit of the Issuer and Owners of the Bonds. Such receiver shall have full authority to collect the Pledged Revenues and pay the reasonable and necessary costs and expenses of operating and maintaining the Utility Systems. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any property of any kind or character belonging or pertaining to the Utility Systems but the authority of such receiver shall be limited to the possession of the Utility Systems for the sole purpose of the protection of both the Issuer and Owners and the curing and making good of any default under the provisions of the Ordinance, and the title to and the ownership of the Utility Systems shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any property of the Utility Systems except with the consent of the Issuer and in such manner as the court shall direct. The Owner or Owners of Bonds in an aggregate principal amount of not less than a majority of Bonds issued under this Ordinance then outstanding may by a duly executed certificate appoint a trustee for the Owners with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners, or by their duly authorized attorneys or representatives, and shall be filed in the Office of the Town Clerk of the Governing Authority.

Until an event of default shall have occurred, the Issuer shall retain full possession and control of the Utility Systems with full right to manage, operate and use the same and every part thereof with the rights appertaining thereto, and to collect and receive, and, subject to the provisions of the Ordinance, to take, use and enjoy and distribute the earnings, income, rent, issue and profits accruing on or derivable from the Utility Systems. It is expressly provided that the provisions of this Section shall be subject to the provisions of Chapter 9-B of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 9.7. Limitations on Sale, Lease or Other Disposition of Property. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall be bound and obligated not to sell, lease, encumber or in any manner dispose of the Utility Systems or any substantial part thereof, provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become worn out, unserviceable, unsuitable or unnecessary in the operation of the Utility Systems, when other property of equal value or capacity is substituted therefor or the sale price thereof is deposited in the Debt Service Fund.

SECTION 9.8. Prohibition Against Encumbrances. Except as hereinafter provided in Article X of this Ordinance, the Issuer hereby covenants that it will not voluntarily create or cause to be created any debt, lien, pledge, mortgage, assignment, encumbrance or any other charge whatsoever having priority over or a parity with the lien of the Bonds and the interest thereon upon the Pledged Revenues.

SECTION 9.9. Competitive Franchises. So long as any of the Bonds are outstanding and unpaid in principal and interest, the Issuer obligates itself not to grant a franchise to any utility for operation within the boundaries of the Issuer which would render services or facilities similar to those of the Utility Systems, and also obligates itself to oppose the granting of any such franchise by any other public board having jurisdiction over such matters. Further, the Issuer shall maintain its corporate identity and existence as long as any of the Bonds remain outstanding.

SECTION 9.10. Engineer. It is recognized and understood that in purchasing and accepting delivery of the Bonds, the Owners of the Bonds from time to time will rely upon representations made by the Issuer that the Utility Systems will be

onomically and efficiently operated so that both the Issuer and the Owners of the Bonds may benefit through the production of maximum Pledged Revenues. To this end, the Issuer covenants and agrees that in the event it should fail to derive sufficient income from the operation of the Utility Systems to make the required monthly payments into the funds established by Section 5.2 hereby, it will retain an engineer (the "Engineer") on a continuous basis until all defaults are cured, for the purpose of providing for the Issuer continuous engineering counsel in the operation of its Utility Systems. Such Engineer shall be retained under contract at such reasonable compensation as may be fixed by this Governing Authority, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the Utility Systems. Any Engineer appointed under the provisions of this Section may be replaced at any time by another Engineer appointed or retained by the Issuer, with the consent and approval of a majority of the Owners of the Bonds.

In the event this Governing Authority shall fail to select and retain an Engineer in accordance with this Section within thirty (30) days after the occurrence of the conditions prescribed thereby, then upon the petition of any Owner(s) this Governing Authority shall select and retain such consulting engineer as is named in the petition of said Owner(s).

SECTION 9.11. Duties of Engineer in Event of Failure to Make Required Payments. In the event the Issuer is required to engage an Engineer pursuant to Section 9.10, the Engineer shall prepare within ninety (90) days after the close of each Fiscal Year a comprehensive operating report, which report shall contain therein or be accompanied by a certified copy of an audit of the preceding year's business prepared by the Legislative Auditor of the State (or his successor) or the Issuer's certified public accountants, and in addition thereto, shall report upon the operations of the Utility Systems during the preceding year, the maintenance of the properties, the efficiency of the management of the Utility Systems, the proper and adequate keeping of books of record and account, the adherence to budget and budgetary control provisions, the adherence to the provisions of the Ordinance and all other things having a bearing upon the efficient and profitable operation of the Utility Systems, and shall include whatever criticism of any phase of the operation of the Utility Systems the Engineer may deem proper, and such recommendations as to changes in operations and the making of repairs, renewals, replacements, extensions, betterment and improvements as the Engineer may deem proper. Copies of such report shall be placed on file with the Clerk of the Issuer and shall be open to inspection by any subsequent Owners of any of the Bonds.

It shall be the duty of the Engineer, once retained, to pass on the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies, which will involve the expenditure of more than Five Thousand Dollars (\$5,000.00), whether in one or more than one order, and whether authorized by a budget or not, from funds on deposit in the Revenue Fund, and the Engineer shall devise and prescribe a form or forms wherein shall be set forth his or its approval in certificate form, copies of which shall be filed with the Clerk of the Issuer and the depository for said Revenue Fund.

Sixty (60) days before the close of each Fiscal Year, the Engineer shall submit to this Governing Authority a suggested budget for the ensuing Fiscal Year's operation of the Utility Systems and shall submit recommendations as to the schedule of rates and charges for water utility services supplied by the Utility Systems. A copy of said suggested budget and recommendations shall also be furnished by said Engineer directly to the Owners. Such recommendations as to rates and charges, consistent with the requirements relating thereto contained herein, shall be followed by this Governing Authority insofar as practicable and all other recommendations shall be given careful consideration by this Governing Authority and shall be substantially followed, except for good and reasonable cause. No expenditures for the operation, maintenance and repair of the Utility Systems in excess of the amounts stated in said budget shall be made in any year, except upon the certificate of the Engineer that such expenditures are necessary and essential to the continued operation of the Utility Systems.

It shall be the duty of the Engineer to prescribe a system of budgetary control along with forms for exercising of such control which shall be utilized by the manager or superintendent of the Utility Systems and his staff, and the manager or superintendent shall cause to be prepared monthly reports not later than the twentieth day of each month, for the preceding month's business and operation of the Utility Systems, which reports shall be submitted to the Engineer, who shall prepare an analysis of each such report, which analysis shall be filed monthly as expeditiously as possible with the Clerk of the Issuer, the manager or superintendent of the Utility Systems.

ARTICLE X PARITY BONDS

SECTION 10.1. Issuance of Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Pledged Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues having priority over or parity with the Bonds, or the Outstanding Parity Bonds, except that bonds may hereafter be issued on a parity with such bonds ("Additional Parity Bonds") under the following conditions:

(a) The Pledged Revenues for the Fiscal Year immediately preceding the year in which such parity bonds are to be issued are equal to at least 125% of the maximum Annual Principal and Interest Requirements on all Bonds and Outstanding Parity Bonds then outstanding, including any bonds or obligations whatsoever then outstanding which are payable from the Pledged Revenues, and any *pari passu* additional bonds theretofore issued and then outstanding (but not including bonds which have been refunded or provision otherwise made for their full and complete payment and redemption), and the bonds so proposed to be issued; provided, however, that this limitation may be waived or modified by the written consent of the owners of the Bonds and Outstanding Parity Bonds then outstanding. (Junior and subordinate bonds may be issued without restriction.)

(b) There must be no delinquencies in the payments required to be made into the various funds provided in the Ordinance.

(c) The existence of the facts required by paragraphs (a) and (b) above must be determined and certified by the Town Clerk of the Issuer.

ARTICLE XI EVENTS OF DEFAULT

SECTION 11.1. Events of Default. If one or more of the following events (in the Ordinance called "Events of Default") shall happen, that is to say:

(a) if default shall be made in the due and punctual payment of the principal or redemption price of any Bond when and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or

(b) if default shall be made in the due and punctual payment of any payment of interest any Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Ordinance, any supplemental ordinance or in the Bonds contained, provided however, that if it is determined by the Auditor on the Delivery Date that a deficiency in Pledged Revenues exist under Section 9.1 (ii), the Issuer shall have 60 days from notice of such deficiency by the Auditor to remedy such deficiency by implementing the adjusted rate. In the event rates are adjusted and billing at the new rate is commenced, there shall be no event of default hereunder, or

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy laws or similar law;

Then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the Ordinance or in any provision of law.

ARTICLE XII CONCERNING FIDUCIARIES

SECTION 12.1. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The designation of Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Ordinance by executing and delivering a Paying Agent Agreement in form and substance satisfactory to the Issuer.

SECTION 12.2. Successor Paying Agent. Any successor Paying Agent shall be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and have a reported capital and surplus of not less than Fifty Million dollars (\$50,000,000).

SECTION 12.3. Removal of Paying Agent. The Town may remove the Paying Agent by giving notice of such removal to said Paying Agent in writing and shall appoint a successor Paying Agent which meets the qualifications of Section 12.2 above.

ARTICLE XIII MISCELLANEOUS

SECTION 13.1. Defeasance.

(a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and redemption price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Ordinance, then the covenants, agreements and other obligations of the Issuer to the Bondholders shall be discharged and satisfied. In such event the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof; be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to

the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article VI of the Ordinance, (ii) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable redemption price thereof together with all accrued interest and (iii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable redemption price and all accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited with the Paying Agent pursuant to this Section 13.1 nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Paying Agent shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof as the case may be.

SECTION 13.2. Evidence of Signatures of Bondholders and Ownership of Bonds.

(a) Any requests, consents, revocation of consent or other instrument which the Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

1. the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

2. the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 13.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 13.4. Parties Interested Herein. Nothing in the Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners of the Bonds any right, remedy or claim under or by reason of the Ordinance or any covenant, condition or stipulation thereof and all the covenants, stipulations, promises and agreements in the Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners of the Bonds.

SECTION 13.5. No Recourse on the Bonds. No recourse shall be had for the payment of the principal or of interest on the Bonds or for any claim based thereon or on the Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 13.6. Successors and Assigns. Whenever in the Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in the Ordinance contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

SECTION 13.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the Owner or Owners of the Bonds.

SECTION 13.8. Severability. In case any one or more of the provisions of the Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Ordinance or of the Bonds) but the Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Ordinance which validates or makes legal any provision of the Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Ordinance and to the Bonds.

SECTION 13.9. Execution of Documents. In connection with the issuance and sale of the Bonds, the Authorized Representative are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel to effect the transactions contemplated by the Ordinance, the signatures of the Authorized Representative on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 13.10. Publication. A certified copy of the Ordinance shall be published as soon as possible in the official journal of the Issuer.

SECTION 13.11. Effect. This Ordinance shall control with respect to the issuance of the Bonds, and any provisions of any prior ordinance or resolution in conflict with this Ordinance shall be unenforceable and shall be of no legal effect.

SECTION 13.12. Bonds are "Qualified Tax-Exempt Obligations." The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

(a) the Bonds are not "private activity bonds" within the meaning of the Code; and

(b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2016 does not exceed \$10,000,000.

SECTION 13.13. Official Statement. The preparation and distribution of a Preliminary Official Statement and Official Statement with respect to the Bonds is hereby ratified and approved.

SECTION 13.14. Sale of Bonds; Bond Purchase Agreement. The Bonds are hereby sold to the Underwriter at the price and according to the terms and conditions as shall be set forth in the Bond Purchase Agreement. The Mayor is expressly delegated the authority to establish the final terms and conditions of the Bonds and execute a Bond Purchase Agreement with the Underwriter.

SECTION 13.15. Municipal Bond Insurance. If determined to be in the best interest of the Issuer, the Governing Authority hereby approves the purchase of a Bond Insurance Policy with respect to the payments due of principal and interest on any series of the Bonds (the "Bond Insurance Policy"). If a Bond Insurance Policy is issued, it will be on file and available for inspection at the principal office of the Paying Agent. The summary form of policy relating to the Bond Insurance Policy is hereby authorized to appear on Bonds. Under the terms of any Bond Insurance Policy, the bond insurer (to be determined) (the "Bond Insurer"), will pay regularly scheduled payments of principal and interest on the Bonds which are due but unpaid by reason of nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy).

SECTION 13.16. Debt Service Reserve Surety Policy. If determined to be in the best interest of the Issuer, and in lieu of funding the Reserve Fund, the Governing Authority hereby approves the purchase of a debt service reserve surety policy (the "Surety Policy") with the provider thereof (to be determined) (the "Surety Provider"). The Surety Policy will, if purchased, provide the debt service reserve with respect to the Bonds, to be utilized in the event the monies in the Debt Service Fund are not sufficient to pay Debt Service on the Bonds.

SECTION 13.17. Bond Insurer and Surety Provider Agreements Approved. Any agreements between the Issuer and the Bond Insurer with respect to any Bond Insurance Policy and the Surety Provider with respect to any Surety Policy, if determined to be advisable, are hereby approved, the same to be executed by the Authorized Representative upon advice of Bond Counsel.

SECTION 13.18. Bond Insurance Policy and Surety Policy Provisions. (a) It is agreed that in the event a Bond Insurance Policy is issued, the provisions related to any insured Bonds customarily required by the Bond Insurer to be included in the bond resolution shall be deemed included in this Resolution as if such provisions were set forth in their entirety herein.

(b) It is agreed that in the event a Surety Policy is issued, the provisions related to the Bonds customarily required by the Surety Provider to be included in the bond resolution shall be deemed included in this Resolution as if such provisions were set forth in their entirety herein.

(c) It is further agreed that if either the Bond Insurer and/or Surety Provider so requires, the Issuer shall amend this Resolution for the sole purpose of specifically including such provisions of the Bond Insurance Policy and/or Surety Policy.

ARTICLE XIV CONTINUING DISCLOSURE

SECTION 14.1. Continuing Disclosure Covenant of the Issuer. The Issuer is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix "F" of the Official Statement (or such other Appendix thereto, as the case may be) issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5). The Issuer covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Bondholder and/or Underwriter may take such actions

as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 14.1 hereof.

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

YEAS: D. McCreary, R. Morgan, J. Sibley, W. Wilson, and J. Nesom.

NAYS:

ABSENT:

And the Ordinance was declared adopted on this 9th day of June, 2016

/s/ DD Jones

Mayor

ATTEST:

/s/ Lea McDonald

Town Clerk