

CITY OF OPELOUSAS, STATE OF LOUISIANA

The following ordinance, having been previously introduced on **August 18, 2020**, and a public hearing having been held on **August 25, 2020**, was offered for adoption by _____ and seconded by _____:

ORDINANCE 20-

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$2,627,000) PUBLIC IMPROVEMENT SALES TAX REFUNDING BOND, SERIES 2020 OF THE CITY OF OPELOUSAS, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS, AND CONDITIONS OF SUCH BOND AND PROVIDING FOR THE PAYMENT THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Opelousas, State of Louisiana (the "**Issuer**" or the "**City**") is experiencing a reduction in revenues and increase in expenses resulting from the impacts of the COVID-19 pandemic and the recent downturn in the oil and gas economy; and

Commented [JMI]: I put this paragraph in and reorganized a bit to document why we are doing this in the first place.

WHEREAS, the Issuer's governing authority, the City Council of Opelousas (the "**Governing Authority**"), has found and determined that the refinancing and restructuring the Issuer's outstanding indebtedness would be financially advantageous and improve cash flow and operational flexibility; and

WHEREAS, the Issuer is now levying and collecting that one percent (1%) sales tax authorized by the electorate on November 26, 1966 pursuant to Article IV §29(A) of the Louisiana Constitution and other statutory authority (the "**Tax**"), and receives the net revenues thereof after payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the "**Net Revenues of the Tax**"); and

WHEREAS, the Issuer annually budgets its General Fund, which has an excess of annual revenues above statutory, necessary and usual charges as provided for by law (the "**Excess Revenues**").

WHEREAS, the Issuer now has the following outstanding bonds (the "**Refunded Bonds**"), secured by and payable in principal, interest and redemption premium, if any, solely from Net Revenues of the Tax, as defined herein, and desires to provide debt service relief by refunding and prepaying the below-described bonds (the "**Refunded Bonds**");;

NAMES AND SERIES	OUTSTANDING BALANCE	ORIGINAL ISSUE AMOUNT	ORIGINAL DATE OF ISSUANCE
Public Improvement Revenue Refunding Bonds Series 2012	\$2,520,000	\$4,430,000	08.27.2012

WHEREAS, after refunding and redeeming the Refunded Bonds, the only remaining and outstanding bond secured by the Net Revenues of the System is the Public Improvement Revenue Refunding Bond, Series 2020, being issued herein; and

WHEREAS, pursuant to the Louisiana Consolidated Local Government Indebtedness Act, Part A, Chapter 4 of Title 39, Subtitle II, Chapter 4, Section 523 regarding sales tax bonds, Section 526 regarding excess revenues and Section 531 regarding refunding bonds (collectively, the "**Act**") of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (collectively, the "**Authorizing Legislation**"), it is now the desire of the Issuer to adopt this ordinance (the "**Bond Ordinance**") in order to provide for the issuance of not exceeding \$2,627,000 Public Improvement Sales Tax Refunding Bond, Series 2020 (the "**Bond**") at an annual interest rate of not to exceed four (4%) percent, for the purpose of (i) tprepaying and refunding of the Refunded Bonds, and (ii) paying the costs of issuance therefor; and

WHEREAS, the Bond will be secured by and payable from an irrevocable pledge and dedication of the Net Revenues of the Tax and the Excess Revenues; and

WHEREAS, it is the desire of this Governing Authority to fix the details necessary with respect to the issuance of the Bond and to provide for its authorization and issuance.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Authority of the Issuer, that:

ARTICLE I.

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"**Act**" shall mean Sections 523, 526 and 531, of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"**Additional Parity Bonds**" shall mean any *pari passu* additional obligations hereafter issued by the Issuer on a parity with the Bond, secured by or payable from the Net Revenues of the Tax and Excess Revenues.

"**Authorized Denominations**" shall mean denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

"**Authorizing Legislation**" shall mean collectively, the Act, along with other applicable constitutional and statutory authority.

"**Authorized Representative**" shall mean (i) for the Issuer, the duly elected Mayor (the "**Mayor**") or clerk to the City Council of Opelousas (the "**Clerk**"), together or acting alone, or any person or persons designated by the Issuer by ordinance to act on behalf of the Issuer pursuant to this Bond Ordinance; and (ii) for the Paying Agent, an officer of the bank authorized to execute documents on its behalf pursuant to a resolution of the board of said bank.

"**Bond**" or "**Bonds**" shall mean the Issuer's Public Improvement Sales Tax Refunding Bond, Series 2020 issued pursuant to this Bond Ordinance in the total aggregate principal amount of Two Million Six Hundred Twenty-Seven Thousand Dollars (\$2,627,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"**Bondholder**" or "**Registered Owner**" or "**Owner**" shall mean the Person reflected as registered owner of any of the Bond on the registration books maintained by the Paying Agent.

"**Bond Counsel**" shall mean MAHTOOK & LAFLEUR (Eric LaFleur), a firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions, is nationally recognized.

"**Bond Fund**" shall mean the Series 2020 Bond Fund established pursuant to [Section 4.1](#) hereof.

"**Bond Proceeds**" shall mean the proceeds realized from the sale of the Bond.

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

"**Bond Ordinance**" shall mean this ordinance, as further amended and supplemented as herein provided.

"**Bond Year**" shall mean the one-year period ending on the principal payment date on the Bond (September 1) of each year.

"**Business Day**" shall mean a day of the year other than a day on which banks located in New York, New York 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**" shall mean the date all documents related to the issuance of the Bond are signed by all parties and on which payment is tendered by the Lender in exchange for the Bond.

"**Closing Memorandum**" shall mean that certain memorandum prepared by the Municipal Advisor and provided to the Paying Agent on the Closing Date, which details the disbursement of Bond Proceeds.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense related to the authorization, sale, and issuance of bonds pursuant to La. R. S. 39§503(2).

"Cost of Issuance Account" shall mean the Series 2020 Cost of Issuance Account established pursuant to Section 4.1 hereof.

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

"Debt Service Fund" shall mean the Series 2020 Debt Service Fund established pursuant to Section 4.1 hereof.

"Default Rate" shall mean the maximum rate approved for the Bond by the State Bond Commission in accordance with Louisiana law (7.00%).

"Defeasance Obligations" shall mean:

- (a) Cash, or
- (b) Government Securities, or
- (c) 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.

"Determination of Taxability" shall mean a determination that the interest income on any of the Bond is not excludable from gross income for federal income tax purposes ("exempt interest") under the Code, which determination will be deemed to have been made on the first to occur of any of the following:

- (a) the date on which the Issuer is notified that Bond Counsel is unable to deliver an opinion that the interest on the Bond qualifies as such exempt interest or is provided with an opinion of nationally recognized bond counsel to the effect that interest on the Bond does not qualify as exempt interest under the Code;

- (d) or the date on which any change in law or regulation becomes effective or

on which the Internal Revenue Service issues any public or private ruling, technical advice memorandum or any other written communication or on which there shall occur a ruling or decision of a court of competent jurisdiction with or to the effect that the interest income on any of the Bond does not qualify as such exempt interest; or

(e) the date on which the Issuer received notice in writing that the Internal Revenue Service has issued a private ruling, technical advice, notice of deficiency, 30-day letter or similar notice or other formal written determination which asserts that the interest on any of the Bond does not qualify as such exempt interest.

"**Excess Revenues**" shall mean the accrued revenues of the Issuer in subsequent years, after the payment from such revenues of: (1) all charges required by law or regulation, (2) all contractual obligations, (3) all necessary and usual charges provided for by ordinance or resolution, (4) all payments in respect of bonds for which a pledge or dedication of specified taxes or revenues has been provided by law or in proceedings authorizing such bonds, regardless of the date of issue of such bonds.

"**Event of Default**" shall have the meaning set forth in Section 10.1 hereof.

"**Fiscal Agent Bank**" shall mean the fiscal agent bank of the Issuer and any successor Fiscal Agent Bank so appointed by the Issuer.

"**Fiscal Year**" shall mean the twelve-month period commencing on September 1 of each year, or such other twelve-month period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"**Governing Authority**" shall mean the City Council of Opelousas.

"**Government Securities**" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, 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**" shall mean March 1 and September 1 of each year during the period the Bond is outstanding, commencing March 1, 2021.

"**Issuer**" shall mean the City of Opelousas, Parish of St. Landry, State of Louisiana.

"**Issuance Date**" shall mean the date on which the Bond is issued.

"**Lender**" shall mean with respect to the Bond, REGIONS EQUIPMENT FINANCE CORPORATION, Birmingham, Alabama, the initial purchaser of the Bond from the Issuer.

"**Maturity Date**" shall mean the date of maturity of the Bond as set forth in this Bond Ordinance.

"**Maximum Annual Debt Service**" shall mean, as of the date of calculation, the highest aggregate annual debt service requirement and debt service payable on the Bond and any Additional Parity Bonds during the then current or any succeeding Fiscal Year.

"**Municipal Advisor**" shall mean SISUNG SECURITIES CORPORATION, New Orleans, Louisiana.

"**Net Revenues of the Tax**" shall mean the Revenues of the Tax, after paying the reasonable and necessary expenses of collecting the Tax.

"**Outstanding**", when used with respect to the Bond shall mean, as of any particular date, all Bonds theretofore issued and delivered under this Bond Ordinance, except::

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (f) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent in trust for the owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;
- (g) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and
- (h) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law; and
- (i) Bonds for the payment of the principal (or redemption price, if any) of and interest on which Defeasance Obligations are held by the Paying Agent with the effect specified in this Bond Ordinance.

"**Owner** " or "**Owners** " when used with respect to any Bond shall mean the Person in whose name such Bond is registered in the Bond Register.

"**Parity Bonds**" means any outstanding *pari passu* bonds secured by or payable from Net Revenues of the System, including the Series 2020C Bonds.

"**Parity Bond Ordinances**" means the respective ordinance adopted by this Governing Authority authorizing the issuance of the Parity Bonds.

"**Paying Agent**" shall mean Regions Bank, an Alabama state bank with trust powers having a corporate office located in Baton Rouge, Louisiana in its capacities as Paying Agent for the Bond and as trustee for the funds and accounts established with Regions Bank in its capacity as Paying Agent under Article XII of this Bond Ordinance, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Ordinance, and thereafter Paying Agent shall mean such successor Paying Agent.

"**Paying Agent Agreement**" shall mean the Paying Agent and Registrar Agreement to be entered into between the Issuer and Regions Bank in its capacity as Paying Agent and Registrar pursuant to this Bond Ordinance.

"**Permitted Investments**" shall mean those certain securities, obligations or other instruments specifically set forth in La. R.S. 33:2955 as amended from time to time, or pursuant to any other constitutional or statutory authority, as being legal investments for political subdivisions of the State.

"**Person**" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"**Principal Payment Date**" shall mean September 1 of each year, commencing September 1, 2021.

"**Record Date**" shall mean for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

"**Revenue Fund**" shall mean the Sales Tax Revenue Fund and the City's General Fund established pursuant to Section 4.1 hereof.

"**Revenues of the Tax**" shall mean the income and revenues derived by the Issuer from the Tax.

"**Sinking Fund**" shall mean the 2020 Sales Tax Refunding Bond Sinking Fund established pursuant to Section 4.1 hereof.

"**State**" shall mean the State of Louisiana.

"**Tax**" shall mean that one percent (1%) sales tax authorized by the electorate on November 26, 1966 pursuant to Article IV §29(A) of the Louisiana Constitution and other statutory authority.

"**Tax Certificate**" shall mean the tax regulatory agreement and non-arbitrage certificate executed by the Issuer in connection with the issuance of the Bond.

"**Taxable Adjusted Rate**" shall mean in the event of Determination of Taxability, a rate of interest (which rate of interest shall not exceed 7%) which would provide the Owner(s) with an after tax yield on the then outstanding principal amount of the Bond at least equal to the after-tax yield the Owner(s) could have received if a Determination of Taxability had not occurred (subject to the interest rate limitation of 7%).

"**Term Sheet**" shall mean the Term Sheet offered by the Lender and accepted by the Issuer, attached hereto as **Exhibit B**.

Section 1.2 Interpretation. In this Bond 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 this Bond Ordinance shall be deemed to include any other title by which such office shall be subsequently known.

ARTICLE II.

AUTHORIZATION AND ISSUANCE

Section 2.1 Authorization of the Bond. Maturities. In compliance with and under the authority of the Authorizing Legislation, and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of Two Million Six Hundred Twenty-Seven Thousand Dollars (\$2,627,000) Public Improvement Sales Tax Refunding Bond, Series 2020 of the Issuer at an annual interest rate not to exceed four (4%) percent, for, on behalf of and in the name of the Issuer, for the purpose of (i) prepaying and refunding the Refunded Bonds, and (ii) paying the Costs of Issuance.

Section 2.2 Bond Ordinance a Contract. In consideration of the purchase and acceptance of the Bond by the Lender, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Lender and shall be deemed to be and shall constitute a contract between the Issuer and any subsequent Owner from time to time of the Bond. 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 the Bond, 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 this Bond Ordinance.

Section 2.3 Pledge of Net Revenues of the Tax and Excess Revenues. The Bond shall be secured by and payable in principal, premium, if any, and interest from an irrevocable pledge and dedication of the Net Revenues of the Tax and the Excess Revenues. The Net Revenues of the Tax and the Excess Revenues are hereby irrevocably and irrevocably pledged and dedicated in an amount sufficient for the payment of the Bond in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. All of the Revenues of the Tax and the Excess Revenues shall be set aside in the Revenue Fund and allocated as provided in Section 5.2 of this Bond Ordinance, and shall be and remain pledged for the security and payment of the Bond in principal, premium if any, and interest and for all other payments provided for in this Bond Ordinance until the Bond has been fully paid and discharged.

The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the Tax and the Excess Revenues having priority over, or parity with, the Bond, except in accordance with Section 9.1 of this Bond Ordinance.

Section 2.4 Form of the Bond. The Bond 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 Authorizing Legislation and this Bond Ordinance.

Section 2.5 Denominations. Dates. Maturities and Interest. The Bond shall initially be issued in form of a single term bond, numbered R-1, and shall be dated the date of delivery thereof, shall bear interest from date thereof and calculated on the basis of a 30 day month and a 360 year or the most recent Interest Payment Date to which interest has been paid or duly provided

for, payable on March 1, 2021, and semiannually thereafter on March 1 and September 1 of each year, at the initial fixed interest rate per annum as follows:

Par Amount	Interest Rate	Maturity
\$2,627,000	3.72 %	September 1, 2028

Upon the occurrence of an Event of Default in Section 10.1 hereof, the Bond shall bear interest at the Default Rate during the time that such Event of Default continues to exist.

In the event of a Determination of Taxability, the interest rate on the Bond shall be adjusted at the written direction of the Lender to provide an after-tax yield on the then outstanding principal amount of the Bond equal to the Taxable Adjusted Rate. In such event, the Issuer shall execute and deliver a substitute Bond to the Lender, which shall be duly authenticated by the Paying Agent. The principal of the Bond, upon maturity or redemption, shall be payable at the principal office of the Paying Agent and interest on the Bond will be payable by wire transfer or check mailed by the Paying Agent to the Owner (determined as of the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Bond Ordinance upon transfer or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so that neither gain nor loss in interest shall result from such transfer, exchange or substitution. No Bond shall be entitled to any right or benefit under this Bond Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Bond Ordinance, executed by the Paying Agent by manual signature.

Section 2.6 Acceptance of Offer. Award of Bond. The sale of the Bond to the Lender pursuant to the term sheet attached hereto as Exhibit C (the "**Term Sheet**") and the terms set forth in this Bond Ordinance is hereby in all respects approved, ratified and confirmed. Each Authorized Representative, individually or collectively, is hereby empowered, authorized and directed to execute and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by, either, in their sole discretion, necessary or advisable to implement this Bond Ordinance or facilitate the sale of the Bond, including the execution of the Term Sheet. In the event the terms of this Bond Ordinance conflict with those in the Term Sheet, the Term Sheet shall control.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF THE BOND

Section 3.1 Registration. Transfer and Exchange of Bond. The Issuer shall cause the Bond Register to be kept at the principal office of the Paying Agent. The Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form.

Such new Bond or Bonds shall be in Authorized Denominations. Neither the Issuer nor the Paying Agent shall be required to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date immediately following such Record Date. The Lender maintains the right to transfer and/or assign the Bond, in whole or in part, its rights hereunder, in either case, any interest therein, to any person or entity in its sole and absolute discretion.

Section 3.2 Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond 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 this Bond Ordinance.

Section 3.3 Recital of Regularity. The Issuer, having investigated the regularity of the proceedings had in connection with this issue of Bond, and having determined the same to be regular, the Bond 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 the State of Louisiana."

Section 3.4 Execution of the Bond. The Bond shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of the Authorized Representatives of the Issuer. In case any one or more of the officers who shall have signed any of the Bond shall cease to be such officer before the Bond so signed shall have been actually delivered such Bond may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed such Bond had not ceased to hold such office. Said officers shall, by the execution of the Bond, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bond 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 3.5 Mutilated, Destroyed, Lost or Stolen Bond. If any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide underwriter, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including

the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Bond Ordinance equally and ratably with all other outstanding bonds. The procedures set forth in the Paying Agent Agreement authorized in this Bond Ordinance shall also be available with respect to mutilated, destroyed, lost or stolen Bond. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bond.

Section 3.6 Cancellation of the Bond. The Bond paid or redeemed either at or before maturity together purchased by the Issuer, shall thereupon be promptly canceled by the Paying Agent. The Paying Agent shall upon request promptly furnish to the Mayor or Clerk an appropriate certificate of cancellation.

Section 3.7 Restrictions on Transfer. Registered Owners of the Bond shall have the right at any time to assign, transfer or convey the Bond or any interest therein or portion thereof to any person or entity in its sole and absolute discretion, but no such assignment, transfer or conveyance shall be effective as against the Issuer unless and until such registered owner has delivered to the Issuer written notice thereof that discloses the name and address of the assignee.

ARTICLE IV.

CREATION OF FUNDS / APPLICATION OF BOND PROCEEDS

Section 4.1 Funds and Accounts. The Issuer hereby establishes the following funds and accounts with respect to the Bond:

- (b) The Sales Tax Revenue Fund (the "**Revenue Fund**") previously established by the Issuer and maintained in a separate and special bank account with the Fiscal Agent Bank;
- (a) The Series 2020 Bond Fund (the "**Bond Fund**") to be established and maintained with the Paying Agent;
- (b) The Series 2020 Costs of Issuance Account (the "**Cost of Issuance Account**") to be established as a separate account within the Bond Fund for the purpose of paying Costs of Issuance with respect to the Bond;
- (c) The Series 2020 Debt Service Fund (the "**Debt Service Fund**") to be established and maintained with the Paying Agent;
- (d) The Series 2020 Rebate Fund (the "**Rebate Fund**") to be established and maintained with the Paying Agent, if necessary.

Additional accounts may be created pursuant to the Paying Agent Agreement, if deemed necessary by the Issuer's Authorized Representative in consultation with the Municipal Advisor and Bond Counsel.

Section 4.2 Application of Bond Proceeds. Upon the issuance of the Bond, the Bond Proceeds shall be deposited into the Bond Fund. The Paying Agent shall transfer sufficient funds from the Bond Fund as further directed by the Paying Agent Agreement:

- (c) To the owners of the Refunded Bonds for the prepayment of the full redemption price of the Refunded Bonds; and
- (a) To the Cost of Issuance Account for payment of the Costs of Issuance for the Bond.

The Issuer shall cause the Paying Agent to pay Costs of Issuance from the Costs of Issuance Account in the manner and amounts set forth in the authorization to pay costs of issuance (the "**Authorization to Pay Costs**"). The Paying Agent or the designated party named in the Authorization to Pay Costs shall pay the Costs of Issuance upon receipt of the Authorization to Pay Costs pursuant to invoices submitted for payment.

Any funds remaining in the Cost of Issuance Fund one hundred eighty (180) days after the closing of the issuance of the Bond shall be transferred to the Debt Service Fund and applied as stated herein.

All such deposits shall be made in accordance with the Authorization to Pay Costs and Closing Memorandum.

ARTICLE V.

SECURITY FOR THE BOND AND MAINTENANCE OF FUNDS AND ACCOUNTS

Section 5.1 Security for the Bond.

The Bond is secured by and payable as to principal, premium, if any, and interest from the Net Revenues of the Tax and the Excess Revenues of the Issuer until the Bond has been fully paid.

Payment of principal of and interest on the Bond will be paid from the Net Revenues of the Tax in accordance with the terms set forth in the Bond and herein.

The Issuer hereby unconditionally pledges the Net Revenues of the Tax and the Excess Revenue to the full and prompt payment of principal of and interest on the Bond.

At the closing of the issuance of the Bond, pursuant to La. R.S. 39:504 and as provided for herein, the lien of the Net Revenues of the Tax and the Excess Revenues will be perfected, preserved and fully protects the security of the Bond Holders in the Net Revenues of the Tax, the Excess Revenues and any other collateral and the rights of any trustee for the Bond Holders. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments and transfers as may be required for securing, assuring, continuing, transferring, conveying, pledging, assigning and confirming unto the Bond Holders or any trustee for the Bond Holder, the Net Revenues of the Tax, the Excess Revenues and any other collateral pledged to the payment of the principal of, premium, if any, and

interest on the Bond. Except to the extent it is exempt therefrom, the Issuer will pay or cause to be paid all filing fees incident to such filing and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of such instruments.

Section 5.2 Flow of Funds.

All Revenues of the Tax shall be deposited daily by the Issuer as the same may be collected in the Revenue Fund, a separate and special bank account and shall constitute a dedicated and pledged fund of the Issuer, from which appropriations and expenditures by the Issuer shall be administered by the Fiscal Agent who the Issuer shall cause to make the following transfers in the following order of priority and for the following express purposes.

- (a) To the payment of all reasonable and necessary expenses of collection and administration of the Tax.
- (b) To transfer into the Debt Service Fund, an amount sufficient to pay promptly and fully the principal of and the interest on the Bond, the Parity Bonds and any Additional Parity Bonds, as they severally become due and payable, monthly in advance on or before the twentieth (20th) day of each month of each year, commencing September 20, 2020, a sum equal to 1/6th of the interest falling due on the next Interest Payment Date and 1/12th of the principal falling due on the next Principal Payment Date with regard to the Bond, the Parity Bonds and any Additional Parity Bonds. If Additional Parity Bonds are hereafter issued by the Issuer in the manner provided in this Bond Ordinance, moneys in the Debt Service Fund shall be equally available to pay principal and interest on such bonds, and payments in the Debt Service Fund shall be increased as provided in the Parity Bond Ordinances authorizing the issuance of the Additional Parity Bonds. The Issuer shall transfer from said Debt Service Fund to the paying agent bank or banks for the Bond payable from the Debt Service Fund at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.
- (c)
- (d) To transfer to the Rebate Fund the amount required to make any rebate payments owed to the United States under the Code. The Rebate Fund shall not be subject to the pledge of accounts under the Bond Ordinance. The Issuer has covenanted in this Bond Ordinance and the Tax Agreement to comply with the requirements of Section 148 of the Code and the regulations thereunder, and the Issuer, at its expense, shall make the calculation(s) required by the Code and the Tax Agreement and shall make deposits to and make disbursements from the Rebate Fund that the Issuer determines are in accordance therewith. The Tax Agreement and any provisions of this Bond Ordinance governing deposits to the Rebate Fund may be superseded or amended (except the requirement of annual calculations and deposits to the Rebate Fund, if required) if accompanied by an opinion of Bond Counsel addressed to the Issuer to the effect that any revisions thereof will not cause the interest on the Bond to become includable in gross income of the recipient thereof for federal tax purposes.

- (e) (f) Any money remaining in the Revenue Fund after making the above-required payments each month may be used by the Issuer for any lawful purposes as the Governing Authority may determine.

Section 5.3 Investment of Funds. All or any part of the moneys in any of the aforesaid funds and accounts shall, at the written request of the Issuer, be invested in Permitted Investments. Such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which said respective funds are maintained.

Investments on deposit in all funds and accounts shall be valued at market value at least monthly. No forward delivery agreements, hedge, purchase and resale agreements or par-put agreements may be used with respect to the investment of any fund or account with respect to the trust estate pledged to the Bond without the prior written request.

Section 5.4 Funds to Constitute Trust Funds. The Bond Fund, Revenue Fund, and Debt Service Fund provided for in Section 4.1 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and the Bond issued pursuant to this Bond Ordinance shall 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 Officers are hereby authorized and directed to execute any instrument necessary to obligate the Issuer to fulfill its obligations provided for in this Section.

ARTICLE VI.

REDEMPTION OF BOND

Section 6.1 Redemption Provisions.

- (a) ***Optional Redemption.*** The Bond shall not be subject to optional redemption prior to the date of its maturity.

(b)

(c) **Mandatory Scheduled Redemption.** The Bond shall be redeemed prior to its maturity (and without further notice to the Owner(s) or the Paying Agent), by payment of scheduled installments, on dates in the respective principal amounts set forth opposite each such date, as follows:

YEAR (SEPTEMBER 1)	PRINCIPAL AMOUNT
2021	115,000
2022	321,000
2023	333,000
2024	345,000
2025	358,000
2026	371,000
2027	385,000
2028	399,000

(d) **Optional Redemption On Determination of Taxability.** If a Determination of Taxability occurs before September 1, 2028, at the sole option of the Lender, the Bond may be redeemed in whole but not in part following receipt by the Issuer of written notice of such Determination of Taxability at a redemption price equal to 100% of the unpaid principal balance of the Bond outstanding, plus accrued interest thereon to the date fixed for redemption at the Taxable Adjusted Rate from the date of Determination of Taxability.

Commented [JM2]: Check - was this in commitment letter?

Section 6.2 Notice of Redemption of Bond. In the event the Bond is called for Optional Redemption, the Paying Agent shall give notice, in the name of the Issuer, of the redemption of the Bond, which notice shall (i) specify the Bond 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), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bond to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to each Owner of the Bond 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 Bond Holder or any defect in such notice shall not affect the validity of the proceedings for the redemption of the Bond.

ARTICLE VII.

ISSUER COVENANTS

Section 7.1 Payment of the Bond. The Issuer shall duly and punctually pay or cause to

be paid as herein provided, the principal, premium, if any, and interest thereon, at the dates and places and in the manner stated in the Bond 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 Bond 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 Bond 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 Bond, the payment of any required rebate of arbitrage earnings to the United States of America, or the use of the proceeds of the Bond in a manner which would cause the Bond to be "private activity bonds" under the Code.

Section 7.3 Accounting Requirements. So long as the Bond is outstanding and unpaid in principal, premium, if any, 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 Tax and the Excess Revenues and shall cause the same to be performed relative to the application of amounts deposited in each fund established or maintained hereunder.

Section 7.4 Audit and Reporting Requirements. The Issuer shall deliver each of the following, in form and substance satisfactory to the Lender or any subsequent Owners of the Bond: (i) the audited financial statements of the Issuer to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended, not later than one hundred eighty days (180) days after the close of each Fiscal Year, commencing with the Fiscal Year ended December 31, 2020, (b) the right to inspect the records, accounts and data of the Issuer relating to its operations, the Tax, the Net Revenues of the Tax and the Excess Revenues with said right also granted to the Paying Agent; and (c) the budget within sixty (60) days of its adoption by the Issuer.

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:

- (a) to issue Additional Parity Bonds pursuant to Article IX hereof;
- (b) to add to the covenants and agreements of the Issuer in this Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;

- (c) to add to the limitations and restrictions in this Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;
- (d) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Bond 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 this Bond Ordinance; or
- (e) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Bond Ordinance, or to insert such provisions clarifying matters or questions arising under this Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Bond 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 this Bond 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 Bond 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 principal or 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. No such amendment or modification shall reduce the percentages of consent of the Owners of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy tax for the payment of the Bond as provided herein, without the consent of the Owners of the Bond. No such amendment or modification shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For the purposes of this Section, no Bond shall be deemed to be affected by a modification or amendment of this Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bond.

ARTICLE IX.

PARITY BONDS

Section 9.1 Issuance of Refunding and Additional Parity Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the Tax and the Excess Revenues having priority over or parity with the Bond, except under the following conditions:

- (a) The Bond, or any part thereof, including interest and redemption premiums thereon, may be refunded and the bonds so issued shall enjoy complete equality of lien with the portion of the Bond which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues that may have been enjoyed by the Bond refunded, provided, however, that if only a portion of Bond outstanding is so refunded and the refunding bonds require total

principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to the Bond refunded thereby, then such Bond may not be refunded unless the following requirements for Additional Parity Bonds have been met.

- (b) Additional Parity Bonds, including any other *pari passu* additional bonds as may at any later date be authorized by the Issuer or otherwise, may also be issued, and such Additional Parity Bonds shall be on a parity with the Bond herein authorized if all of the following conditions are met:
 - (i) The average annual Net Revenues of the Tax and Excess Revenues when computed for the two (2) Fiscal Years immediately preceding the proposed issuance of the Additional Parity Bonds must have been at least 1.35x times the Maximum Annual Debt Service for any succeeding Fiscal Year period on the Bond, including any Additional Parity Bonds theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the Net Revenue of the Tax and Excess Revenues (but not including bonds which have been refunded or provision otherwise made for their full payment and redemption) and on all the Additional Parity Bonds so proposed to be issued;
 - (ii) The payments to be made into the various funds as described hereinafter must be current;
 - (iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined and certified to in writing by the Authorized Officers; and
 - (iv) The Additional Parity Bonds so proposed to be issued must be payable as to principal on September 1st of each year in which principal falls due, beginning not later than two (2) years from the date of issuance of said Additional Parity Bonds and payable as to interest on March 1st and September 1st of each year.

ARTICLE X.

EVENTS OF DEFAULT

Section 10.1 Events of Default and Remedies. The occurrence of one or more of the following events shall be an Event of Default under this Bond Ordinance and under the Bond:

- (a) if default shall be made in the due and punctual payment of the principal of the Bond when and as the same shall become due and payable, whether at maturity or otherwise; or
- (a) if default shall be made in the due and punctual payment of any installment of interest on the Bond when and as such interest installment shall become due and payable; or

(b) 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 this Bond Ordinance, any supplemental ordinance or in the Bond contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond; or

(c) if the Issuer shall file a petition or otherwise seek relief under any federal or State bankruptcy law or similar law.

Upon the happening and continuance of any Event of Default, the Owners of the Bond shall be entitled to exercise all rights and powers for which provision is made in the Authorizing Legislation or in any provision of applicable law.

ARTICLE XI.

CONCERNING FIDUCIARIES

Section 11.1 Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bond. The designation of the initial Paying Agent in this Bond Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by filing with the Person then performing such function a certified copy of a ordinance giving notice of the termination of the Paying Agent Agreement and appointing a successor and by causing notice to be given to each Owner provided, however, so long as Lender is the Owner of a majority of the Bond, the appointment of a successor Paying Agent shall require Lender's prior written consent. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or state authority. The Authorized Officers are hereby authorized and directed to execute an appropriate Paying Agent Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Paying Agent Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

ARTICLE XII.

MISCELLANEOUS

Section 12.1 Prohibition Against Encumbrances. Except as hereinafter provided in Section 9.1 of this Bond 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 a parity with the lien of the Bond and the interest thereon upon any of the Net Revenues pledged as security therefor in this Bond Ordinance.

Section 12.2 Discharge of Bond Ordinance. If the Issuer shall pay or cause to be paid, or there shall be paid to the Owner(s) of the outstanding Bond, the principal (and redemption price) of and interest on the Bond, at the times and in the manner stipulated in this Bond Ordinance, then

the pledge of the Net Revenues of the Tax, the Excess Revenues or any other money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Lender of Bond shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Bond Ordinance to the Issuer.

Section 12.3 Defeasance. The Bond or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. The Bond shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if there shall have been deposited in trust either money in an amount which shall be sufficient, or other Defeasance Obligations the principal of and the interest on which when due will provide money which, together with the money, if any, deposited in trust with the Paying Agent at the same time, shall be sufficient to pay when due the principal of, premium, if any, and interest to become due on such Bond on and prior to the stated maturity. Neither Defeasance Obligations nor money deposited in trust pursuant to this Section, nor principal or interest payments on any such Defeasance Obligations, shall be withdrawn or used for any such purpose other than, and shall be held in trust for, the payment of the principal of and interest on such Bond. Any cash received from such principal of and interest on such investment securities deposited in trust, if not needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Obligations (which may be noninterest bearing) maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest on such Bond on and prior to the maturity thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the depository, free and clear of any trust, lien, or pledge. Any payment for Defeasance Obligations purchased for the purpose of reinvestment as aforesaid shall be made only against delivery of such Defeasance Obligations.

To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Lender ("Accountant") verifying the sufficiency of the escrow established to pay the Bond in full on the maturity or redemption date ("Verification"), (ii) an opinion of nationally recognized bond counsel to the effect that the Bond is no longer "Outstanding" under this Bond Ordinance, and (iii) a certificate of discharge of the Paying Agent with respect to the Bond; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed to the Issuer, Paying Agent and Lender. The Lender shall be provided with final drafts of the above-reference documentation not less than five business days prior to the funding of the escrow. The Bond shall be deemed "Outstanding" under this Bond Ordinance unless and until it is in fact paid and retired or the above criteria are met.

Section 12.4 Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name the Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

Section 12.5 Notices to Bondholders. Any notices or other communications required or

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

Section 12.6 Evidence of Signatures of Bondholders and Ownership of Bond.

Any requests, consents, revocation of consent or other instrument which the Bond 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 Bond shall be sufficient for any purpose of the Bond 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:

(i) 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;

(ii) the ownership of Bond and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books.

Any request or consent by the Owner of the 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 12.7 Moneys Held for Particular Bond. The amounts held by the Paying Agent for the payment due on any date with respect to the Bond 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 Bond entitled thereto.

Section 12.8 Parties Interested Herein. Nothing in this Bond 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 Bond any right, remedy or claim

under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof, and all the covenants, stipulations, promises and agreements in this Bond 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 Bond.

Section 12.9 No Recourse on the Bond. No recourse shall be had for the payment of the principal of or interest on the Bond or for any claim based thereon or on this Bond Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bond.

Section 12.10 Successors and Assigns. Whenever the Issuer is named or referred to, in this Bond Ordinance, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond 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 12.11 Role of Lender. The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate.

Section 12.12 Privately Negotiated Loan. The Issuer acknowledges and agrees that the Lender is purchasing the Bond as evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. At closing, the Lender will provide its Term Sheet prior to delivery of the Bond. In the event that SEC Rule 15(c) 2-12 requires information regarding the Bond to be reported to EMMA, the Lender reserves the right to review the submission and request that it be redacted in any manner deemed appropriate; provided however, that notwithstanding the foregoing nothing shall prevent the Issuer from complying with its continuing disclosure obligations pursuant to applicable law.

Section 12.13 Lender Requested Changes. Any changes requested by the Lender to the terms of the Bond, as reflected in the Paying Agent Agreement, shall be incorporated in this Bond Ordinance as if set forth in their entirety herein. Any changes to substantive provisions of this

Bond Ordinance, as determined by the President on advice of Bond Counsel, explicitly including, but not limited to, the par amount, interest rate, term, redemption provisions and/or the requisite terms for the of issuance of Additional Parity Bonds, as stated in Article IX herein, be and are hereby incorporated in this Bond Ordinance via this Section.

Section 12.14 Waiver of Jury Trial. Each of the Issuer and the Lender hereby waive any and all right to a trial by jury in any proceeding to review actions by the Issuer as a municipal body under Louisiana Code of Civil Procedure Article 1732(5) and other constitutional and statutory authority, including matters with respect to any controversy or claim between the Issuer and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Bond Ordinance, the Bond or any related document. This provision is a material inducement for the Lender's determination to make the loan to the Issuer and for the Issuer and the Lender to enter into the agreement provided for herein.

Section 12.15 United States Patriot Act. The Issuer represents and warrants to the Lender that neither it nor any of its principals, members, partners, or affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Issuer further represents and warrants to the Lender that the Issuer and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Section 12.16 Section Headings. The headings of the various sections hereof are inserted for convenience of reference.

Section 12.17 Severability. In case any one or more of the provisions of this Bond Ordinance or of the Bond issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bond, but this Bond Ordinance and the Bond 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 this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance and/or the Bond which would not otherwise be valid or legal, shall be deemed to apply to this Bond Ordinance and to the Bond.

Section 12.18 Electronic Signature. The Issuer, acting through the Governing Authority, and Bond Counsel consent and agree herein to the execution of documents by electronic signature in accordance with the Louisiana Uniform Electronic Transactions Act (La. Rev. Statutes 9§2601, et seq.), and electronically executed documents are deemed binding and legal on all parties to the extent allowed by the provisions of that act.

Section 12.19 Effective Date. This Bond Ordinance shall be effective immediately upon final adoption and/or the earliest date allowed by law.

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

<u>Name</u>	<u>Yea</u>	<u>Nay</u>	<u>Abstaining</u>	<u>Absent</u>
Charles W. Cummings				
Chasity Davis				
Floyd Ford				
Marvin Tyrone Richard				
Milton Batiste, III				
Sherell Roberts				

And the bond ordinance was adopted on **August 25, 2020**.

**CITY COUNCIL OF OPELOUSAS
PARISH OF ST. LANDRY, STATE OF LOUISIANA**

JULIUS ALSANDOR
MAYOR

LEISA ANDERSON
CLERK

CERTIFICATE OF AUTHENTICITY

**STATE OF LOUISIANA
PARISH OF ST. LANDRY**

I, the undersigned Clerk to the City Council of Opelousas, State of Louisiana, do hereby certify that the foregoing twenty-four (24) pages constitute a true and correct copy of that ordinance enacted of the City of Opelousas on **August 25, 2020**, to-wit:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$2,627,000) PUBLIC IMPROVEMENT SALES TAX REFUNDING BOND, SERIES 2020 OF THE CITY OF OPELOUSAS, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS, AND CONDITIONS OF SUCH BOND AND PROVIDING FOR THE PAYMENT THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on **August 25, 2020**.

**CITY COUNCIL OF OPELOUSAS
PARISH OF ST. LANDRY, STATE OF LOUISIANA**

(SEAL)

LEISA ANDERSON, CLERK

EXHIBIT A

FORM OF THE BOND

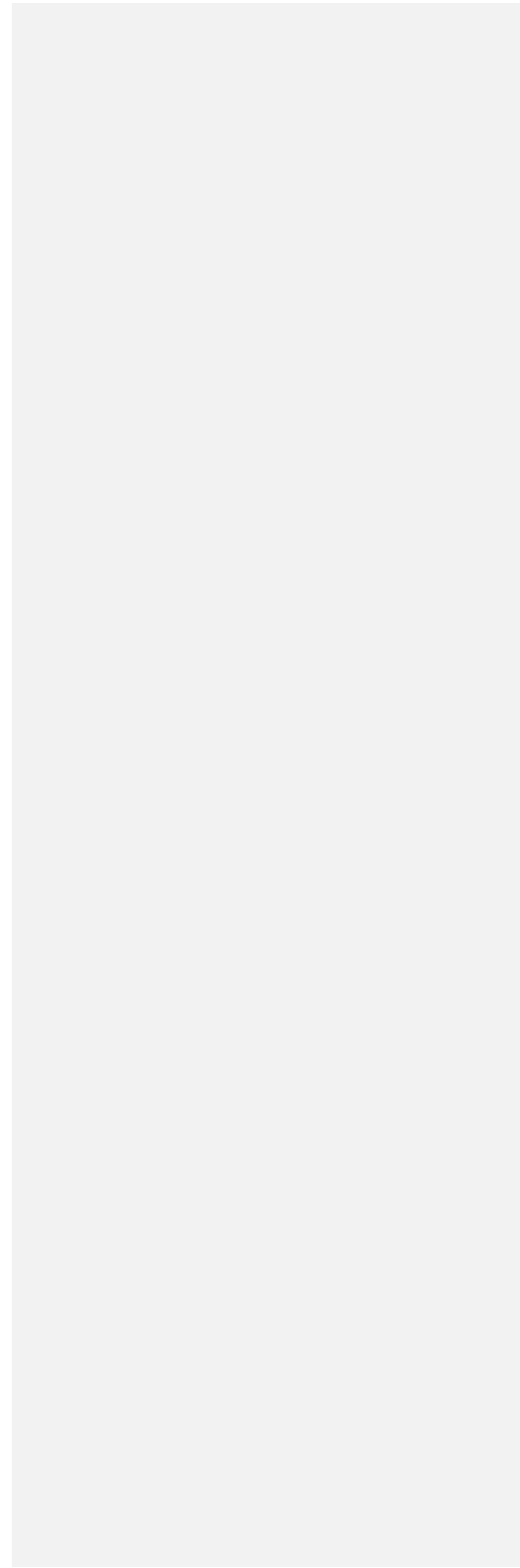


EXHIBIT A

FORM OF THE BOND

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. LANDRY**

CITY OF OPELOUSAS

**PUBLIC IMPROVEMENT SALES TAX REFUNDING BOND
SERIES 2020**

Bond No.	Bond Date	Principal Amount	Maturity Date	Interest Rate
R-1	August 26, 2020	\$2,627,000	September 1, 2028	3.72%_

The **CITY OF OPELOUSAS**, Parish of St. Landry, State of Louisiana (the "**Issuer**"), promises to pay, but solely from the sources and as hereinafter provided, to:

REGIONS EQUIPMENT FINANCE CORPORATION

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with the interest thereon from the Bond Date set forth above or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing March 1, 2021 (each an "**Interest Payment Date**"), at the Interest Rate per annum set forth above and defined herein, said interest to be calculated on a 30 /360 basis (based on a 30 day month and a 360 day year) until said Principal Amount is paid. This Bond shall mature on September 1, 2028 and the principal of this Bond shall be payable in eight (8) installments, payable annually on each September 1, commencing September 1, 2021. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the corporate trust office of Regions Bank, Baton Rouge, Louisiana, or successor thereto (the "**Paying Agent**"). Interest on this Bond is payable by wire transfer or check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Bond has been issued by the Issuer pursuant to an ordinance enacted on August 25, 2020 (the "**Bond Ordinance**"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the herein defined Bond Ordinance.

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

In the event of a Determination of Taxability, the interest rate on the Bond shall be adjusted at the written direction of the Lender to the Taxable Adjusted Rate

This Bond and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer or an obligation, debt or liability of the State of Louisiana and does not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer or the credit or taxing power of the State of Louisiana, but shall be a limited obligation of the Issuer payable solely from and secured by funds pledged for such security of payment in the Bond Ordinance, specifically the Net Revenues of the Tax and the Excess Revenues , for the equal and ratable benefit of the holder, from time to time, of this Bond, except as otherwise provided in the Paying Agent Agreement. Reference is hereby made to the Bond Ordinance of the nature and extent of the security.

The Issuer shall issue no other bonds or obligations of any kind of nature payable from or enjoying a lien on the Net Revenues of the Tax having priority over or on parity with the Bond except as detailed in the Bond Ordinance.

As provided in the Paying Agent Agreement, the Paying Agent shall be the Bond Registrar for this Bond. So long as this Bond shall remain outstanding, there shall be maintained and kept for the Issuer, at the principal corporate trust office of the Paying Agent, a bond register (the "**Bond Register**") for the registration and transfer of this Bond and, upon presentation thereof for such purpose at said office, the Paying Agent shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, this Bond.

Redemption Provisions

Optional Redemption. The Issuer may not prepay any part of the principal balance of this Bond prior to maturity.

Mandatory Scheduled Redemption. The Bond shall be redeemed prior to their maturity (and without further notice to the Owner(s) or the Paying Agent), by payment of scheduled installments, on each of the dates set forth below and in the respective principal amounts set forth opposite each such date, as follows:

YEAR (SEPTEMBER 1)	PRINCIPAL AMOUNT
2021	115,000
2022	321,000
2023	333,000
2024	345,000
2025	358,000
2026	371,000
2027	385,000
2028*	399,000

*Final Maturity

Optional Redemption On Determination of Taxability. If a Determination of Taxability occurs before March 1, 2028, at the option of the Lender, the Bond may be redeemed in whole but not in part following receipt by the Issuer of written notice of such Determination of Taxability at a redemption price equal to 100% of the unpaid principal balance of the Bond Outstanding, plus accrued interest thereon to the date fixed for redemption at the Taxable Adjusted Rate from the date of Determination of Taxability.

The registered Owner of this Bond shall have the right at any time to assign, transfer or convey this Bond or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Issuer unless and until such registered owner has delivered to the Issuer written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner or (ii) banks, insurance companies or other financial institutions or their affiliates. This Bond is transferable only to “Qualified Institutional Buyers” as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1932 (the “Securities Act”) or “Accredited Investors” as defined in Rule 501(a)(1) of Regulation D of the Securities and Exchange Act as per the Investment Letter required by the Bond Ordinance. Nothing herein shall limit the right of the registered owner or its assignees to sell or assign participation interests in this Bond to one or more entities listed in (i) or (ii).

The Issuer shall cause the Bond Register to be kept by the Paying Agent. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form.

As provided in the Bond Ordinance, the Bond is a special and limited obligations of the Issuer

payable from and secured as to payment of the principal and redemption price thereof, and interest thereon, in accordance with their terms and the provisions of the Bond Ordinance from that one percent (1%) sales tax authorized by the electorate on November 26, 1966 pursuant to Article IV §29(A) of the Louisiana Constitution and other statutory authority (the "**Tax**"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the "**Net Revenues of the Tax**") and the excess of annual revenues accruing to the budget of the Issuer for the period during which the Bonds remain outstanding, above statutory, necessary and usual charges as provided for by law (the "**Excess Revenues**").

Copies of the Bond Ordinance are on file at the above mentioned office of the Paying Agent, and reference is hereby made to the Authorizing Legislation and to the Bond Ordinance and any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Owners of the Bond with respect thereto, the terms and conditions upon which the Bond are issued and may be issued thereunder, the terms and provisions upon which this Bond shall cease to be entitled to any lien, benefit or security under the Bond Ordinance and for the other terms and provisions thereof. All covenants, agreements and obligations of the Issuer under the Bond Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this Bond if moneys or certain specified securities shall have been deposited with the Paying Agent.

The Net Revenues of the Tax and the Excess Revenues shall immediately be subject to the lien of this irrevocable pledge and dedication without any physical delivery thereof or further act, and the lien of this irrevocable pledge and dedication shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such persons have notice thereof.

The Issuer has covenanted and agreed and does hereby covenant and agree to budget annually a sufficient sum of money from the Net Revenues of the Tax and the Excess Revenues to pay this Bond, and the interest thereon, as it matures, including any principal and/or interest theretofore matured and then unpaid, and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on this Bond after payment in such years of all statutory, necessary and usual charges. The Issuer, in the Bond Ordinance, has also entered into certain other covenants and agreements with the registered Owner of this Bond, including a provision for the issuance of *pari passu* obligations hereafter under certain conditions and restrictions.

THIS BOND IS A LIMITED AND SPECIAL OBLIGATION OF THE ISSUER AND DOES NOT CONSTITUTE OR CREATE A GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE, THE CITY OF OPELOUSAS, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND. THIS BOND IS NOT A GENERAL OBLIGATION OF THE ISSUER BUT IS A LIMITED AND SPECIAL

REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE PLEDGE AND DEDICATION OF THE SOURCES PROVIDED IN THE BOND ORDINANCE.

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

It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part, necessary to constitute the same legal, binding and valid obligations of the Issuer, have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms apart, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

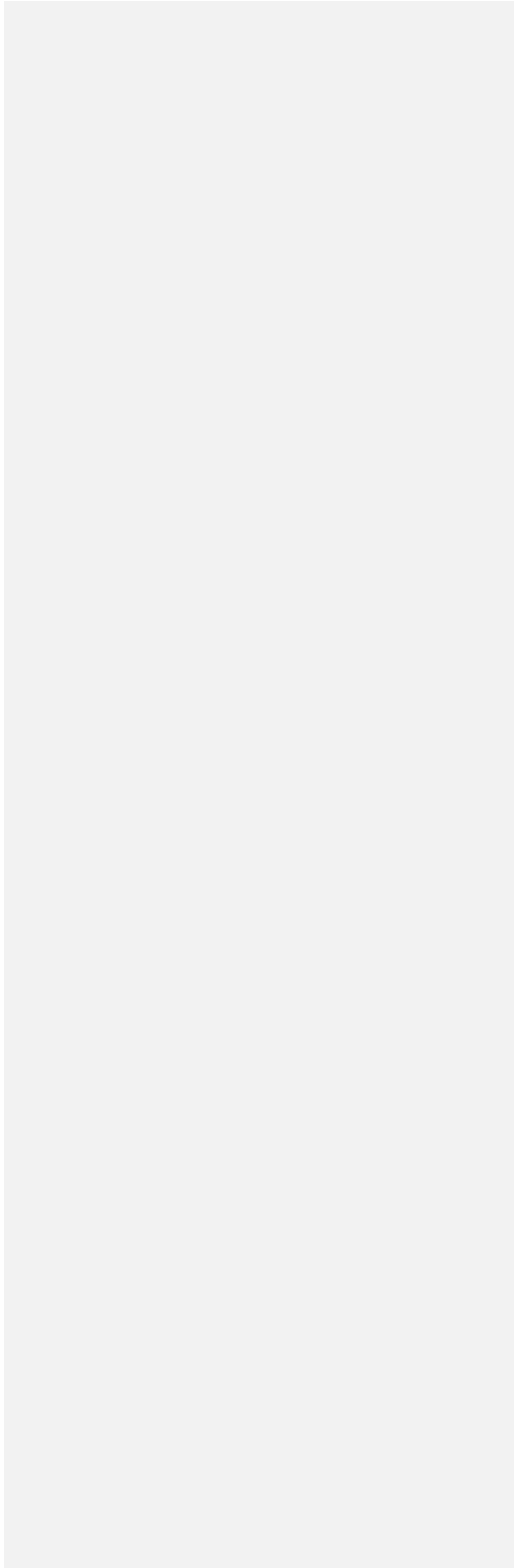
IN WITNESS WHEREOF, we, the Mayor of the City of Opelousas and the Clerk to the City Council of Opelousas, State of Louisiana, have caused this Bond to be executed in our name by our signatures.

**CITY COUNCIL OF THE CITY OF OPELOUSAS
PARISH OF ST. LANDRY, STATE OF LOUISIANA**

JULIUS ALSANDOR
MAYOR

Attest:

LEISA ANDERSON
CLERK



CERTIFICATE OF REGISTRATION

This Bond R-1 has been registered as to principal and interest on the books of the Paying Agent, as Registrar, in the name of the registered owner listed below:

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	BOND NO.	SIGNATURE OF REGISTRAR
Regions Equipment Finance Corporation	August 26, 2020	R-1	By: _____ Name: _____ Officer: _____ Regions Bank as Paying Agent/Bond Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other Identifying Number of Assignee, attorney or agent to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

CERTIFICATE AS TO LEGAL OPINION

I, the undersigned Clerk to the City Council of Opelousas, State of Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of MAHTOOK & LAFLEUR, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to Regions Equipment Finance Corporation representing the original purchaser thereof.

I further certify that an executed copy of the legal opinion below is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

LEISA ANDERSON
CLERK

FORM OF BOND COUNSEL OPINION

August 26, 2020

**CITY COUNCIL OF OPELOUSAS
PARISH OF ST. LANDRY
STATE OF LOUISIANA**

**REGIONS EQUIPMENT FINANCE CORPORATION
BIRMINGHAM, ALABAMA**

**\$2,627,000
CITY OF OPELOUSAS, STATE OF LOUISIANA
PUBLIC IMPROVEMENT SALES TAX REFUNDING BONDS, SERIES 2020**

We have acted as bond counsel to the City of Opelousas State of Louisiana (the "**Issuer**") in connection with the issuance by the Issuer of the above-captioned Bond (the "**Bond**"). The Bond is issued in a fully registered form, is dated, bears interest at the rates, is subject to optional and mandatory redemption, and matures on the date and in the principal amount all as set forth in the Bond Ordinance (hereinafter defined).

The Bond has been issued by the Issuer pursuant to a bond ordinance adopted by the City Council of Opelousas, acting as the governing authority thereof (the "**Governing Authority**") on August 25, 2020 ("**Bond Ordinance**").

The Bond is authorized pursuant to the Louisiana Consolidated Local Government Indebtedness Act, Part A, Chapter 4 of Title 39, Subtitle II, Chapter 4, Section 523 regarding sales tax bonds, Section 526 regarding excess revenue bonds and Section 531 regarding refunding bonds (collectively, the "**Act**") of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority (referred to together, the "**Authorizing Legislation**"). The Bond shall be issued for the purpose of (i) prepaying and refunding of the Refunded Bonds, and (ii) paying the cost of issuance of the Bond.

The Bond is valid and binding special and limited obligations of the Issuer and is secured by and payable solely from an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of that one percent (1%) sales tax authorized by the electorate on November 26, 1966 pursuant to Article IV §29(A) of the Louisiana Constitution and other statutory authority (the "**Tax**"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the "**Net Revenues of the Tax**") and the excess of annual revenues accruing to the budget of the Issuer for the period during which the Bonds remain outstanding, above statutory, necessary and usual charges as provided for by law (the "**Excess Revenues**").

Capitalized terms not otherwise defined herein shall have the meaning given such terms in the Bond Ordinance.

The Issuer, in and by the Bond Ordinance, has entered into certain covenants and agreements with the owner of the Bond with respect to the security and payment of the Bond, for the terms of which reference is made to the Bond Ordinance.

We have examined the provisions of the Louisiana Constitution of 1974 (the "Constitution") and statutes of the State of Louisiana, including the Authorizing Legislation, a certified transcript of the proceedings of the Issuer relating to the issuance of the Bond, and such other documents, proofs and matters of law as we deemed necessary or appropriate to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations contained in the Bond Ordinance, the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

On the basis of the foregoing examinations, we are of the opinion, as of the date hereof and under existing law, as follows:

- (a) The Issuer is a validly existing political subdivision of the State of Louisiana.
- (b) Said proceedings, documents and proofs show lawful authority for the issuance of the Bond, pursuant to the Constitution and statutes, the Authorizing Legislation and the Bond Ordinance.
- (c) The Bond has been duly authorized by the Governing Authority and constitutes a valid and legally binding special and limited obligation of the Issuer and is secured by and payable from a valid and irrevocable pledge and dedication of the Net Revenues of the Tax and in the manner and pursuant to the terms of the Bond Ordinance.
- (d) The Bond Ordinance is in proper form and has been duly filed and recorded in all necessary public records of the state as required by law to notice of, establish, perfect, preserve and protect the lien and privilege without any further action, the Bond Ordinance creates a valid security interest in the Net Revenues of the Tax and the Excess Revenues. No additional filings or recordation is necessary to protect and maintain the validity, priority effectiveness or enforcement of the Bond Ordinance.
- (e) Interest on the Bond is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the individual federal alternative minimum tax for individuals and corporations, however, interest on the Bond held by a corporation (other than an S Corporation, regulated investment company or real estate investment trust) indirectly may be subject to federal alternative minimum tax because of its inclusion in the adjusted current earning of a corporate holder.
- (f) Under the Authorizing Legislation, the Bond and the interest thereon are exempt from all State of Louisiana taxes or any political subdivision thereof.
- (g) The Bond is not a "private activity bond" within the meaning of the Code.

In rendering the opinions expressed in paragraphs 4 through 6 (inclusive) above, we have relied on representations of the Issuer with respect to matters solely within the knowledge of the Issuer which we have not independently verified, and have assumed continuing compliance with the covenants in the Bond Ordinance, Paying Agent and Registrar Agreement and Tax Certificate pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Bond for federal income tax purposes. In the event that such representations are determined to be inaccurate or incomplete, or the Issuer fails to comply with the foregoing covenants, interest on the Bond could be includable in gross income for federal income tax purposes from the date its original delivery, regardless of the date on which the event causing such inclusion occurs.

The accrual or receipt of interest on the Bond may otherwise affect the federal income tax liability of certain recipients. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences and investors should consult their tax advisors regarding the tax consequences of purchasing or holding the Bond.

It is to be understood that the rights of the owner of the Bond and the enforceability of the Bond and the other documents enumerated above may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of the sovereign police powers of the State or its governmental bodies and the exercise of judicial discretion in appropriate cases.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "**Service**"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bond.

For the purposes of this opinion, our services as Bond Counsel have not extended beyond the examinations and expressions of the conclusions referred to above. Except as stated above, no opinion is expressed as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Bond.

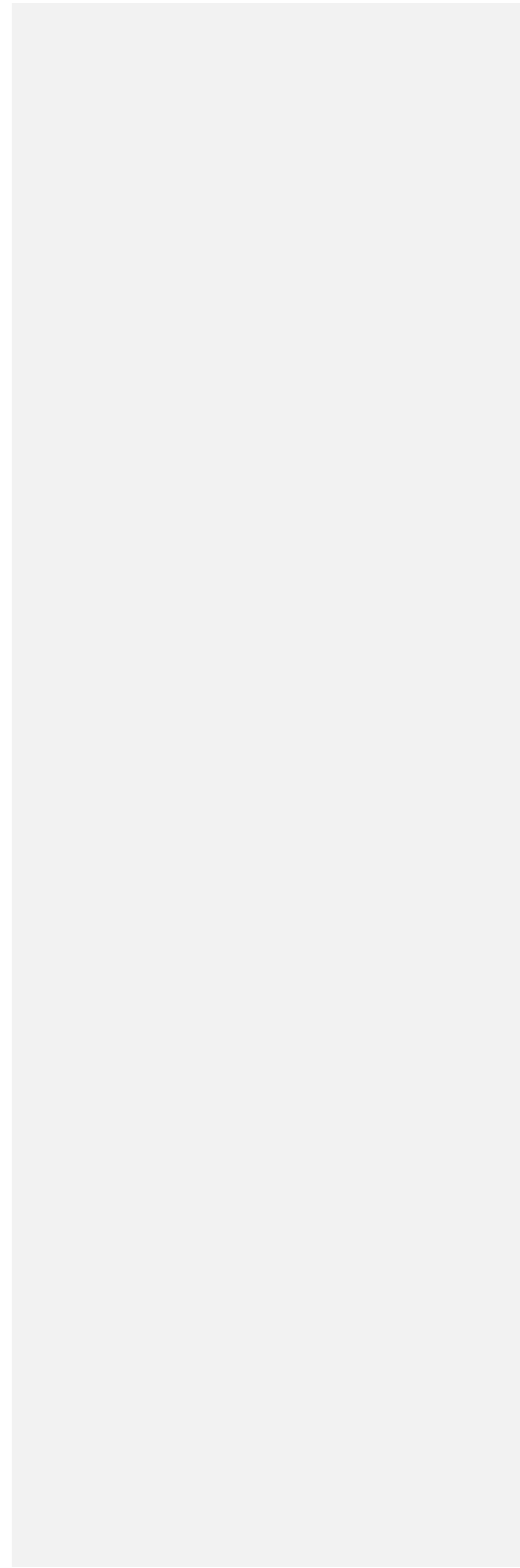
This opinion is intended for the addressees only and their successors and assigns and is not to be used, circulated, quoted or otherwise referred to for any purpose or by any other person without express, written consent.

Respectfully submitted,

MAHTOOK & LAFLEUR
BY ERIC LAFLEUR

EXHIBIT B

TERM SHEET





August 7, 2020

Mr. Purvis Morrison, City Manager
City of Opelousas
105 N. Main St
Opelousas, La 70570

Reference: Up to \$2,750,000 Non-Bank Qualified Term Loan to be evidenced by a promissory note, bond, or debt instrument (the "Debt Instrument")

Dear Mr. Morrison:

Regions Equipment Finance Corporation (the "**Lender**") is pleased to furnish this Term Sheet (this "**Term Sheet**") to the City of Opelousas (the "**Borrower**") for a up to \$2,750,000 Tax Exempt, Non-Bank Qualified Loan (the "**Loan**") for the purposes set forth below. We understand that the Borrower intends to close the Loan on or before August 31, 2020 (the "**Anticipated Closing Date**").

This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Below you will find the proposed set of terms and conditions associated with this Term Sheet:

Lender: Regions Equipment Finance Corporation

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

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



Purpose: The proceeds of the Loan will be used to (i) refund the Series 2012 Public Improvement Bonds and (ii) to pay the costs of issuance (collectively, the “Project”).

Loan Amount: Up to \$2,750,000.

Structure: Non-Bank Qualified Tax-Exempt Revenue Backed Term Loan evidenced by a promissory note, bond or other debt instrument (the “Debt Instrument”).

Interest Rate: The Loan is a **Tax-Exempt, Non-Bank Qualified** Loan.
The Loan will bear interest at a fixed rate of 3.72% per annum for eight (8) years.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 2%.

Repayment: Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) on March 1 and September 1, commencing March 1, 2021. Annual principal payments will be payable each September 1, commencing September 1, 2021. Graduated principal payments due as set forth in Exhibit A. All payments are due on the same calendar day of the month.

Maturity Date: September 1, 2028.

Prepayment: The Borrower may not prepay any part of the principal balance of this Note.

Facility Fee: \$5,000.

Other Fees, Costs and Expenses: The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated.

Security: Pursuant to the Loan Documents, as security for all amounts payable to the Lender or any affiliate thereof in connection with the Loan, the Borrower will provide the following:

- (i) a pledge of and a perfected first lien upon the perpetual 1% Sales Tax of the Borrower, previously authorized by the electorate of the Borrower on November 26, 1966;
- (ii) a pledge of and a perfected first lien upon Excess Revenues of the Borrower, including all cash, moneys, securities and investments held in the funds and accounts established under the Bond Ordinance.



Taxability and Changes in Tax Rate: Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Representations and Warranties: Usual and customary for this type of financing.

Covenants: Usual and customary for this type of financing, including but not limited to the following:

- (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:
 - (i) Audited financial statements within 180 days after the end of the each of the Borrower's fiscal years;
 - (2) The Borrower shall achieve and observe certain financial covenants to include, without limitation, the following:
 - (i) Additional Bonds Test - The Issuer may issue additional bonds (the "Additional Bonds") with a parity lien on the Sales Tax and Excess Revenues provided that the two preceding fiscal years must have been at least 1.35x times the maximum annual debt service in any future year on all parity bonds.

Defaults: Usual and customary for this type of financing.

Remedies: The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

- (i) an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Louisiana to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Louisiana.

Lender Counsel and Lender Counsel Fee: Carmen Lavergne with Butler Snow, L.L.P. will act as Lender Counsel. Lender Counsel Fee not to exceed \$8,000.



Paying Agent and Paying Agent Fee: Regions Corporate Trust to serve as Paying Agent. Paying Agent Fee of \$1,000 payable annually in advance.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

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

Confidentiality: The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein **CONFIDENTIAL**. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

Governing Law: State of Louisiana

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

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through **August 14, 2020**. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.



EXHIBIT A

Principal
Repayment
Schedule

<u>September 1</u>	<u>Principal</u>
2021	114,000
2022	322,000
2023	333,000
2024	346,000
2025	358,000
2026	370,000
2027	382,000
2028	396,000



EXHIBIT B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

Borrower Signature:

By: _____

Name: _____

Title: _____