

1 Introduced February 8, 1994, by
2 Councilwoman Williams, seconded by
3 Councilman Van Sandt

4
5 **Item No. 94-02-1714**

6
7 **ORDINANCE NO. 2553**

8
9 An ordinance providing for the sale and issuance of Not Exceeding Five
10 Million Six Hundred Thousand Dollars (\$5,600,000) of General Obligation Refunding
11 Bonds, Series 1994, of the City of Slidell, State of Louisiana; prescribing the form, fixing the
12 details and providing for the rights of the owners thereof; providing for the payment of the
13 principal of and interest on such bonds and the application of the proceeds thereof to the
14 refunding of certain bonds of said City; and providing for other matters in connection
15 therewith.

16
17 WHEREAS, pursuant to the provisions of Article VI, Section 33 of the
18 Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4 and Chapter
19 14-A, Title 39 of the Louisiana Revised Statutes of 1950, and other constitutional and
20 statutory authority supplemental thereto, and a special election held on November 8, 1988,
21 the results of which were duly promulgated in accordance with law, the City of Slidell, State
22 of Louisiana (the "Issuer") acting through its governing authority, the Slidell City Council
23 (the "Governing Authority"), issued (i) \$1,100,000 of General Obligation Water Bonds,
24 Series 1989A (the "Series 1989A Bonds"), (ii) \$1,900,000 of General Obligation Sewer
25 Bonds, Series 1989B (the "Series 1989B Bonds") and (iii) \$3,300,000 of General Obligation
26 Refunding Bonds, Series 1989C (the "Series 1989C Bonds"), dated March 1, 1989, of
27 which \$5,525,000 will be outstanding after March 1, 1994; and

28
29 WHEREAS, the Issuer has found and determined that the refunding of
30 \$4,365,000 of the Series 1989A Bonds, Series 1989B Bonds and Series 1989C Bonds,
31 maturing March 1, 2000 to March 1, 2009, inclusive (collectively, the "Refunded Bonds"),
32 would be financially advantageous to the Issuer; and

33
34 WHEREAS, the Issuer is authorized to borrow money and issue general
35 obligation bonds payable from ad valorem taxes to advance refund its outstanding general
36 obligation bonds, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes
37 of 1950, as amended (the "Act"), and other constitutional and statutory authority; and

38
39 WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised
40 Statutes of 1950, and other constitutional and statutory authority, it is now the desire of the
41 Issuer to adopt the Bond Ordinance in order to provide for the issuance of four million eight
42 hundred seventy-five thousand dollars (\$4,875,000) principal amount of its General
43 Obligation Refunding Bonds, Series 1994 (the "Bonds"), for the purpose of advance
44 refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the
45 purchasers thereof; and

46
47 WHEREAS, it is necessary to provide for the application of the proceeds of
48 the Bonds and to provide for other matters in connection with the payment or redemption
49 of the Refunded Bonds; and

50
51 WHEREAS, in connection with the issuance of the Bonds, it is necessary that
52 provision be made for the payment of the principal and interest of the Refunded Bonds
53 described in Exhibit A hereto, and to provide for the call for redemption of the Refunded
54 Bonds, pursuant to a Notice of Defeasance and Call for Redemption; and

55
56 WHEREAS, it is necessary that this Slidell City Council, as the governing
57 authority of the Issuer, prescribe the form and content of the Escrow Deposit Agreement
58 providing for the payment of the principal and interest of the Refunded Bonds and authorize
59 the execution thereof as hereinafter provided; and

60
61 WHEREAS, the Issuer desires to sell the Bonds to the purchasers thereof and
62 to fix the details of the Bonds and the terms of the sale of the Bonds;

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64 NOW, THEREFORE, BE IT ORDAINED by the Slidell City Council, acting as
65 the governing authority of the Issuer, that:

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ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings unless the context otherwise requires:

"Act" shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

"Bond" or "Bonds" shall mean any or all of the General Obligation Refunding Bonds, Series 1994, of the Issuer, issued pursuant to the Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then outstanding.

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

"Business Day" shall mean a day of the year other than a day on which banks located in New Orleans, Louisiana and the cities in which the principal offices of the Escrow Agent and the Paying Agent are located are required or authorized to remain closed.

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

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Bonds.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

"Defeasance Obligations" shall mean (a) cash, or (b) non-callable Government Securities.

"Escrow Agent" shall mean First National Bank of Commerce, in the City of New Orleans, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated as of March 1, 1994, between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

"Executive Officers" shall mean collectively the Mayor and the Clerk of the Council.

"Governing Authority" shall mean the Slidell City Council or its successor in function.

"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, commencing September 1, 1994.

1 "Issuer" shall mean the City of Slidell, State of Louisiana.

2
3 "Outstanding", when used with reference to the Bonds, shall mean, as of any date, all
4 Bonds theretofore issued under the Bond Ordinance, except:

5
6 (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent
7 for cancellation;

8
9 (b) Bonds for the payment or redemption of which sufficient Defeasance Obligations
10 have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Bonds
11 as provided in Section 13.1 hereof, provided that if such Bonds are to be redeemed, irrevocable
12 notice of such redemption has been duly given or provided for pursuant to the Bond Ordinance, to
13 the satisfaction of the Paying Agent, or waived;

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15 (c) Bonds in exchange for or in lieu of which other Bonds have been registered and
16 delivered pursuant to the Bond Ordinance; and

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18 (d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been
19 paid as provided in the Bond Ordinance or by law.

20
21 "Owner" shall mean the Person reflected as registered owner of any of the Bonds on
22 the registration books maintained by the Paying Agent.

23
24 "Paying Agent" shall mean First National Bank of Commerce, in the City of New
25 Orleans, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have
26 become such pursuant to the applicable provisions of the Bond Ordinance, and thereafter "Paying
27 Agent" shall mean such successor Paying Agent.

28
29 "Person" shall mean any individual, corporation, partnership, joint venture, association,
30 joint-stock company, trust, unincorporated organization, or government or any agency or political
31 subdivision thereof.

32
33 "Purchaser" shall mean Howard, Weil, Labouisse, Friedrichs Incorporated, of New
34 Orleans, Louisiana.

35
36 "Record Date" shall mean, with respect to an Interest Payment Date, the fifteenth day
37 of the calendar month next preceding such Interest Payment Date, whether or not such day is a
38 Business Day.

39
40 "Refunded Bonds" shall mean those serial maturities of the Issuer's outstanding
41 General Obligation Water Bonds, Series 1989A, General Obligation Sewer Bonds, 1989B and
42 General Obligation Refunding Bonds, Series 1989C, all dated March 1, 1989, which mature March
43 1, 2000 to March 1, 2009, inclusive, which are being refunded by the Bonds, as more fully described
44 in Exhibit A hereto.

45
46 "State" shall mean the State of Louisiana.

47
48 SECTION 1.2. Interpretation. In the Bond Ordinance, unless the context otherwise
49 requires, (a) words importing the singular include the plural and vice versa, (b) words of the
50 masculine gender shall be deemed and construed to include correlative words of the feminine and
51 neuter genders and (c) the title of the offices used in the Bond Ordinance shall be deemed to include
52 any other title by which such office shall be known under any subsequently adopted charter.

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54 **ARTICLE II**

55
56 **AUTHORIZATION AND ISSUANCE OF BONDS**

57
58 SECTION 2.1. Authorization of Bonds; Refunding of Refunded Bonds. (a) The
59 Bond Ordinance creates a series of bonds of the Issuer to be designated "General Obligation
60 Refunding Bonds, Series 1994, of the City of Slidell, State of Louisiana" and provides for the full and
61 final payment of the principal or redemption price of and interest on all the Bonds.

62
63 (b) The Bonds issued under the Bond Ordinance shall be issued for the purpose of
64 advance refunding the Refunded Bonds through the escrow of a portion of the proceeds of the

1 Bonds, together with other available moneys of the Issuer, in Government Securities plus an initial
2 cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for the
3 payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or
4 upon earlier redemption as provided in Section 15.1 hereof.

5
6 (c) Provision having been made for the orderly payment until maturity or earlier
7 redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and
8 acknowledged that as of the date of delivery of the Bonds under the Bond Ordinance, provision will
9 have been made for the performance of all covenants and agreements of the Issuer incidental to the
10 Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer
11 is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to
12 assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in
13 accordance with the provisions of the Escrow Agreement.

14
15 (d) The Escrow Agreement is hereby approved by the Issuer, and the Executive
16 Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf
17 of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or
18 completions deemed appropriate by such signing officials, and it is expressly provided and covenanted
19 that all of the provisions for the payment of the principal of, premium, if any, and interest on the
20 Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly
21 observed and followed in all respects.

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25 **ARTICLE III**

26
27 **GENERAL TERMS AND PROVISIONS OF THE BONDS**

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29 SECTION 3.1. Bond Ordinance to Constitute Contract. In consideration of the
30 purchase and acceptance of the Bonds by those who shall own the same from time to time, the
31 provisions of the Bond Ordinance shall be a part of the contract of the Issuer with the Owners of
32 the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the
33 Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth
34 to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security
35 of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of
36 its issue or maturity, shall be of equal rank without preference, priority or distinction over any other
37 thereof except as expressly provided in the Bond Ordinance.

38
39 SECTION 3.2. Obligation of Bonds. The Bonds shall constitute general obligations
40 of the Issuer, and the full faith and credit of the Issuer is hereby pledged for their payment and for
41 the payment of all the interest thereon. The Issuer is bound under the terms and provisions of law
42 and the Bond Ordinance to impose and collect annually, in excess of all other taxes, a tax on all the
43 property subject to taxation within the territorial limits of the Issuer, sufficient to pay the principal
44 of and interest on the Bonds falling due each year, said tax to be levied and collected by the same
45 officers, in the same manner and at the same time as other taxes are levied and collected within the
46 territorial limits of the Issuer. All ad valorem taxes levied by the Issuer in each year for the payment
47 of the Bonds shall, upon their receipt, be transferred to the Governing Authority, which shall have
48 responsibility for the deposit of such receipts and for the investment and reinvestment of such
49 receipts and the servicing of the Bonds and any other general obligation bonds of the Issuer.

50
51 SECTION 3.3. Authorization and Designation. Pursuant to the provisions of the
52 Act, there is hereby authorized the issuance of Four Million Eight Hundred Seventy-Five Thousand
53 Dollars (\$4,875,000) principal amount of Bonds of the Issuer to be designated "General Obligation
54 Refunding Bonds, Series 1994, of the City of Slidell, State of Louisiana," for the purpose of advance
55 refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in Exhibit C
56 hereto, with such necessary or appropriate variations, omissions and insertions as are required or
57 permitted by the Act and the Bond Ordinance.

58
59 This Governing Authority hereby finds and determines that upon the issuance of the
60 Bonds, the total outstanding amount of general obligation bonds of the Issuer issued and considered
61 to be outstanding will not exceed the Issuer's general obligation bond limit.
62

1 SECTION 3.4. Denominations, Dates, Maturities and Interest. The Bonds are
 2 issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount
 3 or any integral multiple thereof within a single maturity, and shall be numbered R-1 upward.
 4

5 The Bonds shall be dated March 1, 1994, shall bear interest payable on March 1 and
 6 September 1 of each year, commencing September 1, 1994, shall bear interest at the following interest
 7 rates and shall mature on March 1 in the years and in the principal amounts, as follows:
 8

9	DATE	PRINCIPAL	INTEREST	DATE	PRINCIPAL	INTEREST
10	(MARCH 1)	PAYMENT	RATE	(MARCH 1)	PAYMENT	RATE
11	1995	\$ 50,000	3.15%	2003	\$415,000	4.80%
12	1996	50,000	3.45	2004	440,000	4.85
13	1997	55,000	3.85	2005	460,000	5.10
14	1998	55,000	4.10	2006	495,000	5.25
15	1999	60,000	4.30	2007	525,000	5.35
16	2000	350,000	4.40	2008	560,000	5.45
17	2001	370,000	4.55	2009	600,000	5.50
18	2002	390,000	4.70			

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 22 The principal and premium, if any, of the Bonds are payable in such coin or currency
 23 of the United States of America as at the time of payment is legal tender for payment of public and
 24 private debts at the principal corporate trust office of the Paying Agent, upon presentation and
 25 surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest
 26 Payment Date by the Paying Agent to the Owner thereof (determined as of the close of business on
 27 the Record Date) at the address of such Owner as it appears on the registration books of the Paying
 28 Agent maintained for such purpose.
 29

30 Except as otherwise provided in this Section, Bonds shall bear interest from date
 31 thereof or from the most recent Interest Payment Date to which interest has been paid or duly
 32 provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall
 33 default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such
 34 Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid
 35 on the Bonds, or if no interest has been paid on the Bonds, from their dated date.
 36

37 The person in whose name any Bond is registered at the close of business on the
 38 Record Date (unless such Bond has been called for redemption on a redemption date which is prior
 39 to such Interest Payment Date) shall in all cases be entitled to receive the interest payable on such
 40 Interest Payment Date notwithstanding the cancellation of such Bond upon any registration of
 41 transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment
 42 Date.
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44 **ARTICLE IV**

45 **GENERAL TERMS AND PROVISIONS OF THE BONDS**

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 48 SECTION 4.1. Exchange of Bonds; Persons Treated as Owners. The Issuer shall
 49 cause books for the registration and for the registration of transfer of the Bonds as provided in the
 50 Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying
 51 Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and
 52 under reasonable regulations established by the Paying Agent said list may be inspected and copied
 53 by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding
 54 principal amount of the Bonds.
 55

56 All Bonds presented for registration of transfer or exchange shall be accompanied by
 57 a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory
 58 to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.
 59

60 Upon surrender for registration of transfer of any Bond, the Paying Agent shall
 61 register and deliver in the name of the transferee or transferees one or more new fully registered
 62 Bonds of authorized denomination and like aggregate principal amount. At the option of the Owner,
 63 Bonds may be exchanged for other Bonds of authorized denominations and like aggregate principal
 64 amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the
 65 Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register
 66 and deliver in exchange therefor the Bond or Bonds which the Owner making the exchange shall be
 67 entitled to receive.

1 No service charge to the Owners shall be made by the Paying Agent for any exchange
2 or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting
3 an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other
4 governmental charge that may be imposed in relation thereto.
5

6 The Issuer and the Paying Agent shall not be required (a) to issue, register the
7 transfer of or exchange any Bond during a period beginning at the opening of business on the 15th
8 calendar day of the month next preceding an Interest Payment Date or any date of selection of Bonds
9 to be redeemed and ending at the close of business on the Interest Payment Date or day on which
10 the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond
11 so selected for redemption in whole or in part.
12

13 All Bonds delivered upon any registration of transfer or exchange of Bonds shall be
14 valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under the
15 Bond Ordinance as the Bonds surrendered.
16

17 Prior to due presentment for registration of transfer of any Bond, the Issuer and the
18 Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in
19 whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not
20 such Bond shall be overdue, and shall not be bound by any notice to the contrary.
21

22 SECTION 4.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall
23 become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Issuer may in its
24 discretion adopt a resolution and thereby authorize the issuance and delivery of a new Bond in
25 exchange for and substitution for such mutilated or improperly cancelled Bond, or in lieu of and
26 substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the
27 Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation,
28 destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and
29 the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as
30 the Issuer may require, (iii) compliance with such other reasonable regulations and conditions as the
31 Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur.
32 All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section
33 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute
34 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost,
35 stolen or destroyed, without surrender thereof.
36

37 Any such duplicate Bond issued pursuant to this Section shall constitute an original,
38 additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or
39 destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects
40 identical with those replaced except that it shall bear on its face the following additional clause:
41

42 "This bond is issued to replace a lost, cancelled or destroyed bond
43 under the authority of R.S. 39:971 through 39:974."
44

45 Such duplicate Bond may be signed by the facsimile signatures of the same officers
46 who signed the original Bonds, provided, however, that in the event the officers who executed the
47 original Bonds are no longer in office, then the new Bonds may be signed by the officers then in
48 office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to
49 lien and source and security for payment as provided herein with respect to all other Bonds
50 hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations
51 upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those
52 conferred by the original Bonds.
53

54 SECTION 4.3. Preparation of Definitive Bonds, Temporary Bonds. Until the
55 definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section
56 4.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and
57 conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten
58 Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or
59 Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as
60 may be appropriate to temporary Bonds.
61

62 SECTION 4.4. Cancellation of Bonds. All Bonds paid or redeemed either at or
63 before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly
64 cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Clerk of
65 the Council of the Issuer an appropriate certificate of cancellation.
66

1 SECTION 4.5. Execution. The Bonds shall be executed in the name and on behalf
2 of the Issuer by the manual or facsimile signatures of the Executive Officers, and the corporate seal
3 of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise
4 reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of
5 the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been
6 actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued
7 as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers
8 shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective
9 facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer
10 may adopt and use for that purpose the facsimile signature of any person or persons who shall have
11 been such officer at any time on or after the date of such Bond, notwithstanding that at the date of
12 such Bond such person may not have held such office or that at the time when such Bond shall be
13 delivered such person may have ceased to hold such office.
14

15 SECTION 4.6. Registration by Paying Agent. No Bond shall be valid or obligatory
16 for any purpose or entitled to any security or benefit under the Bond Ordinance unless and until a
17 certificate of registration on such Bond substantially in the form set forth in Exhibit C hereto shall
18 have been duly executed on behalf of the Paying Agent by a duly authorized signatory, and such
19 executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such
20 Bond has been executed, registered and delivered under the Bond Ordinance.
21

22 ARTICLE V

23 APPLICATION OF PROCEEDS

24 SECTION 5.1. Application of Bond Proceeds and Accrued Interest. (a) As provided
25 in Sections 8.1 and 8.2, the proceeds of the Bonds (exclusive of accrued interest), together with
26 certain other moneys provided by the Issuer, shall be deposited in the special trust funds established
27 pursuant to the Escrow Agreement and applied and invested as therein provided. The proceeds and
28 other moneys and/or securities so deposited in the Escrow Fund and the Expense Fund, together with
29 the interest earned from the investment thereof, shall be sufficient to pay the principal of, premium
30 and interest on the Refunded Bonds as the same mature or are redeemed and become due, and the
31 Costs of Issuance of the Bonds.
32

33 (b) Upon the delivery of the Bonds, the amount, if any, received as accrued interest
34 shall be invested in investments permitted by the laws of the State and applied by this Governing
35 Authority to pay interest falling due on the Bonds on the first Interest Payment Date.
36

37 ARTICLE VI

38 PAYMENT OF BONDS

39 SECTION 6.1. Deposit of Funds With Paying Agent. The Issuer covenants that it
40 will deposit or cause to be deposited with the Paying Agent from the moneys derived from the
41 collection of taxes levied for the payment of the Bonds or other funds available for such purpose, at
42 least one Business Day in advance of each Interest Payment Date, funds fully sufficient to pay
43 promptly the principal and interest so falling due on such Interest Payment Date.
44

45 ARTICLE VII

46 REDEMPTION OF BONDS

47 SECTION 7.1. Bonds Subject to Redemption. The Bonds maturing March 1, 2005,
48 and thereafter, shall be callable for redemption by the Issuer in full at any time on and after March
49 1, 2004, or in part, in the inverse order of their maturities, and if less than a full maturity, then by
50 lot within such maturity, on any Interest Payment Date on or after March 1, 2004, at the principal
51 amount thereof plus accrued interest to the date of redemption. Any Bonds made the subject of such
52 call or calls shall be redeemed at the principal amount thereof and accrued interest to the redemption
53 date.
54

55 In the event a Bond to be redeemed is of a denomination larger than \$5,000, a
56 portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be
57 redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent
58 and such partial redemption shall be noted thereon or there shall be delivered to the Owner of such
59 Bond, a Bond or Bonds of the same maturity and of any authorized denomination or denominations
60 as requested by such Owner in aggregate principal amount equal to and in exchange for the
61 unredeemed portion of the principal of the Bond so surrendered.
62

1 SECTION 7.2. Notice to Paying Agent. In the case of any redemption of Bonds,
2 the Issuer shall give written notice to the Paying Agent of the election so to redeem and the
3 redemption date, and of the principal amounts and numbers of the Bonds or portions of Bonds of
4 each maturity to be redeemed. Such notice shall be given at least thirty (30) days prior to the
5 redemption date. In the event notice of redemption shall have been given as provided in Section 7.4,
6 the Issuer shall, on or before the redemption date, deposit moneys available therefor with the Paying
7 Agent in an amount which, in addition to other amounts, if any, available therefor held by the Paying
8 Agent will be sufficient to redeem on the redemption date, at the redemption price thereof together
9 with accrued interest to the redemption date, all of the Bonds to be redeemed.

10
11 SECTION 7.3. Selection of Bonds to be Redeemed by Lot. In the event of
12 redemption of less than all the Outstanding Bonds of like maturity, such Bonds shall be redeemed
13 by lot or in such other manner as shall be deemed fair and equitable by the Paying Agent for random
14 selection.

15
16 SECTION 7.4. Notice of Redemption. Notice of any such redemption shall be given
17 by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid,
18 not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to
19 be redeemed in whole or in part at the address shown on the registration books maintained by the
20 Paying Agent. Failure to give such notice by mailing to any Owner, or any defect therein, shall not
21 affect the validity of any proceedings for the redemption of other Bonds. All notices of redemption
22 shall state (i) the redemption date; (ii) the redemption price; (iii) if less than all the Bonds are to be
23 redeemed, the identifying number (and in the case of partial redemption, the respective principal
24 amounts) and CUSIP number of the Bonds to be redeemed; (iv) that on the redemption date the
25 redemption price will become due and payable on each such Bond and interest thereon will cease to
26 accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered
27 for payment. Any notice mailed as provided in this Section shall be conclusively presumed to have
28 been duly given, whether or not the Owner of such Bonds receives the notice. On or before any
29 redemption date the Paying Agent shall segregate and hold in trust funds furnished by the Issuer for
30 the payment of the Bonds or portions thereof called, together with accrued interest thereon and
31 premium, if any, to the redemption date. Upon the giving of notice and the deposit of funds for
32 redemption, interest on such Bonds or portions thereof thus called shall no longer accrue after the
33 date fixed for redemption. If said moneys shall not be so available on the redemption date, such
34 Bonds shall continue to bear interest until paid at the same rate as they would have borne had they
35 not been called for redemption. No payment shall be made by the Paying Agent upon any Bond or
36 portion thereof called for redemption until such Bond or portion thereof shall have been delivered
37 for payment or cancellation or the Paying Agent shall have received the items required by Section
38 3.2 with respect to any mutilated, lost, stolen or destroyed Bond. Upon surrender of any Bond for
39 redemption in part only, the Paying Agent shall register and deliver to the Owner thereof a new
40 Bond or Bonds of authorized denominations of maturity and interest rate in an aggregate principal
41 amount equal to the unredeemed portion of the Bond surrendered.

42
43 SECTION 7.5. Payment of Redeemed Bonds. Notice having been given in the
44 manner provided in Section 5.4, the Bonds or portions thereof so called for redemption shall become
45 due and payable on the redemption date so designated at the redemption price, plus interest accrued
46 and unpaid to the redemption date, and, upon presentation and surrender thereof at the office
47 specified in such notice, such Bonds or portions thereof shall be paid at the redemption price plus
48 interest accrued and unpaid to the redemption date.

49
50 SECTION 7.6. Purchase of Bonds. The Paying Agent shall endeavor to apply any
51 moneys furnished by the Issuer for the redemption of Bonds (but not committed to the redemption
52 of Bonds as to which notice of redemption has been given) to the purchase of appropriate
53 outstanding Bonds. In accordance with Section 4.4, any Bonds so purchased shall be cancelled.
54 Subject to the above limitations, the Paying Agent, at the direction of the Issuer, shall purchase
55 Bonds at such times, for such prices, in such amounts and in such manner (whether after
56 advertisement for tenders or otherwise) with monies made available by the Issuer for such purpose,
57 provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a

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ARTICLE VIII

PARTICULAR COVENANTS, ADDITIONAL BONDS

SECTION 8.1. Obligations of the Issuer in Connection with the Issuance of the Bonds. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to:

(a) Deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from the issuance and sale of the Bonds (exclusive of accrued interest), together with additional moneys of the Issuer, as will enable the Escrow Agent to immediately make an initial cash deposit and purchase non-callable government securities described in the Escrow Agreement, which, together with the initial cash deposit deposited therein, shall mature in principal and interest in such a manner as to provide at least the required cash amount on or before each payment date for the Refunded Bonds (said amounts being necessary on each of the designated dates to pay and retire or redeem the Refunded Bonds, including premiums, if any, payable upon redemption). Prior to or concurrently with the delivery of the Bonds, the Issuer shall obtain an independent mathematical verification that the moneys and obligations required to be irrevocably deposited in trust in the Escrow Fund with the Escrow Agent, together with the earnings to accrue thereon, will always be sufficient for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as provided in Section 5.1 hereof.

(b) Deposit in trust with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to the establishment and administration of the Escrow Fund.

SECTION 8.2. Application of Proceeds of Bonds. As provided in Section 8.1, the proceeds of the Bonds (exclusive of accrued interest, which shall be applied by the Issuer to the payment of interest falling due on the Bonds on the first Interest Payment Date), together with additional moneys of the Issuer, shall be irrevocably and irrevocably deposited by the Issuer with the Escrow Agent under the terms and conditions established in the Escrow Agreement. Provision is made in the Escrow Agreement for the investment of a portion of the moneys deposited in the Escrow Fund established thereby in non-callable government securities maturing in principal and interest in such amounts and at such times as will provide, together with the cash deposited in the Escrow Fund from the proceeds of the Bonds, sufficient moneys as will be required to pay and retire the Refunded Bonds as described in Section 8.1 hereof, it being understood that the income or earnings to be derived or realized from such investment shall be considered as amounts available to retire or redeem the Refunded Bonds on any date on or after the maturity dates of the interest or the principal amounts of such investments. The moneys so deposited with the Escrow Agent shall constitute a trust fund irrevocably dedicated for the use and benefit of the owners of the Refunded Bonds.

SECTION 8.3. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

ARTICLE IX

SUPPLEMENTAL BOND ORDINANCES

SECTION 9.1. Supplemental Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms:

- (a) to add to the covenants and agreements of the Issuer in the Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;
- (b) to add to the limitations and restrictions in the Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;
- (c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Bond Ordinance, but only if the surrender of such

1 right, power or privilege is not contrary to or inconsistent with the covenants
2 and agreements of the Issuer contained in the Bond Ordinance;

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4 (d) to cure any ambiguity, supply any omission, or cure or correct any defect or
5 inconsistent provision of the Bond Ordinance; or
6
7 (e) to insert such provisions clarifying matters or questions arising under the Bond
8 Ordinance as are necessary or desirable and are not contrary to or inconsistent
9 with the Bond Ordinance as theretofore in effect.
10

11 SECTION 9.2. Supplemental Ordinances Effective With Consent of Owners. Except
12 as provided in Section 9.1, any modification or amendment of the Bond Ordinance or of the rights
13 and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be
14 made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond
15 Obligation at the time such consent is given. No such modification or amendment shall permit a
16 change in the terms of redemption or maturity of the principal of any outstanding Bond or of any
17 installment of interest thereon or a reduction in the principal amount or redemption price thereof
18 or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce
19 the percentages of Bonds the consent of the Owner of which is required to effect any such
20 modification or amendment, or change the obligation of the Issuer to levy and collect taxes for the
21 payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then
22 outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent or
23 the Escrow Agent without its written assent thereto. For the purposes of this Section, Bonds shall
24 be deemed to be affected by a modification or amendment of the Bond Ordinance if the same
25 adversely affects or diminishes the rights of the Owners of said Bonds. A supplemental resolution,
26 upon the filing with the Paying Agent of a certified copy thereof, shall become fully effective in
27 accordance with its terms.
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29 ARTICLE X

30 TAX COVENANTS

31
32 SECTION 10.1. Tax Covenants. The Issuer covenants and agrees that, to the extent
33 permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code to
34 in order to establish, maintain and preserve the exclusion from "gross income" of interest on the
35 Bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it
36 permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be
37 used directly or indirectly in any manner, to acquire any securities or obligations the acquisition of
38 which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the
39 inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation,
40 (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the
41 failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the
42 use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity
43 bonds" under the Code.
44

45
46 The Bonds are designated as "qualified tax-exempt obligations" within the meaning
47 of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- 48
49 (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
50
51 (b) the reasonably anticipated amount of qualified tax-exempt obligations which
52 will be issued by the Issuer and all subordinate entities in calendar year 1994
53 does not exceed \$10,000,000.
54

55 The Executive Officers are hereby empowered, authorized and directed to take any
56 and all action and to execute and deliver any instrument, document or certificate necessary to
57 effectuate the purposes of this Section.
58

59 ARTICLE XI

60 REMEDIES ON DEFAULT

61
62 SECTION 11.1. Events of Default. If one or more of the following events (in the
63 Bond Ordinance called "Events of Default") shall happen, that is to say,
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65

- 1 (a) if default shall be made in the due and punctual payment of the principal of
2 any Bond when and as the same shall become due and payable, whether at
3 maturity or otherwise; or
4
5 (b) if default shall be made in the due and punctual payment of any installment
6 of interest on any Bond when and as such interest installment shall become
7 due and payable; or
8
9 (c) if default shall be made by the Issuer in the performance or observance of any
10 other of the covenants, agreements or conditions on its part in the Bond
11 Ordinance, any supplemental resolution or in the Bonds contained and such
12 default shall continue for a period of forty-five (45) days after written notice
13 thereof to the Issuer by the Owners of not less than 25% of the Bond
14 Obligation (as defined in the Bond Ordinance); or
15
16 (d) if the Issuer shall file a petition or otherwise seek relief under any Federal or
17 State bankruptcy law or similar law;
18

19 then, upon the happening and continuance of any Event of Default, the Owners of the Bonds shall
20 be entitled to exercise all rights and powers for which provision is made under Louisiana law.
21

22 ARTICLE XII

23 CONCERNING FIDUCIARIES

24
25
26 SECTION 12.1. Escrow Agent; Appointment and Acceptance of Duties. First
27 National Bank of Commerce, in the City of New Orleans, Louisiana, is hereby appointed Escrow
28 Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it
29 by the Bond Ordinance by executing and delivering the Escrow Agreement. The Escrow Agent is
30 authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required
31 by the Escrow Agreement.
32

33 SECTION 12.2. Paying Agent; Appointment and Acceptance of Duties. The Issuer
34 will at all times maintain a Paying Agent having the necessary qualifications for the performance of
35 the duties described in the Bond Ordinance. The designation of First National Bank of Commerce,
36 in the City of New Orleans, Louisiana, as the initial Paying Agent, is hereby confirmed and approved.
37 The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond
38 Ordinance by executing and delivering to this Governing Authority a written acceptance thereof.
39 This Governing Authority reserves the right to appoint a successor Paying Agent by (a) filing with
40 the Person then performing such function a certified copy of a resolution or resolution giving notice
41 of the termination of the agreement and appointing a successor and (b) causing notice to be given
42 to each Registered Owner. Every Paying Agent appointed hereunder shall at all times be a bank
43 organized and doing business under the laws of the United States of America or of any State,
44 authorized under such laws to exercise trust powers, and subject to supervision or examination by
45 Federal or State authority.
46

47 ARTICLE XIII

48 MISCELLANEOUS

49
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51 SECTION 13.1. Defeasance. (a) If the Issuer shall pay or cause to be paid to the
52 Owners of all Bonds then outstanding, the principal and interest and redemption premium, if any, to
53 become due thereon, at the times and in the manner stipulated therein and in the Bond Ordinance,
54 then the covenants, agreements and other obligations of the Issuer to the Owners and to the Insurer
55 shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the
56 Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such
57 discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys,
58 securities and funds held by them pursuant to the Bond Ordinance which are not required for the
59 payment of Bonds not theretofore surrendered for such payment.
60

61 (b) Bonds or interest installments for the payment or redemption of which
62 Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or
63 an escrow agent (through deposit by the Issuer of funds for such payment or redemption or
64 otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the
65 meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to
66 maturity or the redemption date thereof, be deemed to have been paid within the meaning and with
67 the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the

1 Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as
2 are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay
3 when due the principal or applicable redemption price thereof, together with all accrued interest and
4 (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal or
5 applicable redemption price and all accrued interest shall have been verified by an independent
6 certified public accountant. Neither Defeasance Obligations deposited pursuant to this Section nor
7 principal or interest payments on any such securities shall be withdrawn or used for any purpose other
8 than, and shall be held in trust for, the payment of the principal or redemption price, if applicable,
9 and interest to become due on the Bonds; provided that any cash received from such principal or
10 interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent
11 practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to
12 pay when due the principal or redemption price, if applicable, and interest to become due on said
13 Bonds on and prior to such redemption date or maturity date thereof, as the case may be.
14

15 SECTION 13.2. Evidence of Signatures of Owners and Ownership of Bonds. (a)
16 Any request, consent, revocation of consent or other instrument which the Bond Ordinance may
17 require or permit to be signed and executed by the Owners may be in one or more instruments of
18 similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact
19 appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument
20 appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for
21 any purpose of the Bond Ordinance (except as otherwise therein expressly provided) if made in the
22 following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless
23 in its discretion require further or other proof in cases where it deems the same desirable:
24

- 25 (1) the fact and date of the execution by any Owner or his attorney-in-fact of such
26 instrument may be proved by the certificate, which need not be acknowledged
27 or verified, of an officer of a bank or trust company or of any notary public or
28 other officer authorized to take acknowledgements of deeds, that the person
29 signing such request or other instrument acknowledged to him the execution
30 thereof, or by an affidavit of a witness of such execution, duly sworn to before
31 such notary public or other officer. Where such execution is by an officer of
32 a corporation or association or a member of a partnership, on behalf of such
33 corporation, association or partnership, such certificate or affidavit shall also
34 constitute sufficient proof of his authority;
35
- 36 (2) the ownership of Bonds and the amount, numbers and other identification, and
37 date of owning the same shall be proved by the registration books of the
38 Paying Agent.
39

40 (b) Any request or consent by the Owner of any Bond shall bind all future Owners
41 of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent
42 in accordance therewith.
43

44 SECTION 13.3. Moneys Held for Particular Bonds. The amounts held by the
45 Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after
46 such date and pending such payment, be set aside on its books and held in trust by it, without liability
47 for interest, for the Owners of the Bonds entitled thereto.
48

49 SECTION 13.4. Parties Interested Herein. Nothing in the Bond Ordinance
50 expressed or implied is intended or shall be construed to confer upon, or to give to, any person or
51 corporation, other than the Issuer, the Paying Agent and the Owners of the Bonds any right, remedy
52 or claim under or by reason of the Bond Ordinance or any covenant, condition or stipulation thereof;
53 and all the covenants, stipulations, promises and agreements in the Bond Ordinance contained by and
54 on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Governing
55 Authority, the Paying Agent and the Owners of the Bonds and the Refunded Bonds.
56

57 SECTION 13.5. No Recourse on the Bonds. No recourse shall be had for the
58 payment of the principal of or interest on the Bonds or for any claim based thereon or on the Bond
59 Ordinance against any member of the Governing Authority or officer of the Issuer or any person
60 executing the Bonds.
61

62 SECTION 13.6. Successors and Assigns. Whenever in the Bond Ordinance the
63 Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the
64 covenants and agreements in the Bond Ordinance contained by or on behalf of the Issuer shall bind
65 and enure to the benefit of its successors and assigns whether so expressed or not.
66

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

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

13 SECTION 13.9. Publication of Bond Ordinance. A copy of this Bond Ordinance
14 shall be published immediately after its adoption in one issue of the official journal of the Issuer.

15 SECTION 13.10. Peremption. For thirty days after the date of publication, any
16 person in interest may contest the legality of the Bond Ordinance, any provision of the Bonds, the
17 provisions therein made for the security and payment of the Bonds and the validity of all other
18 provisions and proceedings relating to the authorization and issuance of the Bonds. After the said
19 thirty days, no person may contest the regularity, formality, legality or effectiveness of the Bond
20 Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security
21 and payment of the Bonds and the validity of all other provisions and proceedings relating to their
22 authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that
23 the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied
24 with. No court shall have authority to inquire into any of these matters after the said thirty days.

25 SECTION 13.11. Execution of Documents. In connection with the issuance and sale
26 of the Bonds, the Executive Officers, including the Director of Finance, are each authorized,
27 empowered and directed to execute on behalf of the Issuer such documents, certificates and
28 instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions
29 contemplated by the Bond Ordinance, the signatures of the persons on such documents, certificates
30 and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

31 ARTICLE XIV

32 SALE OF BONDS

33 SECTION 14.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the
34 Purchaser at a price of \$4,789,106.40 (98.238% of par value), plus accrued interest, if any, and under
35 the terms and conditions set forth in the Bond Purchase Agreement (hereinafter defined), and after
36 their execution, registration by the Secretary of State and authentication by the Paying Agent, the
37 Bonds shall be delivered to the Underwriter or their agents or assigns, upon receipt by the Issuer of
38 the agreed purchase price. The Bond Purchase Agreement dated March 8, 1994, in substantially the
39 form attached hereto as Exhibit D is hereby approved and the Executive Officers of the Issuer are
40 hereby authorized, empowered and directed to accept the terms of the Bond Purchase Agreement
41 on behalf of the Issuer and deliver or cause to be executed and delivered all documents required to
42 be executed on behalf of the Issuer or deemed by them necessary or advisable to implement the Bond
43 Ordinance or to facilitate the sale of the Bonds.

44 ARTICLE XV

45 REDEMPTION OF REFUNDED BONDS

46 SECTION 15.1. Call for Redemption. (a) \$760,000 principal amount of the Issuer's
47 General Obligation Water Bonds, Series 1989A, \$1,320,000 principal amount of the Issuer's General
48 Obligation Sewer Bonds, Series 1989B, and \$2,285,000 principal amount of the Issuer's General
49 Obligation Refunding Bonds, Series 1989C, consisting of all of the bonds of such series maturing on
50 March 1, 2000 to March 1, 2009, inclusive, are hereby called for redemption on March 1, 1999 at the
51 principal amount thereof and accrued interest, in compliance with the ordinance authorizing their
52 issuance.

53 SECTION 15.2. Notice of Redemption. In accordance with the resolution
54 authorizing the issuance of the Refunded Bonds, a notice of redemption in substantially the form
55 attached hereto as Exhibit E, will be given by the Paying Agent for the Refunded Bonds by mailing
56

a copy of the redemption notice by first class mail not less than thirty (30) days prior to the redemption date shown on the registration books of said paying agent.

ARTICLE XVI

EMPLOYMENT OF COUNSEL

SECTION 16.1 Employment of Bond Counsel. This Governing Authority hereby finds and determines that a real necessity exists for the employment of special counsel in the issuance of the Bonds, and accordingly, the law firm of Foley ~ Judell, Bond Counsel, is hereby employed as Bond Counsel to handle all matters of a legal nature in connection with the negotiation, sale, issuance and delivery of the Bonds. The fee of Foley & Judell in connection with said program of finance shall be and the same is hereby established and fixed at a sum not to exceed the maximum fee for general obligation bonds as provided by the Attorney General's fee schedule based on the amount of the Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses; provided, however, that said fee shall be contingent on and payable solely from the proceeds of the sale of the Bonds. It is recognized that such counsel has prepared an Official Statement in connection with the issuance of the Bonds and said counsel shall be reimbursed its costs in connection with the preparation of such Official Statement from the proceeds of the Bonds as a cost of issuance.

ARTICLE XVII


INTRODUCTION OF ORDINANCE

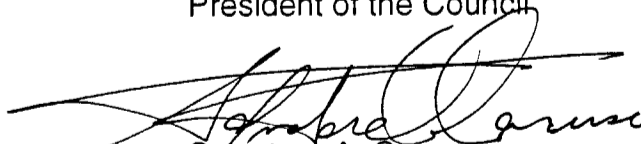
SECTION 16.1 Introduction of Ordinance. This ordinance having been introduced at a duly convened meeting on February 8, 1994, in compliance with a duly published agenda item and notice of introduction hereof having been published once in the official journal of the Issuer at least seven (7) days prior to the date of adoption hereof and having been duly adopted by the Slidell City Council on March 8, 1994 pursuant to a duly published agenda item, in compliance with the provisions of the City Charter, this ordinance shall take effect immediately upon approval by the Mayor of the City.


ADOPTED this 8th day of March, 1994.

DELIVERED
03/11/94 2:30 p.m.
to the Mayor

RECEIVED
03/21/94 9:13 AM
from the Mayor


Pearl Williams
Councilwoman, District G
President of the Council


Salvatore A. Caruso
Mayor


Davis Dautreuil
Council Administrator/Clerk of the Council