

2021-0143 *Ord.*

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)

ORDINANCE NO. 21-6-1

An ordinance providing for the incurring of debt and issuance of not to exceed Sixteen Million Dollars (\$16,000,000) aggregate principal amount of Taxable Water Revenue Refunding Bonds, Series 2021 of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, prescribing the form, terms and conditions of the Bonds and the security therefor; designating the date, denomination and place of payment of such Bonds; providing for the payment of such Series 2021 Bonds in principal and interest; approving and confirming the sale of such Series 2021 Bonds; and providing for other matters with respect to the Series 2021 Bonds.

WHEREAS, Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "**Issuer**") now owns and operates a utilities system as a single revenue producing public utility, consisting of the combined waterworks plants and systems (collectively, the "**System**"); and,

WHEREAS, the Issuer has heretofore issued \$22,170,000 aggregate principal amount of Water Revenue Refunding Bonds, Series 2015, dated March 3, 2015 (the "**2015 Bonds**"), which bonds are payable by an irrevocable pledge and dedication from the income and revenues derived or to be derived from the operation of the Issuer's combined waterworks plants and systems as a single revenue producing public utility (the "**System**"), after provisions have been made for payment therefrom of the reasonable expenses of administration, operation and maintenance of the System, pursuant to the provisions of the constitution and statutes of the State of Louisiana; and,

WHEREAS, in order to provide debt service savings, the Issuer, acting through its governing authority, the Parish Council of St. Charles Parish, State of Louisiana (the "**Governing Authority**") now desires to refund all or a portion of the Series 2015 Bonds maturing July 1, 2030, July 1, 2035 and July 1, 2036 (collectively, the "**Refunded Bonds**"), pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 39:1430, as amended and other constitutional and statutory authority (the "**Refunding Act**"); and,

WHEREAS, pursuant to the Refunding Act, and other constitutional and statutory authority, it is now the desire of this Governing Authority to adopt this Bond Ordinance in order to provide for the issuance of not exceeding Sixteen Million Dollars (\$16,000,000) of Taxable Water Revenue Refunding Bonds, Series 2021 (the "**Series 2021 Bonds**"), for the purpose of (i) advance refunding all or a portion of the outstanding principal amount of the Refunded Bonds, (ii) providing for a debt service reserve fund for the Series 2021 Bonds, and (iii) paying the cost of issuance of the Series 2021 Bonds, including paying the premiums for a municipal bond insurance policy and a debt service reserve fund surety; and,

WHEREAS, the Series 2021 Bonds will be issued on a complete parity with (i) the Parish's outstanding Series 2015 Bonds not refunded with the proceeds of the Series 2021 Bonds, (the "**Unrefunded Series 2015 Bonds**"); and,

WHEREAS, in connection with the issuance of the Series 2021 Bonds, it is necessary that provision be made for the payment of the principal and interest of, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notice of Defeasance and Call for Redemption; and,

WHEREAS, it is necessary that this Governing Authority prescribe the form and content of a Defeasance and Escrow Deposit Agreement providing for the payment of the principal and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and,

WHEREAS, this Parish Council has found and determined that it is necessary and desirable to approve the sale of the Series 2021 Bonds to D.A. Davidson & Co., Denver, Colorado (the "**Underwriter**") and authorize the Chairman of this Governing Authority and/or the Parish President execute a purchase agreement with the Underwriter (the "**Purchase Agreement**") within the parameters set forth herein; and,

WHEREAS, this Governing Authority further desires to proceed with the issuance, sale and delivery of the Series 2021 Bonds to the Underwriter and take such action as may be necessary to accomplish such issuance, sale and delivery of the Series 2021 Bonds; and,

NOW, THEREFORE, BE IT ORDAINED by the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, that:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. The following terms as used in this Ordinance shall have the following respective meanings, such definitions to be equally applicable to both the singular and plural sense of any of such terms:

“Additional Parity Bonds” means any additional *pari passu* bonds which may hereafter be issued pursuant to Section 8.2 hereof.

“Additional Parity Bond Ordinance” means any ordinance adopted by the governing authority of the Issuer authorizing the issuance of the Additional Parity Bonds.

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

“Bond Counsel” means Butler Snow LLP, or any other 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 Insurer” means the issuer of the Municipal Bond Insurance Policy, if any.

“Bond Obligation” means, as of the date of computation, the principal amount of the Series 2021 Bonds then Outstanding.

“Bond Ordinance” or **“Ordinance”** means this ordinance, as further amended and supplemented as herein provided.

“Bond Register” means the records kept by the Paying Agent at its corporate trust office in Baton Rouge, Louisiana in which registration of the Series 2021 Bonds and transfers of the Series 2021 Bonds shall be made as provided herein.

“Bond Service Requirement” means for a given Bond Year, the sum of the principal of and interest and premium, if any, and any owed administrative fee, or other payments on all Indebtedness coming due in such Bond Year; provided, however, that there shall be subtracted from such sum any accrued interest on any Indebtedness paid or to be paid in such Bond Year and capitalized interest for such Bond Year that has been deposited with the Issuer for that purpose.

“Bond Year” means the annual period beginning on the second day of July of each year and ending on the first day of July of the following calendar year.

“Business Day” means (a) any day other than Saturday or Sunday; (b) a day of the year on which banks located in New York, New York, or banks located in cities in which the principal corporate trust offices of the Paying Agent are located are not required or authorized to remain closed; or (c) on which the New York Stock Exchange is not closed

“Capital Additions Fund” means the fund or account described in Section 6.2 hereof.

“Closing Date” means the date on which funds are transferred by the Underwriter to the Issuer in exchange for the purchase of the Series 2021 Bonds.

“Code” means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

“Consulting Engineer” or “Engineer” means a nationally known consulting utility engineer or firm of consulting utility engineers with skill and experience in the construction and operation of publicly owned water utility properties.

“Costs of Issuance” means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2021 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 charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the Issuer, fees and disbursements of consultants and professionals and financial or municipal advisors, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Series 2021 Bonds, costs and expenses of refunding, premiums for the Municipal Bond Insurance Policy and/or the Reserve Account Alternative Investment, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Series 2021 Bonds.

“Cost of Operation and Maintenance” means any operating and maintenance expense as defined in accordance with generally accepted accounting principles in the United States of America. Notwithstanding the foregoing, Costs of Operation and Maintenance shall not include (i) any costs and expenses attributable to a Separately Financed Project, (ii) any costs or expenses for new construction or for reconstruction other than restoration of any part of the Water System to the condition of service ability thereof when new, (iii) depreciation costs or (iv) any interest expense on any Indebtedness.

“Defeasance Obligations” means cash and/or non-callable Government Securities.

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

“Escrow Agreement” means the Defeasance and Escrow Deposit Agreement dated as of July 1, 2021, between the Issuer and the Escrow Agent, substantially in the form attached hereto as **Exhibit A**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

“Executive Officers” means collectively the Parish President and the Secretary of the Governing Authority of the Issuer, or any officers of the Issuer or its successor designated by Supplemental Ordinance.

“Fiscal Agent” means the bank from time to time appointed and acting as the Issuer’s fiscal agent bank in accordance with applicable law

“Fiscal Year” means the one year period commencing on January 1 of each year, or such other one-year period as may be selected by the Issuer.

“Funds” and “Accounts” means, respectively, any of the Funds or Accounts established herein.

“Governing Authority” means the St. Charles Parish Council, or its predecessor or successor in function.

“Government Securities” means and includes non-callable direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United State of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

“Impact Fees” means all capital expansion fees, contributions in aid of construction, system improvement fees, or other similar fees and charges, separately imposed by the Issuer as a non-user capacity charge for the proportionate share of the cost of expanding, oversizing, separating or constructing new additions to the System. “Impact Fees” shall not include connection or hook-up charges or other payments or fees received by the Issuer as reimbursement for the cost of connecting or re-connecting a customer to the System.

“Indebtedness” means the Unrefunded Series 2015 Bonds, the Series 2021 Bonds, Additional Parity Bonds, and Subordinated Obligations payable from Revenues as may be outstanding from time to time.

“Interest Payment Date” means January 1 and July 1 of each year, commencing January 1, 2022.

“Issuer” means Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana.

“Municipal Bond Insurance Policy” means, if any, the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payments of principal and interest on the Series 2021 Bonds.

“Net Revenues” means the amount of Revenues less the Cost of Operation and Maintenance of the Water System.

“Operating Fund” means the fund by that name established in Section 6.2 hereof.

“Outstanding” when used with reference to the Series 2021 Bonds, means, as of any date, all Series 2021 Bonds theretofore issued under this Bond Ordinance, except:

(a) Series 2021 Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Series 2021 Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Series 2021 Bonds with the effect specified in this Bond Ordinance, provided that if such Series 2021 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;

(c) Series 2021 Bonds in exchange for or in lieu of which other Series 2021 Bonds have been registered and delivered pursuant to this Bond Ordinance; and

(d) Series 2021 Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law.

“Outstanding Parity Bonds” shall mean on and after the Closing Date, the Unrefunded Series 2015 Bonds, the Series 2021 Bonds and any Additional Parity Bonds issued pursuant to this Bond Ordinance.

“Owner” or “Owners” shall mean the Person reflected as registered owner of any of the Series 2021 Bonds on the registration books maintained by the Paying Agent, or if the Series 2021 Bonds are held in book entry form as set forth in Section 2.5 hereof, the beneficial owners of the Series 2021 Bonds.

“Paying Agent” shall mean Hancock Whitney Bank, in Baton Rouge, Louisiana, as paying agent and registrar hereunder, 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.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Qualified Independent Consultant” means any one or more qualified and recognized independent consultants or firm of consultants (which may include, without limitation, independent accountants and engineers), having favorable repute, skill and experience with respect to the acts and duties required of a Qualified Independent Consultant by a particular section or sections of this Ordinance, as shall from time to time be retained by the Issuer for the purposes hereof, and which may be the Consulting Engineer described in Section 9.12.

“Qualified Investments” means any investments which are at the time legal for investment of the Issuer’s funds pursuant to the laws of the State, the value of which shall be determined as follows:

(a) For the purpose of determining the amount in any Fund, all Qualified Investments credited to such Fund shall be valued at fair market value; and

(b) As to certificates of deposit and bankers’ acceptances, the face amount thereof plus accrued interest thereon.

If the Series 2021 Bonds or any Additional Parity Bonds carry a rating assigned by any nationally recognized statistical rating organization, any Qualified Investment must be rated at least as high as such bonds by at least one rating agency.

“Rate Stabilization Account” shall have the meaning set forth in Section 6.2 hereof.

“Receipts Fund” shall have the meaning set forth in Section 6.2 hereof.

“Record Date” means, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

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

“Refunded Bonds” means the Series 2015 Bonds being refunded with the proceeds of the Series 2021 Bonds, as more fully described in the Purchase Agreement to be executed by and between the Issuer and the Underwriter.

“Reserve Account” means, as applicable, the Series 2021 Bonds Reserve Account or the applicable Reserve Account designated in the ordinance authorizing the issuance of any future Reserve Secured Bonds.

“Reserve Account Alternative Investment” means a surety bond or insurance policy issued by an insurance company or an irrevocable letter of credit issued by a bank to be deposited in the Reserve Fund.

“Reserve Requirement” means, as applicable, the Series 2021 Bonds Reserve Requirement or the Reserve Requirement designated in the ordinance authorizing the issuance of any future Reserve Secured Bonds.

“Reserve Secured Bonds” means the the Unrefunded Series 2015 Bonds, the Series 2021 Bonds and any future issue of Additional Parity Bonds designated to be secured by a Reserve Account in the ordinance authorizing the issuance of such Additional Parity Bonds.

“Revenues” means (i) all rates, fees, charges, income, rents and receipts derived by the Issuer from or attributable to the ownership and operation of the Water System, including all revenues attributable to the Water System or to the payment of the costs thereof received by the Issuer under any contracts for the sale of power, energy, transmission or other use of the services, facilities or products of the Water System or any part thereof or any contractual arrangement with respect to the use of the Water System or any portion thereof or the services, output, facilities, capacity or products of the Water System, (ii) the proceeds of any insurance covering business interruption loss relating to the Water System, (iii) interest received on the investment or reinvestment of

any moneys held hereunder required to be deposited or kept in the Receipts Fund, and (iv) funds received from a Rate Stabilization Account; provided, however, that "Revenues" shall not include revenues from a Separately Financed Project, Impact Fees, or revenues deposited in a Rate Stabilization Account.

"Separately Financed Project" has the meaning provided in Section 8.3 hereof.

"Series 2015 Bonds" means the Issuer's Water Revenue Refunding Bonds, Series 2015, dated March 3, 2015.

"Series 2015 Bond Ordinance" means Bond Ordinance Number 15-2-1 finally adopted by the Governing Authority of the Issuer on February 9, 2015, pursuant to which the Series 2015 Bonds were issued.

"Series 2021 Refunding Bond" or "Series 2021 Bonds" means collectively, the Issuer's not to exceed Sixteen Million Dollars (\$16,000,000) Taxable Water Revenue Refunding Bonds, Series 2021, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

"Series 2021 Bonds Reserve Account" means the Reserve Account established and maintained pursuant to Section 6.2(d) of this Ordinance.

"Series 2021 Bonds Reserve Requirement" means, as of any date of calculation, a sum equal to the lesser of (i) 10% of the stated principal amount of the Series 2021 Bonds (calculated in accordance with the Code), (ii) the highest combined principal and interest requirements for any succeeding Fiscal Year on the Series 2021 Bonds, or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Fiscal Year on the Series 2021 Bonds; provided, however, that the Series 2021 Bonds Reserve Requirement may be increased (but not decreased) if any future issue of Reserve Secured Bond shall be secured by the 2021 Refunding Bonds Reserve Account.

"Series 2021 Bonds Reserve Account Alternative Investment" means an irrevocable letter of credit issued by a bank or surety bond issued by an insurance company to be deposited in the Series 2021 Bonds Reserve Account as provided in Section 6.2 of this Bond Ordinance and/or any substitution therefor permitted pursuant to Section 6.2 of this Bond Ordinance.

"State" means the State of Louisiana.

"Subordinated Obligations" means any bond, note or other indebtedness authorized by ordinance or resolution of the Issuer and designated in such ordinance or resolution by the Issuer as constituting "Subordinated Obligations," which shall be payable from the Net Revenues subject and subordinate to the payments to be made with respect to the Unrefunded Series 2015 Bonds, while still Outstanding, the Series 2021 Bonds and any Additional Parity Bonds, and which shall be secured by a lien on and pledge of the Net Revenues junior and inferior to the lien on and pledge of the Net Revenues herein created for the payment of the Unrefunded Series 2015 Bonds, the Series 2021 Bonds and any Additional Parity Bonds.

"System" or "Water System" means the revenue producing public utilities system of the Issuer consisting of the combined waterworks plants and system, including specifically all properties of every nature owned, leased or operated by the Issuer and used or useful in the operation of its complete waterworks plants and system, as said plants and systems now exist and as they may be improved, extended or supplemented from any source including the proceeds of bonds, and including all real estate, personal and intangible properties, contracts, franchises, leases and choses in action, and including any right to use the capacity from any facilities or services thereof, and all properties now or hereafter operated by the Issuer under lease or agreement with any other individual, joint venture, partnership or corporation, public or private, as a part of the System, whether lying within or without the boundaries of the Issuer. The Water System shall not include any Separately Financed Project.

“**Trustee**” means a financial institution serving in the capacity described in Section 11.2.

“**Underwriter**” means D.A. Davidson & Co., of Denver, Colorado, the original purchaser of the Series 2021 Bonds, of Baton Rouge, Louisiana.

“**Unrefunded Series 2015 Bonds**” means the Series 2015 Bonds not refunded with proceeds of the Series 2021 Bonds.

SECTION 1.2. Interpretation. In this 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 Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF THE SERIES 2021 BONDS

SECTION 2.1. Authorization and Designation of the Series 2021 Bonds and Escrow Agreement.

(a) In compliance with the terms and provisions of the Refunding Act, this Bond Ordinance hereby authorizes the incurring of indebtedness of not to exceed Sixteen Million Dollars (\$16,000,000) for, on behalf of, and in the name of the Issuer, to be designated “Taxable Water Revenue Refunding Bonds, Series 2021 of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana” and provides for the full and final payment of the principal of and interest on all of the Series 2021 Bonds. The Series 2021 Bonds and the endorsements to appear thereon shall be substantially in the form attached hereto as **Exhibit B**.

The Series 2021 Bonds shall be issued for the purpose of (i) refunding the Refunded Bonds through the escrow of a portion of the proceeds of the Series 2021 Bonds, in accordance with the terms of the Escrow Agreement, in order to provide for the payment of the principal of and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 14.1 hereof, (ii) provide for a debt service reserve fund for the Series 2021 Bonds, and (iii) pay the cost of issuance of the Series 2021 Bonds, including paying the premiums for a municipal bond insurance policy and a debt service reserve fund surety.

The Series 2021 Bonds shall be in fully registered form, shall be dated the date of delivery thereof, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof within a single maturity (each, an “**Authorized Denomination**”) and shall be numbered from R-1 upward. The Series 2021 Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing January 1, 2022, or such other date set forth in the Purchase Agreement, at the rate or rates of interest per annum as set forth in the Purchase Agreement, such rates not to exceed three percent (3.00%) per annum (using a year of three hundred sixty (360) days comprised of twelve (12) thirty (30)-day months), and sold at a price of not more than one hundred five percent (105%) and not less than ninety five percent (95%) of the par value thereof.

The Series 2021 Bonds shall become due and payable and mature on the dates set forth in the Purchase Agreement, however, the final maturity date of the Series 2021 Bonds shall be no later than July 1, 2036. The principal of the Series 2021 Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana, upon presentation and surrender thereof, and interest on the Series 2021 Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Series 2021 Refunding Bond delivered under this Bond Ordinance upon transfer of, in exchange for or in lieu of any other Series 2021 Refunding Bond shall carry all the rights to interest accrued and unpaid, and to accrue,

which were carried by such other Series 2021 Refunding Bond, and each such Series 2021 Refunding Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Series 2021 Refunding Bond shall be entitled to any right or benefit under this 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 Ordinance, executed by the Paying Agent by manual signature.

(b) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Series 2021 Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the funds so escrowed in accordance with the provisions of the Escrow Agreement.

(c) The form of Escrow Agreement is hereby approved by the Issuer, and the Executive Officers of the Issuer are hereby authorized and directed to execute and deliver the final Escrow Agreement on behalf of the Issuer substantially in the form of **Exhibit A** hereof, with such changes, additions, deletions or completions deemed appropriate by such officers, and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 2.2. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Series 2021 Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2021 Bonds.

SECTION 2.3. Obligation of Series 2021 Bonds. The Series 2021 Bonds shall be payable as to both principal and interest solely from the Net Revenues on a complete parity with the Unrefunded Series 2015 Bonds and any Additional Parity Bonds as provided for in this Bond Resolution. The Net Revenues are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Series 2021 Bonds and any Additional Parity Bonds, in principal 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 Net Revenues shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Unrefunded Series 2015 Bonds, while Outstanding, the Series 2021 Bonds, and any Additional Parity Bonds, in principal and interest and for all other payments provided for in this Bond Ordinance until such bonds shall have been fully paid and discharged.

SECTION 2.4. Execution of Series 2021 Bonds. The Series 2021 Bonds shall be signed by the Chairman of the Governing Authority and/or the Parish President and attested to by the Council Secretary of the Governing Authority, for, on behalf of, in the name of and under the seal of the Issuer, which signature and seal may be either manual or facsimile.

SECTION 2.5. Book Entry Registration of Series 2021 Bonds. The Series 2021 Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Series 2021 Bonds, and held in the custody of DTC. The Secretary of the Governing Authority of the Issuer or any other officer of the Governing Authority of the Issuer is authorized to execute and deliver a Letter of Representation to DTC on behalf of the Issuer with respect to the issuance of the Series 2021 Bonds in "book entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Ordinance and said Letter of Representation. Initially, a single certificate will be issued

and delivered to DTC for each maturity of the Series 2021 Bonds. The Beneficial Owners will not receive physical delivery of bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Series 2021 Refunding Bond acquired. For so long as DTC shall continue to serve as securities depository for the Series 2021 Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2021 Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Series 2021 Bonds are issued in book-entry-only form, the payment of principal of and interest on the Series 2021 Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Series 2021 Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Series 2021 Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the Beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Owner for all purposes, including notices and voting.

Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

Whenever during the term of the Series 2021 Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or transferring the Series 2021 Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Series 2021 Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 2.6. Payment of Principal and Interest. The principal of the Series 2021 Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Series 2021 Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section 2.6, the Series 2021 Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall default in the payment of the interest on any Series 2021 Bonds due on any Interest Payment Date, then all such Series 2021 Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Series 2021 Bonds, or if no interest has been paid on the Series 2021 Bonds, from their dated date. The Person in whose name any Series 2021 Refunding Bond is registered at the close of

business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Series 2021 Refunding Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Series 2021 Refunding Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III GENERAL TERMS AND PROVISIONS OF THE SERIES 2021 BONDS

SECTION 3.1. Exchange of Series 2021 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Series 2021 Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Series 2021 Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the Bond Obligation.

All Series 2021 Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

Subject to the provisions of this Section 3.1, the Series 2021 Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Series 2021 Refunding Bond may be assigned by the execution of an assignment form on the Series 2021 Refunding Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Series 2021 Refunding Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Series 2021 Refunding Bond after receipt of the Series 2021 Refunding Bond to be transferred in proper form. Such new Series 2021 Refunding Bond shall be in an authorized denomination. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Series 2021 Refunding 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.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Series 2021 Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Series 2021 Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

The Issuer and the Paying Agent shall not be required to issue, register the transfer of or exchange any Series 2021 Refunding Bond during a period beginning at the opening of business on a Record Date or any date of selection of Series 2021 Bonds to be redeemed and ending at the close of business on the Interest Payment Date.

All Series 2021 Bonds delivered upon any registration of transfer or exchange of Series 2021 Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Series 2021 Bonds surrendered.

Prior to due presentment for registration of transfer of any Series 2021 Refunding Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Series 2021 Refunding Bond is registered as the absolute owner thereof for all purposes, whether or not such Series 2021 Refunding Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Series 2021 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2021 Bonds shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt an ordinance and thereby

authorize the issuance and delivery of a new Series 2021 Refunding Bond in exchange for and substitution for such mutilated or improperly cancelled Series 2021 Refunding Bond, or *in lieu* of and in substitution for the Series 2021 Refunding Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) compliance with such other reasonable regulations and conditions as the Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Series 2021 Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.3 hereof. If any Series 2021 Refunding Bond shall have matured or be about to mature, instead of issuing a substitute Series 2021 Refunding Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2021 Refunding Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2021 Refunding Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2021 Refunding Bond be at any time found by anyone. Such duplicate Series 2021 Refunding Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This bond is issued to replace a lost, cancelled or destroyed bond under the authority of R.S. 39:971 through 39:974."

Such duplicate Series 2021 Refunding Bond may be signed by the facsimile signatures of the same officers who signed the original Series 2021 Bonds, provided, however, that in the event the officers who executed the original Series 2021 Bonds are no longer in office, then the new Series 2021 Bonds may be signed by the officers then in office. Such duplicate Series 2021 Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Series 2021 Bonds hereunder, the obligations of the Issuer upon the duplicate Series 2021 Bonds being identical to its obligations upon the original Series 2021 Bonds and the rights of the Owner of the duplicate Series 2021 Bonds being the same as those conferred by the original Series 2021 Bonds.

SECTION 3.3. Cancellation of Series 2021 Bonds. All Series 2021 Bonds paid or redeemed either at or before maturity, together with all bonds purchased by the Issuer, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Council Clerk of the Issuer an appropriate certificate of cancellation.

SECTION 3.4. Execution of Series 2021 Bonds and Documents. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Ordinance, to cause the necessary Series 2021 Bonds to be printed, to issue, execute and seal the Series 2021 Bonds and to effect delivery thereof as hereinafter provided. If facsimile signatures are used on the Series 2021 Bonds, then such signatures shall be registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

In connection with the issuance and sale of the Series 2021 Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of said persons on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 3.5. Registration by Paying Agent. No Series 2021 Refunding 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 Series 2021 Refunding Bond substantially in the form set forth in **Exhibit B** hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Series 2021 Refunding Bond shall be conclusive evidence that such Series 2021 Refunding Bond has been executed, registered and delivered under this Bond Ordinance.

SECTION 3.6. Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Series 2021 Bonds, and having determined the same to be regular, each of the Series 2021 Bonds shall contain the following recital, to-wit:

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

ARTICLE IV REDEMPTION OF SERIES 2021 BONDS

SECTION 4.1. Optional Redemption of Series 2021 Bonds. The Series 2021 Bonds may be callable for redemption prior to their stated maturity, as set forth in the Purchase Agreement and/or the Series 2021 Bonds.

SECTION 4.2. Mandatory Sinking Fund Redemption. The Series 2021 Bonds may be subject to mandatory sinking fund redemption as set forth in the Purchase Agreement and/or the Series 2021 Bonds.

The principal amounts of sinking fund payments, if any, shall be reduced as specified by the Issuer or as provided herein, by any principal amounts of the Series 2021 Bonds redeemed pursuant to an optional redemption as set forth herein. In the event of a partial redemption of the Series 2021 Bonds, the amount of future mandatory Sinking Fund Redemptions with respect to the Series 2021 Bonds will be reduced to take into account such partial redemption.

SECTION 4.3. Partial Redemption of Series 2021 Refunding Bond. If less than all of the Series 2021 Bonds of a particular maturity are called for redemption, the Series 2021 Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book-entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine.

In the event a Series 2021 Refunding Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Series 2021 Refunding Bond (\$5,000 or any multiple thereof) may be redeemed. Any Series 2021 Refunding Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana and there shall be delivered to the Owner of such Series 2021 Refunding Bond, a Series 2021 Refunding Bond or Series 2021 Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal for the Series 2021 Refunding Bond surrendered.

SECTION 4.4. Notice of Redemption. Official notice of such call of any of the Series 2021 Bonds for redemption other than pursuant to Section 4.2 hereof, shall be given by means of first-class mail, postage prepaid, by notice deposited in the United States mail not less than thirty-five (35) days prior to the redemption date by the Issuer to the Paying Agent, who shall within five (5) days thereof give notice of such redemption by means of first class mail, postage prepaid, addressed to the Owner of each Series 2021 Refunding Bond to be redeemed at his address as shown on the Bond Register.

In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time prior to the scheduled redemption date if the Issuer delivers a certificate of an Executive Officer to the Paying Agent instructing the Paying Agent to rescind the redemption notice (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described below.

Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Issuer delivers a certificate of an Executive Officer of the Issuer to the Paying Agent instructing the Paying Agent to rescind the redemption notice. The

Paying Agent shall give prompt notice of such rescission to the affected Owners. Any Series 2021 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Issuer to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

ARTICLE V APPLICATION OF SERIES 2021 REFUNDING BOND PROCEEDS

SECTION 5.1. Application of Series 2021 Refunding Bond Proceeds. As a condition of the issuance of the Series 2021 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 Series 2021 Bonds, as when invested, will 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 payable upon redemption).

(b) Deposit in an Expense Fund to be held by the Escrow Agent such amount of the proceeds of the Series 2021 Bonds and/or other moneys as will permit the payment of the Costs of Issuance and the costs properly attributable to the establishment and administration of the Escrow Fund on behalf of the Issuer.

(c) Establish the Series 2021 Bonds Reserve Account in the Reserve Fund, which shall be funded to the Series 2021 Bonds Reserve Requirement in the manner set forth in Section 6.2 hereof.

ARTICLE VI PAYMENT OF SERIES 2021 BONDS; FLOW OF FUNDS

SECTION 6.1. Deposit of Funds with Paying Agent. The Issuer covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys described below, or other funds available for such purpose, at least three (3) days in advance of each Interest Payment Date for the Series 2021 Bonds, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

SECTION 6.2. Funds and Accounts. All Revenues, except (i) income received from the sale of capital assets and charges between divisions of the System, and (ii) proceeds from the issuance of Indebtedness, plus any other funds available to the System that the Issuer chooses to so deposit, shall be deposited daily as the same maybe collected in the "Receipts Fund", maintained by the Issuer, which shall be maintained and administered in the following order of priority and for the following express purposes:

(a) The continued maintenance by the Issuer of the "Operating Fund" (the "Operating Fund"), into which the Issuer shall transfer or set aside funds from time to time as needed to provide for the payment of Costs of Operation and Maintenance.

(b) The establishment and maintenance of a "Sinking Fund - 2021" (the "Sinking Fund") sufficient in amount to pay promptly and fully the principal of and the interest on the Series 2021 Bonds, as they severally become due and payable (whether at maturity or upon optional or mandatory redemption), by transferring to the Sinking Fund, monthly in advance on or before the 20th day of each month, a sum equal to 1/6th of such interest falling due on the next Interest Payment Date and a sum equal to 1/12th of such principal falling due on the next principal payment date, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due.

(c) The continued maintenance of a Reserve Fund by the Issuer (the "Reserve Fund") to be used to satisfy the Reserve Requirements for each series of Reserve Secured Bonds. The Reserve Fund will be segregated into one or more accounts

as may be established in this Ordinance and in any ordinance authorizing the issuance of Additional Parity Bonds in the future.

There is hereby established and shall be maintained the "Series 2021 Bonds Reserve Account" as a separate account in the Reserve Fund, which shall secure the Series 2021 Bonds. The Series 2021 Bonds Reserve Account shall be funded in an amount equal to the Series 2021 Bonds Reserve Requirement.

Amounts on deposit in the Series 2021 Bonds Reserve Account shall be used solely for the purpose of curing deficiencies in the Sinking Fund for the payment when due of the principal of and interest on the Series 2021 Bonds. Except as set forth in any Additional Parity Bond ordinances, amounts on deposit in other Reserve Accounts established in the future shall be used solely for the purpose of curing deficiencies in the Sinking Fund for the payment when due of the principal of, premium, if any, and interest on the Reserve Secured Bonds for which such account have be created.

Each Reserve Account may be funded, in whole or in part, with cash, Qualified Investments, one or more Reserve Account Alternative Investments, or a combination thereof. Any Reserve Account Alternative Investment must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for payment of the principal of, premium, if any, and/or interest due on the Reserve Secured Bonds secured by such Reserve Account on such date. The Series 2021 Bonds Reserve Account shall be initially funded with the Series 2021 Bonds Reserve Account Alternative Investment.

If a disbursement is made from a Reserve Account, including a draw on a Reserve Account Alternative Investment as provided above, the Issuer shall be obligated to reinstate such Reserve Account(s) to the applicable Reserve Requirement(s) from the first revenues available pursuant to this Section after making the deposits required into the Sinking Fund. For purposes of this Section, amounts necessary to satisfy such reimbursement obligations of the Issuer to the provider of a Reserve Account Alternative Investment shall be deemed to be required deposits to the applicable Reserve Account and shall be applied to satisfy the obligations to the provider of such Reserve Account Alternative Investment.

Cash on deposit in the Series 2021 Bonds Reserve Account, if any, shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on the Series 2021 Bonds Reserve Account Alternative Investment.

The Issuer may, at any time in its discretion, substitute the Series 2021 Bonds Reserve Account Alternative Investment with cash or another one or more Reserve Account Alternative Investments; provided, however, that each new Reserve Account Alternative Investment to be deposited in the Series 2021 Bonds Reserve Account shall be rated in the same or higher rating category by one or more nationally recognized statistical rating agency as the Series 2021 Bonds Reserve Account Alternative Investment as of the date of such substitution.

(d) After meeting the requirements in this 6.2(c), the moneys in the Receipts Fund shall next be deposited in the Capital Additions Fund, which moneys in the Capital Additions Fund shall next be used for the following purposes:

(i) If amounts are deposited in the Capital Additions Fund to pay the capitalized cost of interest on Series 2021 Bonds or Additional Parity Bonds of the Issuer, the Issuer shall pay from the Capital Additions Fund to the Paying Agent, on or before the date or dates on which interest on such Series 2021 Bonds or Additional Obligation Bonds becomes due and payable, an amount equal to such interest.

(ii) Notwithstanding the above provisions of this Section, amounts in the Capital Additions Fund must be applied to the payment of principal of and interest on the Series 2021 Bonds and any Additional Parity Bonds when due at any time that moneys are not available therefor.

(iii) There shall also be deposited in said fund all Impact Fees to be used as directed by the Governing Authority.

(iv) The moneys in the Capital Additions Fund may be used for (i) making improvements to the System, (ii) the creation and maintenance of a Rate Stabilization Account, which may be used for making payments into the Receipts Fund to provide for temporary losses of revenue, such payments to be made for such time and in such amounts as may be determined by the Issuer and shall be considered as Revenue as defined herein, (iii) the payment of Subordinated Obligations, (iv) the purchase of Outstanding Bonds or Additional Parity Bonds, or (v) making any payment or investment for any lawful corporate purposes as the Governing Authority may determine, whether such purposes are or are not in relation to the System.

SECTION 6.3. Investment of Funds. All or any part of the moneys in any Fund or Account established herein shall, at the written request of the Issuer, be held in cash or cash equivalents or shall be invested in Qualified Investments. All income derived from such investments shall be added to the money in said respective funds or to the Utilities System Fund, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are created.

SECTION 6.4. Depository. All Funds and Accounts shall be held by the regularly designated fiscal agent bank of the issuer unless required to be held elsewhere pursuant to the terms of an Additional Parity Bond Ordinance. All funds or other property which at any time may be owned or held in the possession of or deposited with the Issuer in the funds and accounts created or maintained under the provisions of this Ordinance shall be held in trust and applied only in accordance with the provisions of this Ordinance.

ARTICLE VII SERIES 2021 BONDS - RELATED COVENANTS

SECTION 7.1. Payment of Series 2021 Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal of every Series 2021 Refunding Bond and the interest thereon, at the dates and places and in the manner stated in the Series 2021 Bonds according to the true intent and meaning thereof.

SECTION 7.2. Series 2021 Bonds are not "Qualified Tax-Exempt Obligations". The Series 2021 Bonds are not designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 7.3. Continuing Disclosure Certificate. The Parish President of the Parish of St. Charles, State of Louisiana, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix H of the official statement issued in connection with the sale and issuance of the Series 2021 Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ARTICLE VIII ADDITIONAL PARITY BONDS

SECTION 8.1. Creation of Liens, Issuance of Subordinated Obligations. The Issuer shall not issue any bonds or other evidences of indebtedness or incur obligations, other than the Series 2021 Bonds and any Additional Parity Bonds as provided herein, secured by a pledge of the Net Revenues and shall not create or cause to be created any lien or charge on the Net Revenues except as provided herein: provided, however, that the Issuer may, at any time, or from time to time, incur Subordinated Obligations payable out of, and which may be secured by a pledge of, such amounts as may from time to time be available for the purpose of the payment thereof in accordance with Section 6.2(d) hereof and such pledge shall be, and shall be expressed to be, subordinate in all respects to the pledge of Net Revenues created by this Ordinance as security for payment of the Series 2021 Bonds and any Additional Parity Bonds, and provided further that nothing contained in this Ordinance shall prevent the Issuer from issuing (i) bonds, notes, or other obligations or evidences of indebtedness under another and separate resolution or ordinance to finance a Separately Financed Project; or (ii) other bonds, notes, or other

obligations or evidences of indebtedness under another and separate resolution or ordinance payable from, among other sources, those moneys withdrawn by the Issuer from the Capital Additions Fund. All of the Series 2021 Bonds shall enjoy complete parity of lien on the Net Revenues of and other funds available to the System despite the fact that any of the Series 2021 Bonds may be delivered at an earlier date than any other of the Series 2021 Bonds.

SECTION 8.2. Issuance of Additional Parity Bonds. The Issuer shall issue Additional Parity Bonds hereafter only under the following circumstances or if the following conditions are met:

(i) The Issuer meets any one of the following tests:

(A) *Historical Test.* The Director of Finance of the Parish certifies on behalf of the Issuer that, for any 12-month period during the 18-month period immediately preceding the date of issuance of such Additional Parity Bonds, the Net Revenues of and other funds available to the System were sufficient to pay an amount representing not less than 120% of the Bond Service Requirement (including the proposed Additional Parity Bonds but excluding any Subordinated Obligations) in each fiscal year following the fiscal year in which the proposed Additional Parity Bonds are to be issued; provided, however, that if a rate increase has been effected prior to the issuance of the proposed Additional Parity Bonds, then the coverage calculations required hereunder may be made as if such rate increase had been in effect during such period, and further provided that in the event one or more systems have been acquired or additions to the System have been made by the Issuer prior to the delivery of the Additional Parity Bonds and are included in the System, then the coverage calculations required hereunder may be made as if such acquired systems or additions had been a part of the System during such period; or

(B) *Future Test.* A Consulting Engineer retained for such purposes by the Issuer certifies that, based upon the overage annual Net Revenues projected by such Consulting Engineer for a period of five fiscal years immediately following the date on which the project financed with the proceeds of the proposed Additional Parity Bonds becomes operational by the Issuer, such projected Net Revenues of and other funds available to the System in each such fiscal year will be sufficient to pay an amount representing not less than 130% of the Bond Service Requirement (including the proposed Additional Parity Bonds but excluding any Subordinated Obligations) in each fiscal year following the fiscal year in which the proposed Additional Parity Bonds are to be issued;

(ii) The Director of Finance of the Parish, on behalf of the Issuer or an independent firm of certified public accountants employed by the Issuer for such purpose certifies that the payments required to be made into the various funds provided in Section 6.2 of this Bond Ordinance are current and that there are no other Events of Default existing under this Bond Ordinance if still outstanding at such time; and

(iii) The proposed Additional Parity Bonds shall be payable as to principal on July 1 of each year in which principal is due and shall be payable as to interest on January 1 and July 1, beginning not later than six (6) months from the date of the proposed Additional Parity Bonds.

SECTION 8.3. Separately Financed Project. Nothing in this Ordinance shall prevent the Issuer from authorizing and issuing bonds, notes, or other obligations or evidences of indebtedness, other than Additional Parity Bonds, for any project authorized by law, or from financing or otherwise providing for any such project from other available funds (such project being referred to herein as a "Separately Financed Project"), if the debt service on such bonds, notes, or other obligations or evidences of indebtedness, and the Issuer's share of any operating expenses related to such Separately Financed Project, are payable solely from the revenues or other income derived from the ownership or operation of such Separately Financed Project, from other available funds of the Issuer not constituting part of the Revenues or from other funds withdrawn by the Issuer from the Capital Additions Fund.

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

SECTION 9.1. Operation Covenant. The Issuer hereby covenants to operate the Water System in such a manner in order to ensure the continued availability of Net Revenues to pay all costs required by this Bond Ordinance. The Issuer covenants to adequately maintain and improve the Water System and to employ the necessary staff and employees, as required by industry practice and as necessary to properly operate and protect the Water System.

SECTION 9.2. Maintenance of Water System: Disposition. The Issuer will maintain the Water System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for such equipment, maintenance and repairs and for renewals and replacements thereof as may be proper for its economical operation and maintenance, provided, however, that nothing herein shall be construed to prevent the Issuer from ceasing to operate or maintain, or from leasing or disposing of any portion or component of the Water System if, in the judgment of the Issuer, (i) it is advisable to lease, dispose of, or not operate and maintain the same, and (ii) the lease, disposition or failure to maintain or operate such component or portion of the Water System will not prevent the Issuer from meeting the requirements of Sections 6.2 and 9.6 hereof. Notwithstanding anything in the foregoing to the contrary, the sale-leaseback or lease-leaseback of any portion or component of the Water System or any similar contractual arrangements the effect of which is that the Issuer continues to retain as part of the Revenues, the Revenues from such portion or component of the Water System, shall not constitute a lease or disposition thereof for purposes of this Section.

SECTION 9.3. No Competitive Facilities. The Issuer shall not hereafter construct, acquire or operate any plants, structures, facilities or properties which will provide like services of the Water System in the Issuer and the areas currently served by the respective systems in competition with and not as part of the Water System unless such construction, acquisition or operation, in the judgment of the Issuer, does not materially impair the ability of the Issuer to comply with Section 6.2. Unless prohibited by any applicable law or regulation, the Issuer shall not voluntarily grant a franchise to any entity to construct or operate any competing facility providing the same services provided by the Water System.

SECTION 9.4. No Free Service. The Issuer will not permit free water, electricity or sewerage service to be supplied by the Water System to the Issuer or any department thereof or to any person, firm or corporation, public or private, or to any public agency or instrumentality.

SECTION 9.5. Operating Budget. Before the first day of each Fiscal Year the Governing Authority shall prepare, approve and adopt in the manner prescribed by law, and may amend from time to time as provided by law, a detailed budget of the Revenues, Bond Service Requirement, and Cost of Operation and Maintenance for the next succeeding Fiscal Year. Copies of its annual budgets and all authorizations for increases in the Cost of Operation and Maintenance shall be available for inspection at the offices of the Issuer and shall be mailed to any Owner requesting the same.

SECTION 9.6. Rate Covenant.

(a) So long as any Series 2021 Bonds remain Outstanding, the Issuer will fix, charge and collect, or cause to be fixed, charged and collected, subject to applicable requirements or restrictions imposed by law, such rates, rentals, fees and charges for the use of and for the services and products provided by the Water System as are expected to be sufficient in each Bond Year to produce Revenues in an amount at least equal to the sum of (i) one hundred percent (100%) of the Costs of Operation and Maintenance for such Bond Year, (ii) one hundred twenty percent (120%) of the Bond Service Requirement for such Bond Year, (iii) one hundred percent (100%) of all other payments required to be pursuant to this Ordinance and any Additional Parity Bond

Ordinance, and (iv) any additional amount required to make all other payments required to be made.

(b) Failure by the Issuer to comply with the preceding paragraph of this Section in any Fiscal Year shall not constitute an event of default as described in Section 11.1 hereof so long as the Issuer shall, no later than sixty (60) days after discovering such non-compliance and in all events no later than sixty (60) days of receipt by the Issuer of audited financial statements delivered pursuant to Section 9.8 hereof which statements show such noncompliance, retain a Qualified Independent Consultant for the purpose of reviewing the Water System fees, rates, rents, charges and surcharges and shall implement the recommendations of such Qualified Independent Consultant with respect to such fees, rates, rents, charges and surcharges filed by the Qualified Independent Consultant with the Issuer in a written report or certificate, and such failure shall not be an event of default even though the Qualified Independent Consultant shall be of the opinion, as set forth in such report or certificate, that it would be impracticable at the time to charge such fees, rates, rents, charges and surcharges for the Water System as would provide funds sufficient to comply with the requirements of the preceding paragraph so long as the Issuer imposes such schedule of fees, rates, rents, charges and surcharges as in the opinion of such Qualified Independent Consultant will allow the Issuer to as nearly as then practicable comply with such requirements and the Issuer shall again be in compliance within the preceding paragraph of this Section no later than twelve calendar months after its discovery of such non-compliance.

SECTION 9.7. Books and Records. The Issuer shall keep separately identifiable financial books, records, accounts and data concerning the operation of the Water System and the receipt and disbursement of Revenues, and any Owner shall have the right at all reasonable times to inspect the same.

SECTION 9.8. Reports and Annual Audits. The Issuer shall require that an annual audit of the accounts and records with respect to the Water System be completed as soon as reasonably practicable after the end of each Fiscal Year by a qualified independent certified public accountant. Such audit shall be conducted in accordance with generally accepted auditing standards as applied to governments and shall include a statement by such auditors that no default on the part of the Issuer of any covenant or obligation hereunder has been disclosed by reason of such audit, or, alternatively, specifying in reasonable detail the nature of such default.

SECTION 9.9. Insurance and Condemnation Awards. The Issuer will carry adequate fire, windstorm, explosion and other hazard insurance on the components of the Water System that are subject to loss through fire, windstorm, hurricane, cyclone, explosion or other hazards; adequate public liability insurance; other insurance of the kinds and amounts normally carried in the operation of similar enterprises; and in time of war, such insurance as may be available at reasonable cost against loss or damage by the risks and hazards of war in an amount or amounts equal to the fair market value of the Water System. The Issuer may, upon appropriate authorization by its Governing Authority, self-insure against such risks on a sound actuarial basis. Any such insurance shall be carried for the benefit of the Issuer and, to the extent herein provided, the Owners. All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of the Water System or any part thereof are hereby pledged by the Issuer as security first for the Unrefunded Series 2015 Bonds, if still Outstanding, the Series 2021 Bonds and any Additional Parity Bonds, and then for any Subordinated Obligations, and shall be deposited at the option of the Issuer but subject to such security limitations hereinafter described either (i) into the Capital Additions Fund, in which case, such proceeds shall be held in the Capital Additions Fund and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the various Funds for the purpose of purchasing or redeeming Indebtedness in the order set forth herein.

SECTION 9.10. Enforcement of Collections. The Issuer will diligently enforce and collect the fees, rates, rentals and other charges for the use of the products, services and facilities of the Water System. The Issuer will not take any action that will impair or adversely affect its rights to impose, collect and receive the Revenues as herein provided,

or impair or adversely affect in any manner the pledge of the Revenues made herein or the rights of the Owners.

SECTION 9.11. Additions to Water System. The Issuer may add to the Water System any facilities or equipment purchased, acquired or constructed for the purpose of improving or renovating any element of the then-existing Water System. In addition, the Issuer may add to the Water System any facilities or equipment for the provision of utility-related services other than those provided by the then existing Water System so long as the Issuer shall have received an opinion of Bond Counsel that the addition to the Water System will not, in and of itself, cause the interest on any tax advantaged Indebtedness of the Issuer to be include in gross income of the Owners thereof for federal income tax purposes.

SECTION 9.12. Consulting Engineer. It is recognized and understood that in purchasing and accepting delivery of the Series 2021 Bonds herein authorized the original purchaser thereof have relied, and the Owners of the Series 2021 Bonds from time to time will rely, upon representations made by the Issuer that the Water System will be economically and efficiently operated so that both the Issuer and the Owners of the Series 2021 Bonds may benefit through the production of maximum revenues. To this end, the Issuer hereby covenants and agrees that it will retain a consulting utility engineer (in this Bond Ordinance referred to as "Consulting Engineer") for the purpose of providing the Issuer with proper engineering counsel in the operation of the Water System. The reasonable compensation as may be fixed by the Governing Authority and the payment of such compensation shall be considered a Cost of Operation and Maintenance. The Consulting Engineer retained under the provision of this Bond Ordinance may be replaced at any time by another engineer or firm of engineers appointed or retained by the Issuer. If the Consulting Engineer is ever appointed, retained or replaced as above provided, such engineer or successor engineer shall be selected with special reference to his knowledge and experience in the construction and operation of publicly owned water utility properties and shall be retained under contract at such reasonable compensation as may from time to time be agreed upon by the Governing Authority and the engineer. Upon the petition of twenty-five (25%) of the Owners of the outstanding Series 2021 Bonds, the Issuer shall replace the Consulting Engineer. Said Consulting Engineer shall annually inspect the Water System and the records relating thereto, and within six (6) months after the close of the Fiscal Year he shall prepare a written report upon the operations of the Water System during the preceding year, the condition and maintenance of the properties thereof, the efficiency of the management of the property, the proper and adequate keeping of books of account and record, the adherence to budget and budgetary control provisions, the adherence to all the provisions of this Bond Ordinance, and any other things having a bearing upon the efficient and profitable operation of the Water System as the Consulting Engineer feels should be contained in the report. Said Consulting Engineer shall also submit in said report such recommendations for maintenance, insurance, operation, repairs, renewals replacements, extensions, betterments and improvements as he may deem proper. Copies of such report shall be placed on file with the Secretary of the Governing Authority. It shall also be the duty of the Consulting Engineer to advise the Issuer as to any changes or revisions of rates, fees, rents or other charges for services and facilities rendered or furnished by the Water System, and the Issuer agrees to make no revisions therein which are not approved by the Consulting Engineer except that changes or revisions of such rates, fees, rents or other charges may be made without the approval of the Consulting Engineer if the Governing Authority by ordinance adopted by two-thirds (2/3) of its member shall order such changes or revisions.

ARTICLE X SUPPLEMENTAL BOND ORDINANCES

SECTION 10.1. Supplemental Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time, from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Registrar and any rating agency which is then rating the Series 2021 Bonds, of a notice thereof at least fifteen (15) days prior to the adoption thereof, and thereafter with 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 Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;

(b) to add to the limitations and restrictions in the Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Ordinance as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Ordinance;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Ordinance; or

(e) to insert such provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Ordinance as theretofore in effect.

SECTION 10.2. Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 10.1, 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 Bond Obligation at the time such consent is given. The Issuer shall give a notice thereof to the Registrar and any rating agency which is then rating the Series 2021 Bonds, at least fifteen (15) days prior to the adoption thereof, and thereafter shall furnish to said persons a certified copy thereof. No such modification or amendment shall permit a change in the terms of prepayment or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the prepayment price thereof or in the rate of interest thereon without the consent of the Owner of such Series 2021 Refunding Bond, or shall reduce the percentages of Series 2021 Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect rates and charges as provided herein, without the consent of the Owners of all of the Series 2021 Bonds then Outstanding, or shall change or modify any of the rights or obligations of either the Registrar without its written assent thereto.

ARTICLE XI EVENTS OF DEFAULT

SECTION 11.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say if:

(a) payment of principal of any Series 2021 Bonds or Additional Parity Bonds shall not be made when the same shall become due and payable, either at maturity or on required payment dates by proceedings for redemption or otherwise; or

(b) payment of any installment of interest and any administrative fee on the Series 2021 Bonds or any Additional Parity Bonds shall not be made when the same shall become due and payable; or

(c) an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Issuer, the Water System, the Revenues, or any part thereof or the filing of a petition by the Issuer for relief under federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Louisiana, which shall not be dismissed, vacated or discharged within thirty (30) days after the filing thereof; or

(d) any proceedings shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a compromise between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statutes now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Revenues; or

(e) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Bond Ordinance on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by the Owners of not less than twenty-five percent (25%) of the Bond Obligation; notwithstanding the foregoing, however, an event of default shall not be deemed to have occurred under this paragraph if the default of the Issuer can't be cured within sixty (60) days of such notice but can be cured within a reasonable period of time and the Issuer in good faith institutes curative action within such sixty-day period and diligently pursues such action until the default has been corrected, or

(f) an "Even of Default" shall have occurred under the Series 2015 Bond Ordinance while the Series 2015 Bonds are still outstanding.

SECTION 11.2. Enforcement of Remedies. Upon the happening and continuance of any event of default specified in Section 11.1, then and in every such case the Owners of not less than twenty-five percent (25%) of the Bond Obligation may appoint any state bank, national bank, trust company or national banking association qualified to transact business in Louisiana to serve as trustee for the benefit of the Owners of all Series 2021 Bonds then outstanding (the "Trustee"). Notice of such appointment, together with evidence of the requisite signatures of the Owners of twenty-five percent (25%) of the Bond Obligation and the trust instrument under which the Trustee shall have agreed to serve shall be filed with the Issuer and the Trustee and notice of such appointment shall be filed in the manner required by the Continuing Disclosure Certificate approved in Section 7.4 hereof. After the appointment of a Trustee hereunder, no further Trustees may be appointed; however, the Owners of a majority of the Bond Obligation may remove the Trustee initially appointed and appoint one or more successors at any time. If the Event of Default for which the Trustee was appointed is cured or waived pursuant to this Article, the appointment of the Trustee shall terminate with respect to such default.

After a Trustee has been appointed pursuant to the foregoing, the Trustee may proceed, and upon the written request of Owners of twenty-five percent (25%) of the Bond Obligation shall proceed, to protect and enforce the rights of the Owners under the laws of the State of Louisiana, by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board, body or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, all as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy against the Issuer under this Ordinance the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Issuer for principal and interest or otherwise under any provisions of this Bond Ordinance or of such Series 2021 Bonds and unpaid, with interest on overdue payments of principal and, to the extent permitted by law, on interest at the rate or rates of interest specified in such Series 2021 Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Series 2021 Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and in such Series 2021 Bonds, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from moneys in the Receipts Fund, on a pro-rata basis, and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable.

SECTION 11.3. Effect of Discontinuing Proceedings. In case any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or such Owner, then and in every such case the Issuer, the Trustee and Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 11.4. Directions to Trustee as to Remedial Proceedings. Anything in this Bond Ordinance to the contrary notwithstanding, the Owners of a majority of the Bond Obligation shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Bond Ordinance, and that the Trustee shall have the right to decline to follow any such direction which in the reasonable opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

SECTION 11.5. Pro Rata Application of Funds. Anything in this Bond Ordinance to the contrary notwithstanding, if at any time the moneys in the Sinking Fund shall not be sufficient to pay the principal of or the interest on the Series 2021 Bonds as the same become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied first to the payment of principal and interest on the Unrefunded Series 2015 Bonds, if still outstanding, the Series 2021 Bonds and any Additional Parity Bonds, and Second to make any other payments required under this Bond Ordinance or any Additional Parity Bond Ordinance, and third to make any payments on Subordinated Obligations, and fourth for any other lawful corporate purposes of the Issuer as may be directed by the Issuer.

SECTION 11.6. Restrictions on Actions by Individual Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any obligation hereunder or for any other remedy hereunder unless such Owner previously shall have given to the Issuer written notice of the event of default on account of which suit, action or proceeding is to be taken, and unless the Owners of not less than twenty-five percent (25%) of the Bond Obligation shall have made written request of the Issuer after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Issuer a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Issuer reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, including the reasonable fees of its attorneys (including fees on appeal), and the Issuer shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of this Bond Ordinance or for any other remedy hereunder. It is understood and intended that no one or more Owners of the Series 2021 Bonds hereunder secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Bond Ordinance, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners, and that any individual rights of action or any other right given to one or more of such Owners by law are restricted by this Bond Ordinance to the rights and remedies herein provided.

Nothing contained herein, however, shall affect or impair the right of any Owner, individually, to enforce the payment of the principal of and interest on his Series 2021 Refunding Bond or Series 2021 Bonds at and after the maturity thereof, at the time, place, from the source and in the manner provided in this Bond Ordinance.

SECTION 11.7. Appointment of a Receiver. Upon the happening and continuance of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Bond Ordinance, the Trustee shall be entitled, as a matter of right, without regard to the solvency of the Issuer, to the appointment of a receiver or receivers of the Water System, pending such proceedings, with such powers as the court making such appointments shall confer, whether or not the Revenues, the Net Revenues and other funds pledged hereunder shall be deemed sufficient ultimately to satisfy the Series 2021 Bonds outstanding hereunder.

ARTICLE XII CONCERNING FIDUCIARIES

SECTION 12.1. Escrow Agent; Appointment and Acceptance of Duties. Hancock Whitney Bank, in Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 12.2. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of Hancock Whitney Bank, in Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 12.3. Successor Paying Agent. Any successor Paying Agent shall be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, with combined capital surplus and undivided profits of at least \$50,000,000. No resignation or removal of the Paying Agent shall become effective until a successor Paying Agent has been appointed and has accepted its duties.

ARTICLE XIII SALE OF SERIES 2021 BONDS

SECTION 13.1. Sale of Series 2021 Bonds. The Series 2021 Bonds are hereby authorized to be sold to the Underwriter, and the Parish President, Chief Financial Officer and/or the Secretary of this Governing Authority are hereby authorized to execute a Purchase Agreement in substantially the form attached hereto as **Exhibit D**, and each are hereby further authorized, empowered and directed to execute and deliver or cause to be executed and delivered, on behalf of the Issuer, all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement this Bond Ordinance or to facilitate the sale of the Series 2021 Bonds and to cause the Series 2021 Bonds to be delivered to the Underwriter as provided in the Purchase Agreement.

SECTION 13.2. Official Statement. The preparation and distribution of the Preliminary Official Statement and the Official Statement of the Issuer relating to the Series 2021 Bonds containing security features, other pertinent information as deemed necessary, advisable or desirable and detailed and comprehensive financial and statistical data, is hereby ratified and approved, if necessary. The costs of the preparation, printing, and distribution of the Preliminary Official Statement and the Official Statement, if necessary, shall be paid from the proceeds of the Series 2021 Bonds.

ARTICLE XIV REDEMPTION OF REFUNDED BONDS

SECTION 14.1. Call for Redemption. The Refunded Bonds maturing July 1, 2030, and thereafter, as more fully described in **Exhibit C** hereto, are hereby called for redemption on July 1, 2025, at the principal amount of each Refunded Bond so redeemed, together with accrued interest to the call date, in compliance with the ordinance authorizing their issuance.

SECTION 14.2. Notice of Redemption. In accordance with ordinance authorizing the issuance of the Refunded Bonds, a notice of redemption in substantially the form attached hereto as **Exhibit C**, shall be given by the paying agent by mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the

registered owner of each Refunded Bond to be redeemed at his address as shown on the registration books of the said paying agent of the Refunded Bonds, and to the bond insurer for the Refunded Bonds.

ARTICLE XV MISCELLANEOUS

SECTION 15.1. Defeasance. (a) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Series 2021 Bonds, at the times and in the manner stipulated in this Bond Ordinance, then the pledge of the money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owners of the Series 2021 Bonds 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.

(b) Series 2021 Bonds 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. Series 2021 Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased using Defeasance Obligations pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 15.2. Authorization of Municipal Bond Insurance Policy and Reserve Account Alternate Investment. If there is a Municipal Bond Insurance Policy in effect guaranteeing the scheduled payments of principal of and interest on the Series 2021 Bonds, the Issuer is hereby authorized to execute and deliver an Insurance Agreement with the Bond Insurer, setting forth the rights and obligations of the Bond Insurer and the payment procedures pursuant to the Municipal Bond Insurance Policy and the Reserve Account Alternate Investment/debt service reserve policy, if any.

SECTION 15.3. 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 Registrar and the Owners 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 Registrar and the Owners.

SECTION 15.4. Evidence of Signatures of Owners and Ownership of Series 2021 Bonds. Any request, consent, revocation of consent or other instrument which this 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 Series 2021 Bonds shall be sufficient for any purpose of this 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:

(a) 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 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;

(b) the ownership of Series 2021 Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(c) Any request or consent by the Owner of any Series 2021 Refunding Bond shall bind all future Owners of such Series 2021 Refunding Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 15.5. Registrar. The Issuer will at all times maintain a Registrar for the performance of the duties hereunder. The initial Registrar pursuant to this Bond Ordinance is the Paying Agent. This Governing Authority reserves the right to appoint a successor Registrar by (1) filing with the person then performing such function a certified copy of an ordinance appointing a successor and (2) causing notice to be given to each Owner. Every successor Registrar shall at all times be a corporation 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. In appointing a successor Registrar, this Governing Authority will authorize the Executive Officers to execute an appropriate agreement with the successor Registrar or and on behalf of the Issuer in such form as may be satisfactory to the Executive Officers, setting forth the duties and obligations of the successor Registrar.

SECTION 15.6. No Recourse on the Series 2021 Bonds. No recourse shall be had for the payment of the principal of or interest on the Series 2021 Bonds 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 Series 2021 Bonds.

SECTION 15.7. Moneys Held for Particular Series 2021 Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Series 2021 Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Series 2021 Bonds entitled thereto.

SECTION 15.8. Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and ensure to the benefit of its successors and assigns whether so expressed or not.

SECTION 15.9. Subrogation. In the event the Series 2021 Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the Owner or Owners of the Refunded Bonds.

SECTION 15.10. Severability. In case any one or more of the provisions of this Bond Ordinance or of the Series 2021 Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Ordinance or of the Series 2021 Bonds, but this Bond Ordinance and the Series 2021 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance or the Series 2021 Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Series 2021 Bonds.

SECTION 15.11. Preliminary Resolution. The Series 2021 Bonds issued hereunder are the same Series 2021 Bonds authorized pursuant to Resolution No. 6543 (the "Resolution") adopted by the Governing Authority on February 22, 2021. Any terms of the Resolution in conflict with the terms hereof shall be amended to the extent of such conflict to comply with the terms of this Bond Ordinance.

SECTION 15.12. Publication of Ordinance. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary

to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 15.13. Post-Issuance Compliance. The Executive Officers and/or their designees are directed to establish written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Series 2021 Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Series 2021 Bonds.

SECTION 15.14. Execution of Documents. In connection with the issuance and sale of the Series 2021 Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 15.15. Effective Date. This ordinance shall become effective five days after publication in the official journal.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE,
BELLOCK, FISHER
NAYS: NONE
ABSENT: GIBBS, FISHER-PERRIER

And the ordinance was declared adopted on this, the 7th day of June, 2021, to become effective five (5) days after publication in the official journal.

CHAIRMAN: Marileyn B. Bellock
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 8, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Mathew Jewell
RETD/SECRETARY: June 8, 2021
AT: 3:00 pm RECD BY: [Signature]

DEFEASANCE AND ESCROW DEPOSIT AGREEMENT

This DEFEASANCE AND ESCROW DEPOSIT AGREEMENT (the "*Agreement*"), by and between **CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, LOUISIANA** (the "*Issuer*"), **HANCOCK WHITNEY BANK** (the "*Escrow Agent*"), each appearing herein through the hereinafter named officers, which shall be dated July 1, 2021.

WITNESSETH:

WHEREAS, the Issuer has heretofore duly authorized and issued its Water Revenue Refunding Bonds, Series 2015, of which \$18,265,000 is outstanding (the "*Series 2015 Bonds*"); and

WHEREAS, the Issuer has found and determined that the refunding of \$12,490,000 of the Series 2015 Bonds, which mature July 1, 2030, July 1, 2035 and July 1, 2036, inclusive (the "*Refunded Bonds*"), would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of \$15,025,000 of its Taxable Water Revenue Refunding Bonds, Series 2021 (the "*Bonds*"), a portion of the proceeds of which are to be used for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the St. Charles Parish Council, acting as the governing authority of the Issuer on June 7, 2021 (the "*Bond Ordinance*"); and

WHEREAS, this Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of and interest on the Refunded Bonds as the same mature and become due or are redeemed;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund.

There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as "Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, Water Revenue Refunding Bonds, Series 2021-Escrow Fund" (herein called the "*Escrow Fund*") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund: Application of Moneys.

(a) Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$14,781,384.46 from the proceeds of the Bonds (the "Bond Proceeds"). Such funds will be applied as follows:

- i) \$ 14,642,768.00 of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in **Schedule A** attached hereto; and
- ii) \$ 0.94 of Bond Proceeds to the Escrow Fund for initial cash deposit; and
- iii) \$ 138,006.25 of Bond Proceeds to the Expense Fund created in Section 4 hereof.

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) above to purchase the obligations described in **Schedule A** attached hereto. The obligations listed in **Schedule A** hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations." Concurrently with such deposit, the Escrow Agent shall deposit the moneys described in (ii) above in the Escrow Fund and shall hold such moneys uninvested and without liability for interest. All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in **Schedule B** attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of and interest on the Refunded Bonds. The Issuer has heretofore found and determined that the investments described in said **Schedule A** are adequate in yield and maturity date in order to provide the necessary moneys, when combined with initial cash deposit to the Escrow Fund, to accomplish the refunding of the Refunded Bonds, as provided in this paragraph (b) and in **Schedule C**.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in **Schedule A** hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "**Replacement Obligations**") described in paragraph (c) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in **Schedule A** which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in **Schedule A** for which such Replacement Obligations described in such paragraph (c) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except as provided in this subparagraph (b) and pursuant to the following subparagraph (c).

(c) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if:

(i) such obligations are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in **Schedule A** hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in **Schedule A** hereto for which the substitution occurred;

(ii) such obligations mature on or before the next date on which the Government Securities listed in **Schedule A** hereto which are substituted for will be required for payment of principal of, or interest on the Refunded Bonds; and

(iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal and interest of the Refunded Bonds as shown on **Schedule C** and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in **Schedule C**, the Escrow Agent, at the written direction of the Issuer, may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, as determined by an opinion of a nationally recognized bond counsel.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations and the Replacement Obligations, if any, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Deposit to Escrow Fund Irrevocable.

The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations and Replacement Obligations, if any, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the

principal of and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 4. Establishment of Expense Fund: Use of Moneys in Expense Fund.

There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Ordinance (herein called the "Expense Fund") to be held in the custody of the Escrow Agent separate and apart from any other funds of the Issuer and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Expense Fund shall be used for and applied to the payment of the Costs of Issuance of the Issuer in connection with the issuance, sale and delivery of the Bonds; and pending such disbursement moneys in the Expense Fund shall be invested by the Escrow Agent as directed by the Issuer. Payment of the aforesaid expenses shall be made by the Escrow Agent from the moneys on deposit in such Expense Fund for the purposes listed in **Schedule D** hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the Issuer signed by the Finance Director of the Issuer, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Expense Fund is a proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Expense Fund have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent and applied by the Issuer to the payment of principal of Bonds next falling due.

SECTION 5. Use of Moneys.

The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations and Replacement Obligations, if any, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations and Replacement Obligations, if any, held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) and (c) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and Replacement Obligations, if any, and cash available for such purposes in the Escrow Fund and Expense Fund. Any amounts held as cash in the Escrow Fund or Expense Fund shall be held in cash without any investment thereof or liability for interest thereon, not as a time or demand deposit with any bank, savings and loan or other depository.

SECTION 6. Payment of Refunded Bonds.

The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations and Replacement Obligations, if any, as the same are payable. On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds due on said date and any principal of and redemption premiums on the Refunded Bonds due on said date by reason of the redemption of Refunded Bonds, in accordance with **Schedule C** attached hereto.

SECTION 7. Instructions to Redeem; Instructions to Provide Notice of Redemption and Notice of Advance Refunding and Defeasance to the Series 2015 Paying Agent .

The Issuer hereby irrevocably instructs the Escrow Agent to notify The Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunded Bonds (the "Series 2015 Paying Agent") to optionally redeem \$12,490,000 aggregate principal amount of the Refunded Bonds on July 1, 2025, and hereby irrevocably instructs the Escrow Agent to notify the 2015 Paying Agent to give notice of such redemption substantially in the form of **Exhibit A-1** hereto, pursuant to the provisions of the Ordinance No. 15-2-1 adopted by the Parish Council of St. Charles Parish, State of Louisiana, acting as the governing authority of the Issuer on February 9, 2015.

Additionally, the Issuer hereby irrevocably instructs the Escrow Agent to cause a Notice of Advance Refunding and Defeasance of the Refunded Bonds, substantially in the form of **Exhibit A-2** hereto, to be given to the owners or holders of the Refunded Bonds as soon as practicable following the date of delivery of the Bonds.

SECTION 8. Remaining Moneys in Escrow Fund.

Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by this Bond Ordinance and this Agreement.

SECTION 9. Rights of Owners of Refunded Bonds.

The Escrow Fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 10. Fees and Rights of Escrow Agent.

In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10. Notwithstanding anything in this Agreement to the contrary, if the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to

undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's gross negligence or willful misconduct), the Escrow Agent shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Escrow Agent for such extraordinary fees, cost and expense reasonably and necessarily incurred in connection therewith.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in **Schedule A**, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 11. Enforcement.

The Issuer, the Series 2015 Paying Agent and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 12. Records and Reports.

The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations and Replacement Obligations, if any, deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Upon prior written notice to the Escrow Agent, such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

SECTION 13. Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors shall resign or be removed or should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, and with the prior written consent of the Issuer, shall promptly and not later than 60 days after such event appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in

writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed or may resign at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 14. Amendments.

This Agreement may be amended with the consent of the Issuer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer and the Escrow Agent shall receive an opinion of nationally recognized bond counsel, that such amendments is permitted under the Agreement and will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to any rating agencies which have rated the Bonds.

SECTION 15. Successors Bound.

All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 16. Louisiana Law Governing.

This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 17. Termination.

Except as provided in Section 10 hereof, this Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 18. Severability.

If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. Counterparts.

This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

[Signature Page – Defeasance and Escrow Deposit Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Defeasance and Escrow Deposit Agreement as of the day and year first written.

CONSOLIDATED WATERWORKS AND
WASTEWATER DISTRICT NO. 1 OF THE
PARISH OF ST. CHARLES, LOUISIANA

By: Matthew Jewell
Name: Matthew Jewell
President of the Parish of St. Charles

ATTEST:

By: Michelle Impastato
Name: Michelle Impastato
Secretary, St. Charles Parish Council

(SEAL)

HANCOCK WHITNEY BANK
as Escrow Agent

By: John Shiroda
Name: John Shiroda
Title: Vice President

SCHEDULE A
To Escrow Deposit Agreement

SCHEDULE OF ESCROW SECURITIES
PURCHASED WITH BOND PROCEEDS

Schedule A-1

**CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021**

**DESCRIPTION OF THE ESCROWED SECURITIES
AS OF JULY 14, 2021**

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	14-Jul-21	01-Jan-22	\$270,710.00	0.030%	100.000000%	\$270,710.00
SLGS	14-Jul-21	01-Jul-22	268,285.00	0.040%	100.000000%	268,285.00
SLGS	14-Jul-21	01-Jan-23	268,389.00	0.080%	100.000000%	268,389.00
SLGS	14-Jul-21	01-Jul-23	268,496.00	0.140%	100.000000%	268,496.00
SLGS	14-Jul-21	01-Jan-24	268,684.00	0.210%	100.000000%	268,684.00
SLGS	14-Jul-21	01-Jul-24	268,967.00	0.290%	100.000000%	268,967.00
SLGS	14-Jul-21	01-Jan-25	269,356.00	0.390%	100.000000%	269,356.00
SLGS	14-Jul-21	01-Jul-25	12,759,881.00	0.500%	100.000000%	12,759,881.00
			\$14,642,768.00			\$14,642,768.00

SCHEDULE B
To Escrow Agreement

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

Schedule B-1

**CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021**

**CASH RECEIPTS FROM THE ESCROWED SECURITIES
AS OF JULY 14, 2021**

Payment Date	SLGS (1)	SLGS (2)	SLGS (2)	SLGS (2)	SLGS (2)	SLGS (2)	SLGS (2)	SLGS (2)	SLGS (2)	Total Cash Receipts
01-Jan-22	\$270,710.00	\$268,285.00	\$268,389.00	\$268,496.00	\$268,684.00	\$268,967.00	\$269,356.00	\$12,759,881.00	0.500000%	\$301,781.18
01-Jul-22	0.030000%	0.040000%	0.080000%	0.140000%	0.210000%	0.290000%	0.390000%	0.500000%	0.500000%	301,780.86
01-Jan-23		\$268,388.49	\$99.77	\$174.67	\$262.19	\$362.45	\$488.13	\$29,645.92		31,899.70
01-Jul-23			107.36	187.95	282.12	390.00	525.24	31,899.70		301,781.37
01-Jan-24			268,496.36	187.95	282.12	390.00	525.24	31,899.70		301,781.01
01-Jul-24				268,683.95	282.12	390.00	525.24	31,899.70		301,781.06
01-Jan-25					268,966.12	390.00	525.24	31,899.70		301,781.94
01-Jul-25						269,357.00	269,881.24	31,899.70		301,780.94
	\$270,748.05	\$268,388.49	\$268,703.49	\$269,234.52	\$270,074.67	\$271,279.45	\$272,995.57	\$13,012,824.82		\$14,904,249.06

(1) U.S. Treasury Certificate of Indebtedness (State and Local Government Series).
(2) U.S. Treasury Note or Bond (State and Local Government Series).

CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021

ESCROW ACCOUNT CASH FLOW
AS OF JULY 14, 2021

Date	Cash Receipts From the Escrowed Securities (Exhibit A-1)	Cash Disbursement From Escrow (Exhibit B)	Cash Balance
Beginning Balance:			\$0.94
01-Jan-22	\$301,781.18	\$301,781.25	0.87
01-Jul-22	301,780.86	301,781.25	0.48
01-Jan-23	301,781.37	301,781.25	0.60
01-Jul-23	301,781.01	301,781.25	0.36
01-Jan-24	301,781.06	301,781.25	0.17
01-Jul-24	301,781.94	301,781.25	0.86
01-Jan-25	301,780.94	301,781.25	0.55
01-Jul-25	12,791,780.70	12,791,781.25	0.00
	<u>\$14,904,249.06</u>	<u>\$14,904,250.00</u>	

**CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE REFUNDED BONDS
AS OF JULY 14, 2021**

Payment Date	Rate	Payment For		Total
		Principal Redeemed	Interest	
01-Jan-22			\$301,781.25	\$301,781.25
01-Jul-22			301,781.25	301,781.25
01-Jan-23			301,781.25	301,781.25
01-Jul-23			301,781.25	301,781.25
01-Jan-24			301,781.25	301,781.25
01-Jul-24			301,781.25	301,781.25
01-Jan-25			301,781.25	301,781.25
01-Jul-25	Various	\$12,490,000.00	301,781.25	12,791,781.25
		<u>\$12,490,000.00</u>	<u>\$2,414,250.00</u>	<u>\$14,904,250.00</u>

SCHEDULE C
To Escrow Deposit Agreement

DEBT SERVICE ON REFUNDED BONDS

Schedule C-1

**CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021**

**DEBT SERVICE REQUIREMENTS FOR THE REFUNDED BONDS
ASSUMING NO OPTIONAL REDEMPTION PRIOR TO MATURITY
AS OF JULY 14, 2021**

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment
		Principal	Interest	
01-Jan-22			\$301,781.25	\$301,781.25
01-Jul-22			301,781.25	301,781.25
01-Jan-23			301,781.25	301,781.25
01-Jul-23			301,781.25	301,781.25
01-Jan-24			301,781.25	301,781.25
01-Jul-24			301,781.25	301,781.25
01-Jan-25			301,781.25	301,781.25
01-Jul-25			301,781.25	301,781.25
01-Jan-26			301,781.25	301,781.25
01-Jul-26			301,781.25	301,781.25
01-Jan-27			301,781.25	301,781.25
01-Jul-27			301,781.25	301,781.25
01-Jan-28			301,781.25	301,781.25
01-Jul-28	5.000%	\$1,130,000.00	301,781.25	1,431,781.25
01-Jan-29			273,531.25	273,531.25
01-Jul-29	5.000%	1,190,000.00	273,531.25	1,463,531.25
01-Jan-30			243,781.25	243,781.25
01-Jul-30	5.000%	1,250,000.00	243,781.25	1,493,781.25
01-Jan-31			212,531.25	212,531.25
01-Jul-31	5.000%	1,310,000.00	212,531.25	1,522,531.25
01-Jan-32			179,781.25	179,781.25
01-Jul-32	5.000%	1,380,000.00	179,781.25	1,559,781.25
01-Jan-33			145,281.25	145,281.25
01-Jul-33	5.000%	1,445,000.00	145,281.25	1,590,281.25
01-Jan-34			109,156.25	109,156.25
01-Jul-34	5.000%	1,520,000.00	109,156.25	1,629,156.25
01-Jan-35			71,156.25	71,156.25
01-Jul-35	5.000%	1,590,000.00	71,156.25	1,661,156.25
01-Jan-36			31,406.25	31,406.25
01-Jul-36	3.750%	1,675,000.00	31,406.25	1,706,406.25
		<u>\$12,490,000.00</u>	<u>\$6,758,187.50</u>	<u>\$19,248,187.50</u>

**CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021**

**REFUNDING BOND DEBT SERVICE REQUIREMENTS AND PRODUCTION
AS OF JULY 14, 2021**

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment	Reoffering Price	Total Production
		Principal	Interest			
01-Jan-22			\$149,331.68	\$149,331.68		
01-Jul-22	0.409%	\$275,000.00	160,956.30	435,956.30	100.000%	\$275,000.00
01-Jan-23			160,393.93	160,393.93		
01-Jul-23	0.509%	260,000.00	160,393.93	420,393.93	100.000%	260,000.00
01-Jan-24			159,732.23	159,732.23		
01-Jul-24	0.784%	265,000.00	159,732.23	424,732.23	100.000%	265,000.00
01-Jan-25			158,693.43	158,693.43		
01-Jul-25	1.037%	265,000.00	158,693.43	423,693.43	100.000%	265,000.00
01-Jan-26			157,319.40	157,319.40		
01-Jul-26	1.287%	270,000.00	157,319.40	427,319.40	100.000%	270,000.00
01-Jan-27			155,581.95	155,581.95		
01-Jul-27	1.546%	270,000.00	155,581.95	425,581.95	100.000%	270,000.00
01-Jan-28			153,494.85	153,494.85		
01-Jul-28	1.746%	1,370,000.00	153,494.85	1,523,494.85	100.000%	1,370,000.00
01-Jan-29			141,534.75	141,534.75		
01-Jul-29	1.949%	1,395,000.00	141,534.75	1,536,534.75	100.000%	1,395,000.00
01-Jan-30			127,940.48	127,940.48		
01-Jul-30	2.049%	1,425,000.00	127,940.48	1,552,940.48	100.000%	1,425,000.00
01-Jan-31			113,341.35	113,341.35		
01-Jul-31	2.199%	1,450,000.00	113,341.35	1,563,341.35	100.000%	1,450,000.00
01-Jan-32			97,398.60	97,398.60		
01-Jul-32	2.299%	1,485,000.00	97,398.60	1,582,398.60	100.000%	1,485,000.00
01-Jan-33			80,328.53	80,328.53		
01-Jul-33	2.399%	1,515,000.00	80,328.53	1,595,328.53	100.000%	1,515,000.00
01-Jan-34			62,156.10	62,156.10		
01-Jul-34	2.499%	1,555,000.00	62,156.10	1,617,156.10	100.000%	1,555,000.00
01-Jan-35			42,726.38	42,726.38		
01-Jul-35	2.599%	1,590,000.00	42,726.38	1,632,726.38	100.000%	1,590,000.00
01-Jan-36			22,064.33	22,064.33		
01-Jul-36	2.699%	1,635,000.00	22,064.33	1,657,064.33	100.000%	1,635,000.00
		<u>\$15,025,000.00</u>	<u>\$3,575,700.60</u>	<u>\$18,600,700.60</u>		<u>\$15,025,000.00</u>

SCHEDULE D
To Escrow Deposit Agreement

ESTIMATED COSTS OF ISSUANCE

	<u>Not to Exceed</u>
Butler Snow LLP - Bond Counsel Fee	\$57,168.75
Butler Snow LLP - Bond Counsel Expenses	\$3,100.00
Louisiana State Bond Commission Fee (\$8,287.50 less \$100.00 application fee paid by Butler Snow LLP)	\$8,187.50
Hancock Whitney Bank – Escrow Agent Fee	\$4,000.00
Hancock Whitney Bank – Initial Fee as Paying Agent	\$1,500.00
Government Consultants, Inc. - Municipal Advisory Fee and Expenses	\$30,050.00
Causey, Demgen & Moore, P.C. – Verification Agent	\$3,000.00
Dorsey Review	\$1,000.00
POS/Official Statement Printing and Investor Presentation	\$2,500.00
Legal Publication – St. Charles Herald-Guide	\$7,500.00
David Moyer LLC – Underwriter’s Counsel	\$20,000.00
TOTAL	<u>\$138,006.25</u>

FORM OF NOTICE OF REDEMPTION

**PARTIAL REDEMPTION OF
\$22,170,000 WATER REVENUE REFUNDING BONDS, SERIES 2015
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA
(the "Series 2015 Bonds")**

DATED MARCH 3, 2015

NOTICE IS HEREBY GIVEN that in accordance with the provisions of Ordinance No. 15-2-1 adopted on February 9, 2015 (the "*Series 2015 Bond Resolution*"), by the Parish Council of the St. Charles Parish, State of Louisiana, acting as the governing authority of Consolidated Waterworks and Wastewater District No. 1 of St. Charles Parish, State of Louisiana (the "*Issuer*"), pursuant to which the Series 2015 Bonds were issued, and Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Series 2015 Bonds maturing July 1, 2030 to and including July 1, 2036 as more fully described below (collectively, the "*Refunded Bonds*"), are hereby called for redemption in the stated portions by the Issuer on July 1, 2025 (the "*Redemption Date*"), at a redemption price of the principal amount thereof together with interest to the Redemption Date. Interest will cease to accrue on the Refunded Bonds from and after the Redemption Date.

<u>CUSIP No.</u>	<u>Rate</u>	<u>Maturity Date (July 1)</u>	<u>Principal Being Redeemed</u>	<u>Total Principal Outstanding</u>
788048 CA2	5.000%	2030	\$3,570,000	\$5,675,000
788048 CB0	5.000%	2035	\$7,245,000	\$7,245,000
788048 CC8	3.750%	2036	\$1,675,000	\$1,675,000

Payment of the Refunded Bonds will be made upon presentation and surrender thereof to the Series 2015 Paying Agent. The Series 2015 Bonds should be presented at the office of the Series 2015 Paying Agent at the following address:

By Mail:

The Bank of New York Mellon Trust
Company, N.A.
Corporate Trust Services
Attn: Bond Redemption Desk
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

By Hand:

The Bank of New York Mellon Trust
Company, N.A.
Corporate Trust Services
Attn: Bond Redemption Desk
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

IMPORTANT INFORMATION

Under the Tax Cuts and Jobs Act of 2017, paying agents making payments of interest or principal on municipal securities may be obligated to withhold twenty-four percent (24%) tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Owners of the Refunded Bonds who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers when presenting the Refunded Bonds for payment.

Dated: _____

**NOTICE OF ADVANCE REFUNDING AND DEFEASANCE OF
\$22,170,000 WATER REVENUE REFUNDING BONDS, SERIES 2015
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN by The Bank of New York Mellon Trust Company, N.A., at the request and on behalf of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, State of Louisiana (the "Issuer"), that \$12,490,000 aggregate principal amount of its above referenced outstanding Water Revenue Refunding Bonds, Series 2015, dated March 3, 2015 (the "Series 2015 Bonds"), which are more fully described below (the "Refunded Bonds"), have been refunded in advance of their stated maturities and are deemed to be paid and discharged. The Refunded Bonds are more fully described as follows:

<u>CUSIP No.</u>	<u>Rate</u>	<u>Maturity Date (July 1)</u>	<u>Principal Being Redeemed</u>	<u>Total Principal Outstanding</u>
788048 CA2	5.000%	2030	\$3,570,000	\$5,675,000
788048 CB0	5.000%	2035	\$7,245,000	\$7,245,000
788048 CC8	3.750%	2036	\$1,675,000	\$1,675,000

On July 14, 2021, the Issuer deposited in escrow with Hancock Whitney Bank, Baton Rouge, Louisiana, as escrow agent under a Defeasance and Escrow Deposit Agreement dated as of July 1, 2021, relating to the Refunded Bonds, cash sufficient to provide moneys to pay on July 1, 2025 (the "Redemption Date"), the principal of and the interest on the Refunded Bonds payable prior to and on the Redemption Date.

The Issuer has given irrevocable directions to The Bank of New York Mellon Trust Company, N.A., as the Paying Agent/Registrar for the Refunded Bonds, to optionally redeem the Refunded Bonds on the Redemption Date. The principal of and interest on the Refunded Bonds will be paid from the escrow deposit described above. As a result of that deposit and provision for call for prior redemption, the Refunded Bonds are defeased and deemed to have been paid and no longer to be outstanding bonds of the Issuer in accordance with the applicable provisions of Ordinance No. 15-2-1 (the "Series 2015 Bond Ordinance"), adopted by the governing authority of the Issuer on February 9, 2015, pursuant to which the Series 2015 Bonds were issued, and Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

Pursuant to the terms of the Series 2015 Bond Ordinance, notice of this defeasance is being sent to the registered owners of the Refunded Bonds by mailing such notice to such owners at their addresses appearing in the registration books maintained by the Series 2015 Paying Agent for the Refunded Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Refunded Bonds. The Refunded Bonds will be redeemed in full on the Redemption Date.

The Series 2015 Bonds maturing July 1, 2022, to and including July 1, 2025, and \$2,105,000 of the Series 2015 Bonds maturing July 1, 2030, are not being advance refunded by the Issuer and will remain outstanding.

No payment is being made to the holders of the Refunded Bonds at this time. This notice and the information contained herein are provided solely for the information of the holders of the Refunded Bonds. There is no need for such holders to take any action with respect to their Refunded Bonds at the present time.

IMPORTANT INFORMATION

The CUSIP numbers are provided for the convenience of bondholders only and neither the Series 2015 Paying Agent nor the Issuer warrants its correctness or accuracy.

Dated: July 14, 2021

EXHIBIT B
to Bond Ordinance

NO.R- _____

PRINCIPAL AMOUNT: \$ _____

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Issuer or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein.

As provided in this Bond Ordinance referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of this Bond Ordinance to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, LOUISIANA

Bond Date	Maturity Date	Interest Rate	CUSIP
July __, 2021	July 1, 20__	_____%	788048 _____

Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

REGISTERED OWNER: CEDE & CO.(TaxIdentification#13-2555119)

PRINCIPAL AMOUNT: _____ DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on January 1 and July 1 of each year, commencing January 1, 2022 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond,

Exhibit B-1

upon maturity, is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at Hancock Whitney Bank, in Baton Rouge, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner hereof. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered as of the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in this Bond Ordinance.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE ORDINANCE, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE ORDINANCE AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER HEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE ORDINANCE, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THE BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

This Bond is one of an authorized issue of Taxable Water Revenue Refunding Bonds, Series 2021, aggregating in principal the sum of _____ Dollars (\$ _____) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to a Bond Ordinance adopted by the St. Charles Parish Council, acting as the governing authority of the Issuer, on June 7, 2021 (the "Bond Ordinance"), for the purpose of (i) advance refunding \$ _____ of the outstanding aggregate principal amount of the Issuer's \$22170,000 Water Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds"), maturing July 30, 2030, July 1, 2035 and July 1, 2036, (ii) providing for a debt service reserve fund for the Series 2021 Bonds, and (iii) paying the cost of issuance of the Series 2021 Bonds, including paying the premiums for a municipal bond insurance policy and a debt service reserve fund surety, under the authority of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in this Bond Ordinance, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Those Bonds maturing on July 1, 20__ and thereafter, shall be callable for redemption by the Issuer in full, or in part, at any time on or after July 1, 20__ (but if less than a full maturity, then by lot within such maturity), at the principal amount thereof and accrued interest to the date fixed for redemption. In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the office of the Paying Agent, and there shall be delivered to the Owner of such Bond, a new Bond of the same maturity and of authorized denomination as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. Official notice of such call of any of the Bonds for redemption shall be given not less than thirty-five (35) days prior to the redemption date by the Issuer to the Paying Agent, who shall within five (5) days thereof give notice of such redemption by means of first class mail, postage prepaid, addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

This Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority of the Bond Obligation, as defined in this Bond Ordinance.

Subject to the limitations and requirements provided in this Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

This Bond and the issue of which it forms a part are payable by an irrevocable pledge and dedication from the income and revenues derived or to be derived from the operation of the Issuer's combined waterworks plants and systems as a single revenue producing public utility (the 'Water System'), after provisions have been made for payment therefrom of the reasonable expenses of administration, operation and maintenance of the Water System and on a complete parity with the Unrefunded Series 2015 Bonds (as same is defined in the Bond Ordinance), maturing July 1, 2022, to and including July 1, 2025, and \$ _____ principal amount of the Unrefunded Series 2015 Bonds maturing July 1, 2030. For a complete statement of the revenues from which and conditions

under which this Bond is issued, and provisions permitting the issuance of *pari passu* additional bonds under certain conditions, reference is hereby made to this Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

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 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 a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the St Charles Parish Council, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the facsimile signatures of the Parish President and Secretary of said governing authority and a facsimile of the corporate seal of the Issuer to be imprinted hereon.

CONSOLIDATED WATERWORKS AND
WASTEWATER DISTRICT NO. 1 OF
THE PARISH OF ST. CHARLES,
LOUISIANA

Name: Michelle Impastato
Secretary, St. Charles Parish Council

Name: Matthew Jewell
President of the Parish of St. Charles

(SEAL)

PAYING AGENT'S CERTIFICATE OF REGISTRATION

This Bond is one of the Bonds referred to in the within mentioned Bond Ordinance.

HANCOCK WHITNEY BANK
Baton Rouge, Louisiana
as Paying Agent

Date of Registration: July __, 2021

By: _____
Authorized Officer

* * * * *

ASSIGNMENT

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

Please Insert Social Security
or other Identifying Number of
Assignee

[Empty rectangular box for Social Security or other Identifying Number of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ 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.

* * * * *

NOTICE OF CALL FOR REDEMPTION
WATER REVENUE BONDS, SERIES 2015
DATED MARCH 3, 2015
(MATURING JULY 1, 2030 THROUGH JULY 1, 2036, INCLUSIVE)
OF
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO.1
OF THE PARISH OF ST. CHARLES, LOUISIANA

NOTICE IS HEREBY GIVEN that, pursuant to an ordinance adopted on _____, 2021, by the St. Charles Parish Council, acting as the governing authority of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "Issuer"), the Issuer hereby calls for redemption on July 1, 2025, \$_____ of the Issuer's outstanding Water Revenue Bonds, Series 2015, dated March 3, 2015, consisting of \$_____ of the bonds of said issue which mature July 1, 2030, \$_____ of the bonds of said issue which mature July 1, 2035, and \$_____ of the bonds of said issue which mature through July 1, 2036, inclusive, as hereinafter set forth (the "Refunded Bonds"), at a price of par, plus accrued interest, upon presentation and surrender of said bonds as set out below.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds are hereby called for redemption on July 1, 2025, at the principal amount thereof and accrued interest to the call date, and being more fully described as follows:

<u>DATE</u> <u>(JULY 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIPs</u>
--------------------------------	------------------------------------	--------------------------------	---------------

No further interest shall accrue and be payable on the Refunded Bonds from and after July 1, 2025. The Refunded Bonds should not be surrendered for payment until July 1, 2025, and then should be surrendered at Bank of New York Mellon Trust Company, N.A., as follows:

By Express Mail
or Courier Service

Bank of New York Mellon Trust Company,
N.A.
2001 Bryan Street, 11th Floor
Dallas, TX 75201

By Mail

Bank of New York Mellon Trust Company,
N.A.
2001 Bryan Street, 11th Floor
Dallas, TX 75201

Holders of said Refunded Bonds are reminded that the Federal Interest and Dividend Tax Compliance Act of 1983 requires that the Paying Agent, as payor, withhold 28% of the principal amount if a Taxpayer Identification Number has not been provided by the Holder as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then

Bondholders are requested to provide this information to the Paying Agent with a Form W-9 in order to avoid the aforesaid withholding.

CONSOLIDATED WATERWORKS AND
WASTEWATER DISTRICT NO. 1 OF THE
PARISH OF ST. CHARLES, LOUISIANA

By: /s/ Michelle Impastato
Secretary, St. Charles Parish Council

Date: _____, 2021

FORM OF
BOND PURCHASE AGREEMENT

§ _____
TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, LOUISIANA

_____, 2021

Consolidated Waterworks and
Wastewater District No. 1 of the
Parish of St. Charles, Louisiana

Ladies and Gentlemen:

The undersigned, D. A. Davidson & Co. (the "Underwriter"), hereby offers to enter into this agreement (this "Bond Purchase Agreement") with the Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this agreement on or before 11:59 p.m., Central Daylight Time, on this date, which acceptance shall be evidenced by your execution of this Bond Purchase Agreement on behalf of the Issuer as a duly authorized official thereof.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Bond Ordinance (as defined below).

1) **Purchase Price.** Upon the terms and conditions and the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the \$ _____ Taxable Water Revenue Refunding Bonds, Series 2021 of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in **Schedule I** hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 6 hereof. The Bonds are to be issued by the Issuer, under and pursuant to, and are to be secured and payable as set forth in an ordinance adopted by the St. Charles Parish Council, acting as the governing authority of the Issuer (the "Governing Authority"), on June 7, 2021 (the "Bond Ordinance"). The Bonds are authorized and shall be issued pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Refunding Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **Schedule II** attached hereto. [The scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with the delivery of the Bonds by _____ (the "Bond Insurer"). Furthermore, the Bonds are entitled to the benefit of a debt service reserve

fund in accordance with the terms of the Bond Ordinance, which reserve fund is being initially funded via surety bond.]

The Bonds maturing July 1, 20__ will be callable for redemption by the Issuer in full or in part at any time on or after July 1, 20__, at a price equal to the principal amount thereof and accrued interest to the date fixed for redemption.

2) **Representative.** The individual signing on behalf of the Underwriter below is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

3) **Preliminary Official Statement and Official Statement.** The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated _____, 2021 relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended.

The Issuer has delivered a certificate to the Underwriter, dated _____, 2021, to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B.**

The Issuer, within seven (7) business days of the date hereof, shall deliver to the Underwriter sufficient copies of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officer(s) of the Governing Authority (the "Official Statement"), as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of the Rule, with Rule G-32 and with all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Issuer hereby covenants that, if during the period ending on the 25th day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as

the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

4) **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the "new issue disclosure period" (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

The Issuer covenants and agrees to enter into a Continuing Disclosure Certificate to be dated the date of Closing (the "Continuing Disclosure Certificate") constituting an undertaking (an "Undertaking") to provide ongoing disclosure about the Issuer for the benefit of Bondholders as required by the Rule, in the form as set forth in the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

The Issuer hereby further covenants and agrees to enter into the Tax Compliance and No Arbitrage Certificate in the form required by Bond Counsel (the "Tax Certificate") on the date of the Closing.

5) **Representations of the Issuer.** The Issuer hereby represents to the Underwriter as follows:

- a) The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;
- b) The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;

- c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;
- d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;
- e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and

- g) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

6) **Closing.** Delivery of, and Payment for, the Bonds. At 10:00 a.m., Central Standard Time, on or about July __, 2021, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Hancock Whitney Bank, Baton Rouge, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Butler Snow LLP, in Baton Rouge, Louisiana ("Bond Counsel"), or such other place as may be agreed upon by the Underwriter and the Issuer. Such delivery against payment of the Purchase Price therefor at the time listed above is herein called the "Closing." The Bonds will be delivered initially as fully registered bonds, one bond representing each CUSIP number of the Bonds, and registered in such names as the Underwriter may request not less than three business days prior to the Closing (or if no such instructions are received by the Paying Agent, in the name of the Underwriter).

7) **Certain Conditions to Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

- a) At the time of Closing, (i) the Bond Ordinance shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have

been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

- b) At or prior to the Closing, (the Underwriter shall have received each of the following:
 - (1) The approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
 - (2) A supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter, which supplemental opinion shall include, among other things, an opinion of Bond Counsel that the Bond Ordinance and each of the Bond Documents constitute the valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms;
 - (3) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;
 - (4) The Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
 - (5) A specimen of the Bonds;
 - (6) certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;

- (7) [a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Bond Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]
- (8) a certificate of a duly authorized officer of the Issuer, reasonably satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;
- (9) a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
- (10) [A rating letter from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, providing for the following rating(s) on the Bonds:
- * Underlying: "___"/Stable Outlook; and
 - * Insured: "___"/Stable Outlook.]
- (11) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 7(b)(i)(1) and 7(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and
- (12) Executed copies of each of the Bond Documents not listed above in this Section 7(b)(i).

All such opinions, certificates, letters, agreements and documents under Section 7(b)(i) will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8) **Effect of Termination.** If the Issuer shall be unable to satisfy one or more of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and any such condition is not waived by the Underwriter, or if this Bond Purchase Agreement shall

otherwise be terminated pursuant to Section 9 or Section 10 below, then the respective obligations hereunder of the Issuer and the Underwriter shall be cancelled and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the Issuer and the Underwriter shall pay their respective expenses as provided in Section 13 hereof. Notwithstanding the foregoing, in order for either party to terminate or cancel its obligation to purchase or sell the Bonds as set forth herein, it must notify the other party in writing of its election to do so not less than 48 hours before the time for the Closing set forth in Section 6 hereof.

9) **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vii) any rating on the Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (ix) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as

contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (x) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

10) **Termination by Issuer.** Notwithstanding anything herein to the contrary, the Issuer shall have the right to cancel its obligation to sell the Bonds if, between the date hereof and the Closing, the Issuer determines that the Underwriter has failed to comply with its obligations contained in Section 2 hereof with respect to the establishment of the issue price of any maturity of the Bonds.

11) **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12) **Payment of Expenses.** (a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incidental to the performance of its obligations hereunder, including but not limited to: (i) State Bond Commission fees; (ii) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iii) the cost of the preparation of the printed Bonds; (iv) any rating agency fees; (v) the fees and expenses of Bond Counsel, the Paying Agent, the Municipal Advisor, the counsel to the Underwriter and any other experts or consultants retained by the Issuer; and (vi) the cost of the Insurance Policy and surety bond fee.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any; (iii) filing fees in connection with the aforesaid blue sky and legal investment memoranda; (iv) the cost of obtaining CUSIP numbers for the bonds; (v) the fees and expenses of counsel to the Underwriter; and (vi) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with its public offering.

13) **Indemnification and Contribution.** (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Ordinance is required to be qualified under

the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter shall indemnify and hold harmless the Issuer and its officers and employees to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished by it specifically for inclusion in the Preliminary Official Statement and the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. The Issuer acknowledges that the statements set forth under the heading "UNDERWRITING," in the Preliminary Official Statement and the Official Statement, constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement or the Official Statement.

(c) In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought in writing, and the indemnifying party upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate who are or may reasonably be foreseen to be a party in such proceeding and shall pay the fees and disbursements of such counsel to the extent allowed by appropriate law. Any separate counsel retained by such indemnified party shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm for each such indemnified party (to the extent clause (ii) of the preceding sentence is applicable), and that all such fees and expenses shall be reimbursed as they are incurred. The Underwriter in the case of parties indemnified pursuant to paragraph (b) shall discuss with the other indemnifying parties possible counsel and mutually satisfactory counsel shall be agreed upon. The indemnifying party shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

14) **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under

this Bond Purchase Agreement may be given by delivering the same in writing to D. A. Davidson & Co., 1550 Market Street, Suite 300, Denver, Colorado 80202.

15) **Parties**. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of either) and no other person shall acquire or have any right hereunder or by virtue hereof.

16) **Governing Law**. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

17) **General**. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

[Remainder of Page Intentionally Left Blank]

[Signature Page – Bond Purchase Agreement]

By its execution hereof, the Underwriter agrees that no officer or employee of the Issuer or the Governing Authority shall be personally liable for the payment of any claim or the performance of any obligation of the Issuer.

Very truly yours,

D. A. DAVIDSON & CO.

By:

Marcus M. Lambert, Sr. Vice President

Accepted and agreed to as of
the date first above written:

CONSOLIDATED WATERWORKS AND
WASTEWATER DISTRICT NO. 1 OF THE
PARISH OF ST. CHARLES, LOUISIANA

By:

Name: Matthew Jewell
Title: Parish President

ATTESTED:

By:

Name: Grant Dusom
Title: Chief Financial Officer

SCHEDULE I
To Bond Purchase Agreement

	Purchase Price
Par Amount of Bonds	\$
Less: Underwriter's Discount (___%)	\$
Plus: Reoffering Premium	\$
PURCHASE PRICE	\$

Schedule I

SCHEDULE II
To Bond Purchase Agreement

MATURITY <u>(JULY 1)</u>	PRINCIPAL AMOUNT <u>DUE</u>	INTEREST <u>RATE</u>	REOFFERING <u>PRICE</u>
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Schedule II

15c2-12 CERTIFICATE OF THE ISSUER

§ _____
**TAXABLE WATER REVENUE REFUNDING BONDS, SERIES 2021
CONSOLIDATED WATERWORKS AND WASTEWATER DISTRICT NO. 1
OF THE PARISH OF ST. CHARLES, LOUISIANA**

The undersigned hereby certifies and represents to D. A. Davidson & Co., (the "Underwriter") that he is the duly elected and acting Parish President of St. Charles, State of Louisiana, authorized to execute and deliver this Certificate on behalf of the Consolidated Waterworks and Wastewater District No. 1 (the "Issuer") and further certifies on behalf of the Issuer to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the captioned bonds (the "Bonds").
2. In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Bonds and the Issuer (the "Preliminary Official Statement").
3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, delivery dates, ratings, and other terms of the Bonds depending on such matters, all with respect to the Bonds.
4. The Preliminary Official Statement is final within the meaning of the Rule as of this date, except for the Permitted Omissions, and the information contained therein (other than the information contained under the captions "CERTAIN FEDERAL AND STATE TAX CONSIDERATIONS," "BOOK-ENTRY ONLY SYSTEM," "UNDERWRITING" and "APPENDIX G - FORM OF OPINION OF BOND COUNSEL"), does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

IN WITNESS WHEREOF, I have hereunto set my hand to be effective as of the ___ day of _____,
2021.

**CONSOLIDATED WATERWORKS AND
WASTEWATER DISTRICT NO. 1 OF
THE PARISH OF ST. CHARLES, LOUISIANA**

BY: _____
Parish President

* Preliminary, subject to change.