

2021-0292

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

ORDINANCE NO. 22-1-1

An ordinance authorizing the issuance and sale of not exceeding Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, the Parish of St. Charles, State of Louisiana (the "Issuer") desires to incur debt and issue Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes (the "Notes"), in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the costs of issuance of the Notes; and,

WHEREAS, the Notes shall be secured by and payable from a pledge of all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on the Notes, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law (such amount being the "Available Funds of the Issuer"); and,

WHEREAS, it is expressly provided that the full faith and credit of the Issuer shall not be pledged, and there shall be no obligation on the Issuer to levy or increase taxes or other sources of revenue in order to pay debt service on the Notes or to transfer any funds for the payment of debt service that may result in a violation of any law, ruling, regulation, contract or agreement applicable to the Issuer; and,

WHEREAS, the Issuer has no outstanding notes or other obligations of any kind or nature payable from or enjoying a lien on the Available Funds of the Issuer herein pledged; and,

WHEREAS, the State Bond Commission approved the issuance of the Notes at its meeting on November 18, 2021; and,

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Notes and to provide for the authorization and issuance thereof; and,

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Notes to the Lender (hereinafter defined) at the price and in the manner hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana, that:

SECTION 1. Definitions. The following terms as used in this Ordinance shall have the following respective meanings, such definitions being equally applicable to both the singular and plural sense of any of such terms.

"Act" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Notes" means any additional *pari passu* notes which may hereafter be issued on a parity with the Notes pursuant to Section 8 hereof.

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

"Available Funds" means all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on the Notes, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law.

"Business Day" means a day of the year other than a Saturday, Sunday or legal holiday for the Issuer.

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

"Delivery Date" shall mean the date on which the Lender advances funds for the purchase of the Notes, which is anticipated to be [NOT LATER THAN FEBRUARY 1, 2022].

"Executive Officers" shall mean, collectively, the Parish President of the Issuer and the Secretary and Chair of the Governing Authority.

"Final Maturity" means January 1, 2032.

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

"Governing Authority" means the St. Charles Parish Council.

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

"Interest Payment Date" means each January 1 and July 1 of each year the Notes are outstanding, commencing July 1, 2022.

"Issuer" means the Parish of St. Charles, State of Louisiana.

"Lender" means **Regions Commercial Equipment Finance, LLC, Birmingham, Alabama, the original purchaser of the Notes.**

"Note" or **"Notes"** means any or all of the Issuer's Hurricane Recovery Revenue Notes, Series 2022A, authorized by this Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Note previously issued.

"Note Proceeds Fund" means the special fund of the Issuer to be known as the "Parish of St. Charles Hurricane Recovery Note Proceeds Fund" as created pursuant to Section 2 hereof.

"Note Register" means the records kept by the Paying Agent at its designated office in which registration of the Notes and transfers of the Notes shall be made as provided herein.

"Ordinance" means this ordinance authorizing the issuance of the Notes, as it may be supplemented and amended.

"Outstanding" when used with respect to Notes means, as of the date of determination, all Notes or portions thereof theretofore issued and delivered under this Ordinance, except:

1. Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Notes in exchange for or in lieu of which other Notes have been registered and delivered pursuant to this Ordinance;
3. Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Ordinance or by law; and
4. Notes or portions thereof which have actually been paid or for the payment of the principal of and interest on which money or Government Securities or both are held in trust with the effect specified in this Ordinance.

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

"Paying Agent" means Regions Bank Corporate Trust Department, Baton Rouge, Louisiana, unless and until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this 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.

"Principal Payment Date" means January 1 of each year the Notes are Outstanding, commencing January 1, 2024.

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

SECTION 2. Authorization of Notes; Maturities. In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Twenty Million Dollars (\$20,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the Costs of Issuance incurred in connection with the issuance thereof, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes, Series 2022A, of the Issuer.

The Notes shall be initially issued in the form of a single, fully-registered Note numbered AR-1 in the principal amount of \$20,000,000 and shall be dated the Delivery Date. The purchase price shall equal the principal amount of the Notes and shall be advanced by the Lender to the Issuer on the Delivery Date of the Notes and deposited by the Issuer in a special fund of the Issuer to be known as the "Parish of St. Charles Hurricane Recovery Note Proceeds Fund," hereby created, which (a) shall be maintained with a designated depository of the Issuer, and (b) may be, but is not required to be, a separate bank account in the name of the Issuer. The Issuer, in its sole discretion, may choose to deposit additional funds in the Note Proceeds Fund; however, all funds on deposit in the Note Proceeds Fund shall be used solely for the purposes for which the Notes are being issued or for paying principal or interest due on the Notes.

The unpaid principal of the Notes shall bear interest at the interest rate of 3.15% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Notes shall accrue from the Delivery Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for and shall be payable on each Interest Payment Date.

The principal of the Notes shall mature in installments on each Principal Payment Date without necessity of notice in the years and in the principal amounts set forth below, subject to adjustment as set forth in Section 3 hereof:

<u>Year</u> <u>(Jan. 1)</u>	<u>Principal</u> <u>Amount</u>
2024	\$ 1,965,000
2025	2,025,000
2026	2,085,000
2027	2,150,000
2028	2,215,000
2029	2,285,000
2030	2,350,000
2031	2,425,000
2032*	2,500,000

* *Final Maturity Date.*

To the extent not previously paid, all principal and interest shall become immediately due and payable by the Issuer to the Owner on the Final Maturity Date.

The installments of principal of the Notes, as they fall due, and interest on the Notes shall be payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register, except that the payment of the final principal installment on the Final Maturity Date or upon full prepayment shall be made upon presentment and surrender of the Notes to the Paying Agent. Each Note delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note, and each such Note shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

SECTION 3. Prepayment Provisions.

(A) *Initial Optional Prepayment.* On January 1, 2024, the Outstanding principal of the Notes may be prepaid by the Issuer, in whole or in part, at the principal amount then Outstanding plus accrued interest to the date of prepayment. Any partial prepayment on January 1, 2024, shall be applied (i) first, to the principal and interest due on such date, and (ii) then, to reduce on a pro rata basis the remaining principal installments otherwise due pursuant to Section 2 hereof.

Official notice of such call of the Notes or any portion thereof for prepayment pursuant to this Section 3(A) shall be given by the Issuer to the Paying Agent by means

of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date, and the Paying Agent shall promptly provide notice to the Owners of any portion of the Notes. The Paying Agent shall simultaneously provide a new schedule of principal installments to be due on the Note to the Issuer and the Owners thereof.

(B) *Additional Optional Prepayment.* At any time after January 1, 2024, the Outstanding principal of the Notes may be prepaid by the Issuer, in whole or in part, at the principal amount then Outstanding plus accrued interest to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments, unless otherwise consented to by the Owner.

Official notice of such call of any of the Notes or any portion thereof for optional prepayment pursuant to this Section 3(B) shall be given by the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date.

(C) *Contingent Prepayment.* Any prepayment of the Notes or any portion thereof may be made expressly contingent upon the availability of funds therefor.

SECTION 4. Registration and Transfer. The Issuer shall cause the Note Register to be kept by the Paying Agent. The Notes may be transferred, registered and assigned only on the Note Register, which such registration shall be at the expense of the Issuer, and only by the execution of an assignment form on the Notes being transferred. A new Note or Notes, may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Note or Notes after receipt of the Note(s) to be transferred in proper form. Such new Note or Notes shall be in an authorized denomination of the same maturity and like principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Note 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.

SECTION 5. Form of Notes. The Notes and the endorsements to appear thereon shall be in substantially the forms attached as **Exhibit B** hereto.

SECTION 6. Execution of Notes. The Notes shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 7. Pledge and Dedication of Revenues. Pursuant to the Act, the Notes shall be secured by and payable from a pledge and dedication of the Available Funds of the Issuer, and there is hereby irrevocably pledged and dedicated to the payment of the Notes an amount of such Available Funds sufficient to pay the same in principal and interest as they respectively mature. Until the Notes shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself, and its successors in office to budget annually a sum of money sufficient to pay the Notes and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on the Notes. Pursuant to Section 1430.1 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the pledge of the Available Funds provided for herein shall be valid, binding, and perfected from the time when the pledge is made, and any Available Funds so pledged and hereafter received by the Issuer or any fiduciary shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act.

SECTION 8. Additional Parity Notes. The Issuer shall issue no other notes or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Available Funds having priority over or parity with the Notes, except that Additional Parity Notes may hereafter be issued on a parity with the Notes under any of the following conditions:

- (1) The Notes herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding notes so issued shall enjoy complete equality of lien with the portion of the Notes which is not refunded, if there be any, and the refunding notes shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Notes refunded; provided, however, that if only a portion of the Notes outstanding is so refunded and the refunding notes require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Notes refunded thereby, then such Notes may not be refunded without the consent of the Owner of the unrefunded portion of the Notes issued hereunder (provided

such consent shall not be required if such refunding notes meet the requirements set forth in clause 2 of this Section).

(2) Additional Parity Notes may be issued on a parity with the Notes with respect to the Available Funds of the Issuer, provided that the estimated Available Funds of the Issuer in the year in which such Additional Parity Notes are issued are at least 2 times the highest amount of combined principal and interest requirements on the Notes and the Additional Parity Notes in any future year, the Issuer is in full compliance with all covenants and undertakings in connection with the Notes, and the Issuer is not currently delinquent with respect to any payments required to be made in connection therewith.

(3) The Issuer is expressly authorized to issue one or more series of additional hurricane recovery revenue notes as Additional Parity Notes on a parity with the Notes provided that such notes are issued for the same purpose as the Notes and do not exceed a cumulative principal amount (excluding the Notes) of \$30,000,000.

Notwithstanding the foregoing, the Issuer may without restriction enter into additional obligations or issue other notes secured by a separately-identified source or sources of revenues that comprise a portion of the Available Funds. Junior and subordinate notes may be issued without restriction.

SECTION 9. Sinking Fund. For the payment of the principal of and the interest on the Notes, there is hereby created a special fund known as "Hurricane Recovery Revenue Notes (2022A) Sinking Fund," said Sinking Fund to be established and maintained with the Paying Agent or the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least two (2) days in advance of the date on which each payment of principal and/or interest on the Notes falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so falling due on such date; provided, however, that if the Issuer does not possess sufficient Available Funds at the time such deposit is required, the Issuer shall (a) deposit all Available Funds it does possess at such time on a *pro rata* basis to the credit of the Sinking Fund and any sinking fund established for the payment of any Additional Parity Notes, and (b) thereafter deposit on a *pro rata* basis to the Sinking Fund and any sinking fund established for the payment of any Additional Parity Notes any and all Available Funds received in the future to the extent necessary to cure such insufficiency. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on the Notes on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have been budgeted out of the Available Funds for any year sufficient to pay the principal and interest on the Notes and any Additional Parity Notes for that period, then any Available Funds remaining in that year shall be free for expenditure by the Issuer for any lawful purpose.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Ordinance shall constitute sacred funds for the benefit of the Owners of the Notes and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana.

SECTION 10. Default. Upon the Issuer's (i) failure to timely make any payment due hereunder, or (ii) breach or violation of any covenant contained herein, which breach or violation shall continue for a period of thirty (30) days following written notice thereof from either the Paying Agent or the Owners of a majority of the Outstanding principal amount of the Notes (provided, however, that if such breach or violation is of a type that cannot reasonably be cured within said 30-day period, then such period shall be continued until the earliest such date as such breach or violation may reasonably be cured), then any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be authorized to exercise any remedy afforded such person by law, and further provided that the unpaid principal of the Notes shall thereafter bear interest at the interest rate set forth in Section 2 hereof plus 300 basis points, not to exceed the maximum rate allowed by the laws of the State of Louisiana.

SECTION 11. Application of Proceeds. 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 Ordinance, to cause the necessary Notes to be printed, to issue, execute and seal the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Notes shall be used only for the purpose for which the Notes are issued.

SECTION 12. Notes Legal Obligations. The Notes shall constitute legal, binding and valid obligations of the Issuer and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 13. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Notes, and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Notes.

No material modification or amendment of this Ordinance, or of any Ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Notes then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity provisions of the Notes, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Notes as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owners of all of the Outstanding Notes.

SECTION 14. Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Ordinance or of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Notes, but this Ordinance and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this Ordinance and/or the Notes which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Notes.

SECTION 15. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Notes and having determined the same to be regular, the Notes shall contain the following recital, to-wit:

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

SECTION 16. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Note is registered as the Owner of such Note for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 17. Notices to Owners. Wherever this Ordinance provides for notice to Owners of Notes of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Notes, at the address of such Owner as it appears in the Note Register. In any case where notice to Owners of Notes is given by mail, neither the failure to mail such notice to any particular Owner of Notes, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation of Notes. All Notes surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Notes previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent. All canceled Notes held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 19. Mutilated, Destroyed, Lost or Stolen Notes. If (1) any mutilated Note is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Note, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been acquired by a bona fide purchaser,

the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note. Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Notes. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 20. Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all of the Notes, the principal of and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of the money, securities, and funds pledged under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owner 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 Ordinance to the Issuer.

Notes 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 if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 21. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Notes. The designation of the initial Paying Agent in this Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 22. Disclosure Under SEC Rule 15c2-12. The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR §240.15c2-12].

Notwithstanding the foregoing, the Issuer expressly agrees to provide to the Lender, or if the Lender is not the Owner of 100% of the Outstanding Notes, then to the Paying Agent:

- (A) Its audited financial statements within 210 days after the end of each Fiscal Year, unless a later time for completion has been granted to the Issuer by the Louisiana Legislative Auditor, then when accepted by the Louisiana Legislative Auditor; and
- (B) Its annual budget within 30 days of adoption.

The Issuer further agrees to report and post any payment default with respect to the Notes on the Municipal Securities Rulemaking Board's EMMA website.

SECTION 23. Publication. A copy of this Ordinance shall be published immediately after its adoption in one issue of 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 24. Award of Notes. The Issuer hereby accepts the offer of the Lender for the Notes, which offer is contained in the term sheet attached as **Exhibit A**

hereto, and any Executive Officer is hereby authorized and directed to execute said offer on behalf of the Issuer. As a condition to the delivery of the Notes to the Lender, the Lender will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Notes and is extending credit in the form of the Notes as a vehicle for making a commercial loan to the Issuer.

It is expressly noted that the principal amount of the Notes authorized hereunder is less than the maximum principal amount authorized by the term sheet attached as **Exhibit A** hereto.

SECTION 25. Execution of Documents. In connection with the issuance and sale of the Notes, the Executive Officers and the Finance Director 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 Ordinance, the signatures of the Executive Officers and Finance Director on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 26. Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 27. Effective Date. This Ordinance shall become effective on the earliest date allowed by the Issuer's Home Rule Charter.

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

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

And the ordinance was declared adopted on this, the 10th day of January, 2022, to become effective five (5) days after publication in the Office Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spontato
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY: [Signature]

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC **EXHIBIT A**
COMMITMENT LETTER

January 10, 2022

Mr. Grant Dussom, Chief Financial Officer
St. Charles Parish
15045 River Road (LA 18)
Hahnville, LA 70057

Reference: Up to \$20,000,000 Taxable Term Loan to be evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument")

Dear Mr. Dussom:

Regions Commercial Equipment Finance, LLC (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to St. Charles Parish (the "Borrower") for a \$20,000,000 Taxable Loan (the "Loan") for the purposes set forth below. We understand that the Borrower intends to close the Loan on or before January 28, 2022 (the "Anticipated Closing Date").

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

Borrower: St. Charles Parish

Lender: Regions Commercial Equipment Finance, LLC

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

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

Purpose: The proceeds of the Loan will be used to (i) pay any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the properties and facilities within the Borrower resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith; (ii) funding a reserve, if required; and (iii) paying the costs of issuance of the Notes.

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

Loan Amount:	Up to \$20,000,000.
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Structure:	Revenue Backed Term Loan evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument").
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Interest Rate:	The Loan is a Taxable Loan. The Loan will bear interest at a fixed rate per annum for ten (10) years at a rate of 3.15%.
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Default Rate:	The interest rate otherwise applicable to the Debt Instrument plus 3%, not to exceed the maximum allowed by law.
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Repayment:	Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) each January 1 and July 1, commencing July 1, 2022. Annual principal payments will be payable January 1, commencing January 1, 2024. Graduated principal payments due as set forth in Exhibit A. All payments are due on the same calendar day of the month.
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Maturity Date:	January 1, 2032.
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Prepayment:	The Borrower may prepay all or any part of the principal balance of this Debt Instrument on five business days' notice, after January 1, 2024. An additional principal payment made on January 1, 2024 may be applied pro-rata to the debt. All other partial prepayments of principal shall be applied in the inverse order of maturities.
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Facility Fee:	None.
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Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents.
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Security:	The Loan shall be payable from a pledge of all funds or revenues received or to be received by the Borrower to the extent legally available for the payment of debt service on the Debt Instrument, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law.
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Representations and Warranties:	Usual and customary for this type of financing.
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REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

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

- (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:
 - (i) audited financial statements within 210 days after the end of each of the Borrower's fiscal years, unless a later time for completion has been granted to the Borrower by the Louisiana Legislative Auditor;
 - (ii) annual budget within 30 days of adoption;
- (2) The Borrower shall report and post any payment default on the Municipal Securities Rulemaking Board's EMMA website.

Defaults: Usual and customary for this type of financing.

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

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

- (i) an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Louisiana to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms.

Lender Counsel: Carmen Lavergne with Butler Snow, L.L.P. will represent the Lender as Lender's Counsel at a fee not to exceed \$20,000. Lender Counsel Fee to be paid by Borrower at closing.

Paying Agent: Regions Corporate Trust to serve as Paying Agent. Paying Agent Fee of \$1,000 to be paid by Borrower annually in advance.

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

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

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

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

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

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

Governing Law: State of Louisiana

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through January 11, 2022. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

EXHIBIT A

Principal Repayment Schedule*

<u>January 1</u>	<u>Principal</u>
2023	0
2024	1,965,000
2025	2,025,000
2026	2,085,000
2027	2,150,000
2028	2,215,000
2029	2,285,000
2030	2,350,000
2031	2,425,000
2032	<u>2,500,000</u>
	20,000,000

*A one time additional principal payment may be made on January 1, 2024 to be applied pro-rata to the debt. All other principal payments will be applied in the inverse order of maturities.

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

EXHIBIT B

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

ACCEPTANCE:

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

Borrower Signature:

By: _____

Name: _____

Title: _____

FORM OF NOTE

NO. AR-1

PRINCIPAL AMOUNT: \$20,000,000

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

HURRICANE RECOVERY REVENUE NOTE, SERIES 2022A
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

<u>DELIVERY DATE</u>	<u>FINAL MATURITY DATE</u>	<u>INTEREST RATE</u>
_____, 2022	January 1, 20[32]	3.15%

The **PARISH OF ST. CHARLES, STATE OF LOUISIANA** (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

or its successors or registered assigns, the Principal Amount set forth above, to the extent not previously paid, together with interest thereon from the Delivery Date set forth above or the most previously interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum set forth above on a 30/360 basis, payable semiannually on January 1 and July 1 of each year, commencing July 1, 2022 (each an "Interest Payment Date"). The principal of this Note, on the Final Maturity Date set forth above or upon earlier prepayment in whole but not in part, is payable in lawful money of the United States of America at the designated office of Regions Bank Corporate Trust Department, in the City of Baton Rouge, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Prior to the final payment on the Final Maturity Date, payments of principal and interest on this Bond are payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register. Notwithstanding anything in this Note or the Ordinance (as hereafter defined) to the contrary, prior to the Maturity Date or the earlier payment in full of this Note, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

This Note represents the entire authorized issue of Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes, Series 2022A, of the Issuer, said Note having been issued by the Issuer pursuant to an Ordinance adopted by its governing authority on January [10], 2022 (the "Ordinance"), for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the costs of issuance, pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority. Capitalized terms used but not defined herein shall have the meanings given such terms in the Ordinance.

The principal of this Note shall mature in installments on January 1 of each year, commencing January 1, 2024, without necessity of notice in the years and in the principal amounts set forth below:

<u>Year</u> <u>(Jan. 1)</u>	<u>Principal</u> <u>Amount</u>
2024	\$ 1,965,000
2025	2,025,000
2026	2,085,000
2027	2,150,000

2028	2,215,000
2029	2,285,000
2030	2,350,000
2031	2,425,000
2032*	2,500,000

* *Final Maturity Date.*

To the extent not previously paid, all principal of and interest on this Note shall become immediately due and payable by the Issuer to the Owner on the Final Maturity Date.

Initial Optional Prepayment. On January 1, 2024, the outstanding principal of this Note may be prepaid by the Issuer, in whole or in part, at the principal amount then outstanding plus accrued interest to the date of prepayment. Any partial prepayment on January 1, 2024, shall be applied (i) first, to the principal and interest due on such date, and (ii) then, to reduce on a pro rata basis the remaining principal installments otherwise due hereon. Official notice of such call of this Note or any portion thereof for prepayment pursuant to this paragraph shall be given by the Issuer to the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date, and the Paying Agent shall promptly provide notice to the Owners of any portion of this Note. The Paying Agent shall simultaneously provide a new schedule of principal installments to be due on this Note to the Issuer and the Owners thereof.

Additional Optional Prepayment. At any time after January 1, 2024, the outstanding principal of this Note may be prepaid by the Issuer, in whole or in part, at the principal amount then outstanding plus accrued interest to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments, unless otherwise consented to by the Owner. Official notice of such call of this Note or any portion thereof for optional prepayment pursuant to this Section 3(B) shall be given by the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date.

Any prepayment of this Note or any portion hereof may be made expressly contingent upon the availability of funds therefor.

This Note is secured by and payable from a pledge of all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on this Note, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law. The Issuer, in and by the Ordinance, has also entered into certain other covenants and agreements with the registered owner of this Note, including provisions for the issuance *pari passu* obligations on a parity with this Note, for the terms of which reference is made to the Ordinance.

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

It is certified that this Note is authorized by and 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 Note to constitute the same a valid and binding obligation of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that this Note does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Parish of St. Charles, State of Louisiana, has caused this Note to be signed by the facsimile signatures of its Parish President and Secretary of Council, and the corporate seal of the Issuer to be here on impressed, and this Note to be dated the Delivery Date set forth above.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

Secretary of Council

Parish President

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Note is the Note referred to in the within-mentioned Ordinance.

REGIONS BANK,
as Paying Agent

By: _____
Authorized Officer

Date of Registration: _____, 2022

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within note and all rights thereunder unto the following Assignee:

Name:

Address:

who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Note, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Lender Letter executed by the original owner of this Note as referenced in the Ordinance.

_____, Assignee

_____, Assignor

By: _____

By: _____

Its: _____

Its: _____

Date: _____

* * * * *