

*Refunding – Book Entry Only***RATINGS: S&P: “AA-”**

See “RATING” herein

In the opinion of The Becknell Law Firm, A Professional Law Corporation, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, interest on the Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 is excludable from gross income of the beneficial owners thereof for federal income tax purposes and is not an item of tax preference for purposes of determining the alternative minimum tax imposed on individuals and corporations under Section 57(a)(5) of the Code. In the opinion of Bond Counsel, pursuant to the Refunding Act, the Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 and the income therefrom are exempt from all taxation by the State of Louisiana or any political subdivision thereof. See “TAX EXEMPTION” herein and the proposed form of opinion of Bond Counsel attached hereto as “APPENDIX C.”

**\$4,010,000**

**PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(SECOND PARISH COURT PROJECT) SERIES 2014**

Dated: Date of Delivery**Due: March 1, as shown below**

The Parish of Jefferson, State of Louisiana (the “Issuer”) is issuing \$4,010,000 aggregate principal amount of its Public Improvement Revenue Refunding Bonds, (Second Parish Court Project) Series 2014 (the “Series 2014 Bonds”) for the purpose of current refunding all of the Issuer’s Outstanding Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003 maturing March 1, 2015 to March 1, 2033 (the “Refunded Bonds”), plus interest to the redemption date. Hereinafter the Series 2014 Bonds will be referred to as such, except where otherwise specifically noted. Pursuant to a Trust Indenture by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), dated as of March 1, 2014 (the “Indenture”) and authorized pursuant to Ordinance No. 24529 (the “Ordinance”) adopted on July 24, 2013 by the Jefferson Parish Council. The Series 2014 Bonds are issuable only in fully registered form, without coupons, and in the denomination of \$5,000 each or any integral multiple thereof. Principal of and interest, on the Series 2014 Bonds will be payable upon presentation and surrender at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., or any successor thereto, as Paying Agent/ Registrar (the “Paying Agent/Registrar”).

The Series 2014 Bonds are issued pursuant to the Constitution and laws of the State of Louisiana (the “State”), including particularly, La. Revised Statute 39:1444-1456, Chapter 14-A of Title 39, as amended (the “Refunding Act”), the Ordinance and the Indenture. The proceeds of the Series 2014 Bonds, will be used to (i) current refund the Issuer’s Refunded Bonds and, (ii) pay all legally incurred costs and expenses in connection with the issuance of the Series 2014 Bonds.

Interest on the Series 2014 Bonds is payable on September 1, 2014, and semiannually thereafter on March 1 and September 1 of each year with interest payable by check mailed by the Paying Agent/Registrar to the registered owner. At the option of an owner of \$1,000,000 or more of the Series 2014 Bonds interest may be payable by wire transfer as described herein.

The Series 2014 Bonds are subject to optional redemption prior to maturity as more fully described herein.

THE SERIES 2014 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER. THE SECOND PARISH COURT REVENUES ARE COMPRISED OF BUILDING FUND REVENUES AND JUDICIAL EXPENSE FUND REVENUES (THE “SECOND PARISH COURT REVENUES”). THE SERIES 2014 BONDS ARE SECURED BY AND PAYABLE SOLELY FROM AN IRREVOCABLE PLEDGE AND DEDICATION OF THE SECOND PARISH COURT REVENUES, ALL FUNDS AND ACCOUNTS HELD BY THE TRUSTEE UNDER THE INDENTURE, AND TO THE EXTENT SUCH SECOND PARISH COURT REVENUES ARE INSUFFICIENT, ANY LEGALLY AVAILABLE FUNDS OF THE ISSUER AND/OR PAYABLE UNDER THE COOPERATIVE ENDEAVOR AGREEMENT. THE SERIES 2014 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE ISSUER, SHALL BE OBLIGATED TO PAY THE SERIES 2014 BONDS OR THE INTEREST THEREON AND THE SERIES 2014 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE ISSUER.

THIS COVER PAGE CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Series 2014 Bonds are offered when, as and if issued, by the Issuer subject to the approving legal opinion of The Becknell Law Firm, APLC, Metairie, Louisiana, Bond Counsel. Certain other legal matters will be passed upon by Haley Law Firm, LLC, New Orleans, Louisiana, Counsel to the Underwriters. Certain legal matters will be passed upon for the Trustee by its counsel, Jones Walker LLP, Baton Rouge, Louisiana. Government Consultants, Inc., serves as Financial Advisor to the Issuer. It is expected that the Series 2014 Bonds will be delivered on or about March 19, 2014.

Stephens Inc.**SISUNG SECURITIES CORPORATION**

Dated: February 27, 2014

MATURITY SCHEDULE

\$4,010,000
PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(SECOND PARISH COURT PROJECT) SERIES 2014

March 1	Principal Amount	Interest Rate	Price	CUSIP
2015	\$165,000	2.000%	101.563%	474717 AA3
2016	\$165,000	2.000%	102.788%	474717 AB1
2017	\$165,000	2.000%	103.343%	474717 AC9
2018	\$170,000	2.000%	102.920%	474717 AD7
2019	\$170,000	3.000%	106.489%	474717 AE5
2020	\$180,000	3.000%	105.180%	474717 AF2
2021	\$180,000	3.000%	103.624%	474717 AG0
2022	\$190,000	3.500%	105.321%	474717 AH8
2023	\$200,000	4.000%	108.041%	474717 AJ4
2024	\$200,000	4.000%	107.653%	474717 AK1
2029	\$1,140,000	3.625%	98.016%	474717 AL9
2033	\$1,085,000	4.000%	98.689%	474717 AM7

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NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY JEFFERSON PARISH (THE "ISSUER") OR SISUNG SECURITIES CORPORATION AND STEPHENS INC. (THE "UNDERWRITERS") TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE ISSUER OR THE UNDERWRITER. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE SERIES 2014 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN CONCERNING THE DEPOSITORY TRUST COMPANY ("DTC") HAS BEEN FURNISHED BY DTC, AND NO REPRESENTATION IS MADE BY THE ISSUER OR THE UNDERWRITER AS TO THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION.

THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

BY ITS PURCHASE OF THE SERIES 2014 BONDS, AN INVESTOR IS ACKNOWLEDGING THAT IT HAS REVIEWED ALL THE INFORMATION IT DEEMS NECESSARY TO MAKE AN INFORMED DECISION, AND THAT IT IS NOT RELYING ON ANY REPRESENTATION OF THE UNDERWRITERS OR ANY OF ITS OFFICERS, REPRESENTATIVES, AGENTS OR DIRECTORS IN REACHING ITS DECISION TO PURCHASE THE SERIES 2014 BONDS.

THE INVESTOR, BY ITS PURCHASE OF THE SERIES 2014 BONDS, ACKNOWLEDGES ITS CONSENT FOR THE UNDERWRITERS TO RELY UPON THE INVESTOR'S UNDERSTANDING OF AND AGREEMENT TO THE PRECEDING TWO PARAGRAPHS AS SUCH RELATES TO THE DISCLOSURE AND FAIR DEALING OBLIGATIONS THAT MAY BE APPLICABLE TO THE UNDERWRITERS UNDER APPLICABLE SECURITIES LAWS AND REGULATIONS.

ALL OTHER INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE ISSUER AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITERS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OR DTC SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2014 BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2014 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES OR YIELDS LOWER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICE OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2014 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED DOES NOT MEAN THAT EITHER THESE JURISDICTIONS OR ANY OF THEIR AGENCIES HAVE PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED, THE SECURITIES, OR THEIR OFFER OR SALE. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE SERIES 2014 BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

THE SERIES 2014 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “INTEND” AND “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

THIS OFFICIAL STATEMENT HAS BEEN DEEMED FINAL BY THE ISSUER AS OF ITS DATE WITHIN THE MEANING OF RULE 15c2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR THE OMISSIONS OF THE OFFERING PRICE(S), INTEREST RATE(S), SELLING COMPENSATION, AGGREGATE PRINCIPAL AMOUNT, PRINCIPAL AMOUNT PER MATURITY, DELIVERY DATE(S), RATING AND OTHER TERMS OF THE SERIES 2014 BONDS DEPENDING ON SUCH MATTERS, ALL OF WHICH ARE PERMITTED OMISSIONS UNDER RULE 15c2-12.

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OFFICIALS

PARISH PRESIDENT

JOHN F. YOUNG, JR.

PARISH COUNCIL

ELTON M. LAGASSE
Council Chairman, Councilman-at-Large, Division B

Chris L. Roberts
Councilman-at-Large, Division A

Rickey J. Templet, Councilman, District 1

Paul D. Johnston, Councilman, District 2

Mark D. Spears, Jr., Councilman, District 3

E. "Ben" Zahn, III, Councilman, District 4

Cynthia Lee-Sheng, Councilwoman, District 5

CLERK, PARISH COUNCIL

Eula A. Lopez

PARISH ATTORNEY

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BOND COUNSEL

THE BECKNELL LAW FIRM, APLC

FINANCIAL ADVISOR

GOVERNMENT CONSULTANTS, INC.

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OFFICIAL STATEMENT

\$4,010,000

**PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(SECOND PARISH COURT PROJECT) SERIES 2014**

INTRODUCTION

This Official Statement, including the cover page and Appendices hereto, of the Parish of Jefferson, State of Louisiana (hereinafter referred to as the "Issuer") provides information concerning the sale by the Issuer of \$4,010,000 Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (hereinafter referred to as the "Series 2014 Bonds" unless otherwise noted). The Series 2014 Bonds are authorized pursuant to the Refunding Act, Ordinance No. 24529 (the "Ordinance") adopted on July 24, 2013 by the Jefferson Parish Council and a Trust Indenture by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), dated as of March 1, 2014 (the "Indenture"). Any reference in this Official Statement to the Indenture shall include by reference all applicable provisions, covenants and limitations contained in the Ordinances described herein.

Brief descriptions of the Issuer, the Series 2014 Bonds and the Indenture are contained in this Official Statement. Such descriptions do not purport to be comprehensive or definitive and are qualified in their entirety by reference to such documents. Capitalized terms used herein are defined elsewhere in this Official Statement or in the Indenture.

Financial and statistical data relative to the Issuer are included in Appendix "A" hereto. The most recent Audited Financial Statements of the Governing Authority (including the Issuer) are included as an electronic hyperlink as Appendix "B" hereto. The proposed form of the opinion of Bond Counsel is included as Appendix "C" hereto. Attached as Appendix "D" are Definitions and a Summary of the Indenture. The form of the Continuing Disclosure Agreement is included in Appendix "F" hereto.

PURPOSE OF ISSUE

Plan of Refunding

A portion of the proceeds from the Series 2014 Bonds will be used for the purpose of current refunding all of the Issuer's Outstanding Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003, plus interest to the redemption date, on April 18, 2014, their date of redemption. The proceeds of the Series 2014 Bonds (exclusive of proceeds to be applied to the payment of costs of issuance) will be deposited in a special trust fund (the "Refunding Fund") established pursuant to the terms of the Indenture and applied to the redemption, in full, of the Refunded Bonds on March 1, 2014, their date of redemption. Upon the making of such deposit, the Refunded Bonds will have been defeased, will be deemed to have been paid and will no longer be considered outstanding under the prior ordinances, pursuant to which the Refunded Bonds were issued. The covenants, agreements and obligations of the Issuer with respect to the Refunded Bonds issued under prior ordinances will have been discharged and satisfied and the Refunded Bonds will no longer be entitled to any benefits under the Prior Ordinances. **See Appendix "E" hereto for a list of bonds being refunded.**

General

The Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003 provided funds for the acquisition, construction, and equipping of a three-story structural steel framed building with a combination of stucco and curtain wall exterior finishes for the Second Parish Court to house three courtrooms, judge's chambers, judges' administrative staff, clerk of court offices and support staff, cashiers, contempt and violations bureau, sheriff's fines and bonds, and other person's essential to the operation of the courts. In this phase of construction, the first two floors only were finished with the third being held as a shell for future development. The building contains 57,155 square feet of air-conditioned space encompassing common areas, offices, courtrooms, restrooms, building support facilities rooms, and other required areas.

Pursuant to a Cooperative Endeavor Agreement dated March 1, 2003 (the "Agreement"), and amended on March 1, 2014, by and between the Issuer and the judges of First Parish District Court and Second Court, sitting en banc (the "Judiciary"), the Issuer agreed to construct and acquire the Project to house the Second Parish Court and provide for the equipping thereof. The Judiciary approved the dedication and pledge by the Parish of the Building Fund Revenues to the payment of principal of and interest on the Bonds and covenants not to cause the reduction, repeal or rescission of the maximum charges collected. Further, the Judiciary irrevocably dedicated and pledged to the payment of principal of and interest on the Bonds of the Judicial Expense Fund Revenues. The Judiciary covenants not to cause the reduction, repeal or rescission of the maximum costs authorized to be taxed and collected as Judicial Expense Fund Revenues, so long as the Bonds are outstanding and that the amount so dedicated to the payment of the Bonds shall be a lien on the Judicial Expense Fund Revenues. On March 14, 2003, the date of delivery of the Series 2003 Bonds, the Judiciary transferred the Second Parish Court Contribution to the Construction Fund created by the Ordinance. The Parish made a covenant and agreed that in the event the total of the sums received by the Issuer from the Second Parish Court Revenues shall ever be projected to be or actually will be less than the debt service due on the Bonds in any current or future bond year, the Issuer shall cause to be prepared and adopted by appropriate proceedings a budget of the Issuer which shall provide for legally available funds to pay an amount sufficient to pay any deficiency in the Sinking Fund established for the payment of debt service on the Bonds.

This Official Statement, including the cover page and the Appendices attached hereto, is provided to furnish information with respect to Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014, in the aggregate principal amount of \$4,010,000 (the "Series 2014 Bonds") being issued by the Parish of Jefferson, State of Louisiana (the "Issuer" or the "Parish"), a political subdivision of the State of Louisiana (the "State"), the proceeds of which will be used to (i) current refund all of the Issuer's Outstanding Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003, maturing March 1, 2015 to March 1, 2033, plus interest to the redemption date, and (ii) pay costs of issuance of the Series 2014 Bonds. The Series 2014 Bonds are being issued pursuant to Section 1444-1456 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1444-1456) and other constitutional and statutory authority supplemental thereto (the "Refunding Act"), and Ordinance No. 24529 adopted on July 24, 2013 by the Jefferson Parish Council, acting as the governing authority of the Issuer (the "Ordinance"). The Series 2014 Bonds are dated the date of delivery thereof, and will mature on the dates and in the amounts set forth on the inside cover page hereto and will be subject to redemption prior to maturity as described herein.

Security for the Series 2014 Bonds

The Series 2014 Bonds are secured as to principal and interest by an irrevocable and irrepealable pledge by the Judiciary to the Judicial Expense Fund Revenues and the Building Fund Revenues (collectively, the "Second Parish Court Revenues"). The Judiciary covenants not to cause the reduction, repeal or rescission of the maximum costs authorized to be taxed and collected as Judicial Expense Fund Revenues, so long as the Series 2014 Bonds are outstanding and that the amount so dedicated to the payment of the Series 2014 Bonds shall be a lien on the Second Parish Court Revenues. The Parish covenants and agrees that in the event the total of the sums to be received by the Issuer from the Second Parish Court Revenues shall ever be projected to be or actually will be less than the debt service due on the Series 2014 Bonds in any current or future bond year, the Issuer shall cause to be prepared and adopted by appropriate proceedings a budget of the Issuer which shall provide for legally available funds to pay an amount sufficient to pay any deficiency in the Sinking Fund established for the payment of debt service on the Series 2014 Bonds. The Series 2014 Bonds and Additional Bonds,

if any, issued hereafter will have a first lien on the Second Parish Court Revenues. No other bonds will be issued under the Series 2003 Bond Ordinance.

The Series 2014 Bonds are special and limited obligations of the Issuer, and the principal thereof and premium, if any, and interest thereon will be payable solely from and secured by (i) the Second Parish Court Revenues, (ii) all Funds and Accounts held by the Trustee under the Indenture and (iii) in the event the Second Parish Court Revenues shall ever be projected to be or actually will be less than the amounts required, then legally available funds of the Issuer.

Redemption

The Series 2014 Bonds are subject to optional redemption prior to their stated maturities. See "THE SERIES 2014 BONDS Redemption" herein.

The Trustee

The Issuer has appointed The Bank of New York Mellon Trust Company, N.A., to serve as the Trustee under the Indenture. The Trustee will also be the Registrar and Paying Agent in connection with the Series 2014 Bonds.

Book Entry Only

DTC will act as the initial securities depository for the Series 2014 Bonds, and the Series 2014 Bonds will initially be registered in the name of Cede & Co., as registered owner and nominee for DTC. So long as Cede & Co. or any successor nominee of DTC is the registered owner of the Series 2014 Bonds, references herein to the Owners or registered owners means Cede & Co., or such successor nominee, and not the Registered Owners of the Series 2014 Bonds. Principal of and interest on the Series 2014 Bonds are payable by the Trustee to Cede & Co., as nominee for DTC, which in turn is to remit such principal and interest to the DTC Participants for subsequent disbursement to the Registered Owners. See "BOOK ENTRY ONLY SYSTEM" herein.

APPROXIMATE SOURCES AND USES OF FUNDS

The sources and uses of the proceeds of the Series 2014 Bonds are set forth as follows:

Sources of Funds:	Series 2014
Par amount of Series 2014 Bonds	\$4,010,000.00
Original Issue Premium	<u>\$ 49,193.55</u>
Total	\$4,059,193.55
Use of Funds:	
Deposit to Refunding Fund	\$3,908,210.66
Financing Costs*	<u>\$ 150,982.89</u>
Total	\$4,059,193.55

**Includes Underwriters' Discount and Costs of Issuance.*

SECOND PARISH COURT

General

The Parish Court system for the Parish consists of two courts, namely the First Parish Court and the Second Parish Court (the “Parish Courts”). The First Parish Court for the Parish of Jefferson, State of Louisiana was established in 1962 pursuant to LA R.S. 13:2561.1 with its territorial boundaries in the Parish of Jefferson lying east of the Mississippi River. The Second Parish Court for the Parish of Jefferson, State of Louisiana was established in 1966 pursuant to LA R.S. 13:2562.1 with its territorial boundaries in the Parish of Jefferson lying west of the Mississippi River. Both First Parish Court and Second Parish Court have the same subject matter jurisdiction within their respective territorial boundaries.

Jurisdiction

The Parish Courts have civil jurisdiction concurrent with that of the district court for the Parish, within their respective territorial boundaries, when the amount in dispute, or the value of the property involved, does not exceed twenty thousand dollars, exclusive of interest, costs, and attorney fees and in suits for possession of leased premises when the amount of the rental does not exceed the jurisdictional amounts provided in the Code of Civil Procedure, which amounts are based on the term of the lease. In case of any reconventional demand, intervention, or third-party opposition exceeds twenty thousand dollars, exclusive of interest, costs, and attorney fees, and the case shall be removed to the district court for the Parish. Additionally, the Parish Courts by the State, a parish, a municipality, or other political subdivision of the State for injunctive relief or other civil relief for the cessation or abatement of any acts or practices committed within the respective territorial jurisdiction which may violate any parish or municipal ordinance or any State law. In such case, the Parish Courts shall have jurisdiction which may violate any parish or municipal ordinance or any State law. In such case, the Parish Courts shall have jurisdiction irrespective of the amount in dispute or the value of the property involved. The Parish Courts have criminal jurisdiction concurrent with that of the district court of the Parish, for the trial of all persons charged with offenses or crimes committed within its territorial boundaries, but shall not include capital crimes or those crimes or offenses which are punishable by imprisonment at hard labor under the laws of the State. The District Attorney’s office for the Parish assigns such misdemeanor criminal cases to the Parish Courts or to the district court for the Parish in its discretion. The current policy of the District Attorney’s office is to assign misdemeanor cases to the Parish Courts, except those misdemeanor cases involving drugs, vice or involving concurrent felony charges.

Currently there are two (2) judges in First Parish Court and two (2) judges in Second Parish Court, each of whom is elected to office for a term of six (6) years, by the qualified voters residing within the respective territorial boundaries of Parish Courts.

Second Parish Court Revenues

Pursuant to Section 2562.22 of Title 13 of the Louisiana Revised Statutes of 1950, as amended, in all criminal cases over which Second Parish Court has jurisdiction, there is taxed as costs against every defendant who is convicted after trial or after pleas of guilty or who forfeits his bond, a sum not to exceed fifteen dollars (\$15.00) (“Judicial Expense Fund Revenues”). The maximum permitted cost of fifteen dollars (\$15.00) is currently imposed in Second Parish Court. Second Parish Court Revenues are deposited in a separate account, designated as the Judicial Expense Fund for the First and Second Parish Courts of Jefferson Parish. Pursuant to the Agreement, the judges of First and Second Parish Courts, en banc (the, “Judiciary”) covenant not to reduce Judicial Expense Fund Revenues imposed by Second Parish Court, and the Judiciary irrevocably dedicates and pledges to the payment of principal of and interest on the Series 2014 Bonds for the life of said Series 2014 Bonds that portion of Judicial Expense Fund Revenues collected by Second Parish Court. Pursuant to the Agreement, to the extent permitted by law, to supplement Building Fund Revenues in the event they are insufficient, the Judiciary irrevocably dedicates and pledges for the life of the Bonds an amount sufficient and necessary to pay the principal of and interest on the Bonds in any such year. Further, the Judiciary covenants not to cause the reduction, repeal or rescission of the maximum costs authorized to be taxed and collected as Judicial Expense Fund Revenues so long as the Bonds are outstanding and the amount so dedicated to the payment of the Bonds shall be a lien on the Judicial Expense Fund Revenues.

Pursuant to Section 2562.24 of Title 13 of the Louisiana Revised Statutes of 1959, as amended, in all cases over which the First and Second Parish Courts of Jefferson Parish have jurisdiction, a service charge of seven dollars (\$7.00) per filing (except individuals unable to pay because of poverty or lack of means) is imposed. Also, in each proceeding where a fine is imposed or courts costs are ordered to be paid, a service charge of seven dollars (\$7.00) shall be collected by the sheriff's office, which shall be in addition to all other fines, costs, or forfeitures lawfully imposed. The hereinabove filing charge and service charge (collectively, the "Building Fund Revenues") are transferred to the department of finance for the Parish and placed in an account dedicated to the acquisition, construction, equipping, and maintenance of new courts or other judicial facilities and for the maintenance and payment of any bond indebtedness on any such existing facilities. Pursuant to the Agreement, the Judiciary authorizes and dedicates that portion of the Building Fund Revenues collected by the Second Parish Court to the payment of principal and interest on the Series 2014 Bonds for the life of said Series 2014 Bonds. Pursuant to the Agreement, the Judiciary covenants not to cause the reduction, repeal or rescission of Building Fund Revenues imposed by Second Parish Court so long as the Series 2014 Bonds are outstanding, and further covenants that the amount to be dedicated to the payment of the Series 2014 Bonds shall be a first priority lien on the Building Fund Revenues. The series 2003 bonds will be defeased and no longer considered outstanding as to the lien or the revenues.

The Judicial Expense Fund Revenues and the Building Fund Revenues are referred to herein as the Second Parish Court Revenues.

No other revenues, fines, fees, costs or any other charges or revenue collected or imposed by Second Parish Court other than the Second Parish Court Revenues pledged to the payment of principal and interest on the Series 2014 Bonds.

Revenue Sources

Second Parish Court Building Fund Revenues

2013	2012	2011	2010	2009
\$110,487	\$121,369	\$117,685	\$145,462	\$144,041

Source: Jefferson Parish

Second Parish Court Judicial Expense Fund Revenues

2013	2012	2011	2010	2009
\$221,720	\$256,511	\$240,202	\$277,732	\$285,133

Source: Jefferson Parish

DESCRIPTION OF THE SERIES 2014 BONDS

General

The Series 2014 Bonds are issuable only in fully registered form and in the denomination of \$5,000 principal amount or integral multiples thereof.

The Series 2014 Bonds will be dated the date of delivery, and will mature on the dates set forth on the inside cover page hereof. Interest on the Series 2014 Bonds will accrue from the date of delivery at the rates set forth on the inside cover page hereof and interest is computed on the basis of a 360 day year consisting of twelve 30 day months. Interest on the Series 2014 Bonds is payable on September 1, 2014 and semiannually thereafter on March 1 and September 1 of each year.

Principal of the Series 2014 Bonds will be payable upon presentation and surrender at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., the Paying Agent/Registrar (or any successor thereto). Interest on the Series 2014 Bonds is payable by check or draft mailed to the registered owner thereof on the Business Day next preceding each Interest Payment Date by the Paying Agent/Registrar to the registered owner, determined as of the close of business on the 15th calendar day of the month immediately preceding an Interest Payment Date (the "Regular Record Date"), at the address shown on the books of the Paying Agent/Registrar. A registered owner of \$1,000,000 or more in aggregate principal amount of the Series 2014 Bonds may request payment by wire transfer at such wire address as shall have been furnished by such registered owner to the Paying Agent/Registrar on or prior to the Regular Record Date.

Transfer, Registration and Assignment

The following three paragraphs are only applicable when the Series 2014 Bonds are no longer registered in the name of Cede & Co. or another nominee of a Securities Depository.

Upon surrender for registration of transfer of any Series 2014 Bonds at its Principal Office, the Bond Registrar shall deliver in the name of the transferee or transferees a new fully authenticated and registered Series 2014 Bonds of Authorized Denominations of the same maturity. Any Series 2014 Bonds, upon surrender thereof at the Principal Office of the Bond Registrar, may, at the option of the Bondholder thereof, be exchanged for an equal aggregate principal amount of Series 2014 Bonds of the same maturity, series, and of any Authorized Denomination as the Series 2014 Bond surrendered for exchange. The Issuer and the Bond Registrar shall not be required (a) to issue or register the transfer of any Series 2014 Bonds during a period beginning on the Record Date (or, if applicable, Special Record Date) and ending at the close of business on the Business Day next preceding any Bond Payment Date or (b) to transfer or exchange any Series 2014 Bonds selected, called, or being called for redemption in whole or in part.

The Bond Registrar, the Issuer, and the Trustee may treat the Person in whose name a Series 2014 Bond is registered on the Bond Register as the absolute owner thereof for all purposes, whether or not such Series 2014 Bond shall be overdue, and shall not be bound by any notice to the contrary.

The Bond Registrar also may require payment from the Bondholder of a sum sufficient to cover any tax, or other governmental fee or charge, that may be imposed in relation thereto. Such taxes, fees, and charges shall be paid before any such new Series 2014 Bond shall be delivered.

Authority for Issue

The Series 2014 Bonds are authorized pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Refunding Act") and other constitutional and statutory authority.

Method of Payment

The Series 2014 Bonds will be issued in book entry only form, as described below under "BOOK ENTRY ONLY SYSTEM," and the method and place of payment will be as provided in the book entry only system. In the event that the use of the book entry only system for the Series 2014 Bonds is discontinued, the method and place of payment will be as described in the Indenture.

Additional Information

For any additional information concerning the Issuer or the Series 2014 Bonds, please address Mr. Tim Palmatier, Finance Department, Parish of Jefferson, State of Louisiana, 200 Derbigny Street, Gretna, Louisiana 70054-0009 (telephone (504) 364-2767); or the Issuer's Financial Advisor, Shaun Toups, Government Consultants, Inc., 700 North 10th Street, Annex Building, Baton Rouge, LA 70802 (telephone (225) 344-2098).

BOOK ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2014 Bonds. The Series 2014 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for the Series 2014 Bonds in the aggregate principal amount of each such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U. S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2014 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Registered Owner entered into the transaction. Transfers of ownership interests in the Series 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2014 Bonds, except in the event that use of the book-entry system for the Series 2014 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2014 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2014 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2014 Bonds may wish to ascertain that the nominee holding the Series 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2014 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2014 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2014 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2014 Bonds at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

THE ISSUER, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE REGISTERED OWNERS OF THE SERIES 2014 BONDS, (i) PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2014 BONDS, (ii) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF REGISTERED OWNERSHIP INTERESTS IN SERIES 2014 BONDS, OR (iii) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2014 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE ISSUER, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE REGISTERED OWNERS WITH RESPECT TO (1) THE SERIES 2014 BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY REGISTERED OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST ON THE SERIES 2014 BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY REGISTERED OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO HOLDERS OF THE SERIES 2014 BONDS; (5) THE SELECTION OF THE REGISTERED OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2014 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2014 BONDS.

SECURITY PROVISIONS AND PROTECTIVE COVENANTS

Security for the Series 2014 Bonds

The Series 2014 Bonds are secured as to principal and interest by an irrevocable and irrepealable pledge by the Judiciary to the Judicial Expense Fund Revenues and the Building Fund Revenues (the "Second Parish Court Revenues"). The Judiciary covenants not to cause the reduction, repeal or rescission of the maximum costs authorized to be taxed and collected as Judicial Expense Fund Revenues, so long as the Series 2014 Bonds are outstanding and that the amount so dedicated to the payment of the Series 2014 Bonds shall be a lien on the Judicial Expense Fund Revenues. The Parish covenants and agrees that in the event the total of the sums to be received by the Issuer from the Second Parish Court Revenues shall ever be projected to be or actually will be less than the debt service due on the Series 2014 Bonds in any current or future bond year, the Issuer shall cause to be prepared and adopted by appropriate proceedings a budget of the Issuer which shall provide for legally available funds to pay an amount sufficient to pay any deficiency in the Sinking Fund established for the payment of debt service on the Series 2014 Bonds.

The Series 2014 Bonds are special and limited obligations of the Issuer, and the principal thereof and premium, if any, and interest thereon will be payable solely from and secured by (i) the Second Parish Court Revenues, (ii) all Funds and Accounts held by the Trustee under the Indenture and (iii) in the event the Second Parish Court Revenues shall ever be projected to be or actually will be less than the amounts required, then legally available funds of the Issuer.

Indenture to Constitute Contract

The Indenture constitutes a contract between the Issuer and the Owners from time to time of the Series 2014 Bonds. The pledge thereof and the provisions, covenants and agreements therein set forth to be performed by or on behalf of the Issuer are for the equal benefit, protection and security of the Owners of any and all of such Series 2014 Bonds and Additional Bonds, each of which, regardless of the time or times of its issuance or maturity, shall be of equal rank without preference, priority or distinction over any other thereof, except as expressly provided in the Indenture. The Series 2014 Bonds will rank *pari passu* as to source and security with the Additional Bonds, if any.

Funds and Accounts

The Indenture provides for the maintenance of the following funds and accounts, originally established by the Outstanding Bonds Ordinances, which are irrevocably and irrevocably pledged (except amounts held in the Rebate Fund and except that amounts on deposit in the Reserve Fund are available only to pay debt service on the series of Series 2014 Bonds or Additional Bonds for which such account was created) to the payment of principal of, premium, if any, and interest on the Series 2014 Bonds:

- (1) Costs of Issuance Account;
- (2) Revenue Fund;
- (3) Debt Service Fund, and within the Debt Service Fund, an Interest Account and a Principal Account;
- (4) Refunding Fund; and
- (5) Rebate Fund.

Subject to certain provisions of the Indenture, moneys held in any Fund or Account (except the Rebate Fund and the Refunding) shall be invested and reinvested to the fullest extent practicable in Investment Securities which mature at such times as are necessary to provide moneys for payments to be made from such Fund or Account. Moneys in the Refunding Fund shall be invested in Government Obligations that provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption. Moneys held in any Fund or Account shall be applied in the manner set forth in the Indenture. See Appendix "E" herein "Trust Indenture."

Events of Default

If one or more of the following events (in this Indenture called "Events of Default") shall occur:

- (a) if default shall be made in the due and punctual payment of the principal of any Series 2014 Bonds when and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or
- (b) if default shall be made in the due and punctual payment of any installment of interest on any Series 2014 Bond when and as such interest installment shall become due and payable; or
- (c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Series 2014 Bonds contained, and such default shall continue for a period of forty-five days after written notice thereof to the Issuer by the Trustee or by the Owners of not less than 25% of the Bonds Outstanding; or
- (d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; or
- (e) default in the observance or performance of any of the terms of the Series 2014 Ordinance and this Indenture, or any other ordinance or agreement related to the Second Parish Court Revenues;

then, upon the happening and continuance of any Event of Default the Owners of the Series 2014 Bonds, or the Trustee on their behalf, shall be entitled to exercise all rights and powers for which provision is made in the Act or in any provision of law.

THE SERIES 2014 BOND REDEMPTION

Optional Bond Redemption

The Series 2014 Bonds maturing March 1, 2029 and thereafter are subject to redemption prior to maturity at the option of the Issuer on any date on or after March 1, 2024, in whole or in part, at par plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption

The Bonds maturing on March 1, 2029 are subject to mandatory sinking fund redemption payments prior to maturity, in part, in the years and in the respective amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date, as follows:

March 1	Principal	Interest Rate
2025	\$210,000	3.625%
2026	\$220,000	3.625%
2027	\$225,000	3.625%
2028	\$240,000	3.625%
2029*	\$245,000	3.625%

*Denotes Maturity Date of Term Bond \$1,140,000 at 3.625%.

The Bonds maturing on March 1, 2033 are subject to mandatory sinking fund redemption payments prior to maturity, in part, in the years and in the respective amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date, as follows:

March 1	Principal	Interest Rate
2030	\$255,000	4.000%
2031	\$265,000	4.000%
2032	\$280,000	4.000%
2033*	\$285,000	4.000%

*Denotes Maturity Date of Term Bond \$1,085,000 at 4.000%.

To the extent that the Bonds have been previously retired (except by way of mandatory redemption), each scheduled sinking fund payment with respect to the Bonds shall be reduced by an amount equal to the principal amount of such Bonds so previously retired multiplied by the ratio which each scheduled sinking fund payment bears to the total scheduled sinking fund payments with respect to such Bonds. Each sinking fund payment so reduced shall be rounded to the nearest integral multiple of \$5,000. The Trustee may purchase Bonds in lieu of redeeming Bonds in the manner described in the Ordinance.

Selection of Bonds to be Redeemed

In the event of redemption of less than all of the Outstanding Bonds of any series of a maturity, such Bonds shall be redeemed by lot or in such other manner as shall be deemed fair and equitable by the Trustee for random selection.

In the event a Bond to be redeemed is of a denomination other than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the office of the Trustee and there shall be delivered to the Owner of such Bond, a new Bond or Bonds of the same maturity, series, interest rate and of any denomination or denominations as requested by such Owner in an aggregate principal amount equal to the unredeemed portion of the principal of the Bond so surrendered.

Notice of Redemption

Notice of any such redemption shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days nor more than 45 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Trustee. Failure to give such notice by mailing to any Bondowner, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) if less than all the Bonds of a series are to be redeemed, the identifying number (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Bond and interest thereon will cease to accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered for payment. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice.

Upon the giving of notice and the deposit of funds with the Trustee for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by the Ordinance with respect to any mutilated, lost, stolen or destroyed Bond.

Payment of Redeemed Bonds

Notice having been given in the manner provided above, the Bonds, so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for redemption of all the Bonds to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Purchase of Bonds Subject to Redemption

The Issuer may apply moneys in the Debt Service Fund available for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice or redemption has been given) to the purchase of Bonds. The price paid (excluding accrued interest, but including any brokerage or other charges) for any Bond purchased shall not exceed the Redemption Price thereof; the Issuer shall also pay (from moneys furnished from the Debt Service Fund) accrued interest on any such Bond. The Issuer shall not expend amounts for the purchase of Bonds of a particular maturity in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, and, the Issuer may, in its discretion, advertise for tenders for the purchase of Bonds sixty (60) days prior to any date for redemption of Bonds.

Additional Bonds

The Series 2014 Bonds shall enjoy complete parity of lien on the revenues and funds and accounts of the Issuer pledged pursuant to the Indenture. The Issuer shall hereafter issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Second Parish Court Revenues of the Issuer having priority over or parity with the Series 2014 Bonds, and any Outstanding *pari passu* bonds, except under the following conditions:

- a. The Series 2014 Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Series 2014 Bonds which is not refunded, if there are any; provided, however that if only a portion of the Series 2014 Bonds outstanding is so refunded such portion of the Series 2014 Bonds may not be refunded without the consent of the owners of the unrefunded portion of the Series 2014 Bonds (provided, such consent shall not be required if such refunding of the Series 2014 Bonds meets the requirements set forth in clause (b) below this section).
- b. Additional bonds may also be issued on a parity with the Series 2014 Bonds and any Outstanding pari passu bonds if all of the following conditions are met:
 - (1) The combined total of the Building Fund Revenues and the Judicial Expense Fund Revenues collected by the Second Parish Court during a period of any twelve (12) consecutive months out of the eighteen (18) months immediately preceding the issuance of the Additional Bonds must have been not less than 1.33 times the highest combined principal and interest requirements for any succeeding Fiscal Year on all Bonds then Outstanding (but not including Bonds which have been refunded or provision otherwise made for their full and complete payment and redemption), and the Additional Bonds proposed to be issued; provided, however, that the combined principal and interest requirement in any succeeding Fiscal Year on all Bonds then Outstanding and the Additional Bonds proposed to be issued shall never exceed seventy-five percent (75%) of the amount of the combined total estimated by the Governing Authority and the Judiciary to be collected in such Fiscal Year.
 - (2) The payments required to be made into the Debt Service Fund for principal and interest for all outstanding bonds, including the amounts required to be paid into any reserve fund for outstanding bonds, must be current, and there are no other Events of Default.
 - (3) The Additional Bonds must be payable as to principal on March 1 of each year in which principal falls due, and shall bear interest payable semiannually on March 1 and September 1 of each year.
 - (4) All Funds established under the Ordinance or Indenture issuing such Additional Bonds shall be the same Funds established pursuant to Indenture.
 - (5) In connection with the issuance of any additional bonds which bear interest at a floating, variable or adjustable rate (“Variable Rate Bonds”) for purposes of computing the highest combined principal and interest requirements in this Section, the interest rate on such bonds, while such bonds bear interest at a floating, variable or adjustable rate shall be calculated as that rate which is equal to the greater of (i) the then current short-term interest rate borne or to be borne by the Variable Rate Bonds or (ii) the maximum interest rate borne by such Variable Rate Bonds (or, if no such bonds are then outstanding, by comparable variable rate obligations, the interest on which is calculated according to the same or similar index as that applicable to the proposed bonds) over the preceding twelve months, or (iii) that rate calculated by reference to the index of 25 Revenue Bonds published by *The Bond Buyer* (the “Proforma Rate”). In addition, no additional Variable Rate Bonds shall be issued unless (a) the resolution authorizing such bonds specifies (i) a maximum interest rate to be borne by such bonds, including any bonds held by a person (other than the Issuer) who is required to provide moneys necessary for payment to a bond owner who tenders his bonds pursuant to an option to tender (the “Liquidity Provider”) and (ii) the payment of principal to the Liquidity Provider due to any acceleration of principal on the bonds or the payment of any interest due to the Liquidity Provider in excess of the interest rate on the Variable Rate Bonds while such bonds are held by a person other than the Liquidity Provider shall be subordinate to the payment of Debt Service and (b) the short-term unsecured obligations of the Liquidity Provider are rated in the highest short-

term rating category by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc. or A. M. Best & Company and the long-term unsecured obligations of the Liquidity Provider are rated "A" or better by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc. and Fitch. For the purpose of calculating the Reserve Fund Requirement for Variable Rate Bonds the interest rate on the Variable Rate Bonds shall be the Pro forma Rate.

c. Notwithstanding the provisions of Ordinance No. 24529, adopted on July 24, 2013, the Issuer shall issue Additional Bonds secured by the Second Parish Court Revenues only pursuant to and in accordance with above Section.

THE ISSUER

General

The Issuer is a political subdivision of the State of Louisiana and has all the powers and privileges granted by the Constitution and statutes of the State to such subdivisions, including the authority to incur debt, including the issuance of the Series 2014 Bonds. Jefferson Parish is the second most populated parish in the State, representing over 12% of the State's population. The Parish is located west of the City of New Orleans and comprises part of the Greater New Orleans area. It is bordered by the shores of Lake Pontchartrain on the north, St. Charles and Lafourche Parishes on the west, Orleans and Plaquemines Parishes on the East, and the Gulf of Mexico on the south. The Issuer is divided by the Mississippi River. The Issuer's jurisdiction covers 631 square miles, 359 of which represent land area.

Issuer Government

The Issuer's system of government was established by its Home Rule Charter, as amended, which became effective in 1958. The Parish operates under a President-Council form of government with a Parish President and seven (7) council members, with two (2) members elected parish wide and the five (5) remaining council members elected on the basis of one for each of the five (5) councilmember districts. All are elected to four-year concurrent terms. The Parish President has veto power, which may be overridden by a two-thirds vote of the Parish Council.

Audit Reports

The Issuer is audited annually at the close of its fiscal year (December 31) by independent certified public accountants. The electronic hyperlink to the Comprehensive Annual Financial Report of Jefferson Parish for the year ended December 31, 2012 is contained in Appendix "B" hereto.

Default Record

According to the Finance Director of the Parish, neither the Issuer nor any predecessor to the Issuer or Parish has defaulted on any bonds or other indebtedness.

TAX EXEMPTION

Legal Opinions

In the opinion of The Becknell Law Firm, APLC, based on existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continued compliance with certain covenants and agreements which are intended to insure compliance with applicable provisions of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), (i) interest on the Series 2014 Bonds is excludable from gross income for federal income tax purposes and (ii) interest on the Series 2014 Bonds is not a specific preference item for purposes of the federal individual and corporate alternative minimum tax. Interest on the Series 2014 Bonds is not included in the "adjusted current earnings" (i.e., alternative minimum taxable income as adjusted for certain items, including those items that would be included in the calculation of a corporation's earnings and profits under Subchapter C of the Code) of certain corporations.

The Code imposes a number of requirements that must be satisfied for interest on state and local obligations to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of certain bond proceeds be paid periodically to the United States government, except under certain circumstances, and a requirement that information reports be filed with the Internal Revenue Service.

In rendering the foregoing opinions, Bond Counsel will assume continuing compliance by the Issuer with the provisions of the Indenture subsequent to the issuance of the Series 2014 Bonds which affect the exclusion from gross income of all amounts treated as interest on the Series 2014 Bonds. In addition, Bond Counsel will rely upon certain representations and certifications of the Issuer made in certificates dated the date of initial delivery of the Series 2014 Bonds pertaining to the use, expenditure and investment of the proceeds of the Series 2014 Bonds. These representations relate to matters that are solely within the knowledge of the Issuer, which Bond Counsel has not verified. The Indenture contains certain covenants by Issuer with respect to, among other matters, the above requirements. Failure of the Issuer to comply with any of the covenants may result in interest on the Series 2014 Bonds being included in the gross income of the Owners thereof from the date of issue of the Series 2014 Bonds.

In the opinion of Bond Counsel, pursuant to the Refunding Act, the Series 2014 Bonds and the income therefrom are exempt from all taxation by the State of Louisiana and any political subdivision thereof. Each prospective purchaser of the Series 2014 Bonds should consult his own tax advisor as to the status of interest on the Series 2014 Bonds under the tax laws of any state other than the State of Louisiana. No other opinion is expressed by Bond Counsel regarding the tax consequences of the ownership of or the receipt or accrual of interest on the Series 2014 Bonds. The forms of Bond Counsel's opinions are attached hereto as Appendix "C".

Prospective purchasers of the Series 2014 Bonds should be aware that ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively connected earnings and profits including tax-exempt interest such as interest on the Series 2014 Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences.

Alternative Minimum Tax Considerations. As stated above, interest on the Series 2014 Bonds will not be an item of tax preference for purposes of computing the federal alternative minimum tax on individuals and corporations. However, interest on the Series 2014 Bonds will be included in calculating a corporation's adjusted current earnings for purposes of determining the corporation's alternative minimum taxable income.

Backup Withholding

Interest on the Series 2014 Bonds is subject to information reporting to the Internal Revenue Service. Backup withholding may be imposed on payments made to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code.

Effect of Pending Legislation

From time to time, there are legislative proposals in the Congress or in the various states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the market value of the Series 2014 Bonds. It cannot be predicted with certainty whether or in what form any proposed legislation might be enacted or whether if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2014 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2014 Bonds or the market value thereof, would be impacted thereby. Purchasers of the Series 2014 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation.

No Other Opinions

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Series 2014 Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Series 2014 Bonds are subject to the approval of the The Becknell Law Firm, APLC, Metairie, Louisiana, Bond Counsel. Signed copies of their opinions, dated and premised on facts existing and law in effect as of the date of original issuance and delivery of the Series 2014 Bonds, will be delivered at the time of such original issuance.

Certain legal matters will be passed upon by Haley Law Firm, LLC, New Orleans, Louisiana, Counsel to the Underwriters.

LITIGATION

According to the Parish Attorney, there is no litigation now pending or threatened which would restrain or enjoin the sale, execution, issuance or delivery of the Series 2014 Bonds or in any way contesting the validity of said Series 2014 Bonds, the adoption of the Ordinance, the effectiveness of the Indenture, or any proceeding of the Governing Authority taken with respect to the authorization, sale or issuance of the Series 2014 Bonds or the pledge or application of the Second Parish Court Revenues for the payment of or security for the Series 2014 Bonds.

INCONTESTABILITY

Article 6, Section 35(B) of the Louisiana Constitution for the year 1974 provides as follows:

"Every ordinance or resolution authorizing the issuance of bonds or other debt obligation by a political subdivision shall be published at least once in the official journal of the political subdivision or, if there is none, in a newspaper having general circulation therein. For thirty days after the date of publication any person in interest may contest the legality of the ordinance or resolution and of any provision therein made for the security and payment of the bonds. After that time, no one shall have any cause of action to test the regularity, formality, legality, or effectiveness of the ordinance or resolution, and provisions thereof for any cause whatever. Thereafter, it shall be conclusively presumed that every legal requirement for the issuance of the bonds or other debt obligation, including all things pertaining to the election, if any, at which the bonds or other debt obligation were authorized, has been complied with. No court shall have authority to inquire into any of these matters after the thirty days."

The Ordinance has been published in accordance with the Refunding Act and the Series 2014 Bonds will be delivered after a thirty day period has elapsed from the dates of publication.

RATING

Standard & Poor's Rating's Service, a division of The McGraw Hill Companies, Inc. ("S&P"), has assigned municipal bond ratings of "AA-" to the Series 2014 Bonds. Ratings Desk, 55 Water Street, 34th Floor, New York, NY 10041, (212) 438-2400. Any desired explanation of the significance of such ratings should be obtained from S&P. The Issuer may have furnished information or materials relating to the Issuer, certain of which information and materials may have not been included in the Official Statement.

Such rating will reflect only the view of the respective rating agency, and is not a recommendation to buy, sell or hold the Series 2014 Bonds. Generally, a rating agency bases its rating on the information and materials so furnished and on investigations, studies and assumptions made by it. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any downward revision or withdrawal of such rating could have an adverse effect on the secondary market price or value of the Series 2014 Bonds.

CERTIFICATION AS TO OFFICIAL STATEMENT

At the time of payment for and delivery of the Series 2014 Bonds, the Governing Authority on behalf of the Issuer will furnish the Underwriter a certificate signed by the Council Chairman to the effect that (i) the descriptions and statements, including financial data, of or pertaining to the Issuer, on the date of the Official Statement, on the date of the sale of the Series 2014 Bonds and on the date of the delivery thereof, were and are true in all material respects, and, insofar as such matters are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) insofar as the descriptions and statements, including financial data, of or pertaining to governmental and/or non governmental entities other than the Issuer and their activities contained in the Official Statement are concerned, such descriptions, statements, and data have been obtained from sources which the Governing Authority believes to be reliable and the Governing Authority has no reason to believe that they are untrue or incomplete in any material respect; and (iii) there has been no adverse material change in the affairs of the Issuer between the date the Official Statement was deemed final by the Issuer and the date of delivery of the Series 2014 Bonds.

No representation is made to the holders of the Series 2014 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement, and Bond Counsel assumes no responsibility to the holders of the Series 2014 Bonds with respect thereto, except for the matters set forth, and to the extent, set forth in such counsel's opinions.

CONTINUING DISCLOSURE

The Issuer will pursuant to the Continuing Disclosure Agreement covenant for the benefit of Bondholders to provide certain financial information and operating data relating to the Issuer by not later than 180 days after the fiscal year end of the Issuer, beginning with the Issuer's fiscal year ending December 31, 2014 (the "Annual Report") and to provide notices of the occurrence of certain enumerated events, if deemed by the Issuer to be material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Depository (and with any future Louisiana officially designated State Information Depository). A notice of material events will be filed by the Issuer with the Municipal Securities Rulemaking Board (and with any future Louisiana officially designated State Information Depository). The specific nature of the information to be contained in the Annual Report of the notices of material events is set forth herein under Appendix "F" Form of Continuing Disclosure Agreement. These covenants have been made in order to assist the Participating Underwriter in complying with Securities Exchange Commission Rule 15c212(b)(5).

Except as provided in the Undertaking, the Issuer has not undertaken to provide all information investors may desire to have in making decisions to hold, sell or buy the Series 2014 Bonds. The Issuer has complied with its obligations under the Rule with respect to the Refunded Bonds.

FINANCIAL ADVISOR

The Issuer has retained Government Consultants, Inc., Baton Rouge, Louisiana, as independent financial advisor (the "Financial Advisor") in connection with the sale and issuance of the Series 2014 Bonds. The Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of information contained in the Official Statement. The Financial Advisor is not a public accounting firm and has not been engaged by the Issuer to compile, review, examine or audit any information in the Official Statement in accordance with accounting standards. The Financial Advisor is an independent advisory firm and will not participate in the underwriting of the Series 2014 Bonds.

UNDERWRITING

The Series 2014 Bonds are being purchased by Sisung Securities Corporation and Stephens Inc. (collectively, the "Underwriters"), at a purchase price of \$4,019,093.55 (the principal amount of the Series 2014 Bonds (\$4,010,000.00), plus Original Issue Premium of \$49,193.55, less the Underwriter's discount of \$40,100.00).

The Bond Purchase Agreement executed by the Underwriters provides that the Underwriters will purchase all of the Series 2014 Bonds if any are purchased. The Series 2014 Bonds may be offered and sold to certain dealers (including underwriters and other dealers depositing such bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

Sisung Investment Management Service, LLC currently serves as the investment manager (the "*Investment Manager*") to the Issuer and may invest certain funds of the Series 2014 Bonds for the Issuer. Sisung Securities Corporation and the Investment Manager are related and affiliated companies under common control and ownership.

MISCELLANEOUS

The foregoing summaries and explanations do not purport to be comprehensive and are expressly made subject to the exact provisions of the Indenture, copies of which are available from the Issuer. Statements in this Official Statement involving matters of opinion, forecast or estimate, whether or not expressly stated, are intended as such and not as representations of fact. No representation is made that any of the opinions, forecasts or estimates stated herein will be realized.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness by the Issuer.

The distribution of this Official Statement to prospective purchasers and others has been authorized by the Issuer.

PARISH OF JEFFERSON, STATE OF LOUISIANA

**BY: THE JEFFERSON PARISH COUNCIL OF THE
PARISH OF JEFFERSON, STATE OF LOUISIANA**

/s/ ELTON M. LAGASSE, COUNCIL CHAIRMAN

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APPENDIX A

**FINANCIAL AND STATISTICAL DATA RELATIVE TO THE PARISH OF JEFFERSON,
STATE OF LOUISIANA**

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GENERAL INFORMATION

The population trend of the Parish of Jefferson is as follows:

Year	Parish Estimated Population
2013	432,552
2012	433,676
2011	433,535
2010	435,334
2009	444,049
2008	433,483
2007	429,994
2006	441,741
2005	458,029
2004	457,059
2003	456,779
2002	455,927
2001	453,116
2000	455,466
1990	448,306
1980	454,592
1970	337,568
1960	208,769

Source: Jefferson Parish, January 2014.

ECONOMIC INDICATORS

Personal Income

Revised Estimates of State Personal Income were published by the Bureau of Economic Analysis of the US Department of Commerce. The most recent multi-year trend in revised per capita income for the Nation, Louisiana, and Jefferson Parish is as follows:

Year	United States	Louisiana	Parish
2012	43,735	40,057	45,049
2011	41,560	38,549	44,821
2010	39,945	37,116	43,318
2009	38,846	37,632	43,862
2008	40,947	38,142	44,429
2007	39,506	35,789	43,140
2006	37,725	33,776	40,141
2005	35,452	30,086	34,751
2004	33,909	28,057	33,403
2003	32,295	26,703	31,898

Source: U.S. Department of Commerce, Bureau of Economic Analysis, January 2014.

Employment

The Louisiana Department of Employment and Training has issued revised annual average statistics for various employment areas within Louisiana. The annual average figures for the Jefferson Parish Labor Market area were reported as follows:

YEAR	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT	Parish Rate	STATE RATE	U.S. RATE
2012	209,855	192,096	12,974	6.20%	6.40%	7.80%
2011	211,905	192,186	14,334	6.80%	7.30%	6.80%
2010	214,572	193,004	14,909	6.90%	7.50%	6.90%
2009	210,684	194,529	12,872	6.10%	6.60%	6.10%
2008	215,265	199,042	8,570	4.00%	4.40%	4.00%
2007	220,172	198,030	6,991	3.20%	3.80%	3.20%
2006	215,692	190,379	8,941	4.10%	3.90%	4.10%
2005	217,165	198,491	17,309	8.00%	6.70%	8.00%

Source: Louisiana Workforce Commission, Labor Market Information, January 2014.

The recent trend in employment for Jefferson Parish is as follows:

MONTH	Labor Force	Employment	Unemployment	Parish Rate
November-13	212,063	200,687	11,376	5.40%
October-13	210,622	198,229	12,393	5.90%
September-13	210,544	197,188	13,788	6.60%
August-13	210,242	196,365	13,877	6.60%
July-13	212,673	198,564	14,109	6.60%
June-13	213,188	197,731	15,457	7.30%
May-13	211,794	198,025	13,769	6.50%
April-13	209,834	197,581	12,253	5.80%
March-13	207,949	196,122	11,827	5.70%
February-13	207,450	195,870	11,580	5.60%
January-13	207,6010	193,424	14,186	6.80%
December-12	209,847	198,863	10,984	5.2%
November-12	210,813	200,724	10,089	4.8%

Source: Louisiana Workforce Commission, Labor Market Information, January 2014.

Jefferson Parish Non-Agricultural Wage and Salary Employment

Classification	2008	2009	2010	2011	2012
Accommodation and Food Services	19,199	18,305	18,860	18,178	18,981
Administrative and Waste Services	15,606	13,992	14,484	14,009	13,830
Agriculture, Forestry, Fishing & Hunting	40	32	31	28	28
Arts, Entertainment, and Recreation	4,622	4,658	4,473	4,559	4,466
Construction	15,004	14,475	13,813	14,054	13,541
Educational Services	8,132	1,989	8,219	N/A	N/A
Finance and Insurance	9,141	9,059	8,999	8,051	8,139
Health Care and Social Assistance	29,304	26,364	26,299	30,028	30,058
Information	3,259	2,964	3,465	2,507	2,484
Management of Companies and Enterprises	2,994	3,021	3,218	2,953	2,922
Manufacturing	15,664	12,843	15,009	13,044	12,328
Mining	2,231	2,086	1,947	1,881	1,674
Other Services, Ex. Public Admin.	5,920	5,775	5,562	5,412	5,583
Professional and Technical Services	10,864	10,716	10,793	10,230	11,527
Public Administration	5,512	5,579	5,618	6,102	6,047
Real Estate and Rental and Leasing	4,491	3,931	3,839	3,711	3,778
Retail Trade	34,892	33,379	32,531	28,255	28,093
Transportation and Warehousing	8,468	8,280	8,998	8,430	8,571
Utilities	1,509	1,313	1,185	1,308	1,234
Wholesale Trade	12,206	11,638	11,141	10,997	10,874

Source: Louisiana Workforce Commission, Labor Market Information, January 2014.

SALES TAXES

Sales Taxes Levied in the Parish

The following is a summary by area of sales and use taxes being levied within the Parish of Jefferson.

Entity/Area	Parish	School Board	Municipal	Law Enforcement	Other	Louisiana	Total
Jefferson	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Grand Isle	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Gretna	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Harahan	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Jean Lafitte	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Kenner	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%
Westwego	2.375%	2.00%	0.00%	0.375%	0.00%	4.00%	8.75%

Source: Jefferson Parish.

Sales Tax Collections – Jefferson Parish Council (2.375%)

Annual Collections

Jefferson Parish has collected the following total amounts from its two and one half percent (2.375%) sales and use tax for the periods indicated.

2013	2012	2011	2010	2009
\$131,542,418	\$138,179,155	\$136,990,286	\$131,561,841	\$129,805,840

Source: Jefferson Parish

Monthly Collections

Jefferson Parish has collected the following amounts from its two and one half percent (2.375%) sales and use tax monthly through December 2013.

Month	2013	2012	2011	2010	2009
January	\$11,138,541	\$10,438,681	\$10,297,705	\$9,318,973	\$11,303,827
February	\$10,826,818	\$10,521,421	\$10,647,226	\$9,735,677	\$10,010,763
March	\$12,835,125	\$12,082,254	\$12,757,457	\$11,634,890	\$11,416,421
April	\$12,451,523	\$11,329,396	\$11,437,245	\$10,664,072	\$10,729,024
May	\$12,549,820	\$11,545,228	\$10,920,368	\$10,391,200	\$10,959,569
June	\$14,007,462	\$11,060,437	\$12,737,541	\$11,215,522	\$11,234,813
July	\$11,430,541	\$11,087,698	\$10,597,519	\$10,990,543	\$10,353,264
August	\$12,136,666	\$10,398,516	\$11,232,695	\$10,475,380	\$10,048,101
September	\$11,117,291	\$11,319,260	\$11,152,365	\$11,042,059	\$10,553,712
October	\$11,511,902	\$11,680,908	\$10,487,057	\$10,678,878	\$10,056,405
November	\$11,536,729	\$12,033,605	\$10,921,437	\$11,171,460	\$10,212,370
December	<u>not yet received</u>	<u>\$14,681,749</u>	<u>\$13,801,671</u>	<u>\$14,243,187</u>	<u>\$12,927,571</u>
Total	\$131,542,418	\$138,181,165	\$136,992,297	\$131,563,851	\$129,807,849

Source: Jefferson Parish.

PROPERTY TAXES

Assessed Valuation of the Parish

The recent trend in the Parish wide assessed valuation of the Parish of Jefferson is as follows:

Year	Parish wide Taxable Assessed Valuation	Parish wide Homestead Exemptions	Parish wide Total Assessed Valuations
2013	\$3,389,466,488	\$746,756,350	\$4,136,222,838
2012	\$3,338,024,377	\$751,270,880	\$4,089,295,257
2011	\$3,247,560,992	\$757,359,030	\$4,004,406,104
2010	\$3,234,560,195	\$765,647,460	\$4,000,207,625
2009	\$3,247,863,293	\$766,827,201	\$4,014,690,494
2008	\$3,105,579,056	\$772,154,110	\$3,970,541,631

Source: Jefferson Parish Assessor's Office, January 2014.

Year	Real Estate	Personal Property	Public Service	Total
2013	\$2,518,798,406	\$705,590,392	\$165,077,690	\$3,389,466,488
2012	\$2,486,281,821	\$686,109,526	\$165,633,030	\$3,338,024,377
2011	\$2,407,292,973	\$677,200,809	\$163,067,210	\$3,247,563,003
2010	\$2,398,574,240	\$681,302,285	\$154,683,670	\$3,234,562,205
2009	\$2,378,695,340	\$710,837,873	\$158,330,080	\$3,247,865,302
2008	\$2,115,317,200	\$442,294,459	\$73,185,431	\$2,630,799,098

Source: Jefferson Parish Assessor's Office, January 2014.

A breakdown of the Parish wide assessed valuation of the Parish of Jefferson by classification of property is as follows:

Parish wide Millages Levied	2009	2010	2011	2012	2013
Coroner's Office	1.56	1.56	1.56	1.56	1.56
Court & Judicial/Comm. Park	0.82	0.82	0.82	.80	0.80
Health Unit	1.65	1.65	2.26	2.21	2.21
Library	6.50	6.50	6.50	6.36	6.36
Juvenile Detention	2.91	2.91	3.50	3.42	3.42
School Board	22.91	22.91	22.91	22.91	22.91
Sheriff	8.28	8.28	8.28	8.28	8.28
Special Services District	2.07	2.07	2.07	2.03	2.03
Transit	2.00	2.00	2.00	1.96	1.96
Transit-Elderly/Impaired	1.00	1.00	1.00	0.98	0.98

Source: Jefferson Parish Assessor's Office, January 2014.

Millage Rates

The recent trend in the ad valorem tax rates levied (in mills) within the boundaries of the Parish of Jefferson follows:

Additional Millages Levied	2009 MILLS	2010 MILLS	2011 MILLS	2012 MILLS	2013 MILLS
Ambulance District No. 2	10.15	10.15	10.15	9.74	9.74
Playground District No. 16	8.74	8.74	8.74	10.00	10.00
Consolidated Drainage Dist. No. 2	4.90	4.90	4.90	4.79	4.79
Consolidated Garbage District No. 1	2.83	2.83	2.83	4.00	4.00
Consolidated Rec & Plgd Dist. No. 2	8.26	8.26	8.26	8.08	8.08
Consolidated Sewerage	3.66	3.66	3.66	3.58	3.58
Consolidated Water District	3.62	3.62	3.62	3.54	3.54
E.B. Cons. Fire District	17.84	17.84	17.84	25.00	25.00
Fire District No. 3 (River Ridge)	13.77	13.77	13.77	20.00	20.00
Fire District No. 4 (Lafitte)	15.00	15.00	15.00	16.72	16.72
Fire District No. 5 (Terrytown)	16.58	16.58	16.58	16.32	16.32
Fire District No. 6 (Harvey)	16.85	25.00	25.00	23.92	23.92
Fire District No. 7	19.74	25.00	25.00	24.36	24.36
Fire District No. 8 (Marrero)	15.15	15.15	25.00	24.45	24.45
Fire District No. 9 (Grand Isle)	17.48	17.48	20.00	19.20	19.20
Grand Isle Levee District	4.85	4.85	4.85	4.66	4.66
Grand Isle Commission	5.00	5.00	5.00	4.81	4.81
Jefferson Levee District	4.01	4.01	4.01	3.91	3.91
J.P. Consolidated Road Lighting	2.89	2.89	2.89	2.33	2.33
Parish of Jefferson	1.38	1.38	1.38	1.35	1.35
Playground District No. 2, Sub No. 1	2.55	2.70	2.39	2.54	2.55
Road Lighting District No. 7	5.08	5.08	5.08	4.88	4.88
West Jeff Levee District	5.03	5.03	5.03	5.03	5.03

Source: Louisiana Tax Commission and Jefferson Parish Assessor's Office, January 2014.

Leading Taxpayers

The ten largest property taxpayers of the Parish of Jefferson and their assessed valuations for 2013 are as follows:

Taxpayer	Type of Business	2013 Assessed Valuation (\$000)	% of Total Assessed Valuation
Entergy Services, Inc.	Utility	\$40,446	1.21
BellSouth	Communications	\$27,900	.84
Causeway Associates	Retail	\$25,013	.75
Atmos Energy Corp	Utility	\$21,115	.63
Whitney National Bank	Banking	\$19,706	.59
J W Stone Oil Dist LLC	Industry	\$19,393	.58
Avondale Shipyards	Shipbuilding	\$16,037	.48
Metals USA	Industry	\$13,451	.40
Richards Clearview	Retail	\$10,604	.32
Lapeyre Properties, LLC	Real Estate	\$8,049	.24

Source: Jefferson Parish, January 2014.

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE GOVERNING AUTHORITY

**Jefferson Parish Audit
For Year Ended December 31, 2012:**

<http://www.jeffparish.net/modules/showdocument.aspx?documentid=5594>

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APPENDIX C
FORM OF BOND COUNSEL OPINION
SERIES 2014

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**THE BECKNELL LAW FIRM
A PROFESSIONAL LAW CORPORATION**

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TELEPHONE: (504) 833-7325
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SUITE 205
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[Closing Date]

**\$4,010,000
PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(SECOND PARISH COURT PROJECT) SERIES 2014**

Honorable Parish Council
Parish of Jefferson, State of Louisiana

Gentlemen:

We have acted as bond counsel to the Parish of Jefferson, State of Louisiana ("Issuer") in connection with the issuance of the Issuer's \$4,010,000 Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The Bonds are being issued by the Issuer, acting through its governing authority, the Jefferson Parish Council (the "Council"), pursuant to (i) the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Refunding Act"); (ii) Ordinance No. 24529 of the Council adopted on July 24, 2013 (the "Ordinance"); and (iii) a Trust Indenture by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), dated as of March 1, 2014 (the "Indenture"). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

The Bonds have been issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. The Bonds are dated, bear interest at the rate and mature on the date and in the amount as set forth in the Indenture.

The Bonds are subject to redemption prior to their stated maturities as set forth in the Indenture.

In rendering opinions set forth herein, we have examined and relied on originals or copies of the following: the Ordinance, the Cooperative Endeavor Agreement (the "Agreement") by and between the Issuer and the Second Parish Court (the "Judiciary"), the Indenture. We have examined the provisions of the Louisiana Constitution of 1974 (the "Constitution") and the statutes of the State of Louisiana, including the Refunding Act, a certified transcript of the proceedings of the Issuer relating to the issuance of the Bonds, and such other documents, proof and matters of law as we have deemed necessary or appropriate to render this opinion.

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

1. The Ordinance has been duly adopted by the Issuer, and constitutes a valid binding obligation of the Issuer enforceable against the Issuer.

2. The Bonds have been duly and validly authorized and issued under the Refunding Act and the Indenture and constitute legal, valid and binding special and limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms.

3. The Agreement, and the execution and performance of the same, to the extent executed by the Issuer, has been duly authorized or approved by all necessary corporate action by or on behalf of the Issuer, has been duly executed and delivered by, for and on behalf of the Issuer, and constitutes a valid and binding agreement of the Issuer, enforceable in accordance with its terms.

4. The Indenture has been duly and lawfully adopted by the Council, is in full force and effect and constitutes a legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms. The Indenture creates and authorizes a valid lien on the Revenues and other funds pledged by the Indenture for the security of the Bonds on a parity with other bonds (if any) issued or to be issued under the Ordinance.

5. Interest on the Bonds is excluded from gross income of the owners thereof for federal income tax purposes. Pursuant to the Refunding Act, the Bonds and the income therefrom are exempt from all taxation by the state or any political subdivision thereof.

6. The Bonds are not "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), and interest is not an item of tax preference for purposes of the federal alternative minimum tax on individuals and corporations, except that interest on the Bonds is includable in a corporate taxpayer's "adjusted current earnings" for purposes of computing its alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the Issuer complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable

from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

In rendering the opinion expressed in 5 above, we have relied on representations of the Issuer with respect to matters and questions of fact material to this opinion without undertaking to verify the same by independent investigation, and have assumed continuing compliance with covenants in the Indenture pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. In the event that such representations are determined to be inaccurate or incomplete or the Issuer fails to comply with the foregoing covenants in the Indenture, interest on the Bonds could become includable in gross income from the date of original delivery, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, we express no opinion as to any federal tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Bonds.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion is specifically limited to the laws of the State of Louisiana and of the United States of America.

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

Respectfully submitted,

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APPENDIX D
TRUST INDENTURE

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TRUST INDENTURE

BETWEEN

PARISH OF JEFFERSON, STATE OF LOUISIANA

AND

The Bank of New York Mellon Trust Company, N.A.,
as Trustee

Dated as of March 1, 2014

SECURING

\$4,010,000

Public Improvement Revenue Refunding Bonds
(Second Parish Court Project) Series 2014
of the Parish of Jefferson, State of Louisiana

TRUST INDENTURE

This **TRUST INDENTURE** dated as of March 1, 2014 (together with any amendments and supplements hereto or modifications hereof, (the "Indenture") made and entered into by and between the Parish of Jefferson, State of Louisiana (the "Issuer"), a body corporate and political subdivision authorized by law to perform governmental functions, created and existing pursuant to the Jefferson Parish Charter and laws of the State of Louisiana (the "State") and The Bank of New York Mellon Trust Company, N.A., a national banking association chartered, duly organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH :

WHEREAS, under the authority of La. R.S. 13:2562.24, there is imposed in the Second Parish Court a service charge of seven dollars per filing and a service charge of seven dollars in each proceeding where a fine is imposed or court costs are ordered to be paid; and

WHEREAS, under the authority of La. R.S. 13:2562.22 there is also taxed as a cost in the Second Parish Court a sum, not to exceed fifteen dollars, in all criminal cases against every defendant who is convicted after trial or after plea of guilty or who forfeits his bond; and

WHEREAS, pursuant to Ordinance No. 21788 adopted February 26, 2003, as amended and supplemented by Ordinance No. 21815 adopted March 19, 2003 (collectively, the "Series

2003 Ordinance”), this Jefferson Parish Council, acting as the governing authority of the Parish of Jefferson, State of Louisiana, issued its Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003 (the “Series 2003 Bonds”) secured by the revenues generated by the Second Parish Court under the provisions of LA. R.S. 13:2562.22 and 13:2562.24 (the “Second Parish Court Revenues”) to provide funds for the acquisition, construction and equipping of the Second Parish Court building; and

WHEREAS, this Jefferson Parish Council, acting as the governing authority of Issuer, adopted Ordinance No 24529 on July 24, 2013, which authorized the incurring of debt and the issuance of not exceeding that it is economically beneficial and in the public’s best interest to issue \$4,010,000 Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (the “ Series 2014 Bonds”) for the purpose of providing funds to (a) refinance all of its outstanding Series 2003 Bonds; and (b) to pay all legally incurred costs and expenses in connection with the issuance of said bonds; said Series 2014 Bonds to be payable solely from and secured solely by an irrevocable pledge and dedication of the proceeds or avails of the Pledged Revenues, and, to the extent such Second Parish Court Revenues are insufficient, any legally available funds of the Issuer; and

WHEREAS, pursuant to the provisions of La. R.S. 39:1444-1456, Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the “Refunding Act”), and other constitutional and statutory authority supplemental thereto, the Issuer may issue refunding bonds or other evidences of indebtedness secured by and payable solely from the Second Parish Court Revenues for the purpose of refunding, restructuring or refinancing the whole or any part of its outstanding bonds; and

WHEREAS, the Series 2003 Bonds represent the only bonded debt of the Issuer outstanding and secured by the Second Parish Court Revenues; and

WHEREAS, a portion of the proceeds of the Series 2014 Bonds will be deposited in the Refunding Fund and will defease all outstanding Series 2003 Bonds; and

WHEREAS, it is the intention of the Issuer that the Series 2014 Bonds authorized herein be secured by and payable solely from the Second Parish Court Revenues (as hereinafter defined) on a pari passu, parity basis with any other Additional Bonds to be issued on a parity basis in accordance with this Indenture; and

WHEREAS, this Indenture comprises an integral part of Ordinance No. 24529, adopted on July 24, 2013; and

WHEREAS, all things necessary to create a valid assignment and pledge of the Second Parish Court Revenues (hereinafter defined) to the payment of the principal of, and premium, if any, and interest on, the Series 2014 Bonds and a valid assignment and pledge of the Trust Estate (hereinafter defined), and all things necessary to make the Series 2014 Bonds, when authenticated and delivered by the Trustee in accordance with this Indenture, the valid and binding limited obligations of the Issuer, have been done and performed in accordance with all requirements of applicable law, and the execution and delivery of this Indenture and the execution, issuance and delivery of the Series 2014 Bonds, subject to the terms hereof, have been authorized in all necessary respects.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

In consideration of the premises, of the acceptance by the Trustee of the trust created hereby, and of the purchase and acceptance of the Series 2014 Bonds by the owners thereof from time to time, and to secure the payment of the Series 2014 Bonds, from time to time outstanding hereunder and the premium, if any, and interest with respect thereto according to their tenor, purport and effect, and the performance and observance by the Issuer of all of its covenants, agreements and conditions contained herein, the Issuer by these presents does grant,

bargain, sell, release, convey, assign, transfer and pledge unto the Trustee, and its successors and assigns forever, all of the following property, whether now owned or hereafter acquired;

GRANTING CLAUSE FIRST

All right, title and interest of the Issuer, in and to the Second Parish Court Revenues (other than the rights of the Issuer to perform certain discretionary acts as provided in the Indenture), without limitation, the present and continuing right to make claim for, demand, collect, receive and receipt for all Second Parish Court Revenues as more fully set forth in the Cooperative Endeavor Agreement;

GRANTING CLAUSE SECOND

Except as set forth herein, all right, title and interest of the Issuer in and to all moneys and securities from time to time held by the Trustee in the Funds or Accounts established pursuant to this Indenture and all earnings from the investment thereof, but not including moneys, securities or investments in or relating to Costs of Issuance Fund or the Rebate Fund;

TO HAVE AND TO HOLD all of the above and any and all proceeds thereof unto the Trustee and its successors and assigns forever for the equal and ratable benefit of the owners from time to time of all the Series 2014 Bonds, without any priority (as to lien or otherwise) of any one Series 2014 Bond over any other Series 2014 Bond, except as herein provided, upon the trusts and subject to the covenants and conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal of the Series 2014 Bonds and the interest and premium, if any, due or to become due thereon, at the time and in the manner mentioned in the Series 2014 Bonds, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all of the covenants, agreements and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and any Paying Agent all sums of money due or to become due to them in accordance with the terms and provisions hereof, then, upon such final payments and performance, this Indenture and the rights hereby granted shall cease, terminate and be void, otherwise this Indenture is, and is to remain, in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2014 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and the Trust Estate is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective holders and owners from time to time of the Bonds or any part thereof, as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Definitions . Unless the context shall clearly indicate some other meaning, all words and terms used in this Indenture are as defined in the hereinafter defined Series 2014 Ordinance. In addition, unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Series 2014 Ordinance and of this Indenture or of any ordinance or other instrument amendatory thereof or supplemental thereto have the following meanings:

"Additional Bonds" shall mean one or more series of Bonds issued by the Issuer pursuant to this Indenture and the Additional Bond Ordinances.

"Authorized Officer" shall mean the Chairman of the Council, or in his absence the Vice Chairman, and the Clerk of the Council or in her absence, the Assistant Clerk of the Council, the Director of Finance or any person succeeding to the powers and duties of such officers, and when used with reference to any act or certificate or other document, also means any person duly authorized to perform such act or sign such document.

"Bond" or "Bonds" shall mean the Series 2014 Bonds and any Additional Bonds permitted to be issued pursuant to the Series 2014 Ordinance or this Indenture.

"Bond Counsel" or "Co-Bond Counsel" shall mean an attorney or firm of attorneys experienced in matters relating to obligations issued by states and their political subdivisions.

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

"Bondowner" or "Owner", or words of similar import, shall mean when used with reference to the Series 2014 Bonds, any person who shall be the registered owner of such Series 2014 Bond.

"Bond Purchase Agreement" shall mean shall mean the agreement whereby the Issuer agrees to sell to the Underwriters and the Underwriters agree to buy all of the Series 2014 Bonds.

"Bond Register" or "Register" shall mean the register maintained by the Paying Agent/Registrar for the Series 2014 Bonds designated herein.

"Bond Year" shall mean any twelve-month period beginning on March 1 of any year and continuing through February 28 or 29, as the case may be, of the next succeeding year; provided, however, the initial Bond Year shall commence on the Closing Date and end on March 1, 2014.

"Building Fund Revenues" shall mean the revenues collected by the Second Parish Court pursuant to the provisions of LA. R.S. 13:2562.24.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, or New Orleans, Louisiana, are authorized or required not to be open for the transaction of regular banking business or (iv) a day on which the New York Stock Exchange is closed.

"Closing Date" shall mean the date upon which there is an exchange of the Series 2014 Bonds for the proceeds representing the purchase of the Series 2014 Bonds by the Underwriters.

"Code" shall mean the Internal Revenue Code of 1986, as amended. Each reference herein to a section of the Code shall be deemed to include the United States Treasury Regulations proposed or in effect with respect to such Code section and applicable to the Series 2014 Bonds or the use of the proceeds thereof, whether or not such regulations are explicitly mentioned.

"Continuing Disclosure Agreement" shall mean the agreement authorized to be executed pursuant to Section 11.3 of this Indenture, substantially in the form attached hereto as Exhibit C.

"Cooperative Endeavor Agreement" shall mean the Cooperative Endeavor Agreement dated as of March 1, 2003 by and between the Issuer and the Second Parish Court, as amended by the Amendment to Cooperative Endeavor Agreement dated as of March 1, 2014 by and between the Issuer and the Second Parish District Court.

"Costs of Issuance" shall mean all items of expenses, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Series 2014 Bonds, including but not limited to, election costs, publication costs, 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, settlement fees or termination fees, and all costs and fees due and payable by Issuer, relating to the termination of any hedge agreement, fees and costs of preparing official statements, fees and charges for preparation, execution, transportation and safekeeping of Series 2014 Bonds, and any other cost, charge or fee in connection with the original sale and issuance of the Series 2014 Bonds.

"Council" or "Parish Council" shall mean the Jefferson Parish Council, the governing authority of the Issuer.

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

"Debt Service Fund" shall mean the Debt Service Fund established and created pursuant to Article V hereof.

"Depository" shall mean any bank or trust company selected by the Issuer as a depository of moneys to be held under the provisions of this Indenture.

"District Courts" means the district courts comprising the 24th Judicial District of the Parish of Jefferson.

"Fiscal Agent" shall mean the regularly designated fiscal agent bank or banks of the Issuer.

"Fiscal Year" means any period of twelve consecutive months adopted by the Issuer as its fiscal year for financial reporting purposes, presently the period beginning on January 1 and ending on December 31 of each year.

"Funds and Accounts" shall mean the funds and the accounts herein maintained, established or created, as the case may be, under this Indenture with respect to the Series 2014 Bonds or any Additional Bonds.

"Governing Authority" shall mean the Council.

"Government Obligations" shall mean:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),
- (2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

U.S. treasury obligations

All direct or fully guaranteed obligations
Farmers Home Administration
General Services Administration
Guaranteed Title XI financing
Government National Mortgage Association (GNMA)
State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

"Judicial Expense Fund Revenues" means the revenues collected by the Second Parish Court pursuant to LA. R.S. 13: 2562.22.

"Interest Payment Date" shall mean March 1 and September 1 of each year, commencing on September 1, 2014.

"*Investment Securities*" means the following securities:

To the extent permitted by State law, the following obligations may be used as permitted investments for all purposes, including defeasance investments in refunding escrow accounts:

(a) Cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the next paragraph).

(b) Direct obligations of (including obligations issued or held in book entry form on the books of the Department of Treasury) the United States of America. In the event these securities are used for defeasance, they shall be non-callable and non-prepayable.

(c) Obligations of the following federal agencies so long as such obligations are backed by the full faith and credit of the United States of America (in the event these securities are used for defeasance, they shall be non-callable and nonprepayable):

- (i) U.S. Export-Import Bank (Eximbank);
- (ii) Rural Economic Community Development Administration;
- (iii) Federal Financing Bank;
- (iv) U.S. Maritime Administration;
- (v) U.S. Department of Housing and Urban Development (PHAs);
- (vi) General Services Administration;
- (vii) Small Business Administration;
- (viii) Government National Mortgage Association (GNMA);
- (ix) Federal Housing Administration; and
- (x) Farm Credit System Financial Assistance Corporation.

To the extent permitted by law, the following obligations may be used as permitted investments for all purposes other than defeasance investments in refunding escrow accounts:

(a) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- (i) Senior debt obligations rated in the highest long-term rating category by at least two nationally recognized rating agencies issued by Fannie Mae (FNMA) or Freddie Mac (FHLMC).
- (ii) Senior debt obligations of the Federal Home Loan Bank System.
- (iii) Senior debt obligations of other Government Sponsored Agencies.

(b) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which either (i) have a rating on their short-term certificates of

deposit on the date of purchase in the highest short-term rating category of at least two nationally recognized rating agencies, (ii) are insured at all times by the Federal Deposit Insurance Corporation, or (iii) are collateralized with direct obligations of the United States of America at one hundred two percent (102%) valued daily. All such certificates must mature no more than three hundred sixty (360) days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank).

(c) Commercial paper which is rated at the time of purchase in the highest short-term rating category of at least two (2) nationally recognized rating agencies and which matures not more than two hundred seventy (270) days after the date of purchase.

(d) Investments in (i) money market funds subject to SEC Rule 2a-7 and rated in the highest short-term rating category of at least two nationally recognized rating agencies and (ii) public sector investment pools operated pursuant to SEC Rule 2a-7 in which the Issuer's deposit shall not exceed 5% of the aggregate pool balance at any time and such pool is rated in one of the two highest short-term rating categories of at least two nationally recognized rating agencies.

(e) Pre-refunded municipal obligations defined as follows: (i) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and, a. which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest long-term rating category of at least two (2) nationally recognized rating agencies; or (ii) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(f) Bonds, debentures, notes, or other evidence of indebtedness issued by the state of Louisiana or any of its political subdivisions; however:

(i) No political subdivision may purchase its own indebtedness.

(ii) The indebtedness shall have a minimum investment grade rating of Baa3 or higher by Moody's, a rating of BBB- or higher by the S&P or a rating of BBB- or higher by Fitch, Inc. and have a final maturity of no more than three years, except that such three year limitation shall not apply to (A) funds held by a trustee, escrow agent, paying agent, or other third party custodian in connection with a bond issue or (B) investment of funds held by either a hospital service district, a governmental 501(c)(3), or a public trust authority.

(g) Bonds, debentures, notes, or other indebtedness issued by a state of the United States of America other than Louisiana or any such state's political subdivisions provided that all of the following conditions are met:

(i) The indebtedness has a minimum rating of A3 or higher by Moody's or a rating of A- or higher by S&P a rating of A- or higher by Fitch, Inc.

(ii) The indebtedness has a final maturity of no more than three years, except that such three-year limitation shall not apply to funds held by a trustee, escrow agent, paying agent, or other third-party custodian in connection with a bond issue

nor to investment of funds held by either a hospital service district, a governmental 501(c)(3) organization, or a public trust authority;

(iii) Prior to purchase of any such indebtedness and at all times during which such indebtedness is owned, the purchasing Louisiana political subdivision retains the services of an investment advisor registered with the United States Securities and Exchange Commission.

(h) Investment agreements supported by appropriate opinions of counsel.

(i) Other forms of investments (including repurchase agreements) supported by appropriate opinions of counsel.

The value of the above investments, other than cash, shall be determined as follows:

"Value", which shall be determined as of the end of each month, means that the value of any investments shall be calculated as follows:

(a) As to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) As to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) As to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interest; and

(d) As to any investment not specified above, the value thereof established by prior agreement among the Issuer and the Trustee.

"Issuer" shall mean the Parish of Jefferson, State of Louisiana and any instrumentality hereafter succeeding to its powers, duties or functions with respect to this Indenture or the Bonds.

"Judiciary" means the judges of the Second Parish Court for the Parish of Jefferson, acting en banc.

"Letter of Instructions" means the Letter of Instructions dated the Closing Date relating to the disposition of proceeds of the Series 2014 Bonds.

"Maturity", when used with respect to any Bond, shall mean the date specified herein and in such Bond as the date on which principal of such Bond is due and payable. If Serial Maturities are assigned to one or more Bonds, the term "Maturity" shall refer to the Serial Maturity of a Bond.

"Municipal Obligations" shall mean pre-refunded municipal obligations defined as follows:

Any funds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state:

(i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice,

(ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of Governmental Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions as appropriate,

(iii) which fund is sufficient, as verified by an independent certified public accountant at the time such fund is established, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described herein on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subparagraph (i), as appropriate and

(iv) which are rated "AAA" by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and Fitch, and "Aaa" by Moody's Investors Service, Inc.

"Net Proceeds" when used with reference to the Series 2014 Bonds, shall mean the face amount of the Series 2014 Bonds, plus accrued interest and premium, if any, and less any proceeds deposited into the Debt Service Fund and the Costs of Issuance Account.

"Notice Parties" shall mean the persons defined or otherwise designated as such herein.

"Outstanding" when used with reference to the Series 2014 Bonds, shall mean, as of any date, all Series 2014 Bonds, theretofore or thereupon being issued under this Indenture except:

a. any bond for the payment of which there shall be set aside and held in trust hereunder either:

(i) moneys in an amount sufficient to pay when due the principal, together with all accrued interest,

(ii) Municipal Obligations and Government Obligations or obligations secured by such Municipal Obligations and Government Obligations in such principal amounts, of such maturities bearing such interest and otherwise having such terms and qualifications, as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal, together with all accrued interest; and

b. any bond in lieu of or in substitution for which other Series 2014 Bonds have been issued.

"Parish" shall mean the Parish of Jefferson, State of Louisiana.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., and its successors and assigns acting in the capacity of paying agent/registrar under the terms of this Indenture.

"Person" shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Principal Payment Date" shall mean each March 1.

"Refunded Bonds" shall mean the outstanding Series 2003 Bonds.

"Refunding Act" shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"Regular Record Date" shall mean the close of business on March 15 or September 15, whether or not such March 15 or September 15 in as Business Day.

"Revenue Fund" shall mean the Revenue Fund established and created pursuant to Article V hereof.

"Second Parish Court Revenues means collectively the Building Fund Revenues and the Judicial Expense Fund Revenues.

"Series 2003 Bonds" shall mean the Parish of Jefferson, State of Louisiana, Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003.

"Series 2003 Ordinance" shall mean Ordinance No. 21788 adopted February 26, 2003, as amended and supplemented by Ordinance No. 21815 adopted March 19, 2003, each adopted by the Parish Council.

"Series 2014 Bonds" shall mean the bonds secured by the Series 2014 Ordinance and this Series 2014 Indenture, hereby redesignated as Series 2014 Bonds instead of "Series 2013 Bonds" in Ordinance No. 24529 due to the delivery date of the Series 2014 Bonds.

"Series 2014 Indenture" shall mean the Trust Indenture, dated as of March 1, 2014, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee.

"Series 2014 Ordinance" shall mean Ordinance No 24529 adopted by the Parish Council on July 24, 2013.

"Special Record Date" for the payment of Defaulted Interest (as defined in Section 3.5) means the date fixed pursuant to Section 3.1.

"State" shall mean the State of Louisiana.

"Supplemental Indenture" shall mean any indenture supplemental to or amendatory of this Indenture and executed under the Issuer of an ordinance adopted by the Issuer.

"Trustee" shall mean The Bank of New York Mellon Trust Company, N.A., and its successors and assigns acting in the capacity of trustee under this Indenture with respect to the Series 2014 Bonds and any successor Trustee.

"Underwriters" shall mean Sisung Securities Corporation and Stephens, Inc., the original purchasers of the Series 2014 Bonds.

SECTION 1.2 Interpretation For purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires,

(a) Successors. Reference to specific Persons, positions, or officers shall include those who or that succeed to or perform their respective functions, duties, or responsibilities referred to in the Bond proceedings.

(b) Laws. References to the Refunding Act, the Code, or to the laws or Constitution of the State, or rules or regulations thereunder, or to a section, division, paragraph, or other provision thereof, shall include those laws and rules and regulations, and that section, division, paragraph, or other provision thereof, as from time to time amended, modified, supplemented, revised, or superseded; provided that no such amendment, modification, supplementation, revision, or supersession shall be applied to alter the obligation to pay the principal of and premium, if any, and interest on the Bonds in the amount and manner, at the times, and from the sources provided in this Indenture, except as otherwise herein permitted.

(c) Singular/Plural; Gender. Unless the context otherwise indicates, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. All references to the masculine, neuter, or feminine genders shall be deemed and construed to include the correlative words of the masculine, neuter, or feminine genders, as applicable.

(d) References to Indenture. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms refer to this Indenture as a whole and not to any particular article, section, or subdivision hereof; and the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture.

(e) Section and Article References. References in this Indenture to Section or Article numbers, without added references to other documents, are to the indicated Sections or Articles in this Indenture.

(f) Date of Documents. The dating of certain documents as of March 1, 2014 is intended as and for the convenient identification of such document and is not intended to indicate that such documents were executed and delivered on such date, such documents being executed on the dates of the respective acknowledgments thereto attached.

SECTION 1.3 Exhibits. The following will be incorporated herein and will be in a form not to conflict with the provisions of this Indenture:

<u>Exhibit A</u>	Form of Series 2014 Bond
<u>Exhibit B</u>	Bond Purchase Agreement
<u>Exhibit C</u>	Form of Continuing Disclosure Agreement

ARTICLE II

AUTHORIZATION AND ISSUANCE OF THE SERIES 2014 BONDS

SECTION 2.1 Authorization of the Series 2014 Bonds. Pursuant to the authority of the Act, the Refunding Act and other constitutional and authority supplemental thereto, the Series 2014 Ordinance there is hereby authorized the incurring of indebtedness and the issuance of Four Million Five Hundred Fifty Thousand Dollars (\$4,010,000 Parish of Jefferson, State of Louisiana Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (the “Series 2014 Bonds”), to provide funds to (a) current refund the Issuer’s outstanding Series 2003 Bonds and (b) pay all legally incurred costs and expenses in connection with the issuance of said bonds; said bonds to be payable from and secured by an irrevocable pledge and dedication of the proceeds or avails of the Second Parish Court Revenues. The Series 2014 Bonds shall be special and limited obligations of the Issuer payable solely from and secured by an irrevocable

pledge and dedication of the Second Parish Court Revenues and, to the extent such Second Parish Court Revenues are insufficient, any legally available funds of the Issuer.

The Series 2014 Bonds shall be in substantially the form set forth in Exhibit A hereto with such necessary appropriate variations, omissions and insertions as are required or permitted by the Act, the Refunding Act and the Indenture.

SECTION 2.2 Date and Maturities of the Series 2014 Bonds.

(a) The Series 2014 Bonds shall be fully registered bonds in definitive form, without coupons and shall be issued substantially in the form of Exhibit A hereto, with such variations as may be permitted or required by the Act or this Indenture.

The Series 2014 Bonds shall be dated the Closing Date, shall bear interest from the date thereof or from the most recent date interest has been paid, payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2014, and shall be in the aggregate principal amount of \$4,010,000 Interest shall be calculated on the basis of a three hundred sixty (360) day year, consisting of twelve thirty (30) day months. The Series 2014 Bonds shall be in the denomination of \$5,000 or integral multiples of thereof and shall be numbered from R-1 upward.

(b) The Series 2014 Bonds shall mature on March 1 of each of the years, and shall mature in the respective principal amounts and bear interest, at the respective rates per annum, all as set forth in the following table:

Serial Bonds

March 1	Principal Amount	Interest Rate	March 1	Principal Amount	Interest Rate
2015	\$165,000	2.000%	2020	\$180,000	3.000%
2016	\$165,000	2.000%	2021	\$180,000	3.000%
2017	\$165,000	2.000%	2022	\$190,000	3.500%
2018	\$170,000	2.000%	2023	\$200,000	4.000%
2019	\$170,000	3.000%	2024	\$200,000	4.000%

Term Bonds

March 1	Principal Amount	Interest Rate
2029	\$1,140,000	3.625%
2033	\$1,085,000	4.000%

SECTION 2.3 Indenture to Constitute Contract. In consideration of the purchase and acceptance of the Series 2014 Bonds by those who shall hold the same from time to time, and this Indenture shall be a part of the contract of the Issuer with the Owners of the Series 2014 Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2014 Bonds. The pledge hereof and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of such Series 2014 Bonds, each of which, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority, or distinction over any other thereof except as expressly provided in this Indenture.

In addition, the pledge hereof and the provisions, covenants and agreements herein set forth and in the Indenture to be performed by or on behalf of the Issuer shall also be for the benefit, protection and security of the Trustee with respect to any amounts due under the Indenture due to them.

SECTION 2.4 Obligation of the Series 2014 Bonds. The Series 2014 Bonds shall be special and limited obligations of the Issuer. The Series 2014 Bonds shall be secured by and payable solely from an irrevocable pledge and dedication of the Second Parish Court Revenues and, to the extent such Second Parish Court Revenues are insufficient, any legally available funds of the Issuer. The Series 2014 Bonds shall not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. Neither the State nor any political subdivision thereof, other than the Issuer, shall be obligated to pay the Series 2014 Bonds or the interest thereon and the Series 2014 Bonds shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, other than the Issuer.

SECTION 2.5 Redemption of Series 2014 Bonds.

(a) Optional Redemption. The Series 2014 Bonds maturing March 1, 2029 and thereafter are subject to redemption prior to maturity at the option of the Issuer on any date on or after March 1, 2024, in whole or in part, by lot, at the following redemption prices (expressed as percentages of principal amount) plus accrued interest to the date fixed for redemption:

(b) Mandatory Sinking Fund Redemption. (i) The Series 2014 Bonds maturing March 1, 2029 are subject to mandatory sinking fund redemption and will be redeemed prior to their maturity in part by payment of mandatory sinking fund installments, in denominations of \$5,000 or any integral multiple thereof, on each of the dates set forth below and in the respective principal amounts, without premium, set forth opposite each such date as follows:

MARCH 1	PRINCIPAL	MARCH 1	PRINCIPAL
2025	\$210,000	2028	\$240,000
2026	\$220,000	2029*	\$245,000
2027	\$225,000		

*Maturity Date

MARCH 1	PRINCIPAL	MARCH 1	PRINCIPAL
2030	\$255,000	2032	\$280,000
2031	\$265,000	2033*	\$285,000

c) Notice of Redemption. Whenever Series 2014 Bonds are to be redeemed under any provision of this Trust Indenture, the Trustee shall, not less than 15 days prior to the redemption date mail notice of redemption to all Owners of all Series 2014 Bonds to be redeemed at their registered addresses. The Trustee shall also mail a copy of any such notice of redemption to the Rating Agency in the event that any Series 2014 Bonds are redeemed in whole prior to stated Maturity.

Any such notice of redemption shall be given in the name of the Issuer, shall identify the Series 2014 Bonds to be redeemed, shall specify the redemption date and the redemption price, and shall state that on the redemption date the Series 2014 Bonds called for redemption will be payable at the designated corporate trust office of the Bond Registrar and Paying Agent and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Series 2014 Bonds or as contained in any notice of redemption and that reliance may be place only on the identification numbers containing the prefix established under the Indenture. Failure to mail any notice of redemption or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond with respect to which notice is properly given.

Notice of any redemption pursuant to Section 2.5(a) shall state that it is conditional, in that it is subject to the availability of the principal of, premium, if any, and interest due on or before the redemption date with the Trustee not later than the redemption date, and such notice shall be of no effect unless such money is so deposited. If sufficient money to pay the redemption price is not on deposit with the Trustee on the applicable redemption date, the Series 2014 Bonds conditionally called for redemption shall not be redeemed. All other notices of redemption shall state that such redemptions are mandatory.

ARTICLE III GENERAL TERMS AND PROVISIONS OF THE SERIES 2014 BONDS

SECTION 3.1 Interest Payments.

The interest on the Series 2014 Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee to the Registered Owner thereof on the Business Day next preceding an Interest Payment Date, at the address(es) as they appear on the Bond Registers maintained by the Trustee at the close of business on the Regular Record Date irrespective of any transfer or exchange of the Series 2014 Bonds subsequent to such Regular Record Date and prior to such Interest Payment Date, unless the Issuer shall default in payment of interest due on such Interest Payment Date, provided that owners of \$1,000,000 or more in aggregate principal amount of Series 2014 Bonds may request payment by wire transfer if such owners have requested such payment in writing to the Trustee, which request shall be made no later than the Regular Record Date and shall include all relevant bank account information and shall otherwise be acceptable to the Trustee. Such notice shall be irrevocable until a new notice is delivered not later than a Regular Record Date. In the event of any such default, such defaulted interest shall be payable on a payment date established by the Trustee to the persons in whose names the Series 2014 Bonds are registered at the close of business on a Special Record Date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered owners of the

Series 2014 Bonds not less than 15 days preceding such Special Record Date. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

SECTION 3.2 Endorsements. The Series 2014 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom or otherwise as may be determined by the Governing Authority prior to delivery thereof.

SECTION 3.3 Form of Series 2014 Bonds The Series 2014 Bonds shall be issued in fully registered form. The Council Chairman and the Clerk of the Parish Council are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out the terms and provisions of this Indenture, to cause the necessary Series 2014 Bonds to be printed or lithographed in substantially the forms set out in Exhibit A attached hereto, and are further empowered to execute, sign and seal the Series 2014 Bonds all in accordance with law.

SECTION 3.4 Exchange of Series 2014 Bonds; Persons Treated as Owners. The Issuer shall cause a register (the "Bond Register") for the registration and for the registration of transfer of each series of Series 2014 Bonds as provided in this Indenture to be kept by the Paying Agent/Registrar at its principal office, and such Paying Agent/Registrar is hereby constituted and appointed the Registrar for the Series 2014 Bonds. At reasonable times and under reasonable regulations established by the Paying Agent/Registrar, said list may be inspected and copied by the Issuer, or by the owners (or designated representatives thereof) of 15% or more of the series of Series 2014 Bonds Outstanding.

Upon surrender for registration of transfer of any Series 2014 Bond at such office, the Paying Agent/Registrar shall register and deliver in the name of the transferee or transferees one or more new fully registered Series 2014 Bonds of authorized denominations of the same series, maturity, interest rate and like aggregate principal amount. At the option of the Bondowner, Series 2014 Bonds may be exchanged for other Series 2014 Bonds of denominations of the same series, maturity, interest rate and like aggregate principal amount upon surrender at such office. Whenever any Series 2014 Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver in exchange therefor the applicable series of Series 2014 Bonds which the Bondowner making the exchange shall be entitled to receive.

All Series 2014 Bonds presented for registration of transfer or exchange shall (if so required by the Issuer or the Paying Agent/Registrar), be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Issuer and the Paying Agent/Registrar, duly executed by the registered Owner or by such Owner's duly authorized attorney.

No service charge will be made by a Paying Agent/Registrar for any exchange or registration of Series 2014 Bonds. The Paying Agent/Registrar may require payment by the person requesting an exchange or registration of transfer of Series 2014 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/Registrar shall not be required:

- (a) to issue, register the transfer of or exchange any Series 2014 Bonds during a period beginning on the Regular Record Date preceding an Interest Payment and ending at the close of business on the Interest Payment Date; or
- (b) to register the transfer of or exchange of any Series 2014 Bonds.

All Series 2014 Bonds delivered upon any registration of transfer or exchange of Series 2014 Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Indenture as the Series 2014 Bonds surrendered.

Prior to due presentment for registration of transfer or exchange of any Series 2014 Bonds the Issuer and the Paying Agent/Registrar, and any agent of the Issuer or the Paying Agent/Registrar may treat the person in whose name any Series 2014 Bonds is registered as the absolute Owner thereof for all purposes, whether or not such Series 2014 Bonds shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.5 Payment of Interest; Interest Rights Preserved Interest on any Series 2014 Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Series 2014 Bonds (or one or more predecessor Series 2014 Bonds) is registered on the Regular Record Date for such Interest Payment Date. Such interest shall be payable by check mailed by the Paying Agent on the applicable Interest Payment Date.

Any interest on any Series 2014 Bonds which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Owner on the relevant Regular Record Date by virtue of having been such owner on such date; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names the Series 2014 Bonds (or their respective predecessor Series 2014 Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest (a "Special Record Date"), which shall be fixed in the following manner: the Issuer shall notify the Paying Agent/Registrar in writing of the amount of Defaulted Interest proposed to be paid on each Series 2014 Bond and the date of the proposed payment, and at the same time the Issuer shall deposit with the Paying Agent/Registrar an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent/Registrar for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest. Thereupon the Paying Agent/Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which shall not be more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent/Registrar of the notice of the proposed payment. The Paying Agent/Registrar shall promptly notify the Issuer of such Special Record Date and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class, postage prepaid, to each Bondowner at his address as it appears in the Bond Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Series 2014 Bonds (or their respective predecessor Series 2014 Bonds) are registered on such Special Record Date.

Subject to the foregoing provisions of this Section, each Series 2014 Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Series 2014 Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2014 Bonds.

SECTION 3.6 Series 2014 Bonds Mutilated, Improperly Canceled, Destroyed, Stolen or Lost . In case any Series 2014 Bonds shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Issuer may in its discretion authorize the issuance and delivery of a new Series 2014 Bonds in exchange for and substitution for such mutilated or improperly canceled Series 2014 Bonds, or in lieu of and substitution for the Series 2014 Bonds destroyed, stolen or

lost, upon the Owner furnishing the Issuer and the Paying Agent/Registrar proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent/Registrar, upon his giving to the Paying Agent/Registrar an indemnity bond in such amount as the Issuer and the Paying Agent/Registrar may require, upon his compliance with such other reasonable regulations and conditions as the Issuer may prescribe and upon his paying such expenses as the Issuer and the Paying Agent/Registrar may incur. All Series 2014 Bonds so surrendered shall be canceled by the Paying Agent/Registrar and held for the account of the Issuer in accordance with the Paying Agent/Registrar's document retention policies. If any Series 2014 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2014 Bond, the Issuer may cause to be paid the same upon being indemnified as aforesaid, and if such Series 2014 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2014 Bond issued pursuant to this Section shall constitute original, additional, contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2014 Bond be at any time found by anyone. Such duplicate Series 2014 Bond shall be in all respects identical with those replaced except that they shall bear on their face the following additional paragraph:

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

Such duplicate Series 2014 Bonds shall be signed by the same officers who signed the original Series 2014 Bonds, provided, however, that in the event the officers who executed the original Series 2014 Bonds are no longer in office, then the new Series 2014 Bonds shall be signed by the officers then in office. Such duplicate Series 2014 Bonds shall be entitled to equal and proportionate benefits and rights as to lien and security for payment from the Second Parish Court Revenues as provided herein with respect to all other Series 2014 Bonds hereunder, the obligations of the Issuer upon the new Series 2014 Bonds being identical to its obligations upon the original Series 2014 Bonds and the rights of the Owner of the new Series 2014 Bonds the same as those conferred by the original Series 2014 Bonds.

SECTION 3.7 Cancellation and Destruction of Series 2014 Bonds. All Series 2014 Bonds paid at maturity shall be delivered to the Paying Agent/Registrar when such payment is made, and such Series 2014 Bonds, together with all Series 2014 Bonds purchased by the Issuer, shall thereupon be promptly canceled by the Paying Agent/Registrar. All canceled Series 2014 Bonds held by the Paying Agent/Registrar shall be disposed of as directed in writing by the Issuer and, if not so directed, in accordance with the Paying Agent/Registrar's document retention policies.

SECTION 3.8 Execution and Printing of the Series 2014 Bonds. The Series 2014 Bonds shall be executed in the name of and on behalf of the Issuer by the manual or facsimile signature of the Chairman of the Parish Council and countersigned by the manual or facsimile signature of the Clerk of the Parish Council, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Series 2014 Bonds shall cease to be such officer before the bonds so signed and sealed have been actually delivered, such Series 2014 Bonds may nevertheless be delivered as herein provided, and may be issued as if the person who signed or sealed such Series 2014 Bonds had not ceased to hold such office. Any Series 2014 Bond may be signed and sealed on behalf of the Issuer by such persons as at the actual time of the execution of such Series 2014 Bond shall be duly authorized or hold the proper office in the Issuer, although at the date of the Series 2014 Bonds such person may not have been so authorized to have held such office. Said officers shall, by the execution of the Series 2014 Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Series 2014 Bonds, and the Issuer may adopt and use for that purpose the

facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Series 2014 Bond, notwithstanding that at the date of such Series 2014 Bonds such person may not have held such office or that at the time when such Series 2014 Bonds shall be delivered such person may have ceased to hold such office. The Authorized Officers are hereby empowered, authorized and directed to cause the necessary Series 2014 Bonds to be printed or lithographed.

SECTION 3.9 Authentication. No Series 2014 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Series 2014 Bond shall have been duly executed by the Paying Agent/Registrar and such executed certificate of the Paying Agent/Registrar upon any such Series 2014 Bond shall be conclusive evidence that such Series 2014 Bond has been executed, registered and delivered under this Indenture.

SECTION 3.10 Registration and Exchange of Series 2014 Bonds; Book-Entry System of Series 2014 Bonds .

(a) Upon initial issuance, a separate single certificated fully registered bond for each maturity in the aggregate principal amount of such maturity will be issued. Upon initial issuance, the ownership of each Series 2014 Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the securities depository for the Series 2014 Bonds. Except as provided in Section 4.12(d) hereof, all of the Series 2014 Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC.

(b) With respect to Series 2014 Bonds registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which a Participant holds Series 2014 Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2014 Bonds; (ii) the delivery to any Participant or any other person, other than an Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2014 Bonds; or (iii) the payment to any Participant or any other person, other than an Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal of and premium, if any, or interest on the Series 2014 Bonds. The District and the Trustee may treat and consider the person in whose name each Series 2014 Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Series 2014 Bond for the purpose of payment of principal and premium, if any, and interest with respect to such Series 2014 Bond, for the purpose of giving notices of matters with respect to such Series 2014 Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of and premium, if any, and the interest on the Series 2014 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and premium, if any, and interest on the Series 2014 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2014 Bond evidencing the obligation of the District to make payments of principal and premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Regular Record Dates, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) The Trustee shall take all action necessary for all representations of the Issuer in the Representation Letter with respect to the Trustee, to at all times be complied with.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2014 Bonds at any time by giving notice to the Issuer and the Trustee, and discharging its responsibilities with respect thereto under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2014 Bonds if the Issuer determines that:

(A) DTC is unable to discharge its responsibilities with respect to the Series 2014 Bonds, or

(B) a continuation of the requirement that all of the Outstanding Series 2014 Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial Owners of the Series 2014 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2014 Bonds pursuant to subsection 4.12(d)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2014 Bonds pursuant to subsection 4.12(d)(i) or subsection 4.12(d)(ii)(A) hereof, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Issuer is obligated to deliver Bond Certificates at the expense of the Owners of the Series 2014 Bonds, as described in this Indenture, and the Series 2014 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging Series 2014 Bonds shall designate, in accordance with the provisions of this Indenture.

(e) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2014 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal and premium, if any, and interest on such Series 2014 Bond and all notices with respect to such Series 2014 Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV APPLICATION OF PROCEEDS AND REDEMPTION OF REFUNDED BONDS

SECTION 4.1 Application of the Series 2014 Bond Proceeds. The proceeds of the Series 2014 Bonds, in the amounts set forth in the Letter of Instructions, shall be applied as follows:

(a) Net Proceeds of the Series 2014 Bonds in the amount of \$3,908,210.66 will be deposited into the Refunding Fund established herein, together with additional moneys, if any, of the Issuer which, together with the initial cash deposits deposited therein, if any, shall on the Closing Date be sufficient to pay the principal and accrued interest on the Series 2003 Bonds on April 18, 2014 their date of redemption. The moneys so deposited shall constitute trust funds irrevocably dedicated for the use and benefit of the owners of the Refunded Bonds.

(b) Deposit in the Costs of Issuance Account established pursuant to Section 5.2(a) such amount of the proceeds of the Series 2014 Bonds as set forth in the Letter of Instructions.

SECTION 4.2. Refunding of Refunded Bonds.

(A) It is hereby determined that the Series 2014 Bonds shall be issued for the purpose of current refunding the Refunded Bonds. The purchase price of such Series 2014 Bonds to be received from the Underwriters on the Closing Date, includes an amount sufficient, together with additional moneys of the Issuer, if required, to provide for the payment of the principal of and interest on the Refunded Bonds on their date of redemption.

(B) Provision having been made for the payment of the Refunded Bonds in accordance with the terms of the Series 2003 Ordinance, it is hereby recognized and acknowledged that as of the Closing Date, provisions will have been made for the performance of all covenants and agreements of the Issuer incident to the Refunded Bonds and in compliance with all that is herein provided, the Issuer will have no future obligations with reference to the Refunded Bonds on or after the Closing Date, except to assure that the Refunded Bonds are paid on their respective maturity or redemption dates from funds deposited into the Escrow Fund.

SECTION 4.3 Call for Redemption. The Refunded Bonds are hereby called for redemption on April 18, 2014 at the redemption price of the principal amount thereof, plus accrued interest to the date of redemption.

SECTION 4.4 Notice of Redemption. In accordance with the pertinent provisions of the Series 2003 Ordinance, notice shall be given by the Paying Agent/Registrar for the Refunded Bonds in the manner provided therein. The call for redemption of the Refunded Bonds shall become irrevocable upon the original delivery of the Series 2014 Bonds.

ARTICLE V
FUNDS AND ACCOUNTS

SECTION 5.1 The Pledge Effected by this Indenture. There are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Series 2014 Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes herein set forth (a) the Second Parish Court Revenues and (b) all Funds and Accounts established herein, except the Rebate Fund and the Costs of Issuance Account, which are not pledged to the payment of the Series 2014 Bonds, including the moneys or investments, if any, therein or thereof, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture. It is the intention of the Issuer that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that the Second Parish Court Revenues so pledged and then or thereafter received by the Issuer shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual provisions herein contained shall have priority over any or all other obligations and liabilities of the Issuer, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof. Said Second Parish Court 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 Series 2014 Bonds in principal, interest and premium, if any, and for all other payments provided for in this Indenture until the Series 2014 Bonds shall have been fully paid and

discharged or provisions for such payment and discharge have been provided in accordance herewith.

The Series 2014 Bonds are issued on a pari passu with each other and with the Additional Bonds, if any.

In the event the Second Parish Court Revenues shall ever be projected to be or actually will be less than the amount required to be deposited into the Debt Service Fund, the Issuer shall cause to be transferred any legally available funds of the Issuer to the Debt Service Fund an amount sufficient to pay any deficiency in the Debt Service Fund necessary for the payment of maturing principal and/or interest coming due on the Bonds . as provided and in accordance with the Cooperative Endeavor Agreement

SECTION 5.2 Establishment of Funds and Accounts . A. Upon delivery and payment for the Series 2014 Bonds, the Revenue Fund, the Debt Service Fund (including the Interest Account and Principal Account), the Refunding Fund and the Rebate Fund, shall be held and maintained by the Trustee for the equal benefit and security of the holders and Owners of the Series 2014 Bonds. The Trustee is hereby expressly authorized to create separate accounts within said Funds and Accounts relating specifically to the Series 2014 Bonds, all in accordance with the provisions of Section 1.148-6(e)(6) of the Department of the Treasury Internal Revenue Service Final Regulations effective July 1, 1993. Specifically, the Issuer hereby maintains, establishes or creates, as the case may be, the following special funds or accounts held or to be held and administered by the Trustee with respect to the Series 2014 Bonds:

- (a) Costs of Issuance Account;
- (b) Revenue Fund;
- (c) Debt Service Fund (including an Interest Account and a Principal Account);
- (d) Refunding Fund; and
- (e) Rebate Fund.

B. All moneys or securities deposited with the Trustee pursuant to this Indenture shall be held and applied only in accordance with the provisions hereof and shall be considered trust funds for the purposes of this Indenture.

SECTION 5.3 Costs of Issuance Account.

There shall be deposited in the Costs of Issuance Account a sum equal to the Costs of Issuance incurred in connection with the issuance of the Series 2014 Bonds to be paid from the proceeds thereof. The balance remaining in the Costs of Issuance Account, if any, 180 days after delivery of the Series 2014 Bonds, shall be transferred to the Revenue Fund.

SECTION 5.4 Revenue Fund.

(A) All Second Parish Court Revenues as received by the Issuer shall be deposited with the Trustee and credited to the Revenue Fund created and established by Section 5.2 hereof.

(B) The following transfers of money shall be made from the Revenue Fund by the Trustee at the times and in the order of priority indicated:

(i) for deposit to the credit of the Interest Account of the Debt Service Fund, at the close of business of the Trustee three (3) Business Days preceding each Interest Payment Date, the amount equal to the interest accruing on the Bonds to such Interest Payment Date in accordance with Section 5.5(B) hereof; and

(ii) for deposit to the credit of the Principal Account of the Debt Service Fund, at the close of business of the Trustee three (3) Business Days preceding each Principal Payment Date, an amount equal to the principal amount due on the Bonds on such Principal Payment Date in accordance Section 5.5(C) hereof.

(C) On the Business Day following each Principal Payment Date, the moneys remaining on deposit to the credit of the Revenue Fund shall be considered as excess Judicial Expense Fund Revenues and shall be transferred to the Judiciary to be used for any lawful purpose related to the Second Parish Court.

SECTION 5.5 Debt Service Fund. (A) There shall be deposited to the credit of the Debt Service Fund those amounts to be transferred pursuant to Section 5.4 hereof.

(B) At the close of business of the Trustee at least three (3) Business Days preceding each Interest Payment Date, the Trustee shall transfer or cause to be transferred to the Interest Account of the Debt Service Fund from the Revenue Fund an amount equal to the interest accruing on the Bonds to such Interest Payment Date.

(C) At the close of business of the Trustee at least three (3) Business Days preceding each Principal Payment Date, the Issuer shall transfer or cause to be transferred to the Principal Account of the Debt Service Fund from the Revenue Fund an amount equal to the principal amount due on the Bonds on such Principal Payment Date.

(D) In the event that on the third Business Day prior to a Principal Payment Date or Interest Payment Date, the Trustee determines that there will be insufficient moneys in the Revenue Fund to make the transfers required by subsections (B) and (C) above, then the Trustee shall notify the Issuer of the amount of the deficiency and the Issuer shall transfer by the third (3rd) Business Day preceding such Principal Payment and/or Interest Payment Date legally available funds to the Debt Service Fund in an amount sufficient to make the payment due on such date as provided and in accordance with the Cooperative Endeavor Agreement.

SECTION 5.6 Refunding Fund. The Refunding Fund shall be held by the Trustee separate and apart from other funds in this Indenture. Moneys in the Refunding Fund constitute an irrevocable deposit of said moneys exclusively for the benefit of the owners of the Series 2003 Bonds and will be held by the Trustee in the Refunding Fund, in cash, and applied to the payment of the principal of and interest on the Series 2003 Bonds on April 18, 2014, their date of redemption. Thereafter, moneys, if any, remaining in the Refunding Fund will be transferred to the Debt Service Fund.

SECTION 5.7 Rebate Fund In order to provide a source for the funds needed to pay any rebate of excess investment earnings due to the Treasury of the United States pursuant to Section 148(f) of the Code, the Rebate Fund shall be maintained with the Trustee and used to receive any amounts payable by the Issuer to the United States pursuant to Section 148(f) of the Code as calculated by or for the benefit of the Issuer on or before the date required by Section 148(f) of the

Code. A copy of such calculations and IRS Form 8038-T, or such other form designated by the Internal Revenue Service for rebate payments shall be made available by the Issuer to the Trustee as soon as practicable after its preparation. The Issuer shall deposit from the Second Parish Court Revenues into the Rebate Fund the amount reflected by such calculations as being the excess investment earnings due to be rebated by the Issuer to the United States with respect to the preceding Bond Year (together with investment earnings on such amount from the end of the preceding Bond Year to the date of transfer). Each such transfer shall occur within 30 days of receipt by the Issuer of said calculation. The Trustee shall upon the direction of the Issuer pay from the Rebate Fund to the Treasury of the United States:

(a) Once each five years after the date of the issuance of the Series 2014 Bonds, an amount equal to 90% of the aggregate amount of sums due to be paid as rebate of excess investment earnings to the Treasury of the United States with respect to the five preceding Bond Years (and not theretofore paid to the United States) and

(b) Not later than 60 days after redemption or payment of the last Series 2014 Bonds, 100% of the aggregate amount due the United States (not theretofore paid).

To the extent that any calculation required above shows that there are excess funds on deposit in the Rebate Fund with respect to the amounts due to be rebated to the United States for the preceding Bond Years, such excess amount shall be transferred to the Debt Service Fund.

The Issuer further covenants that it will comply with any Treasury Regulations applicable to Section 148(f) of the Code including making any calculations of rebate amounts required under said Treasury Regulations. It is hereby recognized and understood that moneys of the Issuer deposited in the Rebate Fund and any earnings thereon do not constitute Second Parish Court Revenues of the Issuer and such amounts are not and never shall be pledged to the payment of or be security for any Series 2014 Bonds.

SECTION 5.8 Investment of Certain Fund and Accounts

a. Moneys held in any Fund or Account created and established pursuant to this Indenture shall be invested and reinvested, to the fullest extent practicable, in Investment Securities which mature not later than such times as shall be necessary to provide moneys for payments to be made from such Funds and Accounts, as required herein; provided however, that any such investment shall be made only in accordance with any written instructions received from the Issuer.

b. In determining the amount in the Revenue Fund and the Debt Service Fund held under the provisions of this Indenture, obligations purchased as an investment of money therein shall be valued by the Trustee at market value thereof, inclusive of accrued interest.

c. The Trustee shall sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be so requested in writing by the Issuer or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by it.

d. Investments purchased as an investment of moneys in the Debt Service Fund shall be deemed at all times to be a part of such fund and any losses suffered due to the investment thereof shall be charged to such fund.

e. Investment earnings from the investment of moneys in the Debt Service Fund, if any, shall be credited to the Debt Service Fund to be used for the payment of Debt Service on the next Interest Payment Date and for such purpose. Debt Service due from the Issuer on such date shall be credited by an amount equal to the amount so transferred.

SECTION 5.8 Depositories, Security for Deposits

a. All Second Parish Court Revenues received by the Issuer and all Investment Securities purchased as an investment of moneys in any of the Funds shall, as provided in the Series 2003 Ordinance and this Indenture, be deposited with the Trustee and held for the benefit of the owners of the Bonds and applied only in accordance with the provisions thereof and hereof, and shall not be subject to any lien attachment by any other creditor of the Issuer.

b. All moneys held in the Revenue Fund and the Debt Service Fund shall be secured to the fullest extent required or permitted by the laws of the State pertaining to the security of public deposits.

Moneys in the Rebate Fund shall be used to make any rebate payments required to be made to the United States under the Code. The Rebate Fund shall be held for the sole benefit of the United States of America and is not pledged under this Indenture.

ARTICLE VI

PARTICULAR COVENANTS

The Issuer covenants and agrees with the Owners from time to time of the Series 2014 Bonds that as long as any of the Series 2014 Bonds remain Outstanding and unpaid:

SECTION 6.1 Payment of Series 2014 Bonds . The Issuer shall duly and punctually pay or cause to be paid (but solely from the sources herein provided) the principal or Redemption Price, if any, of every Series 2014 Bond and the interest thereon, at the dates and places and in the manner stated in the Series 2014 Bonds according to the true intent and meaning thereof.

SECTION 6.2 Power to Issue Series 2014 Bonds and Second Parish Court Revenues and Funds.

The Issuer is duly authorized under all applicable laws to authorize and issue the Bonds, to adopt the Series 2014 Ordinance and enter into this Indenture and to pledge the Second Parish Court Revenues pledged hereby in the manner and to the extent herein provided. The Second Parish Court Revenues so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect prior to, or of equal rank with, the pledge created hereby and all action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of the Series 2014 Ordinance and this Indenture are and will be the valid and legally enforceable obligations of the Issuer in accordance with their terms and the terms of this Indenture, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Second Parish Court Revenues, including rights therein pledged under this Indenture and all the rights of the Owners of the Bonds under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.3 Arbitrage and Tax Covenants. The Issuer covenants with the holders from time to time of the Series 2014 Bonds, that so long as any 2014 Bond shall be Outstanding, the Issuer shall:

(a) at all times do, and perform all acts and things necessary or desirable in order to assure that interest paid on the Series 2014 Bonds shall for purposes of federal income taxation, be excludable from the gross income of the recipients thereof;

(b) not permit at any time any of the proceeds of the Series 2014 Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities, obligations or other investments the acquisition of which would cause any Series 2014 Bond to be an "arbitrage bond" as defined in Section 148 of the Code;

(c) restrict the use of the proceeds of the Series 2014 Bonds in such a manner and to such an extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for such Series 2014 Bonds, so that the Series 2014 Bonds will not constitute "arbitrage bonds" under Section 148 of the Code;

(d) cause the Chairman of the Governing Authority or any other officer having responsibility for issuing the Series 2014 Bonds, alone or in conjunction with any other officer, trustee, employee or agent of or consultant to the Issuer, to give an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings for the Series 2014 Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 2014 Bonds and the facts, estimates and circumstances on which they are based, such certificate to be premised on the reasonable expectations and the facts, all as of the date of delivery of and payment for the Series 2014 Bonds;

(e) not take or permit to be taken any action which would cause the Series 2014 Bonds to be deemed "private activity bonds" under the Code; in the event the Council takes any action which would make reasonable the expectation that the facilities to be constructed in accordance with the design criteria will be used in the trade or business of any person other than a governmental unit provided in Section 141 of the Code and the Treasury regulations promulgated thereunder, the Issuer shall cause the Series 2014 Bonds to be redeemed in accordance with the covenants of Section 7.1 hereof;

(f) not permit the Series 2014 Bonds to become directly or indirectly federally guaranteed; and

(g) file Internal Revenue Form 8038-G pursuant to Section 149(e) of the Code.

Without limiting the generality of the foregoing, the Issuer covenants and agrees that there shall be paid from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Series 2014 Bonds.

In order to effectuate the purposes of this Section, the Chairman or, in his absence, the Vice Chairman of the Council and the Finance Director of the Parish are hereby authorized to execute, acknowledge and deliver a Letter of Instructions, in such form as shall be approved by Bond Counsel to the Issuer, relating to compliance with the requirements of the Code applicable to the Bonds, including compliance with the requirement that certain earnings on the funds and accounts held by the Issuer as a result of the issuance of the Series 2014 Bonds may be subject

to rebate to the United States Treasury pursuant to Section 148(f) of the Code or subject to yield restrictions pursuant to the Code, and the Issuer is hereby authorized and directed to create separate sub-accounts in the Debt Service Fund for the Series 2014 Bonds and for any Outstanding Bonds. Such sub-accounts shall be created solely for the purpose of compliance with the provisions of the Code and such Letter of Instructions and shall not create a separate security interest in the monies contained therein or affect the pledge of said monies to the payment of such Series 2014 Bonds.

SECTION 6.4 Additional Bonds, Refunding Bonds

The Bonds shall enjoy complete parity of lien on the revenues and funds and accounts of the Issuer pledged pursuant to this Indenture despite the fact that any Bond may be delivered at an earlier date than any other Bond. The Issuer shall hereafter issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Second Parish Court Revenues of the Issuer having priority over or parity with the Bonds, and any Outstanding *pari passu* bonds, except under the following conditions:

(i). The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any; provided, however that if only a portion of the Bonds outstanding is so refunded such portion of the Bonds may not be refunded without the consent of the owners of the unrefunded portion of the Bonds (provided, such consent shall not be required if such refunding of the Bonds meet the requirements set forth in clause (ii) below of this Section).

(ii). Additional bonds may also be issued on a parity with the Series 2014 Bonds and any Outstanding *pari passu* bonds if all of the following conditions are met:

(A) The combined total of the Building Fund Revenues and the Judicial Expense Fund Revenues collected by the 24th Judicial District Court during a period of any twelve (12) consecutive months out of the eighteen (18) months immediately preceding the issuance of the Additional Bonds must have been not less than 1.33 times the highest combined principal and interest requirements for any succeeding Fiscal Year on all Bonds then Outstanding (but not including Bonds which have been refunded or provision otherwise made for their full and complete payment and redemption), and the Additional Bonds proposed to be issued; provided, however, that the combined principal and interest requirement in any succeeding Fiscal Year on all Bonds then Outstanding and the Additional Bonds proposed to be issued shall never exceed seventy-five percent (75%) of the amount of the combined total estimated by the Governing Authority and the Judiciary to be collected in such Fiscal Year.

(B) The payments required to be made into the Debt Service Fund for principal and interest for all outstanding bonds, including the amounts required to be paid into any reserve fund for outstanding bonds, must be current, and there are no other Events of Default.

(C) The Additional Bonds must be payable as to principal on March 1 of each year in which principal falls due, and shall bear interest payable semiannually on March 1 and September 1 of each year.

(D) An Ordinance or Indenture providing for the issuance of a series of Additional Bonds may set forth provisions governing the funding of the Reserve Fund in the amount of the respective Reserve Fund Requirement, if any.

(E) All Funds established under the Ordinance or Indenture issuing such Additional Bonds shall be the same Funds established pursuant to this Indenture.

(F) In connection with the issuance of any additional bonds which bear interest at a floating, variable or adjustable rate ("Variable Rate Bonds") for purposes of computing the highest combined principal and interest requirements in this Section, the interest rate on

such bonds, while such bonds bear interest at a floating, variable or adjustable rate shall be calculated as that rate which is equal to the greater of (i) the then current short term interest rate born or to be borne by the Variable Rate bonds or (ii) the maximum interest rate borne by such Variable Rate Bonds (or, if no such bonds are then outstanding, by comparable variable rate obligations, the interest on which is calculated according to the same or similar index as that applicable to the proposed bonds) over the preceding twelve months, or (iii) that rate calculated by reference to the index of 25 Revenue Bonds published by *The Bond Buyer* (the "Proforma Rate"). In addition, no additional Variable Rate Bonds shall be issued unless (a) the resolution authorizing such bonds specifies (i) a maximum interest rate to be borne by such bonds, including any bonds held by a person (other than the Issuer) who is required to provide moneys necessary for payment to a bond owner who tenders his bonds pursuant to an option to tender (the "Liquidity Provider") and (ii) the payment of principal to the Liquidity Provider due to any acceleration of principal on the bonds or the payment of any interest due to the Liquidity Provider in excess of the interest rate on the Variable Rate bonds while such bonds are held by a person other than the Liquidity Provider shall be subordinate to the payment of Debt Service and (b) the short-term unsecured obligations of the Liquidity Provider are rated in the highest short-term rating category by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc. or A. M. Best & Company. and the long-term unsecured obligations of the Liquidity Provider are rated "A" by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc. and Fitch. For the purpose of calculating the Reserve Fund Requirement for Variable Rate Bonds the interest rate on the Variable Rate Bonds shall be the Proforma Rate.

(iii) The Issuer shall issue Additional Bonds secured by Second Parish Court Revenues only pursuant to and in accordance with this Section 6.4.

SECTION 6.5 The Maintenance of Books and Records. The Issuer will maintain and keep proper books of record and accounts separate from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Second Parish Court Revenues. Not later than one hundred eighty (180) days, after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by a recognized independent firm of certified public accountants showing the receipts of and disbursements made from the account of the Revenue Fund and other funds or accounts herein required. Such audit shall be available for inspection upon request by the Owners of any of the Series 2014 Bonds. The Issuer further agrees that the Trustee and the Owner of any of the Series 2014 Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Second Parish Court Revenues.

SECTION 6.6 Other Indebtedness and Liens . The Issuer shall not issue any bonds, notes or other evidences of indebtedness of similar nature, other than as provided in Section 6.4, payable out of or secured by any pledge of or other lien or charge on the Second Parish Court Revenues or other moneys, securities or funds paid or to be paid to or held or to be held by the Issuer or the Trustee under this Indenture, and shall not create or cause to be created any lien or charge on the Second Parish Court Revenues or such moneys, securities or other funds other than the lien and pledge created by this Indenture; provided, however, that nothing herein shall prevent the Issuer from issuing evidences of indebtedness payable out of or secured by a pledge of or other lien or charge on the Second Parish Court Revenues so long as such lien, charge or other encumbrance is subordinate to the lien or charge of this Indenture on the Second Parish Court Revenues.

SECTION 6.7 Fidelity Bonds. So long as any of the Series 2014 Bonds are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of Issuer or in possession of money derived from the collection of the 24th Judicial District Court to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts to protect the Issuer from loss.

SECTION 6.8 General. The Issuer shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Issuer under the provisions of law, including the Act and this Indenture in accordance with the terms of such provisions.

ARTICLE VII
SUPPLEMENTAL INDENTURES

SECTION 7.1 Limitation on Modifications. This Indenture shall not be modified or amended in any respect except as provided in accordance with and subject to the provisions of this Article.

SECTION 7.2 Supplemental Indentures Without Consent of Bondowners . For any one or more of the following purposes and at any time from time to time, a Supplemental Indenture may be adopted without the consent of the Bondowners and shall be fully effective in accordance with its terms:

(a) to provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on the registration and delivery of Series 2014 Bonds or the issuance of other evidences of indebtedness that are not contrary to or inconsistent with this Indenture as theretofore in effect;

(b) to add to the covenants and agreements of the Issuer in this Indenture other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture;

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

(d) to confirm, as further assurance, any pledge under, and the subjection to a lien or pledge created or to be created by, this Indenture, of the Second Parish Court Revenues or of any other moneys, securities or funds;

(e) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture; and

(f) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Series 2014 Bonds; and

(g) to authorize Additional Bonds in accordance with Section 6.4 hereof and, in connection therewith, to specify and determine any other matters and things relative to such Bonds that are not contrary to or inconsistent with this Indenture; and

(h) to confirm, approve and ratify any actions authorized pursuant to this Indenture.

SECTION 7.3 Supplemental Indentures Effective with Consent of Bondowners. Unless otherwise specifically set forth in Section 7.2 hereof, any Supplemental Indenture which amends or modifies this Indenture, at any time or from time to time may be adopted subject to the consent by Owners of Series 2014 Bonds in accordance with and subject to the provisions of Article VIII, which Supplemental Indenture, certified by an Authorized Officer and upon compliance with the provisions of the Parish Charter of the Governing Authority and Article VIII, shall become fully effective in accordance with its terms as provided in said Article.

ARTICLE VIII AMENDMENTS

SECTION 8.1 Powers of Amendment Except as otherwise expressly provided for in Section 7.2 hereof, any modification or amendment of this Indenture or of the rights and obligations of the Issuer and of the Owners of the Series 2014 Bonds hereunder, in any particular, may be made by a Supplemental Indenture, with, in the case of any Supplemental Indenture which amends or modifies this Indenture, the prior written consent of the Bond Insurer, if any and with the written consent of the owners of at least two-thirds of the Series 2014 Bond Owners. Any Supplemental Indenture which affects the Series 2014 Bonds shall also require notice to the Rating Agency. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount of the Redemption Price thereof or in the rate of interest thereon without the consent of the owner of such Series 2014 Bond affected or shall reduce the percentages or otherwise affect the classes of Series 2014 Bonds the consent of the owners of which is required to effect any such modification or shall change or modify any of the rights or obligations of the Trustee or Paying Agent/Registrar without its written assent thereto.

SECTION 8.2 Consent of Bondholders The Issuer may at any time adopt a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 8.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto) together with a request to Bondowners for their consent thereto shall promptly after adoption, be mailed by the Issuer to Bondowners (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided). Such Supplemental Indenture shall not be effective unless and until there shall have been filed with the Issuer (i) written consent of the Bond Insurer, if any, and the written consent of owners of the percentages of Outstanding Series 2014 Bonds specified in Section 8.1 and (ii) a Bond Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully adopted and filed by the Issuer in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the Issuer and enforceable in accordance with its terms. Any such consent shall be binding upon the owner of the Series 2014 Bonds giving such consent and upon any subsequent owner of such Series 2014 Bonds issued in exchange therefor (whether or not such subsequent owner thereof has notice thereof), unless such consent is revoked in writing by the owner of such Series 2014 giving such consent or a subsequent owner thereof by filing with the Issuer. At any time after the owners of the required percentages of Series 2014 Bonds shall have filed their consents to the Supplemental Indenture, notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture adopted by the Issuer on a stated date), has been consented to by the owners of the required percentages of Series 2014 Bonds and will be effective as provided in this Section 8.2, shall be given to Bondholders by the Issuer by mailing such amendment or modification shall be deemed conclusively binding upon the Issuer, the Trustee, the Paying Agent and the owners of all Series 2014 Bonds at the expiration of thirty (30) days after the mailing by the Issuer of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced with such thirty (30) day period; provided, however, that the Issuer, and any Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

SECTION 8.3 Mailing of Notice Any provision in this Article VIII for the mailing of a notice or other document to Bondholders shall be fully complied with if it is mailed postage prepaid only

to each registered owner of Series 2014 Bonds then Outstanding at his address, if any, appearing upon the Register of the Paying Agent/Registrar.

SECTION 8.4 Modification by Unanimous Consent. Notwithstanding anything contained in Article II or in the foregoing provisions of this Article, the rights and obligations of the Issuer and of the Owners of the Series 2014 Bonds and the terms and provisions of the Series 2014 Bonds or of the Indenture may be modified or amended in any respect upon the adoption of Supplemental Indentures by the Issuer and the consent of the owners of all of the Series 2014 Bonds then Outstanding, such consent to be given as provided in Section 8.2; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee or Paying Agent/Registrar without its written assent thereto in addition to the consent of the Issuer and of the Bondholders.

SECTION 8.5 Notation on Bonds. Series 2014 Bonds authenticated and delivered after the effective date of any action taken as provided in this Article VIII may, bear a notation by endorsement or otherwise in form approved by the Issuer as to such action, and in that case upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his Series 2014 Bond for such purpose at the principal corporate trust office of the Trustee suitable notation shall be made on such Series 2014 Bond by the Trustee as to any such action. If the Issuer shall so determine, new Series 2014 Bonds so modified as in the opinion of the Issuer to conform to such action shall be prepared and delivered, and upon demand of the owner of any Series 2014 Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Series 2014 Bonds of the maturity then Outstanding, upon surrender of such Series 2014 Bonds.

ARTICLE IX
EVENTS OF DEFAULT

SECTION 9.1 Events of Default. If one or more of the following events (in this Indenture called "Events of Default") shall occur:

(a) if default shall be made in the due and punctual payment of the principal of any Series 2014 Bonds when and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series 2014 Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Series 2014 Bonds contained, and such default shall continue for a period of forty-five days after written notice thereof to the Issuer by the Trustee or by the Owners of not less than 25% of the Bonds Outstanding; or

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

(e) default in the observance or performance of any of the terms of the Series 2014 Ordinance and this Indenture, or any other ordinance or agreement related to the Second Parish Court Revenues;

then, upon the happening and continuance of any Event of Default the Owners of the Series 2014 Bonds, or the Trustee on their behalf, shall be entitled to exercise all rights and powers for which provision is made in the Act or in any provision of law.

SECTION 9.2 Application of Second Parish Court Revenues and Other Moneys After Default . During the continuance of an Event of Default, the Trustee shall apply all moneys, securities and funds held in any Fund or Account (other than the Rebate Fund which shall be applied only as provided in Section 5.6 hereof) under this Indenture and in the following order:

(1) to the payment of reasonable and proper charges, expenses and liabilities of the Trustee and Paying Agent/Registrar and their respective counsel;

(2) to the payment of interest due on the Bonds;

(3) to the payment of principal of the Bonds that have become due and payable;

(4) moneys to be distributed in accordance with this Section 9.2 shall be distributed to Owners of the Bonds by determining the proportion that each Owner holds of the Outstanding Bonds.

SECTION 9.3 Remedies . (A) Upon the happening and continuance of any event of default specified in Section 9.1, the Trustee may, and in each such case upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Series 2014 Bonds, shall, proceed, in its own name, and after receiving indemnity and such security satisfactory to it with respect to any costs and expenses which may be incurred,

to protect and enforce its rights and the rights of the Bondholder(s) by such of the following remedies, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) by suit, action or proceeding in accordance with the laws of the State, enforce all rights of the Owners of the Series 2014 Bonds;

(ii) by bringing suit upon the Bonds;

(iii) by action or suit, require the Issuer to account as if it were the trustee of an express trust for the Owners of the Series 2014 Bonds; and

(iv) by action or suit, enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Series 2014 Bonds.

(B) In the enforcement of any remedy under this Indenture, as the case may be, the Trustee shall be entitled to sue for, enforce payment on or receive any and all amounts then or during any default becoming, and any time remaining, due from the Issuer for principal, Redemption Price, interest or otherwise, under any provision of this Indenture, as the case may be, or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest payable on such Bonds prior to maturity, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce judgment or decree against the Issuer for the portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

SECTION 9.4 Termination of Proceedings. In case any proceeding taken by the Trustee on account of any event of default shall have been discontinued or abandoned for any reason, then in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

SECTION 9.5 Bondholders' Direction of Proceedings. The Owners of the majority in principal amount of the Series 2014 Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that the Trustee is first furnished indemnity and security satisfactory to it for all costs, expenses and liabilities which may be incurred in connection with the conducting of such proceedings and that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners of Series 2014 Bonds not parties to such direction.

SECTION 9.6 Limitation on Rights of Bondholders. No Owner of any Series 2014 Bond shall have any right to institute any suit, action or other proceeding hereunder, or for the protection or enforcement of any right under Ordinance or this Indenture or any right under law unless such Owner shall have given to the Trustee written notice of the event of default or breach of duty on account of which such suit, action, or proceeding is to be taken, and unless the Owners of not less than twenty-five per centum (25%) in aggregate principal amount of the Series 2014 Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a

reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee 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 Trustee, to be conditions precedent to the execution of the powers under it is understood and intended that no Owner or Owners of the Series 2014 Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right hereunder or under law with respect to the Series 2014 Bonds or this Indenture, except in the manner herein provided, and that all proceedings shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners of the Outstanding Bonds. Notwithstanding any of the foregoing provisions of this Section 9.6 or any other provisions of this Article IX, the obligation of the Issuer shall be absolute and unconditional to pay the principal of, Redemption Price, if any, of and interest on the Series 2014 Bonds to the respective Owners thereof on the respective due date thereof, but solely out of Second Parish Court Revenues, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

SECTION 9.7 Possession of Series 2014 Bonds by Trustee Not Required. All rights of action under this Indenture or under any of the Series 2014 Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Series 2014 Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 9.8 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Series 2014 Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 9.09 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Series 2014 Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee and the Owners of the Series 2014 Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.10 Notice of Event of Default. The Trustee shall mail written notice to all Bondholders within thirty (30) days after knowledge of an Event of Default unless such Event of Default has been remedied or cured before the giving of such notice. Such notice shall be mailed postage prepaid to each Owner of Series 2014 Bonds then Outstanding at his address appearing upon the Bond Registrar of the Issuer as kept by the Paying Agent/Registrar.

ARTICLE X
TRUSTEE AND PAYING AGENT/REGISTRAR

SECTION 10.1 Acceptance of Trusts. The Trustee hereby represents and warrants to the Issuer that it is a bank and trust company duly organized and existing under the laws of the State of New York and that it is duly authorized under such laws to accept and execute trusts of the character herein set out. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture including the following express terms and conditions, to all of which the parties hereto and the respective Owners of the Bonds agree:

(a) Except during the continuance of an Event of Default, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and the Trustee shall not be responsible for the legality or enforceability of this Indenture, except with respect to performance of its obligations hereunder). No implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) The Trustee shall only be liable for its gross negligence or willful misconduct. In the performance of its duties hereunder,

(i) the Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected fully from liability in relying or acting upon, any resolution, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties; but in the case of any such certificates or opinions that by any provision hereby are specifically required to be furnished to the Trustee, as the case may be, the Trustee shall be under a duty to examine the same to determine whether or not they conform to requirements of this Indenture; and

(ii) whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter shall be deemed to be conclusively proved and established by a certificate executed by an Authorized Officer; provided, however, that the Trustee, or such agent, representative, expert or counsel may require, but is not obligated to require, such further and additional evidence and make such further investigation as it or they may consider reasonable; and

(iii) the Trustee may act through agents and its counsel may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel; and

(iv) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and in accordance with any direction or request of the Bondowners; and

(v) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless the Trustee is grossly negligent in ascertaining the pertinent facts; and

(vi) the Trustee shall not be deemed to have knowledge of any Event of Default, except for the failure of the Issuer to make or cause to be made scheduled payments to the Trustee, unless and until an officer of the Trustee who customarily handles corporate trusts and is assigned to supervise this Indenture shall have actual knowledge thereof or the Trustee shall have received written advice thereof from any Bondowner; and

(vii) anything in this Indenture to the contrary notwithstanding, whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it by the security afforded to it by the terms of this Indenture, unless it is requested in writing to do so by one or more owners of the Bonds outstanding hereunder and furnished, from time to time as it may require, with security and indemnity satisfactory to it; and

(viii) the Trustee need not take any action or follow any direction from any one or more Bondowners if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to Bondowners not parties to such direction, or the Trustee in good faith believes following such direction would involve the Trustee in personal liability; and

(ix) in no event shall the Trustee be liable to any person for special, indirect or consequential damages, lost profits or loss of business arising under or in connection with this Indenture, even if previously informed of the possibility of such damages and regardless of the form of action; and

(x) anything to the contrary in the Indenture notwithstanding, the permissive right of the Trustee to do anything enumerated or set forth herein shall not be construed as a duty, and the Trustee shall not be held responsible or liable for other than its gross negligence or willful misconduct.

It is understood by the parties hereto that the actions enumerated in (i) through (x) above do not constitute gross negligence or willful misconduct on the part of the Trustee.

(c) In case an Event of Default hereof has occurred and is continuing and the Trustee has actual knowledge of such Event of Default or is deemed to have knowledge pursuant to (b)(vi) above, subject to the provisions of this Article, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the degree of care and skill in their exercise as a prudent man would exercise under the circumstances.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including without limitation Sections 10.3 and 10.4 hereof, shall be subject to the provisions of this Section 10.1. The rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

SECTION 10.2 Paying Agent/Registrar; Appointment and Acceptance of Duties

(a) The Trustee is hereby appointed as Paying Agent/Registrar for the Series 2014 Bonds.

(b) The Paying Agent/Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer a written acceptance thereof.

(c) The principal office of the Paying Agent/Registrar is designated as the respective office or agency of the Paying Agent/Registrar, New Orleans, Louisiana for the payment of the interest on and principal or Redemption Price of the Series 2014 Bonds.

SECTION 10.3 Responsibilities of Trustee and Paying Agent/Registrar. The recitals of fact contained in this Indenture and in the Bonds shall be taken as to be the statements of the Issuer and neither the Trustee nor the Paying Agent/Registrar assumes any responsibility for the correctness of the same. Neither the Trustee nor the Paying Agent/Registrar makes any representations as to the validity or sufficiency of this Indenture or of any Series 2014 Bonds or in respect of the security afforded by this Indenture, and neither the Trustee nor the Paying Agent/Registrar shall incur any liability in respect thereof. Neither the Trustee nor the Paying Agent/Registrar shall be under any responsibility or duty with respect to the issuance of the Series 2014 Bonds or the application of the proceeds thereof or the application of any moneys paid to the Issuer of for any losses incurred upon the sale or redemption of any securities purchased for or held in any Fund or Account under this Indenture. Neither the Trustee nor the Paying Agent/Registrar shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. Neither the Trustee nor the Paying Agent/Registrar shall be liable in connection with the performance of its duties under this Indenture except for its own willful misconduct, gross negligence or default.

SECTION 10.4 Evidence on Which Trustee or Paying Agent/Registrar May Act.

a. The Trustee and Paying Agent/Registrar shall be protected in acting upon any notice, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee and Paying Agent/Registrar may consult with counsel, who may or may not be counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee and Paying Agent/Registrar under this Indenture in good faith and in accordance therewith.

b. Whenever the Trustee and Paying Agent/Registrar shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certification of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof; but in its discretion the Trustee and Paying Agent/Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

c. Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Issuer to the Trustee or Paying Agent/Registrar shall be sufficiently executed if executed in the name of the Issuer by an Authorized Officer.

SECTION 10.5 Certain Permitted Acts. The Trustee and Paying Agent/Registrar may become the Owner of any Series 2014 Bonds or any other obligations of the Issuer with the same rights it would have if it were not the Trustee or Paying Agent/Registrar. To the extent permitted by law, the Trustee and Paying Agent/Registrar may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or the owners of any other obligations of the Issuer or to effect or aid in the enforcement of the Series 2014 Bonds or any other obligations of the Issuer or this Indenture, whether or not any such committee shall represent the owners of a majority of the Bonds Outstanding.

SECTION 10.6 Resignation or Removal of Paying Agent/Registrar Appointment of Successor Paying Agent/Registrar.

a. The Paying Agent/Registrar may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty days' written notice to the Issuer. Any Paying Agent/Registrar may be removed at any time by an instrument filed with such Paying Agent/Registrar and signed by the Issuer after approval of the Council. Any successor Paying Agent/Registrar shall be appointed by the Issuer and (subject to the requirements of Section 10.1) shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and surplus aggregating at least \$50,000,000 and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent/Registrar, such Paying Agent/Registrar shall pay over, assign and deliver any moneys held by it as Paying Agent/Registrar to its successor. If for any reason there shall be a vacancy in the office of any Paying Agent/Registrar, the fiscal agent shall act as the Paying Agent/Registrar until a successor Paying Agent/Registrar meeting the requirements of Section 10.6(a) hereof is appointed.

SECTION 10.7 Resignation and Removal of Trustee.

a. The Trustee may resign and thereby become discharged from the trusts under this Indenture by notice in writing to the Issuer and by notice mailed, postage prepaid, to all registered Owners and all parties entitled to notice hereunder not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a successor Trustee pursuant to Section 10.8 hereof, if such successor Trustee shall be appointed before the time specified by such notice and shall accept such trust.

b. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee and signed by the Owners of not less than a majority in principal amount of the Series 2014 Bonds then Outstanding or their attorneys-in-fact duly authorized. The Trustee shall promptly give notice of such filing to all parties entitled to notice hereunder.

c. The Issuer may remove the Trustee at any time for such cause as shall be determined in the sole discretion of the Issuer by filing with the Trustee an instrument signed by an Authorized Officer of the Issuer.

d. No removal or resignation of the Trustee shall become effective until a successor has been appointed and has accepted the duties of Trustee.

SECTION 10.8 Successor Trustee a. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint a successor Trustee to fill such vacancy. Within twenty (20) days after such appointment, the Issuer shall cause notice of such appointment to be mailed, postage prepaid, to all the registered Owners.

b. At any time within sixty (60) days after such vacancy shall have occurred, the Owners of a majority in principal amount of the Series 2014 Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Bondowners or their attorneys-in-fact thereunto duly authorized and filed with the Issuer, may appoint a successor Trustee, which shall, immediately and without further act, supersede any Trustee theretofore appointed. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Owner of any Series 2014 Bond then Outstanding, or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

c. Any Trustee appointed under this Section shall be a national banking association or a bank, each having trust powers, or trust company duly organized under the laws of any State of the United States, a member of the Federal Deposit Insurance Corporation or its successor and authorized to exercise corporate trust powers within the State and to perform all the duties imposed by this Indenture. At the time of its appointment, any successor Trustee or Co-Trustee must have combined capital, surplus and undivided profits aggregating not less than \$50,000,000.

d. Every successor Trustee shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, upon the written request of its successor or of the Issuer, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor that are due and payable, deliver all property and moneys held by it under the Indenture to its successor. Any successor Trustee shall promptly notify the Paying Agent/Registrar of its appointment as Trustee.

e. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a national banking association or a bank or trust company duly organized under the laws of any state of the United States, a member of the Federal Deposit Insurance Corporation or its successor and authorized to exercise corporate trust powers within the State and to perform all the duties imposed upon it by the Indenture, shall be the successor to such Trustee without the execution or filing of any paper of the performance of any further act.

f. Any Trustee who becomes incapable of acting as Trustee shall pay over, assign and deliver to its successor any moneys, funds or investments held by it and shall render an accounting to the Issuer.

SECTION 10.9 Notice to Issuer. If the Trustee becomes aware of any failure of the Trustee to this Indenture to comply with the provisions of such Indenture, the Trustee shall promptly notify the Issuer and shall specify the details thereof. Upon becoming aware of any condition or event that constitutes, or which with the giving of notice or the passage of time or both would constitute, an Event of Default under this Indenture, the Trustee shall deliver to the Issuer a written notice stating the existence thereof.

SECTION 10.10 Successor Trustee/Paying Agent/Registrar. Notwithstanding anything contained in this Indenture, in the event the Trustee and Paying Agent/Registrar shall resign or shall merge or be consolidated with any other entity, or if the Trustee and/or Paying Agent/Registrar shall sell or transfer all or substantially all of its corporate trust business to any other entity, the Issuer is hereby authorized, in its sole discretion, to approve or disapprove of any resulting successor trustee and/or paying agent/registrar, and in the event and to the extent such successor trustee and/or paying agent/registrar shall not be approved by the Issuer, a successor paying agent/registrar and/or successor trustee shall be appointed by the Issuer in accordance with the provisions set forth in Section 10.6 and Section 10.8 hereinabove, as the case may be.

SECTION 10.11 Trustee Entitled to Indemnity. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture, or to enter any appearance in or in any way defend against any suit, in which it may be made a defendant (except in the case of the Trustee's own negligence), or to take any steps in the execution of the trusts hereby created until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Issuer shall reimburse the Trustee from funds available therefor for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Issuer shall fail to make reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference over any of the Bonds.

SECTION 10.12 Trustee Not Responsible for Execution of Indenture, Acts of the Issuer or Application of Moneys Applied in Accordance with this Indenture. The Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Indenture (except its own execution which it acknowledges) or the validity or sufficiency of the security provided hereunder or in respect of the validity of the Bonds or the due execution or issuance thereof, except as to the authentication of thereof.

The Trustee shall not be under any obligation to see that any duties herein imposed upon any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

The Trustee shall not be liable or responsible because of the failure of the Issuer or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Issuer or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other depository in which such moneys shall have been deposited under the provisions of this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture.

The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents, and to any predecessor Trustee, its directors, officers, employees and agents.

SECTION 10.13 Compensation. The Trustee shall be entitled to reasonable compensation for its ordinary services hereunder consistent with the results of the process by which the Trustee was selected and any extraordinary services rendered hereunder and to reimbursement for all expenses incurred in good faith hereunder, including the compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder. Subject to the provisions of any contract relating to the compensation of the Trustee, the Issuer shall pay to the Trustee as administrative expenses its reasonable fees and charges upon the written request of the Trustee. If the Issuer shall fail to make any payment required by this Section, the Trustee may, but shall be under no obligation to, make such payment from any moneys in its possession under the provisions of this Indenture, and the Trustee shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder.

SECTION 10.14 Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Issuer and not by the Trustee, and the Trustee shall not be under any responsibility for the correctness of the same.

SECTION 10.15 Trustee May Rely on Certificates. Subject to the provisions of Section 10.1(b), the Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert believed by it to be qualified in relation to the subject matter, and the Trustee shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

ARTICLE XI
SALE OF THE SERIES 2014 BONDS

SECTION 11.1 Sale of the Bonds (A) The Series 2014 Bonds shall be sold to Sisung Securities Corporation and Stephens, Inc. (the "Underwriters") in accordance with the Bond Purchase Agreement and the Refunding Act. The Series 2014 Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Chairman, or in his absence the Vice-Chairman, and the Clerk, or in his absence the Assistant Clerk, of the Council are hereby empowered, authorized and directed to execute and deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement this Indenture or to facilitate the sale of the Series 2014 Bonds.

(B) The execution and delivery of the Bond Purchase Agreement attached hereto as Exhibit B, authorizing, approving and awarding the sale of the Series 2014 Bonds to the Underwriters is hereby ratified and approved. The execution and delivery of the Certificate of Determination setting forth the details of the Series 2014 Bonds and other related matters, is hereby ratified and approved.

SECTION 11.2 Preparation of Official Statement . The Council hereby approves the Preliminary Official Statement prepared in connection with the Series 2014 Bonds and approves the preparation of the Official Statement for use in connection with the sale of the Series 2014 Bonds. The Council further authorizes and directs the execution of a final Official Statement by the Chairman, or in his absence the Vice Chairman, of the Council and delivery of such final Official Statement to the Underwriters for use in connection with the public offering of the Series 2014 Bonds..

SECTION 11.3 Continuing Disclosure. Pursuant to 17 CFR 240.15c-12 (the "SEC Continuing Disclosure Rules") the Issuer covenants and agrees for the benefit of the Owners of the Series 2014 Bonds to provide certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of the events enumerated in Section (b)(5)(i)(C) of the SEC Continuing Disclosure Rules, if material. The Annual Report will be filed by the Issuer with each Nationally Recognized Municipal Securities Information Depository ("NRMSIR"), and with the Louisiana State Information Depository ("Louisiana SID"), if any. Any notices of material events shall be filed with each NRMSIR or with the Municipal Securities Rulemaking Board ("MSRB"), and with the Louisiana SID, if any. The specific nature of the information to be contained in the Annual Report or the notice of the information to be contained in the Annual Report or the notice of material events shall be as more fully set forth in the Continuing Disclosure Certificate as the same may be amended from time to time in accordance with its terms. Failure to comply with the SEC Continuing Disclosure Rules shall not constitute an Event of Default; provided however the Owners of the Refunding Bonds may take such action or exercise such remedies as may be provided by law to enforce the obligations of the Issuer under the Continuing Disclosure Agreement.

The Chairman, or in his absence the Vice Chairman, of the Council is hereby empowered, authorized and directed to take any and all action and to execute and deliver any

instrument, document or certificate necessary to effectuate the purposes of this Section, including, without limitation, the Continuing Disclosure Certificate.

ARTICLE XII MISCELLANEOUS

SECTION 12.1 Defeasance a. If the Issuer shall pay or cause to be paid to the owners of all Series 2014 Bonds then Outstanding, the principal or Redemption Price, if any, and interest to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the covenants, agreements and other conditions of the Issuer to the Bondowners shall be discharged and satisfied. In such event, the Paying Agent/Registrar shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent/Registrar shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to this Indenture which are not required for the payment or redemption of the Series 2014 Bonds not theretofore surrendered for payment or redemption.

b. Series 2014 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Series 2014 Bond shall, prior to maturity or redemption thereof, be deemed to have been paid within the meaning and the effect expressed in Paragraph (a) of this Section if (i) in case such Series 2014 Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Trustee in form satisfactory to it irrevocable instructions to give, as provided in Article III of this Indenture, notice of redemption on said date of such Series 2014 Bond, and (ii) there shall have been deposited with the Trustee either cash, Municipal Obligations or noncallable Government Obligations as described in the definition thereof in Section 1.1 in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable Redemption Price thereof, together with all accrued interest. Neither noncallable Government Obligations, obligations secured thereby, cash or Municipal Obligations deposited with the Fiduciary pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Series 2014 Bonds; provided that any cash received from such principal or interest payments on such noncallable Government Obligations or Municipal Obligations deposited with the Trustee shall, to the extent practicable, be reinvested in noncallable Government Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable and interest to become due on said Series 2014 Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

SECTION 12.2 Evidence of Signatures of Bondowners and Ownership of Series 2014 Bonds .

a. Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Bondowners may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondowners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such

act or of an instrument appointing any such attorney, or (ii) the owning by any person of the Series 2014 Bonds shall be sufficient for any purpose of this Indenture (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent/Registrar which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

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

(2) the ownership of Series 2014 Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the Bond Register.

b. Any request or consent by the owner of any Series 2014 Bond shall bind all future owners of such Series 2014 Bond in respect of anything done or suffered to be done by the Issuer, the Trustee or the Paying Agent/Registrar in accordance therewith.

SECTION 12.3 Parties Interested Herein . Except as stated in this Section 12.4, nothing in this Indenture 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 Trustee, the Paying Agent/Registrar, and the Owners of the Series 2014 Bonds any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee, the Paying Agent/Registrar and the owners of the Series 2014 Bonds.

SECTION 12.4 No Recourse Against Members of Governing Authority. No recourse shall be had for the payment of the principal of or interest on the Series 2014 Bonds or for any claim based thereon or on this Indenture against any member of the Governing Authority or officer of the Issuer or any person executing the Series 2014 Bonds.

SECTION 12.5 Successors and Assigns . Whenever in this Indenture 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 Indenture contained by or on behalf of the Issuer shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

SECTION 12.6 Certification of Proceedings This Governing Authority, having investigated the regularity of the proceedings had in connection with the issuance of the Series 2014 Bonds herein authorized and having determined the same to be regular, each of said Series 2014 Bonds shall contain the following recital, to-wit:

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

SECTION 12.7 Severability In case any one or more of the provisions of this Indenture or of the Series 2014 Bonds issued hereunder for any reason should be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Indenture or of the Series 2014 Bonds, but this Indenture and the Series 2014 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 Indenture which validates or makes legal any provision of this Indenture or of the Series 2014 Bonds which would not otherwise be valid or legal shall be deemed to apply to this Indenture and to the Series 2014 Bonds.

SECTION 12.8. Notices. (a) Any notice, demand, direction or other instrument authorized or required by the Indenture to be given to or filed with the Issuer shall be deemed to have been sufficiently given or filed for all purposes hereof if and when sent by registered mail, return receipt requested:

If to the Indenture Trustee, Paying Agent and Bond Registrar:	The Bank of New York Mellon Trust Company, National Association 601 Poydras Street, Suite 2225 New Orleans, LA 70130 Attention: Denis Milliner
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If to the Issuer:	Parish of Jefferson 200 Derbigny Street, Suite 805 Gretna, LA 70054 Attention: Director of Finance
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If to the Financial Advisor:	Government Consultants of Louisiana, Inc. 700 North Tenth Street, Annex Building Baton Rouge, LA 70802 Attention: Shaun Toups
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If to the Underwriters	Sisung Securities, Inc. 201 St. Charles Avenue, Suite 4240 New Orleans, LA 70170 Attention: Kent M. Schexnayder, Vice President
	Stephens, Inc. 445 North Boulevard Suite 802 Baton Rouge, LA 70802

(b) Additionally, the Trustee will accept and act upon instructions or directions pursuant to this Indenture sent by the Issuer by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer shall execute the Trustee's Fax/Email Agreement, shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instruction, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer assumes all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 12.9 Headings . The headings of the various Articles and 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.

Signature Page
To Trust Indenture, dated as of March 1, 2014

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed by the persons thereunto duly authorized as of the day and year first written above.

PARISH OF JEFFERSON, STATE OF LOUISIANA

Chairman, Jefferson Parish Council

Attest:

Eula A. Lopez, Clerk
Jefferson Parish Council

The Bank of New York Mellon Trust Company, N.A.
as Trustee

[SEAL]

Authorized Signature

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APPENDIX E

LIST OF REFUNDED BONDS

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LIST OF REFUNDED BONDS

**\$5,110,000
PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE BONDS
(SECOND PARISH COURT PROJECT)
SERIES 2003**

Maturity Date	Principal Amount	Interest Rate
03/01/2015	135,000	4.000%
03/01/2016	140,000	4.000%
03/01/2017	145,000	4.100%
03/01/2018	150,000	5.250%
03/01/2019	155,000	5.250%
03/01/2020	165,000	5.250%
03/01/2032		4.750%
03/01/2033	2,995,000	4.750%

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APPENDIX F
CONTINUING DISCLOSURE AGREEMENT

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APPENDIX F

CONTINUING DISCLOSURE CERTIFICATE

\$4,010,000

**PARISH OF JEFFERSON, STATE OF LOUISIANA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(SECOND PARISH COURT PROJECT) SERIES 2014**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Parish of Jefferson, State of Louisiana (the "Issuer") in connection with the issuance of its Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (the "Series 2014 Bonds") for the purpose of current refunding all of the Issuer's Outstanding Public Improvement Revenue Bonds (Second Parish Court Project) Series 2003 maturing March 1, 2015 to March 1, 2033 (the "Refunded Bonds"), plus interest to the redemption date. Hereinafter the Series 2014 Bonds will be referred to as such, except where otherwise specifically noted. The Series 2014 Bonds are being issued pursuant to (a) Ordinance No. 24529 (the "Ordinance") adopted on July 24, 2013 by the Jefferson Parish Council and (b) a Trust Indenture by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), dated as of March 1, 2014 (the "Indenture"). The Issuer covenants and agrees as follows:

SECTION 1. Definitions.

In addition to the definitions set forth in the Ordinance which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any Bondholder which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including holding Bonds through nominees, depositories or intermediaries).

"Dissemination Agent" shall mean the Financial Director of the Parish of Jefferson, State of Louisiana (the "Parish") or any other Dissemination Agent designated by the Issuer.

"EMMA" shall mean the internet-based portal referred to as the Electronic Municipal Market Assess system operated and maintained by the MSRB, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purposes of the Rule. The continuing disclosure documents must be provided to the EMMA in word-searchable portable document format (PDF). The online address of EMMA is www.emma.msrb.org.

"Fiscal Year" shall mean January 1 through December 31.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean the Issuer.

"Official Statement" shall mean the Official Statement, dated February 27, 2014, related to the Series 2014 Bonds.

“Participating Underwriter” shall mean any of the original Purchasers (as defined by the Ordinance) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Report Date” shall mean a date each year no later than six (6) months from the end of the Issuer’s fiscal year, beginning with the first fiscal year ending after issuance of the Bonds, with the first such report date being not later than June 30, 2015.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

SECTION 2. Purpose of the Disclosure Certificate.

This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the owners of the Bonds, including Beneficial Owners, and the Participating Underwriter, and in order to assist the Participating Underwriter in complying with the Rule. Pursuant to this Disclosure Certificate, annual financial information and notices of certain events will be provided by or on behalf of the Issuer.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent, in each year no later than 180 days from the end of the Issuer’s fiscal year, beginning with the first fiscal year ending after issuance of the Bonds, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB and may cross-reference other information as provided in Section 4 hereof; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice in the same manner as for a Listed Event under Section 5 of the change of fiscal year and the new Report Date to the Trustee and to the MSRB; provided that the new Report Date shall be one hundred eighty (180) days after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration.

(c) If the Dissemination Agent is unable to provide to the MSRB an Annual Report by the date required in (a) above, the Issuer shall send a Notice of Failure to File Annual Report to MSRB, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Issuer (if the Dissemination Agent is not the Issuer) certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

(e) Until otherwise designated by the MSRB or the SEC, the filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at www.emma.msrb.org.

SECTION 4. Content of Annual Reports.

The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements for the preceding fiscal year and the accounting principles pursuant to which the Audited financial statement were prepared. If the Issuer is unable to provide the audited financial statements by the

date required in Section 3(a) above, the Issuer shall provide unaudited financial statements, and, as required by the Rule, audited financial statements, when and if available, must thereafter be provided.

(b) An update of the information contained in APPENDIX A to the Official Statement, to the extent not included in the financial statements (including notes thereto).

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA or which have been filed with the SEC. If the document incorporated by reference is a deemed final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events.

(a) This section shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or events affecting the tax-exempt status of the Bonds;
- (vii) Modifications to rights of Bondholders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person (for the purposes of the event identified in this Section 5(a)(xii), the event is considered to occur when any one of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceedings under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person);
- (xiii) The consummation of a merger, consolidation, acquisition involving an Obligated Person, or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
- (xiv) Appointment of a successor or additional trustee or the change of the name of a trustee, if material.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall direct the Dissemination Agent to file as soon as possible, but in no event more than ten business days after the occurrence of the event, a notice of such occurrence with the MSRB.

SECTION 6. Mandatory Electronic Filing with EMMA.

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the Rule. Any document submitted to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB, and shall be submitted in word-searchable PDF format (without regard to diagrams, images and other non-textual elements.)

SECTION 7. Termination of Reporting Obligation.

The obligations of the Issuer under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. In addition, any provision hereof and any provision relating to the Rule as set forth above shall be null and void in the event that the Issuer delivers to the Trustee an opinion of counsel expert in federal securities laws selected by the Issuer to the effect that those portions of the Rule which require this Disclosure Certificate, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; provided that the Issuer shall have provided notice of such delivery and the cancellation of this Disclosure Certificate to EMMA. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give, or cause to be given, notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. Dissemination Agent.

The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report provided by the Issuer pursuant to this Disclosure Certificate. The Dissemination Agent (if other than the Issuer) may resign by providing thirty (30) days written notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

SECTION 9. Amendment; Waiver.

Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds;
- (b) This Disclosure Certificate, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the Bondholders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bondholders, (ii) does not materially impair the interests of the Bondholders or Beneficial Owners of the Bonds, as determined by an opinion of counsel expert in federal securities laws selected by the Issuer, or (iii) is necessary to comply with a change in legal requirements or other change in law, including any change in the requirements of the Rule.

In the event of any such amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report relating to the Issuer and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of change of accounting principles, on the presentation) of financial information or operating data being presented by or in respect of the Issuer. Further, if an amendment is made to an undertaking hereunder specifying the accounting principles to be

followed in preparing the audited financial statements, the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the audited financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information.

Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall not have any obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default.

In the event of a failure of the Issuer, or the Dissemination Agent, to comply with any provision of this Disclosure Certificate, any Bondholder (including any owner of a beneficial interest in the Bonds) may take such actions as may be necessary and appropriate, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries.

This Disclosure Certificate shall inure solely to the benefit of the Dissemination Agent and owners (including any owner of a beneficial interest in the Bonds) from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Other Stipulations.

Any document submitted to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB. Any document submitted to the MSRB pursuant to this Disclosure Certificate shall be word-searchable (without regard to diagrams, images and other non-textual elements).

IN FAITH WHEREOF, the undersigned has executed this Disclosure Certificate on this 18th day of March, 2014.

PARISH OF JEFFERSON, STATE OF LOUISIANA

By: _____
Name:
Title:

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APPENDIX G

ORIGINAL AND AMENDMENT OF THE COOPERATIVE ENDEAVOR AGREEMENT

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COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement, hereinafter "CEA", made and entered into this 1ST day of March, 2003, by and between the PARISH OF JEFFERSON, STATE OF LOUISIANA (the "Parish"), herein represented by the Chairman of the Jefferson Parish Council and the SECOND PARISH COURT FOR THE PARISH OF JEFFERSON, by the judges of the First and Second Parish Courts, acting en banc, (the "Judiciary");

WITNESSETH:

WHEREAS, there was created pursuant to the provisions of LSA - R.S. 13:2561.1 the First Parish Court for the Parish of Jefferson, State of Louisiana ("First Parish Court"); and

WHEREAS, there was created pursuant to the provisions of LSA - R.S. 13:2562.1 the Second Parish Court for the Parish of Jefferson, State of Louisiana ("Second Parish Court", which together with First Parish Court are jointly hereinafter referred to as "Parish Courts"); and

WHEREAS, as authorized by LSA - R.S. 13:2562.24, the First Parish Court and the Second Parish Court impose and collect service charges which are deposited into the Judicial Building Fund which are dedicated to the acquisition, construction, equipping and maintenance of new courts or other judicial facilities and for the maintenance and payment of any bond indebtedness on any such existing facilities; and

WHEREAS, as authorized by LSA - R.S. 13:2562.22, the First Parish Court and Second Parish Court impose and collect court costs which are deposited into the Judicial Expense Fund and which may be used for any purpose or purposes connected with, incidental to, or related to the proper administration or function of the Parish Courts; and

WHEREAS, the Judiciary has control over the Judicial Expense Fund and all disbursements made therefrom; and the Jefferson Parish Council, as governing authority of the parish of Jefferson, has control over the Judicial Building Fund and all disbursements made therefrom; and

WHEREAS, under the provisions of LSA - R.S. 13:2562.16 the Parish of Jefferson is required to provide suitable space for the operation of the Second Parish Court and the Jefferson Parish Council has determined, in consultation with the

Judiciary that it is necessary to acquire, construct and equip a new court facility for the Second Parish Court (the "Facility"); and

WHEREAS, it has also been determined that the cost of the Facility will be financed partially through the issuance of revenue bonds of the Parish of Jefferson payable solely from Second Parish Court revenues collected pursuant to LSA - R.S. 13:2562.22 and 13:2562.24 (the "Second Parish Court Revenues"); and

WHEREAS, the Parish has advertised for construction bids for the Facility; and

WHEREAS, it is necessary that this CEA be effected by and between the Judiciary and the Parish, in order to approve the proposed financing and the application and dedication of Second Parish Court Revenues to the payment of debt service on the revenue bonds; and

WHEREAS, the Jefferson Parish Council, by Resolution No. 97887 adopted on February 26, 2003, authorized the PARISH, appearing herein through Aaron F. Broussard, Chairman of the Jefferson Parish Council, to enter into this cooperative endeavor agreement;

NOW THEREFORE, it is hereby agreed between the JUDICIARY and the PARISH that:

Article 1 Facility

A. The Parish will construct and acquire a building to house the Second Parish Court of the Parish of Jefferson (the "Facility"), and provide for the equipping thereof. The cost of said Facility shall be payable from funds derived from revenue bonds to be issued by the Parish in an amount not exceeding \$5,500,000 and other funds available therefor on deposit with the Judiciary.

B. As used herein "Facility Costs" shall include, but not be limited to,:

(i) obligations incurred by the Parish with respect to the construction, renovation and equipping the Facility, for labor, materials and services provided by contractors, builders and others in connection with the construction and equipping of the Facility, machinery and equipment, necessary water and sewer lines and connections, utilities and landscaping, the restoration or relocation of any property damaged or destroyed in connection with such construction and the reasonably allocable expenses of the Parish with respect to the Facility;

(ii) the cost of borings and other preliminary investigations, if any, to determine foundation or other conditions, expenses necessary or incident to

determining the feasibility or practicability of constructing the Facility and fees and expenses of engineers, architects, management consultants for making studies, costs of environmental surveys, reports and remediation, and fees and expenses of engineers and architects for preparing plans and specifications and supervising construction as well as for the performance of all other duties of engineers and architects set forth herein in relation to the acquisition and construction of the Facility and the issuance of the Bonds therefor;

(iii) all other items of expense not elsewhere in this Section specified incident to the construction and equipping of the Facility and the financing thereof, including professional fees, moving expenses, surveys and other expenses in connection with such acquisition, legal fees and expenses, and expenses of administration and overhead, all properly chargeable, to the acquisition, construction and equipping of the Facility; and

(iv) any obligation or expense heretofore or hereafter incurred or paid by the Parish for or in connection with any of the foregoing purposes.

Article 2 Bonds

The Parish will issue not exceeding \$5,500,000 of revenue bonds, maturing over a period of not exceeding thirty (30) years, bearing interest at a rate or rates not exceeding six percent (6%) per annum (the "Bonds") and to be secured solely by the Second Parish Court Revenues and, to the extent necessary, legally available funds of the Parish.

Article 3 Judiciary Covenants

A. The Judiciary does hereby approve the dedication and pledge by the Parish for the payment of principal of and interest on the Bonds for the life of said Bonds all revenues collected pursuant to LSA - R.S. 13:2562.24 by the Second Parish Court (the "Second Parish Court Judicial Building Fund Revenues") and deposited in a separate fund to be designated as the Second Parish Court Judicial Building Fund. The Judiciary acknowledges that the Second Parish Court Judicial Building Fund Revenues will be used to secure the payment of the Bonds, and covenants not to cause the reduction, repeal or rescission of the maximum charges collected pursuant to LSA - R.S. 132562.24 so long as the Bonds are outstanding and that the amount to be dedicated to the payment of the Bonds shall be a first priority lien on the Second Parish Court Judicial Building Fund Revenues.

B. To supplement the Second Parish Court Judicial Building Fund Revenues and in the event that they are insufficient to pay principal of and interest on

the Bonds in any year, the Judiciary does hereby irrevocably dedicate and pledge for the life of said Bonds revenues collected pursuant to LSA - R.S. 13:2562.22 by the Second Parish Court (the "Second Parish Court Judicial Expense Fund Revenues") in the amount sufficient and necessary to pay principal of and interest on the Bonds in any such year. The Judiciary covenants not to cause the reduction, repeal or rescission of the maximum costs authorized to be taxed and collected pursuant to LSA - R.S. 13:2562.22 so long as the Bonds are outstanding and the amount so dedicated to the payment of the Bonds shall be a lien on the Second Parish Court Judicial Expense Fund Revenues.

C. Commencing from the date of the Bonds, the Judiciary will transfer or cause to be transferred to the Parish in equal monthly payments Second Parish Court Judicial Expense Fund Revenues which, together with the Second Parish Court Judicial Building Fund Revenues, will be sufficient to pay on the next principal and/or interest payment date ("Payment Date") the amount falling due and payable on such date. Judiciary will annually budget such Second Parish Court Judicial Expense Fund Revenues in the amount required to make monthly payments and shall transfer or cause to be transferred said monthly amounts to the Director of Finance of the Parish in each fiscal year pursuant to procedures established with the Parish. In no event will the payments of Second Parish Court Judicial Expense Fund Revenues exceed the amount required to pay debt service on the Bonds.

D. On the date when the proceeds of the Bonds are deposited into the construction fund established by the Parish for the construction of the Facility, the Judiciary covenants to transfer to the Parish for deposit into the construction fund an amount of approximately \$2,100,000 ("Second Parish Court Contribution") based upon estimated total Facility Costs.

Article 4 Parish Covenants

A. Parish covenants to issue the Bonds and apply the funds, after payment of the costs of issuance, together with the Second Parish Court Contribution, to the construction, acquisition and equipping of the Facility. Parish further covenants that it will issue no other bonds or bonded indebtedness secured by or payable from the Second Parish Court Judicial Building Fund Revenues and the Second Parish Court Judicial Expense Fund Revenues without the prior approval of the Judiciary.

B. The Parish covenants and agrees that in the event the total of the sums to be received by the Parish from the Second Parish Court Judicial Building Fund Revenues and the Second Parish Court Judicial Expense Fund Revenues shall ever be projected to be or actually will be less than the debt service due on the Bonds in any current or future bond year, the Parish shall cause to be prepared and adopted by appropriate proceedings a budget of the Parish which shall provide for legally available

funds of the Parish to pay an amount sufficient to pay any deficiency in the sinking fund established for the payment of debt service on the Bonds.

C. To the extent that the Parish advances any moneys pursuant to Article IV(B), the Judiciary will reimburse such advances to the Parish from any legally available sources, after prior payment of customary and necessary costs and expenses of operating and administering the Second Parish Court, within one calendar year from the date of each advance or as soon as moneys are available therefor.

Article 5
EFFECTIVE DATE AND TERM

This CEA shall be effective from the date of its approval by the signatures of the parties hereto and shall remain in effect until the Bonds have been paid in full in principal and interest.

Article 6
AMENDMENT OF CEA

The parties hereto agree that any amendment hereto shall be in writing. This CEA may be supplemented in writing by approval of all parties hereto for the purposes of defining and explaining the terms hereof or providing for procedures to implement the terms hereof, not inconsistent with this CEA.

Article 7
Further Actions

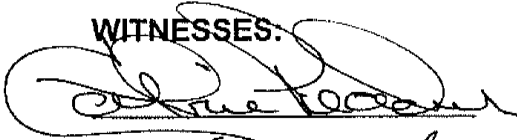
In furtherance of the implementation of this CEA, the Judiciary and the Parish agree to take any and all actions necessary or advisable to effect the transactions described herein including, without limitation, the execution and delivery of any additional agreements, certificates, waivers, consents, amendments or other agreements or instruments deemed mutually reasonable and appropriate by the parties hereto.

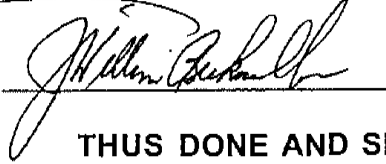
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(Signature Page)

THUS DONE AND SIGNED, this 26th day of March, 2003, at Gretna, Louisiana.

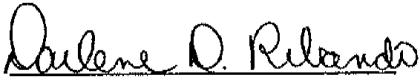
WITNESSES:

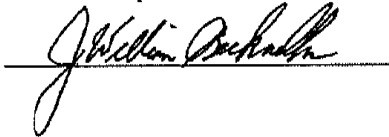




THUS DONE AND SIGNED, this 26th day of March, 2003, at Gretna, Louisiana.


WITNESSES:





PARISH OF JEFFERSON

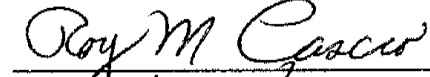
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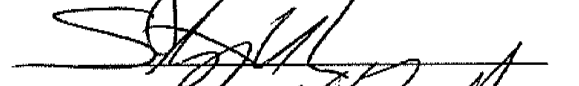
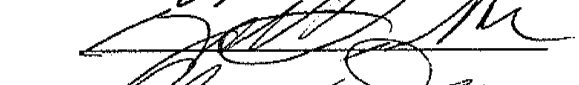


AARON F. BROUSSARD
Council Chairman
PARISH OF JEFFERSON

JUDGES, EN BANC

JEFFERSON PARISH COURTS

By:



AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT

This AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT, dated as of March 1, 2014 (the "Amendment"), is entered into by and among the PARISH OF JEFFERSON, LOUISIANA (the "Parish"), said Parish being a political subdivision of the State and the SECOND PARISH COURT FOR THE PARISH OF JEFFERSON, by the judges of the First and Second Parish Courts, acting en banc, (the "Judiciary"); to amend that certain Cooperative Endeavor Agreement (the "Agreement"), dated as of March 1, 2003, by and among the Parish and the Judiciary. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, the Parish issued its Public Improvement Revenue Bonds (Second Parish Court Project), Series 2003 (the "Series 2003 Bonds") which financed the acquisition, construction and equipping of the Second Parish Court Building; and

WHEREAS, the Parish and the Judiciary entered into the Cooperative Endeavor Agreement dated as of March 1, 2003 (the "Agreement") to set forth the obligations of each party with respect to the Series 2003 Bonds;

WHEREAS, the Parish has advised the Judiciary that savings can be realized by refunding the Series 2003 Bonds through the issuance by the Parish of its Public Improvement Revenue Refunding Bonds (Second Parish Court Project) Series 2014 (the "Series 2014 Bonds"); and

WHEREAS, the Jefferson Parish Council, by Ordinance No 24529 adopted on July 24, 2013, authorized the Parish, to enter into this Amendment with the Judiciary; and

WHEREAS, it is necessary that this Amendment be effected by and between the Judiciary and the Parish, in order to approve the proposed financing and the application and dedication of Second Parish Court Revenues to the payment of debt service on the Series 2014 Bonds; and

WHEREAS, the Judiciary desires to reimburse certain funds advanced by the Parish to pay a portion of debt service on the Series 2003 Bonds.

NOW, THEREFORE, in consideration of the mutual benefits herein conferred and other good and valuable consideration, the Parish and the Judiciary hereby covenant and agree with one another as follows:

SECTION I. Article 2 of the Agreement is deleted in its entirety and restated as follows:

The Parish will issue not exceeding \$4,550,000 Series 2014 Bonds, maturing not later than March 1, 2033, bearing interest at a rate or rates not exceeding five and one-half percent (5-1/2%) per annum to be secured solely by the Second Parish Court Revenues and, to the extent necessary, legally available funds of the Parish.

SECTION 2. Article 3(D) of the Agreement is deleted in its entirety.

SECTION 3. Article 4(A) of the Agreement is deleted in its entirety and restated as follows:

A. Parish covenants to issue the Bonds and apply the funds, after payment of the costs of issuance, to the refunding of the Series 2003 Bonds. Parish further covenants that it will issue no other bonds or bonded indebtedness secured by or payable from the Second Parish Court Building Fund Revenues and the Second Parish Court Judicial Expense Fund Revenues without the prior approval of the Judiciary.

SECTION 4. The Judiciary authorizes the Trustee for the Series 2003 Bonds to release to the Parish \$_____ upon defeasance of the Series 2003 Bonds which represents a partial repayment of funds owed by the Judiciary to the Parish for money advanced by the Parish for the payment of debt service on the Series 2003 Bonds pursuant to the Cooperative Endeavor Agreement.

SECTION 5. All other provisions of the Agreement dated as of March 1, 2003 not amended by this Amendment to Cooperative Endeavor Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parish and the Judiciary have caused this Amendment to be executed and delivered this 1st day of March , 2014.

(Signature Page)

THUS DONE AND SIGNED, this 1st day of March, 2014, at Gretna, Louisiana.

PARISH OF JEFFERSON, STATE OF LOUISIANA

By: _____

Chairman

THUS DONE AND SIGNED, this 1st day of March, 2014, at Gretna, Louisiana.

WITNESSES:

JUDGES, EN BANC

JEFFERSON PARISH COURTS

By: _____

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