

**SUPPLEMENT TO OFFICIAL STATEMENT DATED FEBRUARY 5, 2015**

**Relating to**

**\$80,460,000**

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL  
FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY  
REVENUE REFUNDING BONDS  
(CITY OF BOSSIER CITY, LOUISIANA PROJECT)  
SERIES 2015**

This Supplement updates the Official Statement dated February 5, 2015 (the “*Official Statement*”) delivered by the Louisiana Local Government Environmental Facilities and Community Development Authority in connection with the issuance of the above captioned bonds (the “*Bonds*”), and is deemed to be an integral part of the Official Statement. The information contained in this Supplement is intended to supplement and clarify certain information contained in the Official Statement.

The inside cover page of the Official Statement provides that the interest rate on the Bonds maturing November 1, 2030 is 5.00% per annum. Such interest rate is incorrect. The interest rate on the Bonds maturing November 1, 2030 is 3.00% per annum.

Please permanently attach the enclosed Supplement to the inside cover page of the Official Statement.

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL  
FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY**

Date: February 23, 2015

## MATURITY SCHEDULE

**\$80,460,000**

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES  
AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE REFUNDING BONDS  
(CITY OF BOSSIER CITY, LOUISIANA PROJECT)  
SERIES 2015**

**BASE CUSIP<sup>†</sup>: 546282**

<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP<sup>†</sup></u>
2018	\$2,545,000	4.00%	1.040%	110.597	F25
2019	2,645,000	5.00%	1.260%	116.867	F33
2020	2,780,000	5.00%	1.540%	118.678	F41
2021	2,915,000	5.00%	1.780%	120.131	F58
2022	3,065,000	5.00%	2.010%	121.122	F66
2023	3,190,000	5.00%	2.220%	121.785	F74
2024	3,375,000	5.00%	2.350%	122.775	F82
2025	3,550,000	5.00%	2.460%	123.683	F90
2026	200,000	4.00%	2.600%	112.956 <sup>C</sup>	G24
2026	3,525,000	5.00%	2.600%	122.213 <sup>C</sup>	G32
2027	2,345,000	3.50%	2.800%	106.409 <sup>C</sup>	G40
2027	1,600,000	5.00%	2.690%	121.278 <sup>C</sup>	G57
2028	4,065,000	3.00%	3.125%	98.616	G65
2029	4,195,000	3.00%	3.180%	97.901	G73
2030	4,320,000	3.00%	3.230%	97.188	G81

\$9,120,000 5.00% Term Bonds due November 1, 2032; Price: 117.626<sup>C</sup>; CUSIP<sup>†</sup> G99  
\$15,465,000 5.00% Term Bonds due November 1, 2035; Price: 116.437<sup>C</sup>; CUSIP<sup>†</sup> H23  
\$11,560,000 3.50% Term Bonds due November 1, 2037; Price: 98.000; CUSIP<sup>†</sup> H31

<sup>C</sup> Priced to first par call date of November 1, 2025.

<sup>†</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of S&P Capital I.Q., a business line of the McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. CUSIP data herein is provided for convenience of reference only. Neither the Authority, the Financial Advisor, the Borrower, nor the Underwriters and their agents take any responsibility for the accuracy of such data now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

*In the opinion of Joseph A. Delafield, A Professional Corporation, Bond Counsel, under existing law and assuming continuing compliance with certain covenants designed to satisfy the applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes. Bond Counsel is further of the opinion that, under existing law, interest on the Bonds is not a specific item of tax preference for purposes of calculating the federal alternative tax imposed on individuals and corporations (although such interest may be included in adjusted current earnings in calculating the federal alternative minimum tax imposed on certain corporations). In addition, Bond Counsel is further of the opinion that pursuant to the Refunding Act (as hereinafter defined), the Bonds (as hereinafter defined) and the income therefrom shall be exempt from all taxation by the State of Louisiana or any political subdivision thereof. See “TAX EXEMPTION” and the proposed form of opinion of Bond Counsel attached hereto as APPENDIX F.*



**\$80,460,000**  
**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL  
FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY  
REVENUE REFUNDING BONDS  
(CITY OF BOSSIER CITY, LOUISIANA PROJECT)  
SERIES 2015**

**Dated: Date of Delivery****Due: As shown on inside cover page**

This Official Statement is furnished in connection with the issuance by the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”), a political subdivision of the State of Louisiana (the “State”) of its \$80,460,000 Revenue Refunding Bonds (City of Bossier City, Louisiana Project) Series 2015 (the “Bonds”), pursuant to and secured by a Trust Indenture dated as of March 1, 2015 (the “Indenture”), by and between the Authority and Whitney Bank, as trustee (the “Trustee”). The Bonds will mature at the times and in the amounts as set forth on the inside cover page hereof. The Bonds are being issued by the Authority under and in full compliance with the hereinafter defined Act and the hereinafter defined Refunding Act.

The Bonds are registered bonds, without coupons, in denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof (the “Authorized Denominations”). The Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds (the “Securities Depository”). Individual purchases of the Bonds will be made in book-entry form and individual purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. Purchases of the Bonds may be made only in book-entry form in Authorized Denominations by credit to participating broker-dealers and other institutions on the books of DTC as described herein. The principal of premium, if any, and interest on the Bonds will be payable by the Trustee to the Securities Depository, which will remit such payments in accordance with its normal procedures, as described herein.

The Bonds will be dated their date of delivery, and will bear interest from such date at the rates set forth on the inside cover page hereof payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2015.

The Bonds are authorized by resolutions adopted by the Executive Committee of the Authority on October 9, 2014 and December 11, 2014 and secured by the Indenture, all pursuant to the laws of the State of Louisiana, particularly Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended. The proceeds of the Bonds will be loaned by the Authority to the City of Bossier City, State of Louisiana (the “Borrower” or the “City”) pursuant to a Loan Agreement dated as of March 1, 2015 (the “Agreement”), by and between the Authority and the Borrower. The proceeds of the Bonds will be used by the Borrower for the purpose of providing funds (i) to advance refund the Authority’s Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2007, maturing November 1, 2018, to and including November 1, 2028, November 1, 2032, November 1, 2034 and November 1, 2037, in the aggregate principal amount of \$80,335,000 (the “Refunded Bonds”); and (ii) to pay the costs of issuance of the Bonds.

**The Bonds are subject to optional redemption and mandatory sinking fund redemption in the manner and at the times described herein.**

The Bonds are limited and special obligations of the Authority payable solely from and secured by, an assignment and a pledge by the Authority to the Trustee of (i) payments and other revenues to be received by the Authority under the Agreement, and (ii) certain funds held by the Trustee pursuant to the Indenture pursuant to which Bonds are issued and secured. No other assets of the Authority are available for payment of the principal of, premium, if any, or interest on the Bonds.

The Borrower is pledging its Lawfully Available Funds (as hereinafter defined) to secure its payment obligations under the Agreement.

THE BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE AUTHORITY AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OF LOUISIANA (THE “STATE”) OR ANY AGENCY, BOARD OR POLITICAL SUBDIVISION THEREOF OTHER THAN THE BORROWER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY AGENCY, BOARD OR POLITICAL SUBDIVISION THEREOF OTHER THAN THE BORROWER IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE BONDS ARE NOT A GENERAL OBLIGATION OF THE AUTHORITY (WHICH RECEIVES NO FUNDS FROM ANY TAX) BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE PAYMENTS MADE BY THE BORROWER PURSUANT TO THE AGREEMENT AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE AUTHORITY HAS NO POWER TO TAX.

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 the making of an informed investment decision.

The Bonds are offered when, as and if issued, subject to the approving opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by James D. Hall, Esq., Bossier City, Louisiana and for the Authority by Breithaupt, Dunn, DuBos, Shafto & Wolleson, L.L.C., Monroe, Louisiana. Certain legal matters will be passed upon for the Underwriters by their counsel, Breazeale, Sachse & Wilson, L.L.P., Baton Rouge, Louisiana. It is expected that the Bonds will be available for delivery in book-entry only form to DTC, New York, New York, on or about March 4, 2015, against payment therefor.

**Stephens Inc.**

**Sisung Securities Corporation**

## MATURITY SCHEDULE

**\$80,460,000**

**LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES  
AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE REFUNDING BONDS  
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NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE AUTHORITY, THE CITY OF BOSSIER CITY, STATE OF LOUISIANA (THE “BORROWER”) OR STEPHENS INC. AND SISUNG SECURITIES CORPORATION (COLLECTIVELY, 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 AUTHORITY, THE BORROWER OR THE UNDERWRITERS. 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 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 AUTHORITY OR THE UNDERWRITERS AS TO THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION. ALL OTHER INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BORROWER 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 AUTHORITY, THE BORROWER OR DTC SINCE THE DATE HEREOF. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE AUTHORITY, THE BORROWER OR THE UNDERWRITERS AND ANY OR MORE OF THE PURCHASERS OR REGISTERED OWNERS OF THE BONDS.

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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 UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS HEREOF CAPTIONED “**THE AUTHORITY**” AND “**LITIGATION-THE AUTHORITY,**” NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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BY ITS PURCHASE OF THE 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 BONDS.

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

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 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 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 PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 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 BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

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THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE STATE AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

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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.

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THE FINAL OFFICIAL STATEMENT WILL BE PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND FORM (“ORIGINAL BOUND FORMAT”) OR ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM). THE FINAL OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

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THIS OFFICIAL STATEMENT IS MARKED WITH A DATED DATE AND SPEAKS ONLY AS OF THAT DATED DATE. READERS ARE CAUTIONED NOT TO ASSUME THAT ANY INFORMATION HAS BEEN UPDATED BEYOND THE DATED DATE EXCEPT AS TO ANY PORTION OF THE OFFICIAL STATEMENT THAT EXPRESSLY STATES THAT IT CONSTITUTES AN UPDATE CONCERNING SPECIFIC RECENT EVENTS OCCURRING AFTER THE DATED DATE OF THE OFFICIAL STATEMENT. ANY INFORMATION CONTAINED IN THE PORTION OF THE OFFICIAL STATEMENT INDICATED TO CONCERN RECENT EVENTS SPEAKS ONLY AS OF ITS DATE. THE AUTHORITY AND THE BORROWER EXPRESSLY DISCLAIM ANY DUTY TO PROVIDE AN UPDATE OF ANY INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT, EXCEPT AS AGREED UPON BY THE BORROWER PURSUANT TO THE CONTINUING DISCLOSURE CERTIFICATE, A FORM OF WHICH IS INCLUDED HEREIN AS “**APPENDIX G**” HERETO.

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## OFFICIAL STATEMENT

**\$80,460,000**

### **LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE REFUNDING BONDS (CITY OF BOSSIER CITY, LOUISIANA PROJECT) SERIES 2015**

#### INTRODUCTORY STATEMENT

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds (as hereinafter defined) to potential investors is made only by means of the entire Official Statement.*

#### **Authority and Purpose**

The purpose of this Official Statement, including the cover page and the attached Appendices, is to set forth information concerning the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Authority*”), the City of Bossier City, State of Louisiana (the “*Borrower*” or the “*City*”), and the \$80,460,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (City of Bossier City, Louisiana Project) Series 2015 (the “*Bonds*”) to be issued pursuant to and secured under the Trust Indenture dated as of March 1, 2015 (the “*Indenture*”), by and between the Authority and Whitney Bank, Baton Rouge, Louisiana, as trustee (the “*Trustee*”).

The Bonds are to be issued by the Authority, pursuant to and in accordance with the provisions of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the “*Act*”) and the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the “*Refunding Act*”), and the proceeds of the Bonds will be loaned by the Authority to the Borrower to be used for the purpose of providing funds (i) to advance refund the Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvements Projects), Series 2007, maturing November 1, 2018, to and including November 1, 2028, November 1, 2032, November 1, 2034 and November 1, 2037, in the aggregate principal amount of \$80,335,000 (the “*Refunded Bonds*”); and (ii) to pay the costs of issuance of the Bonds. See “**PLAN OF REFUNDING**” herein.

The Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvements Projects), Series 2007, maturing November 1, 2015, to and including November 1, 2017, in the aggregate principal amount of \$6,825,000 (the “*Unrefunded Bonds*”), are not being refunded with the proceeds of the Bonds and will remain outstanding.

The Refunded Bonds were issued pursuant to and secured by a Trust Indenture dated as of November 1, 2007 (the “*Series 2007 Indenture*”), by and between the Authority and The Bank of New York Trust Company, N.A., as trustee. The Refunded Bonds were issued for the purpose of acquiring, constructing or improving streets and roads, parks and recreational facilities, and economic development facilities within the City, purchasing a reserve fund surety bond, and paying the costs of issuance of the Refunded Bonds.

## **Security Arrangements**

The Bonds are secured pursuant to the Indenture by (i) an assignment and pledge by the Authority to the Trustee, for the benefit of the Bondholders, of all of its right, title and interest in and to the Loan Agreement dated as of March 1, 2015 (the “*Agreement*”) by and between the Authority and the Borrower and all payments and other revenues to be received thereunder (excepting the Authority’s rights to exculpation, indemnification and payment of expenses thereunder), and (ii) certain funds held by the Trustee pursuant to the Indenture (collectively, the “*Trust Estate*”).

The Bonds are payable solely from and secured by the Lawfully Available Funds (as hereinafter defined) of the Borrower, which secure its payment obligations under the Agreement. For purposes herein, “*Lawfully Available Funds*” means the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that neither the full faith and credit of the Borrower nor any specific tax of the Borrower is pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

## **The Borrower**

The City of Bossier City, State of Louisiana, is a municipal corporation and political subdivision of the State of Louisiana (the “*State*”) created pursuant to the Louisiana Constitution of 1974, as amended, and the Louisiana Revised Statutes of 1950, as amended, and is the Borrower under the Agreement.

## **Limited Liability**

The Bonds are limited and special obligations of the Authority payable solely from and secured by an assignment and pledge of the Trust Estate pursuant to the Indenture. No other assets of the Authority are available for payment of the principal of, or interest on, the Bonds.

## **Definitions**

Certain capitalized terms used in this Official Statement and not otherwise defined herein shall have the meaning given to such terms in “**APPENDIX A – DEFINITIONS AND SUMMARIES OF THE PRINCIPAL FINANCING DOCUMENTS**” attached hereto.

## **THE AUTHORITY**

The Louisiana Local Government Environmental Facilities and Community Development Authority is a political subdivision of the State of Louisiana, organized under the provisions of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 33:4548.1 through 33:4548.16) (the “*Act*”). The purpose of the Authority is, among others enumerated in the Act, to assist in financing programs or loans to political subdivisions (as defined in the Act) in the State of Louisiana.

The Authority is governed by a Board of Directors whose membership is limited to those representatives of political subdivisions of the State maintaining membership in the Authority (each a

“*Participating Political Subdivision*”) whose governing authorities have adopted a resolution indicating their intention to participate in the Authority. Each Participating Political Subdivision may appoint a Director in accordance with the Act. Directors are appointed for two (2) year terms and may be removed for just cause. Officers are elected by and from the ranks of the members of the Board of Directors and consist of a Chairman, Vice-Chairman and Secretary-Treasurer. Officers serve one (1) year terms and may not be re-elected for successive terms in any one office.

Pursuant to the Authority’s by-laws, the Board of Directors has established an Executive Committee (the “*Executive Committee*”) and, in accordance with the Act, delegated certain duties and authorities to the Executive Committee. The Executive Committee consists of seven members, three of whom are the officers of the Authority and serve as *ex-officio* members for as long as they remain officers of the Board of Directors. The remaining four (4) members are elected at an annual meeting of the Board of Directors and serve as *at-large* members with one member elected for a term of one (1) year, one member elected for a term of two (2) years, one member elected for a term of three (3) years and one member elected for a term of four (4) years. An at-large member may not be re-elected to the Executive Committee as an at-large member and his successor shall be elected for a four (4) year term. The Executive Committee is required to make an annual report to the Board of Directors at its annual meeting. Provision is made in the by-laws to make the minutes of all Executive Committee meetings available to members of the Board of Directors.

The current members of the Executive Committee, their positions, terms of office and respective Participating Political Subdivision are as follows:

<u>Present Committee Members</u>	<u>Position</u>	<u>Term Expires</u>	<u>Participating Political Subdivision</u>
Mayor Billy D’Aquila	Chairman	12/31/15	Town of St. Francisville
Ms. Mary S. Adams	Vice-Chairman	12/31/16	Varnado Waterworks District
Mr. Julian E. Dufreche	Secretary/Treasurer	12/31/15	Tangipahoa Parish Clerk of Court
Mr. Mack Delafosse	Member	12/31/15	Calcasieu Parish School Board
Mayor David Camardelle	Member	12/31/16	Town of Grand Isle
Mayor David C. Butler, II	Member	12/31/17	Town of Woodworth
Mr. Lynn Austin	Member	12/31/18	City of Bossier City

The address of the Authority is 729 Spain Street, Baton Rouge, LA 70802. The Executive Director of the Authority is Ty E. Carlos. Mr. Carlos received his degree in finance from Louisiana State University. He worked as a Vice President and Sales Executive for The Bank of New York Mellon Trust Company, N.A. He has served as Executive Director of the Authority since April, 2014.

The Bonds were authorized by resolutions adopted by the Executive Committee on October 9, 2014 and December 11, 2014 in an aggregate amount not to exceed \$94,000,000. The Bonds are secured solely by the Trust Estate and, no financial or operating data concerning the Authority is being provided to investors.

### **THE BORROWER**

The Borrower is a municipal corporation organized and existing pursuant to the provisions of the Louisiana Constitution of 1974, as amended, and the Louisiana Revised Statutes of 1950, as amended, and constitutes a political subdivision of the State.

## **Governing Authority**

The Borrower is governed by the Mayor of the City and the City Council of the City (the “*Governing Authority*”). The Mayor serves a four (4) year term and each member of the Governing Authority serves a four (4) year term. Additional information about the Borrower is available from the Mayor at City of Bossier City, State of Louisiana, P.O. Box 5337, City of Bossier City, Louisiana 71171-5337.

## **Comprehensive Annual Financial Report**

Audited Financial Statements of the Borrower for the year ended December 31, 2013, are included as “**APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE BORROWER FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013**” hereto. For the history of the actual revenues, expenditures, and other financing sources and uses of the General Fund of the Borrower for the Fiscal Year ending December 31, 2013, see “**APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE BORROWER FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013.**”

## **Financial and Statistical Data**

See “**APPENDIX B - FINANCIAL AND STATISTICAL DATA RELATING TO THE BORROWER AND THE PARISH OF BOSSIER, STATE OF LOUISIANA.**”

## **Default Record**

According to the Mayor of the Borrower, the Borrower has never defaulted in the payment of outstanding bonds or indebtedness.

## **PLAN OF REFUNDING**

### **General**

The Refunding Act authorizes the Authority to issue bonds for the purpose of providing funds to refund its outstanding securities.

The proceeds of the Bonds will be loaned by the Authority to the Borrower pursuant to the Agreement. The proceeds of the Bonds will be used by the Borrower for the purpose of providing funds (i) to advance refund the Refunded Bonds, and (ii) to pay the costs of issuance of the Bonds.

The Unrefunded Bonds are not being refunded with proceeds of the Bonds and will remain outstanding.

See “**APPENDIX I – BONDS TO BE REFUNDED**” herein.

### **Escrow Deposit Agreement**

In order to refund the Refunded Bonds, a portion of the proceeds derived from the sale of the Bonds will be deposited and held in an escrow fund (the “*Escrow Fund*”) created pursuant to an Escrow Deposit Agreement (the “*Escrow Deposit Agreement*”) among the Authority, the Borrower and Whitney Bank, in its capacity as escrow agent (the “*Escrow Agent*”). Upon the making of such deposit, the Refunded Bonds will be defeased, will be deemed to have been paid and will no longer be considered

outstanding under the Series 2007 Indenture. Moneys deposited in the Escrow Fund will be applied on the date of delivery of the Bonds to the purchase of non-callable, direct obligations of the United States of America (the “*Defeasance Securities*”). The Defeasance Securities, together with the interest thereon, and cash balances on deposit in the Escrow Fund will be sufficient to pay all principal of, redemption premium, if any, and interest on the Refunded Bonds on the earliest possible redemption dates thereof. The Escrow Fund shall be held by the Escrow Agent separate and apart from all other funds or accounts held by the Escrow Agent. The Escrow Agent will have no lien whatsoever upon any moneys in the Escrow Fund for any of its fees and costs incurred in carrying out the provisions of the Escrow Deposit Agreement, which fees and costs will be paid to the Escrow Agent by the Borrower from other available funds. The accuracy of the arithmetic computations of the adequacy of the amounts of maturity principal of and interest on the Defeasance Securities on deposit in the Escrow Fund to pay the redemption prices of and interest on the Refunded Bonds to their redemption date of November 1, 2017 will be independently verified by The Arbitrage Group, Inc., Houston, Texas (the “*Verification Agent*”). See “**VERIFICATION OF MATHEMATICAL ACCURACY**” herein.

A copy of the Escrow Deposit Agreement will be available at the Municipal Securities Rulemaking Board, Washington, D.C.

## **THE BONDS**

### **General**

The Bonds shall be dated the date of issuance and delivery of the Bonds, and will bear interest at the rates per annum and mature on November 1 in the years and in the principal amounts indicated on the inside cover page of this Official Statement. Interest on the Bonds will be payable each May 1 and November 1, commencing May 1, 2015.

The Bonds will be issued in fully registered form, without coupons in denominations of \$5,000 or any integral multiple thereof, and shall be numbered from No. R-1 upwards issued initially as one certificate per maturity as set forth on the inside cover page hereof. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“*DTC*”), New York, New York, which will act as the securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. Purchases of the beneficial interests in the Bonds will be made in book-entry only form in authorized denominations by credit to participating broker-dealers and other institutions on the books of DTC as described herein. Any purchaser of beneficial interests in the Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal or premium, if any, and interest on such Bonds. See “**APPENDIX H - BOOK-ENTRY ONLY SYSTEM**” herein.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof upon surrender of the Bonds at the principal corporate trust office of the Trustee. The interest on the Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee on such due date to each person in whose name a Bond is registered, at the address(es) as they appear on the Bond Register maintained by the Trustee at the close of business on the applicable Record Date irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall default in payment of interest due on such Interest Payment Date, provided that the owners of \$1,000,000 or more in aggregate principal amount of 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 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 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 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 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.

### **Optional Redemption**

The Bonds maturing on or after November 1, 2026 are subject to redemption prior to their stated maturity dates, at the option of the Authority at the direction of the Borrower, in whole or in part on any date on or after November 1, 2025, in minimum aggregate principal amounts of \$5,000 and integral multiples thereof, in such order of maturity determined by the Authority at the direction of the Borrower, from available moneys made available for such purpose, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest on the Bonds to the redemption date. The Authority shall give the Trustee at least forty-five (45) days' notice of any optional redemption to be made specifying the redemption date and principal amounts to be redeemed.

### **Mandatory Sinking Fund Redemption**

The Bonds maturing on November 1, 2032 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:

Redemption Date <u>(November 1)</u>	<u>Principal Amount</u>
2031	\$4,450,000
2032 <sup>(1)</sup>	4,670,000

<sup>(1)</sup>Final Maturity

The Bonds maturing on November 1, 2035 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:

Redemption Date <u>(November 1)</u>	<u>Principal Amount</u>
2033	\$4,905,000
2034	5,155,000
2035 <sup>(1)</sup>	5,405,000

<sup>(1)</sup>Final Maturity

The Bonds maturing on November 1, 2037 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:



<u>Redemption Date</u> <u>(November 1)</u>	<u>Principal Amount</u>
2036	\$5,680,000
2037 <sup>(1)</sup>	5,880,000

<sup>(1)</sup>Final Maturity

### **Notice of Redemption**

At least thirty (30) days before the redemption date of any Bonds other than mandatory sinking fund redemption, the Trustee shall cause a notice of any such redemption to be mailed, postage prepaid, to all Bondholders of record owning Bonds to be redeemed in whole or in part, at their addresses as they appear on the Bond Register or via accepted means of electronic communication but any defect in such mailing of any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption and the Redemption Price to be paid. Notwithstanding the foregoing, no notice of redemption (other than redemption of Bonds pursuant to an advance refunding) shall be given unless there shall have first been deposited with the Trustee funds sufficient to effect said redemption.

### **Effect of Redemption**

On the date so designated for redemption, notice having been given in the manner and under the conditions hereinabove provided and money for payment of the Redemption Price being held in the Debt Service Fund in trust for the owners of the Bonds or portions thereof to be redeemed, the Bonds or portions of Bonds so called for redemption shall become and be due and payable at the Redemption Price provided for redemption of such Bonds or portions of Bonds on such date, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any benefit or security under the Indenture, and the owners of such Bonds or portions of Bonds shall not have rights in respect thereof except to receive payment of the Redemption Price thereof and, to the extent provided in the next paragraph, to receive Bonds for any unredeemed portions of Bonds.

Bonds which have been duly called for redemption under the above provisions, or with respect to which irrevocable instructions to call for redemption have been given to the Trustee in form satisfactory to it, and for the payment of the Redemption Price for which moneys, or Defeasance Obligations, shall be held by the Trustee in a segregated account in trust for the owners of the Bonds or portions thereof to be redeemed, shall not thereafter be deemed to be outstanding under the provisions of the Indenture and shall cease to be entitled to any security or benefit under the Indenture other than the right to receive payment from such moneys.

### **Partial Redemption**

If less than all Bonds outstanding are to be redeemed through optional redemption, the principal amount of Bonds of each maturity to be redeemed may be specified by the Borrower by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Bonds of each maturity to be redeemed may not be larger than the principal amount of Bonds of such maturity then eligible for redemption and may not be smaller than the smallest Authorized Denomination; provided, however that so long as DTC is acting as securities depository for the Bonds, such selection will be made in accordance with DTC's practice.

## SECURITY AND SOURCES OF PAYMENT OF THE BONDS

### General

The payment obligations of the Borrower under the Agreement are payable from and secured by an irrevocable pledge and dedication of the Lawfully Available Funds (as hereinafter defined) of the Borrower. For purposes herein, “*Lawfully Available Funds*” means the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further the full faith and credit of the Borrower has not been pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

Other obligations of the Borrower are payable from Lawfully Available Funds; see “**APPENDIX E – DEBT STATEMENT**” herein.

### Limited Liability

The Bonds and the Interest thereon are special, limited obligations of the Authority payable solely from payments derived by the Authority under the Agreement. The Bonds shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, except the Borrower, within the meaning of any constitutional provisions or statutory limitation and shall not constitute a pledge of the faith and credit of the State or of any political subdivision thereof but shall be payable solely from the funds provided for in the Agreement and the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the State or any political subdivision to levy any taxes or to make any appropriation for their payment. The Authority has no power to tax.

### The Indenture

Pursuant to the Indenture, the Authority has assigned to the Trustee all of its right, title and interest in and to the Agreement and all payments and other revenues to be received thereunder, as security for the payment of the principal of, premium, if any, and interest on the Bonds. In addition, certain funds held by the Trustee under the Indenture, secure such payment. See “**APPENDIX A – DEFINITIONS AND SUMMARIES OF THE PRINCIPAL FINANCING DOCUMENTS.**”

### The Agreement

The Borrower will enter into the Agreement with the Authority pursuant to which the Authority agrees to loan the proceeds of the Bonds to the Borrower (the “*Loan*”) in order to finance the Project and the Borrower agrees to make Payments (as hereinafter defined) to the Authority which will equal the principal of and interest on the Bonds when due and payable. The sales proceeds of the Bonds will be deposited and applied in accordance with the Indenture. See “**APPENDIX A – DEFINITIONS AND SUMMARIES OF THE PRINCIPAL FINANCING DOCUMENTS.**”

The term of the Agreement shall commence on the date of delivery for the Bonds, and shall terminate (unless discharged upon prepayment of all sums due under the Agreement by the Borrower prior thereto as hereinafter provided) on the date on which the Bonds and all other sums secured under the Agreement shall have been paid or provisions for their payment shall have been made in accordance with

the Agreement. Notwithstanding the foregoing, the indemnification provisions of the Agreement shall survive the termination thereof and the defeasance of the Bonds under the Indenture.

The Agreement (i) is a debt obligation of the Borrower not subject to cancellation due to inability to appropriate funds to make Payments, (ii) is payable from the Lawfully Available Funds of the Borrower, in accordance with the terms described therein, and (iii) shall remain in full force and effect until the Bonds and the interest thereon and all amounts due and owing thereunder and under the Indenture have been fully paid or otherwise provided for or discharged.

The Borrower, for and in consideration of the issuance of the Bonds under the Indenture by the Authority and the application of the proceeds thereof by the Authority as provided in the Indenture for the benefit of the Borrower, promises to repay the Loan from Lawfully Available Funds in accordance with the terms thereof by making the following payments (collectively, called the “*Payments*”) to or for the account of the Authority:

(a) Debt Service Payments being, in the aggregate, an amount sufficient for the payment in full of all Bonds from time to time issued under the Indenture and then outstanding, including (a) the total interest becoming due and payable on the Bonds to the date of payment thereof, and (b) the total principal amount of and premium, if any, on the Bonds. The Debt Service Payments with respect to the Bonds shall be payable by the Borrower directly to the Trustee for the account of the Authority in the amounts, time and manner as hereinafter provided:

(i) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing March 25, 2015, the Borrower shall transfer to the Debt Service Fund one-half (1/2th) of the amount required to pay the interest on the Bonds on May 1, 2015, and thereafter, on the twenty-fifth (25th) day of each month thereafter or, if such day is not a Business Day, the next succeeding Business Day, commencing May 25, 2015, the Borrower shall transfer to the Debt Service Fund one-sixth (1/6) of the amount required to pay the interest payable on the Bonds on the next Interest Payment Date;

(ii) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing November 25, 2017, the Borrower shall transfer to the Debt Service Fund, one-twelfth (1/12) of the amount required to pay principal on the Bonds on the next ensuing Principal Payment Date; and

(iii) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, into any of the foregoing funds an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by the Indenture.

(b) Default or Delay Payments consisting of the amounts, fees and expenses which the Authority may incur or be or become legally obligated to pay under the terms of the Bonds or the Indenture, or because of any default under the Agreement or under the Indenture or any default or delay in Payment of the sums due under the Indenture or the Agreement, provided that such default or delay shall have resulted in the Borrower’s default or breach of covenant under the Agreement; the amount expended by the Authority or the Trustee or indebtedness incurred by the Authority or the Trustee for the purpose of curing the Borrower’s defaults under the Agreement or in connection with any defaults under the Bonds, the Agreement or the Indenture and all costs, expenses and charges, including reasonable attorneys’ fees and expenses, incurred

by the Authority or the Trustee in collecting the Payments or in enforcing any covenant or agreement of the Borrower contained in the Agreement or incurred in pursuing any remedy thereunder or under the Agreement or the Indenture.

(c) Costs of Issuance and Administrative Expense Payments consisting of costs of issuance of the Bonds and the Administrative Expenses, including the Authority's fees, Trustee's initial acceptance fee, and the reasonable fees and expenses of counsel to the Trustee in connection with the issuance of the Bonds, to be paid directly to the Authority, the Trustee or counsel to the Trustee upon demand, and, commencing on the Closing Date and continuing until the principal of and interest on all Bonds outstanding under the Indenture shall have been fully paid, all expenses owed under the Indenture or the Agreement, including (a) the annual fee, if any, of the Trustee for the ordinary services of the Trustee rendered and ordinary expenses incurred under the Indenture during the preceding twelve (12) month period, (b) the reasonable fees and charges of the Authority or the Trustee, and all costs relating to the exchanging of Bonds as provided in the Indenture, as and when the same become due, and (c) the reasonable fees and charges of the Authority or the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including reasonable attorneys' fees and expenses, as and when the same become due, provided that the Borrower may, without creating a default under the Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses, and in the event of such contest may only withhold payment of the contested fees, charges or expenses.

The Agreement also provides that notwithstanding anything to the contrary contained therein, the Borrower promises that it will pay the Payments from Lawfully Available Funds in accordance with the terms thereof at such times and in such amounts so as to assure that no event of default shall at any time occur. In the event that Lawfully Available Funds, including fund balances, are insufficient to satisfy the Payments the Borrower is obligated to take such affirmative action as may be necessary to raise and collect sufficient revenues, including but not limited to, increasing rates, taxes, and fees subject to all legal limits applicable to the Borrower. The Borrower obligates itself and its successors to budget and appropriate annually a sum of money sufficient to make the Payments required by the Agreement including the principal and/or interest on the Bonds theretofore matured and unpaid. Subject to compliance with all budgetary statutes of the State of Louisiana, the Borrower acknowledges and agrees that the obligation to make Payments under the Agreement is a first budget obligation, payable prior to the costs of government services, capital outlay, and any discretionary spending. Nothing contained in the Agreement shall prevent or deprive the Borrower from funding from its own income its continued viability and existence in order to provide essential governmental services.

### **Credits Against Payments**

A credit against and reduction of the Payments shall be derived only from the following sources:

- (a) Surplus moneys (including investment earnings) contained in the funds and accounts held by the Trustee under the Indenture;
- (b) Advance payments or prepayments of Payments; and
- (c) Reductions in principal and interest requirements of the Bonds due to the purchase or redemption of Bonds as provided in the Indenture.

## **Obligation to Make Payments**

As authorized by the Act, the obligation of the Borrower to repay the Loan by making the Payments from Lawfully Available Funds, in accordance with the terms of the Agreement, shall be absolute and unconditional and shall not be subject to, nor shall the Borrower be entitled to assert, any rights of non-appropriation, abatement, deduction, reduction, deferment, recoupment, setoff, offset or counterclaim by the Borrower or any other person, nor shall the same be abated, abrogated, waived, diminished, postponed, delayed or otherwise modified under or by reason of any circumstance or occurrence that may arise or take place, irrespective of what statutory rights the Borrower may have to the contrary, including but without limiting the generality of the foregoing:

- (i) Any damage to or destruction of part or all of the Project;
- (ii) The taking or damaging of part or all of the Project or any temporary or partial use thereof by any public authority or agency in the exercise of the power of eminent domain, sequestration or otherwise;
- (iii) Any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of, by or affecting the Borrower, except as otherwise provided in the Agreement;
- (iv) Any change in the tax or other laws of the United States, the State or any governmental authority;
- (v) Any failure of title or any lawful or unlawful prohibition of the Borrower's use of the Project or any portion thereof or the interference with such use by any person or any commercial frustration of purpose or loss or revocation of any permits, licenses or other authorizations required for the operation of the Project; and
- (vi) Any failure of the Authority or the Trustee to perform and observe any agreement or covenant, expressed or implied, or any duty, liability or obligation arising out of or in connection with the Agreement, the invalidity, enforceability or disaffirmance of any of the Agreement, the Indenture or the Bonds or for any other cause similar or dissimilar to the foregoing.

Furthermore, the Borrower covenants and agrees that it will remain obligated under the Agreement in accordance with its terms, and that it will not take or participate or acquiesce in any action to terminate, rescind or avoid the Agreement.

Debt Service Payments owed due to the early redemption of the Bonds shall be paid to the Trustee not later than thirty (30) days prior to the date set for redemption thereof.

## **Issuance of Additional Bonds**

Additional bonds may be issued in one or more series on a parity with the Bonds (the "*Additional Parity Bonds*") by the Issuer at the request of the Borrower under a supplement to the Indenture to pay all or part of the additional cost of the Projects so long as:

- (i) no Event of Default under the Indenture has occurred and is then continuing and the Borrower and City shall have approved the issuance of such Additional Parity Bonds;

(ii) there shall have been filed with the Trustee an opinion of an attorney or firm of attorneys generally recognized as having expertise in matters relating to municipal bonds to the effect that the exclusion from “gross income” for Federal income tax purposes of the interest on any tax-exempt Bonds then outstanding under the Indenture shall not be adversely affected; and

(iii) the indenture or other documents providing for the issuance of the Additional Parity Bonds do not create a priority security interest in Lawfully Available Funds that is senior to the Bonds.

## **SOURCES AND USES OF FUNDS**

The following table summarizes the sources and uses of funds:

### **Sources of Funds**

Bond Proceeds	\$80,460,000.00
Net Original Issue Premium	9,725,767.90
Transfer from Series 2007 Debt Service Fund	<u>1,296,633.33</u>
<b>Total</b>	<b>\$91,482,401.23</b>

### **Uses of Funds**

Refunding of Refunded Bonds	\$90,206,991.94
Cost of Issuance <sup>(1)</sup>	<u>1,275,409.29</u>
<b>Total</b>	<b>\$91,482,401.23</b>

<sup>(1)</sup> Includes Underwriters' discount, financial advisory fees, legal fees and other costs of issuance.

## **BONDHOLDER RISKS**

Purchasers of the Bonds are advised of certain risk factors with respect to payments under the Agreement and the payment of principal of, premium, if any, and interest on the Bonds.

The Trust Estate held under the Indenture is the sole source of payment for the Bonds. On the date of issuance of the Bonds, all of the proceeds of the Bonds will be expended to fund the loan to the Borrower and to pay costs of issuing the Bonds. The payment by the Borrower of the amounts required by the Agreement is the sole source from which the Authority will pay the principal of premium, if any, and interest on the Bonds. There can be no representation or assurance that the Borrower will realize sufficient revenues to pay the amount required under the Agreement when due.

There is no assurance that the rating assigned to the Bonds at the time of issuance will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for, and marketability of, the Bonds in the secondary market. See the information under “**RATINGS**” herein. Due to the ongoing uncertainty regarding the economy of the United States of America, including, without limitation, matters such as the future political uncertainty regarding the United States debt limit, obligations issued by state and local governments, such as the Bonds, the Bonds could be subject to a rating downgrade. Additionally, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for and ratings, liquidity, and market value of outstanding debt obligations, including the Bonds.

All financial and other information presented in this Official Statement has been provided by the Borrower from its records, except information expressly attributed to other sources. The presentation of information, including tables of receipts from rates, charges, and other sources, is intended to show recent historical information, and is not intended to indicate future or continuing trends in the financial position or the affairs of the Borrower, except as otherwise indicated in this Official Statement. No representation is made that past experience, as might be shown by such financial and other information, will necessarily continue or be repeated.

There is no guarantee that a secondary trading market will develop for the Bonds. Consequently, prospective bond purchasers should be prepared to hold their Bonds to maturity or prior redemption. Subject to applicable securities laws and prevailing market conditions, the Underwriters intend, but are not obligated, to make a market in the Bonds. As a result, owners of the Bonds may be unable to dispose of the Bonds should they no longer desire to own the Bonds. The Underwriters cannot guaranty the liquidity of the Bonds; consequently, prospective purchasers of the Bonds should be prepared to hold such bonds until maturity.

If such secondary market exists after the issuance of the Bonds, events such as decreases in benchmark interest rate indices, downward revisions or withdrawals of ratings on the Bonds or the Authority, and general market turmoil, among others, may adversely affect the value of the Bonds on such secondary market. The Underwriters cannot guaranty that the owner of a Bond will not experience a loss of value of such Bond prior to maturity.

The remedies available to the Trustee, to the Authority or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Agreement are in many respects dependent up on judicial actions, which are often subject to discretion or delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, moratorium, insolvency or other similar laws affecting the rights of creditors generally.

## **RETIREMENT SYSTEMS AND POST-EMPLOYMENT BENEFITS**

*Pension Funds.* The Borrower maintains two separate retirement funds: the Firemen's Pension and Relief Fund (the "*Firemen's Fund*") and the Policemen's Pension and Relief Fund (the "*Policemen's Fund*") and together with the Firemen's Fund, the "*Pension Funds*"). Each of the Pension Funds is operated as a defined benefit pension plan. The Firemen's Fund covers substantially all members of the Borrower's fire department employed before January 1, 1980; members of the Borrower's fire department employed on or after January 1, 1980 must join the Firefighter's Retirement System of Louisiana Plan, which is maintained by the State. The Policemen's Fund covers a limited number of the members of the Borrower's police department employed prior to September 9, 1977; members of the Borrower's police department employed on or after September 9, 1977 must join the Municipal Police Employee Retirement System of Louisiana.

Detailed information on each of the Pension Funds, including but not limited to plan descriptions, benefits, funding sources, annual pension costs and net pension obligations for each Pension Fund, may be found in the Borrower's Comprehensive Annual Financial Report for Fiscal Year Ending December 31, 2013 attached hereto. See "**APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE BORROWER FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013,**" Note 2-Deposits and Investments-Investments-Pension Trust Funds,

pages 46-48 therein; Note 8-Defined Benefit Pension Plans, page 62-70 therein; and Fiduciary Funds, pages 97-98 therein. The information contained therein is current as of the date stated, and the Borrower reports that there has been no material adverse change in the financial information contained therein from the date stated.

Other employees of the Borrower that meet certain length of service requirements are covered by other pension funds operated by the State. The Borrower makes periodic payments required by State law to the multiple-employer defined benefit pension plans maintained by the State. The Borrower is current in its payments to such plans maintained by the State.

*Post-Employment Benefits.* The Borrower offers medical benefits to eligible retirees upon actual retirement. Employees do not contribute to their post-employment benefits costs until they become retirees and begin receiving such benefits. The Borrower does not fund its Annual Required Contribution (as defined in GASB Statement 4) except to the extent of the current year's retiree funding costs.

Further information regarding the Borrower's post-employment benefit obligations may be found in the Borrower's Comprehensive Annual Financial Report for Fiscal Year Ending December 31, 2013 attached hereto. See "**APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE BORROWER FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013,**" Note 6-Long-Term Obligation, page 55 therein and Note 9-Postemployment Benefits, pages 70-74 therein. The information contained therein is current as of the date stated, and the Borrower reports that there has been no material adverse change in the financial information contained therein from the date stated.

## **LEGAL MATTERS**

Certain legal matters incident to the authorization, issuance and validity of the Bonds are subject to the approval of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, copies of which approving opinion will be attached to the Bonds and the proposed form of which is included in **APPENDIX F**. Certain legal matters will be passed upon for the City by James D. Hall, Esq., Bossier City, Louisiana and for the Authority by its counsel, Breithaupt, Dunn, DuBos, Shafto & Wolleson, L.L.C., Monroe, Louisiana. Certain legal matters will be passed upon for the Underwriters by their counsel, Breazeale, Sachse & Wilson, L.L.P., Baton Rouge, Louisiana.

## **TAX EXEMPTION**

In the opinion of Joseph A. Delafield, A Professional Corporation, Bond Counsel, under existing law and assuming continuing compliance with covenants of the Authority and the Borrower designed to meet the applicable requirements of the Code, interest on the Bonds is excluded from gross income for federal income purposes except as provided below.

Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations under the Code. Interest on the Bonds will, however, be included in the adjusted current earnings (for example, the income, including interest on obligations such as the Bonds, used in reports or statements to shareholders or owners or in reports to creditors) of certain corporations, and the alternative minimum taxable income of such corporations must be increased by 75% of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).



## **General**

The Code imposes a number of requirements that must be satisfied in order for interest on state or local obligations, such as the Bonds to be excluded from gross income for federal income tax purposes. The Authority has covenanted in the Indenture and the Borrower has covenanted in the Agreement that they will comply with these requirements in order to maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation. Bond Counsel's opinion will assume continuing compliance with those covenants set forth in the Indenture and the Agreement pertaining to those sections of the Code that affect the exclusion from gross income of interest on Bonds for federal income tax purposes and, in addition, will rely on representations by the Authority and the Borrower with respect to matters solely within their knowledge which Bond Counsel has not independently verified. If the Authority and the Borrower should fail to comply with the covenants in the Indenture or the Agreement, as the case may be, or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the Bonds could become included in gross income for federal income tax purposes from the date of delivery of the Bonds regardless of the date on which the event causing such includability occurs.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Owners of the Bonds should be aware that the ownership of tax-exempt obligations, such as the Bonds may result in collateral federal income tax consequences to certain taxpayers. Furthermore, future law and/or regulations enacted by federal, state or local authorities may affect certain owners of the Bonds.

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 Bonds.

PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE BONDS AS TO THE IMPACT OF THE FEDERAL, STATE AND LOCAL CONSEQUENCES OF ACQUIRING, HOLDING OR DISPOSING OF THE BONDS.

## **Bank Qualification**

The Bonds will not be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code.

## **Louisiana Taxes**

In the opinion of Bond Counsel, the Bonds and the income therefrom shall be exempt from all taxation by the State of Louisiana or any political subdivision thereof.

## **Alternative Minimum Tax Considerations**

The Bonds are not "private activity bonds" and, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is not an item of tax preference for purposes of calculating the alternative minimum tax applicable to individuals and corporations; however, for the purpose of computing the federal alternative minimum tax imposed on certain corporations, such interest is taken into account in determining adjusted current earnings. Because interest on tax-exempt obligations is

included in a corporation's "adjusted current earnings," ownership of the Bonds could subject a corporation to alternative minimum tax consequences.

### **Changes in Federal and State Tax Law**

Tax legislation, administrative actions taken by tax authorities, and court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to state income taxation, or otherwise prevent the beneficial owners of the Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future or enacted) could affect the market price or marketability of the Bonds. For example, ongoing negotiations between the Executive and Legislative Branches of the United States Government to resolve federal budget deficits may result in the enactment of tax legislation that could significantly reduce the benefit of, or otherwise affect, the exclusion of gross income for federal income tax of interest on all state and local obligations, including the Bonds. It cannot be predicted whether or in what form any such tax 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 and proposed, and litigation is threatened or commenced which, if implemented or concluded in a particular matter, could adversely affect the market value of the 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 Bonds or the market value thereof would be impacted thereby. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and its impact on their individual situations. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed federal or state tax legislation, regulations or litigation.

### **Tax Treatment of Original Issue Premium**

The Bonds maturing November 1, 2018 through and including November 1, 2027, November 1, 2032 and November 1, 2035 are offered and sold to the public at a premium (collectively, the "*Premium Bonds*"). The premium is the excess of the issue price over the stated redemption price at maturity and must be amortized on an actuarial basis by the owner of the Premium Bonds from the date of acquisition of the Premium Bonds through the maturity date thereof. The premium is not deductible for federal income tax purposes, and owners of the Premium Bonds are required to reduce their basis in the Premium Bonds by the amount of premium that accrued while they owned such Premium Bonds. Owners of the Premium Bonds (including owners that purchase a Premium Bond other than pursuant to the initial public offering) should consult their own tax advisors as to the determination for federal income tax purposes of the amount of premium amortized each year with respect to the Premium Bonds, the adjusted basis of the Premium Bonds for purposes of determining the taxable gain or loss upon the sale or other disposition of the Premium Bonds (prior to maturity and at maturity), and all other federal tax consequences and any state and local tax aspects of owning the Premium Bonds.

### **Tax Treatment of Original Issue Discount**

The Bonds maturing November 1, 2028, to and including November 1, 2030, and November 1, 2037 are sold at an original issue discount (the "*OID Bonds*"). The difference between the initial public offering price, as set forth on the inside cover page hereof, of the OID Bonds and their stated principal amount payable at maturity constitutes original issue discount treated as interest which is excluded from gross income for federal income tax purposes and which is exempt from all taxation in the State of Louisiana subject to the caveats and provisions described above under "**General.**"

In the case of an owner of an OID Bond, the amount of original issue discount which is treated as having accrued with respect to such OID Bond, is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of such OID Bond (including its sale, redemption or payment at maturity). Amounts received upon disposition of such an OID Bond which are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual OID Bond, on days which are determined by reference to the maturity date of such OID Bond. The amount treated as original issue discount on such OID Bond for a particular semiannual period is equal to (i) the product of (a) the yield to maturity for such OID Bond and (b) the amount which would have been the tax basis of such OID Bond at the beginning of the particular semiannual period if held by the original purchaser, (ii) less the amount of any payments on such OID Bond during the semiannual period. The tax basis is determined by adding to the initial public offering price on such OID Bond the sum of the amounts which would have been treated as original issue discount for such purposes during all prior periods. If such an OID Bond is sold between compounding dates, original issue discount which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of OID Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to such OID Bonds as of any date, with respect to the accrual of original issue discount for such OID Bonds purchased on the secondary markets and with respect to the state and local tax consequences of owning such OID Bonds.

### **Legal Opinion**

The approving opinion of Bond Counsel will be printed on the Bonds. The opinion of Bond Counsel is limited to the matters set forth therein. A manually executed original of this opinion will be delivered to the Underwriters on the date of payment for delivery of the Bonds. A form of said legal opinion appears in **APPENDIX F** to this Official Statement. The compensation of Bond Counsel is contingent upon the sale and delivery of the Bonds.

### **ABSENCE OF LITIGATION**

#### **The Authority**

There is not now pending, or to the knowledge of the Authority, threatened, any litigation restraining or enjoining the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which they are issued. Neither the creation, organization or existence, nor the title of the present members and officers of the Authority to their respective office, is being challenged or questioned. There is no litigation pending, or to the knowledge of the Authority, threatened which in any manner questions the right of the Authority to enter into the Indenture or the Agreement or to secure the Bonds in the manner provided in the Indenture or to issue the Bonds in the manner provided in the Indenture and the Act. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court, public body or other body pending or, to its knowledge, threatened against or affecting the Authority, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or under the Indenture or the Agreement or the performance of the obligations of the Authority under the Indenture and the Agreement.

## **The Borrower**

There is no litigation, proceedings or investigations pending, or to the knowledge of the Borrower, threatened against the Borrower seeking to restrain, enjoin or in any way limit the approval or delivery of the Agreement or which would in any manner, challenge or adversely affect the existence or powers of the Borrower. Neither the creation, organization or existence, nor the title of the Mayor of the City or any of the members of the Governing Authority to their offices, is being challenged or questioned. There is no action, suit, proceeding or investigation, at law or in equity before or by any court, public body or other body pending or, to its knowledge, threatened against or affecting the Borrower, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated under the Agreement or the performance of the obligations of the Borrower under the Agreement.

## **VERIFICATION OF MATHEMATICAL ACCURACY**

The arithmetical accuracy of certain computations included in the schedules provided by Stephens Inc. on behalf of the Authority and the Borrower relating to (a) computation of anticipated receipts of principal and interest on the Defeasance Securities and the anticipated payments of principal and interest to redeem the Refunded Bonds, and (b) computation of the yields on the Bonds and the Defeasance Securities was examined by the Verification Agent. Such computations were based solely upon assumptions and information supplied by Stephens Inc. on behalf of the Authority and the Borrower. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of future events.

## **FINANCIAL ADVISOR**

The Borrower has retained Government Consultants, Inc. as independent registered municipal advisor (the “*Financial Advisor*”) in connection with the sale and issuance of the Bonds. The Financial Advisor is a financial advisory and consulting organization and is not engaged in the business of underwriting, marketing, or trading municipal securities or any other negotiated instruments. The Financial Advisor has provided recommendations and other financial guidance to the Borrower with respect to the preparation of documents, the preparation for the sale of the Bonds and, at the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Bonds. The Financial Advisor has not audited, authenticated, or otherwise verified the information provided by the Authority or the Borrower or the information set forth in this Official Statement or any other information available to the Authority or the Borrower with respect to the appropriateness, accuracy, or completeness of disclosure of such information or other information and no guarantee, warranty or other representation is made by the Financial Advisor representing the accuracy and completeness of any other matter related to such information in this Official Statement.

## **FORWARD LOOKING STATEMENTS**

The statements contained in this Official Statement, and in other information provided by the Borrower, that are not purely historical, are forward-looking statements. All forward looking statements included in this Official Statement are based on information available to the Borrower on the date hereof, and the Borrower does not assume any obligation to update any such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates that are inherently subject to numerous risks and uncertainties, including risks and uncertainties

relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

## RATINGS

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("*S&P*") and Moody's Investor Services, Inc. ("*Moody's*") have assigned ratings of "AA-" and "Aa3", respectively, to the Bonds. Such ratings reflect only the views of such organizations and are not a recommendation to buy, sell or hold the Bonds. Any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses:

Standard & Poor's Ratings Services  
55 Water Street  
New York, New York 10041  
Telephone: (212) 438-2076

Moody's Investors Service, Inc.  
7 World Trade Center at 250 Greenwich Street  
New York, New York 10007  
Telephone: (212) 553-0300

Generally a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

## CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. The Borrower has undertaken all responsibilities for any continuing disclosure to the holders of the Bonds as described below, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to S.E.C. Rule 15c2-12.

The Borrower has executed a Continuing Disclosure Certificate (the "*Disclosure Certificate*") for the benefit of the holders of the Bonds pursuant to which the Borrower agrees to provide such annual financial statements and other information to the Municipal Securities Rulemaking Board through its internet-based Electronic Municipal Market Access System ("*EMMA*") in the manner required by Rule 15c2-12 of the Securities and Exchange Board (17 C.F.R. §240.15c2-12) (the "*Rule*"). See "**APPENDIX G – FORM OF CONTINUING DISCLOSURE CERTIFICATE**" hereto for the form of the Disclosure Certificate.

The Borrower completed a comprehensive review of its compliance with past continuing disclosure undertakings for the past ten (10) years. The Borrower's review was completed under the guidance and with the assistance of the Underwriters, Bond Counsel and the Financial Advisor. The Borrower determined that it had failed to make required filings in accordance with its past continuing disclosure obligations relating to the following issues of bonds: (i) Utilities Revenue Refunding Bonds, Series 1996 (the "1996 Bonds"); (ii) Public Improvement Sales Tax Refunding Bonds, Series ST-1997 (the "1997 Bonds"); (iii) Public Improvement Sales Tax Bonds, Series 1998 (the "1998 Bonds"); (iv) Revenue Bonds, Series 2001 (the "2001 Bonds"); (v) Public Improvement Sales Tax Refunding Bonds, Series ST-2001 (the "ST-2001 Bonds"); (vi) Public Improvement Sales Tax Bonds, Series 2002 (the "2002 Sales Tax Bonds"); (vii) Utilities Revenue Bonds, Series 2002 (the "2002 Revenue Bonds"); (viii) Utilities Revenue Refunding Bonds, Series 2002 (the "2002 Refunding Bonds"); (ix) Public Improvement Sales Tax Bonds, Series ST-2003 (the "ST-2003 Bonds"); (x) Public Improvement Sales Tax Refunding Bonds, Series ST-2006 (the "ST-2006 Bonds"); (xi) Public Improvement Sales Tax Bonds, Series 2006 (the "2006 Bonds"); (xii) Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvement Projects) Series 2007 (the "2007 Bonds"); (xiii) Utilities Revenue Bonds, Series 2008 (the "2008 Bonds"); (xiv) Public Improvement Sales Tax Refunding Bonds, Series ST-2009 (the "ST-2009 Bonds"); (xv) Public Improvement Sales Tax Refunding Bonds, Series ST-2010 (the "ST-2010 Bonds"); (xvi) Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvement Projects) Series 2010A (Taxable) (the "2010A Bonds"); and (xvii) Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvement Projects) Series 2010B (Taxable Direct Pay Build America Bonds) (the "2010B Bonds").

Specifically, the following failures or deficiencies relating to prior continuing disclosure undertakings were observed:

(a) failures to timely file audited financial statements with respect to all issues cited above, which failures occurred: (i) in connection with the 1996 Bonds, the 2001 Bonds, the ST-2001 Bonds, the 2002 Revenue Bonds, the 2002 Refunding Bonds, the ST-2003 Bonds, the ST-2006 Bonds, the 2008 Bonds, the ST-2010 Bonds, the 2010A Bonds and the 2010 Bonds on July 1 of each year for which such audited financial statements were required to be filed from July 1, 2004 through the date of their maturity, redemption or July 1, 2013 for issues that remained outstanding on such date, (ii) in connection with the ST-1997 Bonds, the 1998 Bonds, the 2002 Sales Tax Bonds, the 2006 Bonds and the ST-2009 Bonds, on July 31 of each year for which such audited financial statements were required to be filed from July 31, 2004 through the date of their maturity, redemption or July 31, 2013 for issues that remained outstanding on such date and (iii) in connection with the 2007 Bonds on June 30 of each year from June 30, 2008 through and including June 30, 2013;

(b) failures to timely file notices regarding underlying rating changes, including upgrades and downgrades, which failures occurred: (i) in connection with the 1996 Bonds, the 1997 Bonds, the ST-2010 Bonds, and the 2010B Bonds, by failure to timely file notice regarding downgrades issued by S&P on October 27, 2008, February 18, 2009, June 5, 2009, October 21, 2010, and December 5, 2013, and in connection with the 1998 Bonds, the 2002 Sales Tax Bonds, the 2002 Revenue Bonds, the 2002 Refunding Bonds, the ST-2006 Bonds, and the 2007 Bonds, by failure to timely file notice regarding upgrades issued by S&P on October 28, 2002, September 9, 2008, April 30, 2010, August 31, 2010, October 19, 2010, and December 5, 2013; (ii) in connection with the 1998 Bonds, the 2001 Bonds, the ST-2001 Bonds, the 2002 Sales Tax Bonds, the ST-2003 Bonds, the ST-2006 Bonds, the 2006 Bonds, the 2007 Bonds, and the 2008 Bonds, by failure to timely file notice regarding upgrades issued by

Moody's on October 28, 2002, April 30, 2010, and September 17, 2010; and (iii) in connection with the 2007 Bonds, by failure to timely file notice regarding an upgrade issued by Fitch on April 30, 2010;

(c) failures to timely file notices regarding rating changes associated with bond insurers, including upgrades, downgrades and rating withdrawals, including:

(1) failures to timely file notices regarding rating changes associated with Financial Guaranty Insurance Co., as bond insurer, with respect to the 1996 Bonds, the 1997 Bonds, and the 2002 Bonds, which failures occurred: (i) with respect to S&P downgrades, on January 31, 2008, February 25, 2008, March 28, 2008, November 24, 2008, April 21, 2009, and April 22, 2009; and (ii) with respect to Moody's downgrades, on February 14, 2008, March 31, 2008, June 20, 2008, December 19, 2008, March 24, 2009, and April 14, 2009.

(2) failures to timely file notices regarding rating changes associated with Ambac, as bond insurer, with respect to the 2001 Bonds, the ST-2001 Bonds, the ST-2003 Bonds, the 2006 Bonds, and the 2007 Bonds, which failures occurred: (i) with respect to Moody's, downgrades on June 19, 2008, November 5, 2008, April 13, 2009, July 29, 2009, and a rating withdrawal on April 7, 2011; (ii) with respect to Fitch, a downgrades on January 18, 2008 and a rating withdrawal on June 26, 2008; and (iii) with respect to S&P, downgrades on June 5, 2008, November 19, 2008, June 24, 2009, July 28, 2009, March 25, 2010, and a rating withdrawal on November 30, 2010.

(3) failures to timely file notices regarding rating changes associated with Assured Guaranty Municipal Corporation, formerly Financial Security Assurance, as bond insurer, with respect to the 2002 Revenue Bonds, the 2002 Refunding Bonds, the ST-2009 Bonds, the ST-2010 Bonds, the 2010A Bonds, and the 2010 B Bonds, which failures occurred: (i) with respect to Moody's, downgrades on November 21, 2008 and January 17, 2013; and (ii) with respect to S&P, downgrades on October 25, 2010 and November 30, 2011, and an upgrade on March 18, 2014.

(4) failures to timely file notices regarding rating changes associated with Berkshire Hathaway Assurance Corporation, as bond insurer, with respect to the 2008 Bonds, which failures occurred: (i) with respect to Moody's, a downgrade on April 8, 2009; and (ii) with respect to S&P, a downgrade on February 4, 2010.

(5) failures to timely file notices regarding rating changes associated with MBIA, as bond insurer, with respect to the ST-2006 Bonds, which failures occurred: (i) with respect to Moody's, downgrades on June 19, 2008, November 7, 2008, February 18, 2009, and November 19, 2012, and upgrades on May 21, 2013 and May 21, 2014; (ii) with respect to S&P, downgrades on June 5, 2008, February 18, 2009, June 5, 2009, September 28, 2009, December 22, 2010, and February 28, 2013, and upgrades on May 8, 2013; and (iii) with respect to Fitch, a downgrade on April 4, 2008 and a rating withdrawal on June 26, 2008;

(d) failures to timely file updated operating and related data originally included in the body or appendices of prior official statements of the Borrower relating to sales or hotel tax collections which failures occurred (i) in connection with the 2001 Bonds, the ST-2001 Bonds, the ST-2003 Bonds, the ST-2006 Bonds, the 2006 Bonds, the 2007 Bonds, the ST-2010 Bonds, the 2010A Bonds and the 2010B Bonds on July 1 of each year for which such data was required

to be filed from July 1, 2004 through the date of their maturity, redemption or July 1, 2013 for issues that remained outstanding on such date and (ii) in connection with the ST-1997 Bonds, the 1998 Bonds, the 2002 Sales Tax Bonds and the ST-2009 Bonds on July 31 of each year for which such data was required to be filed from July 31, 2004 through the date of their maturity, redemption or July 31, 2013 for issues that remained outstanding on such date;

(e) failures to timely file updated operating and related data originally included in the body or appendices of prior official statements of the Borrower relating to sewer and utility revenue collections (which failures occurred in connection with the 1996 Bonds, the 2002 Revenue Bonds, the 2002 Refunding Bonds and the 2008 Bonds) on July 1 of each year for which such data was required to be filed from July 1, 2004 through the date of their maturity, redemption or July 1, 2013 for issues that remained outstanding on such date;

(f) failures to timely file updated operating and related data originally included in the body or appendices of prior official statements of the Borrower relating to changes in water and sewer usage rates (which failures occurred in connection with the 2002 Revenue Bonds, the 2002 Refunding Bonds and the 2008 Bonds) on July 1 of each year for which such data was required to be filed from July 1, 2004 through the date of their maturity, redemption or July 1, 2013 for issues that remained outstanding on such date; and

(g) failures to timely file updated operating and related data originally included in the body or appendices of prior official statements of the Borrower relating to debt service coverage figures (which failures occurred in connection with the 1996 Bonds, the 2001 Bonds and the ST-2001 Bonds) on July 1 of each year for which such data was required to be filed from July 1, 2004 through the date of their maturity, redemption or July 1, 2013 for issues that remained outstanding on such date.

The foregoing description of instances of non-compliance by the Borrower with continuing disclosure undertakings should not be construed as an acknowledgment that any such instance was material.

On June 25, 2014, July 1, 2014 and July 2, 2014, the Borrower made multiple filings with EMMA in order to remedy its previous non-compliance with past continuing disclosure obligations for the past ten (10) years. Based upon its diligent review and to the best of its knowledge, the Borrower is presently in compliance with its continuing disclosure obligations.

The Borrower has implemented internal and external procedures to ensure timely compliance with its continuing disclosure undertakings in the future, including the establishment of an annually recurring calendar tickler system recently made available through EMMA.

During the 2014 Regular Session of the Louisiana Legislature, the Louisiana Legislature passed Senate Bill 384, which provides certain procedures designed to ensure compliance with the Rule. Such legislation, which is effective August 1, 2014, requires public entities, such as the Borrower, to keep certain records demonstrating compliance with the Rule. Additionally, auditors for public entities in the State are required to review a sample of the public entity's compliance with such record-keeping requirements, review the public entity's EMMA filings, and report on the auditor's findings of any deficiency in the annual audited financial statements of such entity.



## UNDERWRITING

The Bonds are being purchased by Stephens Inc. and Sisung Securities Corporation (collectively, the “*Underwriters*”). The purchase price of the Bonds is \$89,582,317.90 (representing \$80,460,000.00 as payment of the principal portion of the Bonds, less Underwriters’ discount of \$603,450.00, plus net original issue premium of \$9,725,767.90). The Bond Purchase Agreement executed by the Underwriters provides that the Underwriters will purchase all of the Bonds, if any are purchased. The obligation of the Underwriters to accept delivery of the Bonds is subject to various conditions contained in the Bond Purchase Agreement. The Underwriters intend to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters reserve the right to join with dealers and other underwriters in offering the Bonds to the public. In connection with this offering, the Underwriters may overallocate or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Borrower for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (other related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Borrower.

## MISCELLANEOUS

The references to all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights of the owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the office of the Underwriters; following delivery of the Bonds, copies of such documents may be examined at the corporate trust office of the Trustee in Baton Rouge, Louisiana. The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

All information regarding the Borrower has been furnished by the Borrower.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement among the Authority, the Borrower, the Trustee or the Underwriters and the purchasers or owners of any Bonds.

**ADDITIONAL INFORMATION**

The execution and delivery of this Official Statement has been duly authorized by the Authority.

The Authority has not participated in the preparation of the Official Statement and has not verified the accuracy of the information contained herein, other than the information respecting the Authority contained under “**THE AUTHORITY**” and “**LITIGATION – The Authority.**” The Authority’s approval of this Official Statement does not constitute approval of the information contained herein, other than that information relating to the Authority, or a representation of the Authority as to the completeness or accuracy of the information contained therein.

**OFFICIAL STATEMENT CERTIFICATE**

At the time of payment for and delivery of the Bonds, the Governing Authority of the Borrower will furnish the Underwriters with a certificate signed by a representative of the Governing Authority to the effect that (i) the descriptions and statements, including financial data, of or pertaining to the Borrower, on the date of the Official Statement, on the date of the sale of the 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 Borrower and their activities contained in the Official Statement are concerned, such descriptions, statements, and data have been obtained from sources which the Governing Authority believed 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 Borrower or the Governing Authority between the date of the Official Statement and the date of delivery of the Bonds.

The delivery of this Official Statement has been duly authorized and approved by Borrower.

CITY OF BOSSIER CITY,  
STATE OF LOUISIANA

By:           /s/ Lorenz J. Walker            
Lorenz J. Walker, Mayor

## APPENDIX A

### DEFINITIONS AND SUMMARIES OF THE PRINCIPAL FINANCING DOCUMENTS

#### DEFINITIONS

Words or terms used in the Official Statement and the appendices attached thereto shall have the meanings set forth below in this Appendix A or as set forth in the Official Statement.

“*Act*” means Chapter 10-D of Title 33 (La. R.S. 33:4548.1 through 4548.16), and other constitutional and statutory authority supplemental thereto.

“*Administrative Expenses*” means the necessary, reasonable and direct out-of-pocket expenses incurred by the Authority or the Trustee pursuant to the Loan Agreement and the Indenture, the compensation of the Trustee under the Indenture (including, but not limited to an annual administrative fee charged by the Trustee), and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture.

“*Authority*” or “*Issuer*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, created by the provisions of the Act, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Authority by said provisions shall be given by law.

“*Authorized Authority Representative*” means the Executive Director and Assistant Secretary of the Authority, and the person(s) at the time designated to act under the Loan Agreement and the Indenture on behalf of the Authority by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Authority by the Chairman, Vice Chairman or Executive Director of the Authority. Such certificate may designate an alternate or alternates.

“*Authorized Borrower Representative*” means the Mayor of the City of Bossier City or any person subsequently designated to act under the Loan Agreement and the Indenture on behalf of the Borrower by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Borrower by the Mayor of the City of Bossier City.

“*Authorized Denomination*” means \$5,000 or any integral multiple of \$5,000 in excess thereof.

“*Beneficial Owner*” means, so long as a book-entry system of registration is in effect pursuant to the Indenture, the actual purchaser of the Bonds.

“*Bond Counsel*” means Joseph A. Delafield, A Professional Corporation, and its successors, or such other nationally recognized bond counsel as may be selected by the Authority and acceptable to the Borrower.

“*Bond Proceeds Fund*” means the fund of that name created under the Indenture.

“*Bond Register*” means, when used with respect to the Bonds, the registration books maintained by the Trustee pursuant to the Indenture.

“*Bondholder*” or “*holder of Bonds*” or “*Owner*” or “*Owner of Bonds*” means (a) in the event that the book-entry system of evidence and transfer of ownership is employed pursuant to the provisions

of the Indenture, Cede & Co., as nominee for DTC, or its successors, and (b) in all other cases, the registered Owner of any Bond.

“*Borrower*” or “*City*” means the City of Bossier City, Louisiana.

“*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 Baton Rouge, 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*” means the date on which the Bonds are delivered and payment therefor is received by the Authority.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“*Costs of Issuance*” means all costs incurred in connection with the issuance of the Bonds.

“*Costs of Issuance Account*” means the account within the Bond Proceeds Fund so designated which is established pursuant to the Indenture.

“*Debt Service Fund*” means the fund of that name created under the Indenture.

“*Defeasance Obligations*” means investments described in paragraphs (1) and (2) of the definition of Permitted Investments.

“*Disclosure Representative*” shall mean the Director of Finance of the Borrower or his or her designee, or such other officer or employee as the Borrower shall designate in writing to the Trustee from time to time.

“*DTC*” or “*Securities Depository*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depositories appointed pursuant to the Indenture.

“*Escrow Deposit Agreement*” means that certain Escrow Deposit Agreement dated as of March 1, 2015 by and between the Authority and the Escrow Agent.

“*Escrow Agent*” means Whitney Bank, Baton Rouge, Louisiana.

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

“*Indenture*” means this Trust Indenture dated as of March 1, 2015 between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions of the Indenture.

“*Interest Account*” means the Interest Account within the Debt Service Fund created pursuant to Article IV of the Indenture.

“*Interest Payment Date*” or “*interest payment date*” means each May 1 and November 1, commencing May 1, 2015.

*“Lawfully Available Funds”* means the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for other purposes by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that the full faith and credit of the Borrower is not pledged, and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

*“Loan”* means the aggregate amount of the moneys loaned to the Borrower pursuant to the Loan Agreement.

*“Loan Agreement”* or *“Agreement”* means the Loan Agreement, dated as of March 1, 2015, between the Authority and the Borrower, as supplemented and amended from time to time.

*“Maximum Annual Debt Service”* means, as of the date of calculation, the highest aggregate annual debt service requirements and debt service payable on the Bonds, the outstanding Parity Bonds, and any Additional Bonds during the then current or any succeeding Fiscal Year over the remaining term of the Bonds, the Outstanding Parity Bonds and any Additional Bonds.

*“Moody’s”* means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, *“Moody’s”* shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority with the approval of the Borrower.

*“Outstanding”* or *“outstanding,”* when used with reference to the Bonds, means all Bonds which have been authenticated and issued under the Indenture except:

- (a) Bonds canceled by the Trustee pursuant to the Indenture;
- (b) Bonds for the payment of which moneys or Defeasance Obligations shall be held in trust for their payment by the Trustee as provided in the defeasance provisions of the Indenture;
- (c) Bonds which have been duly called for redemption and for which the Redemption Price thereof is held in trust by the Trustee as provided in the Indenture;
- (d) Bonds in exchange for which other Bonds shall have been authenticated and delivered by the Trustee as provided in the Indenture; and
- (e) for all purposes regarding consents and approvals or directions of Bondholders under the Loan Agreement or the Indenture, Bonds held by or for the Authority, the Borrower or any person controlling, controlled by or under common control with either of them.

*“Outstanding Parity Bonds”* means (i) the Unrefunded Bonds, and (ii) the outstanding Series 2014 Bonds.

*“Participant”* means any broker-dealer, bank and other financial institution from time to time for which DTC holds Bonds as securities depository.

“*Paying Agent*” means the paying agent for the Bonds (and may include the Trustee) and its successor or successors appointed pursuant to the provisions of the Indenture.

“*Payments*” means the amounts paid by the Borrower as provided in the Loan Agreement for the purpose of repaying the loan made by the Authority under the Loan Agreement from the proceeds of the Bonds.

“*Permitted Investments*” means:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation;
- (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
- (3) Senior debt obligations of other Government Sponsored Agencies;
- (4) Obligations of any federal agencies which obligations represent the full faith and credit of the United States of America, including:
  - Export-Import Bank
  - Rural Economic Community Development Administration
  - U.S. Maritime Administration
  - Small Business Administration
  - U.S. Department of Housing & Urban Development (PHA’s)
  - Federal Housing Administration
  - Federal Financing Bank;
- (5) 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:
  - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
  - Obligations of the Resolution Funding Corporation (REFCORP)
  - Senior debt obligations of the Federal Home Loan Bank System
- (6) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.);
- (7) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and “P-1” by Moody’s and which matures not more than 270 calendar days after the date of purchase;
- (8) Investments in a money market funds rated “AAAm” or “AAAm-G” or better by S&P;
- (9) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the Borrower prior to

maturity or as to which irrevocable instructions have been given by the Borrower 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 rating category of S&P and Moody’s or any successors thereto; or

(B) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) above, 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 (ii) 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;

(10) Municipal obligations rated “Aaa/AAA” or general obligations of any states of the United States of America with a rating of at least “A2/A” or higher by both Moody’s and S&P;

(11) Other forms of investments (including repurchase agreements) approved in writing by the Borrower with notice to S&P;

(12) Securities permitted by applicable State law, including but not limited to La. R.S. 33:2955, as amended.

“*Principal Payment Date*” when used with respect to the Bonds, means each November 1, commencing November 1, 2018.

“*Principal Account*” means the Principal Account within the Debt Service Fund created pursuant to Article IV of the Indenture.

“*Record Date*” means the fifteenth (15th) calendar day of the month previous to a month which contains an Interest Payment Date, or if such day shall not be a Business Day, the next preceding Business Day.

“*Redemption Price*” means with respect to any Bond or portion thereof to be redeemed, 100% of the principal amount thereof, plus the applicable premium, if any, and accrued interest thereon payable upon redemption thereof pursuant to the Indenture.

“*Refunded Bonds*” means the Authority’s \$100,000,000 Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2007, maturing November 1, 2018 through November 1, 2037, inclusive.

“*Refunding Account*” means the account of that name created under the Indenture.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns, and, if such corporation shall for any reason no longer perform the

functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority with the approval of the Borrower.

“*Series 2007 Bonds*” means the \$100,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2007, delivered November 13, 2007.

“*Series 2014 Bonds*” means the \$14,065,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (City of Bossier City Public Improvement Project), Series 2014, delivered September 16, 2014.

“*Sinking Fund Payment*” means the amount required to be applied by the Authority to the payment of the principal portion of the Redemption Price of Term Bonds on any date specified in the Indenture.

“*State*” means the State of Louisiana.

“*Tax Agreement*” means the Tax Exemption Certificate Agreement dated the date of issuance of the Bonds among the Authority, the Borrower and the Trustee.

“*Trust Estate*” means (1) all right, title and interest of the Authority in and to the Loan Agreement described in **GRANTING CLAUSE FIRST** and **GRANTING CLAUSE SECOND** above and (2) all Trust Moneys.

“*Trust Moneys*” means all moneys received by the Trustee:

(a) as herein provided to be held and applied under the Indenture, or required to be paid to the Trustee and the disposition of which is not herein otherwise specifically provided for, including, but not limited to, the investment income on all Funds and Accounts held by the Trustee under the Indenture;

(b) as proceeds from the sale of the Bonds, including, but not limited to, moneys or Federal Securities received by the Trustee; and

(c) as Payments payable under the Loan Agreement.

“*Trustee*” means the state banking corporation or national banking association with corporate trust powers qualified to act as trustee under the Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of the Indenture, initially Whitney Bank, Baton Rouge, Louisiana.

“*Underwriter*” means, collectively, Stephens Inc., Baton Rouge, Louisiana, and Sisung Securities Corporation, New Orleans, Louisiana.

“*Unrefunded Bonds*” means the Series 2007 Bonds maturing November 1, 2015, to and including November 1, 2017, in the aggregate principal amount of \$6,825,000.



## SUMMARY OF THE INDENTURE

### AUTHORIZATION, TERMS AND CONDITIONS OF BONDS

**Authority for and Issuance of Bonds.** The Indenture provides for the issuance of a series of bonds designated “\$80,460,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (City of Bossier City, Louisiana Project), Series 2015.” No Bonds may be issued under the provisions of the Indenture except in accordance with this Section. The total principal amount of Bonds that may be issued and Outstanding under the Indenture is hereby expressly limited to \$80,460,000. The Bonds will be issuable solely as fully registered Bonds without coupons in Authorized Denominations numbered R-1 consecutively upward. Initially, one Bond shall be issued with respect to each of the individual serial maturities of the Bonds.

The Bonds shall initially be dated as of their date of issuance. The Bonds issued in exchange for or on the registration or transfer of such Bonds shall be dated the date of the Trustee’s authentication thereof.

Payments of principal and premium, if any, and interest on the Bonds shall be payable by wire transfer by the Trustee on each Principal and Interest Payment Date to the Registered Owner as of the Record Date at its address as it last appears on the registration books of the Trustee. All such payments shall be made in lawful currency of the United States at the address specified in writing by the Owner delivered to the Trustee at the address designated in Section 12.07 of the Indenture at least 30 days preceding the Payment Date.

If any payment of interest or principal on the Bonds is due on a day other than a Business Day, payment shall be made on the next succeeding Business Day, with the same effect as if made on the day such payment was due.

**Interest on Bonds.** The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof upon surrender of the Bonds at the corporate trust office of the Trustee in Baton Rouge, Louisiana. The interest on the Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee on such due date to each person in whose name a Bond is registered, at the address(es) as they appear on the Bond Register maintained by the Trustee at the close of business on the applicable Record Date irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall default in payment of interest due on such Interest Payment Date; provided that the owners of \$1,000,000 or more in aggregate principal amount of Bonds may receive payment by wire transfer to a bank in the United States of America if such owners have requested such payment in writing to the Trustee, which request shall be made no later than two (2) Business Days preceding the 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 two (2) Business Days preceding a 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 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 Bonds not less than fifteen (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.

**Execution.** The Bonds shall be executed on the Authority’s behalf with the manual or facsimile signatures of an Authorized Authority Representative, and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof.

In case any officer of the Authority whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until authentication; and any Bond may be signed on behalf of the Authority by such persons as are at the time of execution of such Bond proper officers of the Authority, even though at the date of the Indenture, such person was not such officer.

**Special Limited Obligations.** The principal of, premium, if any, and interest on the Bonds and any other payments required by the Indenture shall be special and limited obligations of the Authority payable solely out of (1) Payments by the Borrower under the Loan Agreement, (2) the funds and accounts created under the Indenture and (3) money received by the Trustee that is otherwise part of the Trust Estate. The Bonds are secured solely by the Trust Estate, and are issued on a complete parity of lien as to the Outstanding Parity Bonds. The covenants and agreements contained herein and in the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Authority, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general assets or revenues of the Authority (other than the Trust Estate) shall arise therefrom. The Authority has no authority to tax. Nothing contained in this Section, however, shall relieve the Authority from the observance and performance of the covenants and agreements on its part contained in the Indenture or in the Bonds.

The Bonds and any other payments required by the Indenture are not a debt of the State or any political subdivision thereof. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation of the laws of the State. Neither the State nor any other political subdivision thereof, other than the Borrower, will be obligated to pay the principal of, premium, if any, or interest on the Bonds and neither the faith and credit nor the taxing power of the State or any other political subdivision thereof is pledged to such payment. The general credit of the Authority is not pledged to any such payment. No recourse under or upon any covenant or agreement of the Indenture, or of any Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future incorporator, officer or member of the governing body of the Authority, or of any successor, either directly or through the Authority, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Bonds issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the governing body of the Authority or any successor, or any of them, because of the issuance of the Bonds, or under or by reason of the covenants or agreements contained in the Indenture or in any Bonds or implied therefrom.

Nothing in the provisions of the Indenture, the Tax Agreement, the Loan Agreement or the Bonds shall obligate the Authority, or any of its officers, directors, members, agents or employees to expend any funds other than those which are derived exclusively from the sale of the Bonds or from the Borrower or Trustee under the terms and provisions of the Indenture and the Loan Agreement.

**Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication on the Bonds shall have been duly executed by a duly authorized representative of the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under the Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued under the Indenture.

**Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Trustee may authenticate and deliver a new Bond of like date, series, maturity and denomination as that Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and, in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Authority and the Trustee satisfactory to them. If any such Bond is about to mature or has matured or been called for redemption, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof. The Authority and the Trustee may charge the Owner of such Bond their reasonable fees and expenses incurred.

All duplicate Bonds issued and authenticated under this Section 2.08 shall constitute original, contractual obligations of the Authority (whether or not lost, stolen or destroyed Bonds are at any time found by anyone) and shall be entitled to equal and proportionate rights and benefits hereunder as all other Outstanding Bonds issued hereunder.

**Registration and Transfer of Bonds; Persons Treated as Owners.** The Authority shall cause books for the registration and for the transfer of the Bonds as provided in the Indenture (the "Register") to be kept by the Registrar. At reasonable times and under reasonable regulations established by the Registrar and subject to any applicable law providing to the contrary, such lists, containing the names and addresses of the Registered Owners, may be inspected by or a copy thereof provided to the Borrower or Owners (or a designated representative thereof) of 10% or more in aggregate principal amount of Bonds Outstanding. Upon any additions, deletions or changes in Owners, the Registrar shall provide a corrected list to the Borrower on its written request therefor.

On surrender for transfer of any Bond at its principal corporate trust office, the Registrar shall enter the name or names and address or addresses of the transferee on the registration books of the Authority and shall deliver such Bond to the transferee, or, on request of the transferee, shall deliver a new fully authenticated and registered Bond or Bonds in the name or names of the transferee, such new Bond or Bonds to be of Authorized Denominations and of the same maturity and same Series and for the aggregate principal amount which the Owner is entitled to receive.

All Bonds presented for transfer, redemption or payment (if so required by the Authority or the Registrar), shall be accompanied by a written instrument or instruments of transfer, in form and with guaranty of signature as set forth in the form of the Bonds included in the Indenture, or as may be satisfactory to the Authority and the Registrar, duly executed by the Owner or by his duly authorized attorney.

The Registrar also may require payment from the Owner of a sum sufficient to cover any tax or other governmental fee or charge that may be imposed in relation thereto, but no other cost shall be assessed to such Owner. Such taxes, fees and charges shall be paid before any such new Bond shall be delivered.

The Authority, the Trustee and the Paying Agent shall not be required (a) to issue or register the transfer of any Bonds during any period beginning on a Record Date and ending at the close of business on the Business Day next preceding the next succeeding Bond Payment Date or (b) to transfer any Bonds selected, called or being called for redemption in whole or in part.

Bonds delivered on any transfer as provided herein, or as provided in this Section, shall be valid limited obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured

by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Authority, the Paying Agent, and the Trustee may treat the person in whose name a Bond is registered on the books of the Authority maintained by the Trustee as the absolute Owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

**Cancellation and Destruction of Surrendered Bonds.** Upon the surrender to the Trustee of any temporary or mutilated Bonds, or Bonds transferred or exchanged for other Bonds, or Bonds paid at maturity by the Authority, the same shall forthwith be canceled and, in accordance with applicable law and regulations and the Trustee's policies and procedures, destroyed by the Trustee, and the Trustee, upon the written request of the Authority, shall deliver its certificate of such destruction to the Authority.

### FUNDS AND ACCOUNTS; FLOW OF FUNDS

**Creation of Funds and Accounts.** Upon delivery of and payment for the Bonds, the Trustee is hereby expressly authorized to create the following special funds and accounts relating to the Bonds, to be held in trust and administered by the Trustee:

- (a) Bond Proceeds Fund, and the Costs of Issuance Account and the Refunding Account therein;
- (b) Debt Service Fund, and the Interest Account and Principal Account therein; and
- (c) Rebate Fund.

**Bond Proceeds Fund; Costs of Issuance Account.** Upon delivery of and payment for the Bonds, proceeds of the Bonds shall be deposited into the Bond Proceeds Fund and allocated as follows:

- (a) \$671,959.29 of Bond Proceeds (which amount is net of Underwriter's Discount in the amount of \$603,450.00) to the Costs of Issuance Account, to be used to pay Costs of Issuance of the Bonds; and
- (b) \$90,206,991.94 of Bond Proceeds to the Refunding Account of the Bond Proceeds Fund to be transferred to the Escrow Fund held by the Escrow Agent and used as directed in the Escrow Deposit Agreement to pay the principal of and interest on the Refunded Bonds through early redemption.

**Debt Service Fund.** The Trustee shall create and maintain for so long as any of the Bonds remain outstanding a special Debt Service Fund. Monthly, upon receipt, the Trustee shall deposit into the Debt Service Fund all payments made by the Borrower pursuant to the Loan Agreement, as follows:

- (i) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing March 25, 2015, the Borrower shall transfer to the Debt Service Fund one-half (1/2th) of the amount required to pay the interest on the Bonds on May 1, 2015, and thereafter, on the twenty-fifth (25th) day of each month thereafter or, if such day is not a Business Day, the next succeeding Business Day, commencing May 25, 2015, the Borrower shall transfer to the Debt Service Fund one-sixth (1/6) of the amount required to pay the interest payable on the Bonds on the next Interest Payment Date;

(ii) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing November 25, 2017, the Borrower shall transfer to the Debt Service Fund, one-twelfth (1/12) of the amount required to pay principal on the Bonds on the next ensuing Principal Payment Date; and

(iii) On the twenty-fifth (25th) day of each month, or, if such day is not a Business Day, the next succeeding Business Day, into any of the foregoing funds an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by the Indenture.

Moneys on deposit in the Debt Service Fund shall be used solely to pay the principal of and interest on the Bonds as it becomes due and payable, whether on an Interest Payment Date, at maturity, upon acceleration, or upon earlier redemption.

Any investment earnings on monies on deposit in the Debt Service Fund shall be retained therein and shall be applied to payment of the next succeeding Principal and Interest payments coming due on the Bonds.

Each installment of the Debt Service Payments payable by the Borrower under the Loan Agreement will be in an amount which, including moneys in the Debt Service Fund then available, will be designed to provide for the timely payment in full of the principal of and interest on the Bonds. The Borrower promises that it will pay the Debt Service Payments from Lawfully Available Funds of the Borrower in accordance with the terms of the Loan Agreement.

**Rebate Fund.** The Trustee shall create and maintain for so long as any of the Bonds remain outstanding a special Rebate Fund. Moneys deposited and held in the Rebate Fund shall be used to make all rebate payments owed to the United States under the Code, and shall not be subject to the pledge of the Indenture. The Borrower shall comply with the requirements of Section 148 of the Code and the regulations thereunder, and the Borrower, at its expense, shall make the calculation(s) required by the Code and the Tax Agreement and shall direct the Trustee in writing to make deposits to and make disbursements from the Rebate Fund that the Borrower determines are in accordance therewith.

**Application of Moneys in the Rebate Fund.** 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 the Indenture. Moneys required to be paid to the United States shall be deposited in the Rebate Fund by the Borrower under the Loan Agreement as required thereby and by the Indenture.

**Amounts Remaining in Costs of Issuance Account.** Funds remaining in the Costs of Issuance Account 180 days after the Closing Date shall be transferred to the Debt Service Fund.

**Amounts Remaining in Funds; Releases.** It is agreed by the parties hereto that any amounts remaining in the funds and accounts existing pursuant to the Indenture upon the expiration or sooner cancellation or termination of the Loan Agreement, as provided therein, after payment in full of all Bonds then Outstanding under the Indenture (or provisions for the payment thereof having been made in accordance with Article XII of the Indenture), and the fees, charges and expenses of the Authority and the Trustee and all other amounts required to be paid under the Loan Agreement and under the Indenture have been paid, shall belong to and be paid to the Borrower.

## ADDITIONAL BONDS

**Additional Bonds.** Additional Bonds may be issued in one or more series on a parity with the Bonds by the Authority at the request of the Borrower under a supplement to the Indenture to pay all or part of the additional cost of the Projects so long as:

- (a) no Event of Default under the Indenture has occurred and is then continuing and the Borrower and Authority shall have approved the issuance of such Additional Bonds; and
- (b) there shall have been filed with the Trustee an opinion of an attorney or firm of attorneys generally recognized as having expertise in matters relating to municipal bonds to the effect that the exclusion from “gross income” for Federal income tax purposes of the interest on any tax-exempt Bonds then outstanding under the Indenture shall not be adversely affected.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to the Indenture or the separate indenture authorizing the issuance of such series of Additional Bonds.

**Refunding.** Refunding Bonds may be issued under and secured by a supplement to the Indenture for the purpose of providing funds for the refunding of the Bonds and Additional Bonds, upon compliance with the provisions of “**Additional Bonds**” hereinabove.

## INVESTMENT OF MONEYS IN FUNDS AND ACCOUNTS

**Moneys Held in Trust.** All moneys from time to time received by the Trustee under the Indenture for deposit in any fund established thereunder shall be considered trust funds, shall not be subject to lien or attachment and shall, except as hereinafter provided, be deposited with the Trustee until or unless invested or deposited as provided in “**Investment of Funds**” hereinbelow.

**Investment of Funds.** Moneys contained in the funds and accounts held by the Trustee shall be continuously invested and reinvested by the Trustee at the written direction of the Borrower in Permitted Investments, to the extent practicable, that shall mature (or be readily convertible to cash) not later than the respective dates, as estimated by the Trustee, when the moneys in said funds and accounts shall be required for the purposes intended, and:

- (a) No such investment shall be required to be made unless the cash at the time available therefor is at least equal to \$1,000;
- (b) The Trustee shall be authorized, to the extent necessary to enable the Trustee to discharge or perform its obligations hereunder, at any one or more times to sell any part or all of the investments whenever it may, for any reason or purpose whatsoever, deem any such sale to be desirable;
- (c) Any income derived from and any profit or loss on any such investment of moneys on deposit in any such fund or account shall be credited or debited, as the case may be, to the respective fund or account in which earned, except that earnings on amounts held in the Reserve Fund shall be transferred to the Interest Account; and

(d) No Permitted Investments in any fund or account may mature beyond the latest maturity date of any Bonds outstanding at the time such Permitted Investments are deposited.

An Authorized Borrower Representative shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article and the Tax Agreement, and the Trustee shall then invest such money under this Section as so directed. The Trustee shall in no event have any liability for any loss resulting from the investment of moneys in accordance with the directions of the Authorized Borrower Representative. The Trustee shall furnish annually to the Authority if requested, and on at least a monthly basis to the Borrower, a written copy of the types, amounts, yield and maturities of all such investments.

Investments shall be valued by the Trustee as frequently as deemed necessary by the Trustee or the Authority, but not less often than annually.

### **GENERAL COVENANTS OF THE AUTHORITY AND TRUSTEE**

**Payment of Bonds.** The Authority and the Trustee (with respect to their respective obligations to make payments from moneys available therefor and otherwise comply with the terms and conditions of the Indenture in accordance with the Indenture) covenant that they will promptly pay the principal of, premium, if any, and interest on every Bond issued under the provisions of the Indenture at the place, on the dates and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof; provided, however, that the performance of the obligations and any liability imposed by this Section shall be limited solely to the Trust Estate, including the Payments, and other revenues and receipts derived from the Loan Agreement, and the Authority and the Trustee shall not be responsible for any obligation or liability under this Section except to the extent of the Trust Estate and such Payments and other revenues and receipts.

**Payments.** The Authority covenants that while the Bonds are Outstanding hereunder, the Loan Agreement will provide for Payments by the Borrower which, when made, are to be set aside in the various Funds and Accounts established in Article IV of the Indenture.

**Payment of Fees and Charges of Trustee.** All charges made by the Trustee and the Paying Agent for services rendered and for payment of principal of, premium, if any, and interest on the Bonds (not paid by the Borrower from Payments under the Loan Agreement), will be paid by the Borrower, and will not be required to be paid by the Authority or the Owners of the Bonds. Notwithstanding the foregoing sentence, if the charges for services referenced in this Section are not paid when due, then the Trustee may pay all such charges from any monies in its possession under the provisions of the Indenture.

**Assignment of Revenues and Creation of Other Liens.** The Authority covenants and agrees that it will not assign, transfer or hypothecate (other than to the Trustee) any Payments then due or to accrue in the future under the Loan Agreement. The Authority further covenants and agrees that it will not create or consent to the creation or existence of any lien on the Trust Estate other than as permitted by the Indenture.

**Validity of Loan Agreement.** The Authority covenants that the Loan Agreement when executed and delivered by the Authority and the Borrower will be a valid and binding contract of the Authority; that the Loan Agreement will be lawfully made by the Authority; that the covenants of the Authority contained in the Loan Agreement and the Indenture are valid and binding; that the representations of the Authority set forth therein are true, correct and complete; that the Authority has good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the Trust Estate in the manner and form herein provided; and that the Authority will, at the expense of the

Borrower, warrant and defend title to same to and hold harmless the Trustee against the claims of all persons whomsoever.

**Covenants of Authority Concerning Enforcement of Loan Agreement.** The Authority covenants that it will in all respects promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements to be kept, performed and complied with by it. The Authority further covenants that it will not do or consent to anything being done, or knowingly omit or refrain from doing anything in any case where any such act done or consented to, or any such knowing omission of or refraining from action would or might be a ground for declaring a default under the Loan Agreement.

**Curing of Defects in Title to Trust Estate.** The Authority covenants and agrees that it will not do or consent to anything being done that might result in the Borrower's failure (a) to take such prompt actions as may be necessary or proper to remedy or cure any defect in or cloud on the title to the Trust Estate or any part thereof, whether now existing or hereafter developing or (b) to prosecute all such suits, actions and other proceedings as may be appropriate for such purposes. The Authority further covenants and agrees that it will not do or consent to anything being done that might result in the Borrower's failure to indemnify and save the Trustee, the Authority and every Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

**Execution of Additional Documents.** The Authority will, at the expense of the Borrower, but without expense to the Trustee or the Owners of the Bonds, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, conveyances, assignments, transfers and assurances as the Trustee shall reasonably require, for the better assuring, conveying, assigning and confirming unto the Trustee all and singular the Trust Estate hereby conveyed or assigned or intended to so be, or which the Authority may be or may hereafter become bound to convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of the Indenture or the Loan Agreement.

**Limitation of Obligations of Authority.** (a) Any performance by the Authority of all duties and obligations imposed on it by the Indenture, the exercise by it of all powers granted to it thereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the Authority for all warranties and other covenants thereunder, shall be limited solely to the Trust Estate, including revenues and receipts derived from the Loan Agreement, and the Authority and its officers and directors shall not be responsible for its or their duties, obligations, powers or covenants hereunder except to the extent of the Trust Estate.

(b) The Authority shall not be required to take any action not expressly provided for in the Indenture. The Authority shall have no obligation to review, control or oversee the activities of the Trustee in collecting any amounts payable pursuant to the Loan Agreement or the Indenture, or in making any payments on the Bonds. Furthermore, the Authority shall not be obligated to take any action or execute any document that might in its reasonable judgment involve it in any expense or liability unless it shall have been furnished with assurance of payment or reimbursement for any expense and with reasonable indemnity for liability of the Authority, its incorporators, directors, officers and counsel.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such person or entity, be liable, personally or otherwise, of any obligation (including, without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under the Indenture or the Loan Agreement, the



Tax Agreement, the Bond Purchase Agreement, the Bonds or elsewhere, and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or other or additional legal theory or theories whatsoever (collectively, the “Obligations”) shall in all events be absolutely limited obligations and liabilities, payable solely out of the Trust Estate.

(d) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(e) In no event shall the Indenture be construed as: (i) depriving the Authority of any right or privilege; or (ii) requiring the Authority or any member, officer, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or anyone else; which deprivation or requirement would violate or result in the Authority’s being in violation of any applicable state or federal law.

**Tax-Exempt Nature of Interest on the Bonds.** The Authority, as to matters under its control, covenants and agrees for the benefit of the Owners of the Bonds, to the extent permitted by the laws of the State, it will comply with the requirements of the Code and the Loan Agreement, in order to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The Authority further covenants and agrees that it will not take any action, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Authority to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or would result in the inclusion of the interest on any of the Bonds in “gross income” under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds, or (ii) the failure to pay any required rebate of arbitrage earnings to the United State of America or to comply with any agreements relating to the payment of such required rebate, or (iii) the use or investment of the proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds” or “arbitrage bonds” under the Code. The Borrower has agreed to comply with the requirements of Section 148 of the Code, as applicable to the Bonds, and to provide instructions to the Authority and Trustee regarding any actions to comply with Authority’s covenant in the Tax Agreement.

**Rights Under the Loan Agreement; Trustee as Holder.** The Authority agrees that the Trustee in its own name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Borrower under the Loan Agreement (other than the Unassigned Rights) for and on behalf of the Owners, whether or not the Authority is in default under the Indenture.

#### **EVENTS OF DEFAULT; REMEDIES**

**No Extension of Time for Payment of Principal, Premium or Interest.** The Trustee shall not be authorized to extend the time for any payment of principal, premium or interest without the prior written consent of or authorization by the owner of the Bonds so affected.

**Events of Default.** The term “*Event of Default*,” wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it is voluntary or involuntary or effected by operation of law or under any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) The payment of any installment of interest on any of the Bonds shall not be made when the same shall become due and payable;

(b) The payment of the principal of or of the Bonds shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or by acceleration or otherwise;

(c) A default shall occur under the Agreement;

(d) If by action or inaction of the Authority or the Borrower the interest on the Bonds shall become includable in “gross income” for Federal income tax purposes; or

(e) Default by the Authority in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Indenture on the part of the Authority to be performed, if such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the owners of not less than a majority in principal amount of the Bonds then Outstanding. Such default shall not become an Event of Default if said default be of the nature that (i) it cannot be corrected within the 30 day period after receipt of notice, but the Authority (or the Borrower pursuant to the provisions of the Indenture) promptly shall institute and diligently pursue corrective action until such default is cured, or (ii) the Trustee shall determine that such default is not curable but such default does not affect the validity or enforceability of the Bonds, the Indenture or the Agreement, an event of nonperformance shall not have occurred under the Agreement (other than as a result of the cross default provisions), and such default does not impair the security or the obligations provided for or under the Bonds, the Indenture or the Agreement; and (iii) the Bond Insurer shall have consented to such event not being an Event of Default.

The word “*default*” as used in the Indenture means failure of performance when due, exclusive of any period of grace, if any, allowed to correct any such failure.

**Right To Cure.** If the Authority, for whatever reason, at any time fails to perform any act or pay any amount which it is obligated to perform or pay and, as a result, an Event of Default occurs or is threatened, the Borrower has the right to perform such act or pay such amount on behalf of the Authority and thereby prevent or cure the Event of Default.

**Acceleration; Annulment of Acceleration.**

(a) Upon the occurrence of an Event of Default, the Trustee may, and shall, at the written direction of the owners of a majority in principal amount of the Bonds then Outstanding, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in the Indenture or in the Bonds to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the principal amount of all the Bonds then Outstanding plus all interest accrued thereon and which will accrue thereon to the date of payment.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture or the Agreement, the Trustee may annul such declaration and its consequences with respect to the Bonds if (i) moneys shall have been deposited in the Debt Service Fund sufficient to pay all matured installments of principal (other than principal due solely because of acceleration) and interest; (ii) moneys

shall be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Authority or the Borrower under the Indenture or the Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every Event of Default actually known to a Responsible Officer of the Trustee (other than a default in the payment of the principal of the Bonds due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

**Insufficiency in the Debt Service Fund and the Reserve Fund; Application of Moneys.**

Anything in the Indenture to the contrary notwithstanding, if at any time the moneys in the Debt Service Fund shall not be sufficient to pay the interest on, premium, if any, or the principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities), such moneys, together with any other moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in the Indenture or otherwise, such moneys shall, subject to the rights of the Trustee to indemnity and compensation under the Indenture, be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay any particular installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; then

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture) in the order of their due dates, with interest on the principal amount of such Bonds due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds and interest thereon, then to the payment thereof ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and then

THIRD, to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of the Indenture.

(b) If the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference; and

(c) If the principal of all the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the provisions

above, in the event that the principal of all the Bonds shall later become or be declared due and payable, then all such moneys shall be applied in accordance with the provisions of the second preceding paragraph.

Whenever money is to be applied by the Trustee pursuant to these provisions, such money shall be applied by the Trustee at such times and from time to time as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for application in the future; the deposit of such money or otherwise setting aside such money in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of the Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Discontinuance 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 and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

**Appointment of Receiver.** Upon the occurrence of an Event of Default, and upon filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or keeper pending such proceedings, with such powers as the court making such appointment shall confer.

**Remedies Not Exclusive.** No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity on or after the date of adoption of the Indenture.

**Remedies Vested in Trustee.** All rights of action under the Indenture, the Agreement or under any of the Bonds may be enforced by the Trustee without possession of the Bonds and without their production in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee may be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds.

**Majority of Bondholders Control Proceedings.** If an Event of Default shall have occurred and be continuing, notwithstanding anything in the Indenture to the contrary, the owners of at least a majority of the aggregate outstanding principal amount of Bonds then Outstanding shall have the right at any time by an instrument or instruments in writing executed and delivered to the Trustee, and affording the Trustee proper indemnification in accordance with the provisions of the Indenture, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Indenture, provided the direction is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of Bondholders

not joining in such direction, and provided further, that nothing in this paragraph shall impair the right of the Trustee in its discretion to take any other action under the Indenture which it may deem proper and which is not inconsistent with the direction by Bondholders.

**Individual Bondholder Action Restricted.**

(a) No owner of any Bond shall have any right to institute any suit, action or proceeding for the enforcement of the Indenture or for the execution of any trust under the Indenture or for any remedy under the Indenture unless:

(i) An Event of Default has occurred (other than a default in the payment of principal or interest on the Bonds) as to which a Responsible Officer of the Trustee is deemed to have notice in accordance with the provisions of the Indenture, or as to which the Trustee has been notified in writing; and

(ii) The owners of at least a majority of the aggregate outstanding principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in the Indenture or to institute an action, suit or proceeding in its own name; and these Bondholders shall have offered the Trustee such indemnity as may be satisfactory to the Trustee, and the Trustee shall have failed or refused to exercise the powers granted in the Indenture or to institute an action, suit or proceeding in its own name for a period of 60 days after receipt of the request and offer of indemnity.

(b) No one or more owners of Bonds shall have any right in any manner whatsoever to disturb or prejudice the security of the Indenture or to enforce any right under the Indenture except in the manner provided in the Indenture and then only for the equal benefit of the owners of all Outstanding Bonds.

**Waiver and Non Waiver of Event of Default.**

(a) No delay or omission of the Trustee or of any owner of Bonds to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given to the Trustee and to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Indenture or before the completion of the enforcement of any other remedy under the Indenture.

(c) Notwithstanding anything contained in the Indenture to the contrary, the Trustee, upon written request of the owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding shall waive any Event of Default and its consequences; provided, however, that a default in the payment of the principal of, premium, if any, and interest on any Bond, when due and payable or upon call for redemption, may not be waived after the date the same becomes due and payable without the written consent of the owners of all the Bonds at the time Outstanding.

(d) In case of a waiver by the Trustee of any Event of Default, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The

Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with these waiver provisions.

**Notice of Defaults.**

(a) Within 30 days after the receipt by a Responsible Officer of the Trustee of notice of an Event of Default or the occurrence of an Event of Default of which the Trustee is deemed to have notice in accordance with the provisions of the Indenture, the Trustee shall (unless the Event of Default has already been cured) give written notice of the Event of Default to the owners of all Bonds then Outstanding in the manner provided in the Indenture, provided that, except in the case of a default in the payment of principal, Redemption Price, or interest on any of the Bonds, the Trustee may withhold the notice to the Bondholders if, in its sole judgment, it determines that the withholding of notice is not detrimental to the best interest of the Bondholders.

(b) Subject to the provisions of the Indenture, the Trustee shall immediately notify, in writing, the Authority and the Borrower of any Event of Default known to the Trustee.

**SUPPLEMENTAL INDENTURES**

**Supplemental Indentures Not Requiring Consent of Bondholders.** The Authority and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to the Indenture as shall not be inconsistent with the terms and provisions of the Indenture and in the opinion of the Trustee shall not materially and adversely affect the interest of the Bondholders for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Indenture;
- (b) To grant to or confer up on the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Bondholders or the Trustee or either of them;
- (c) To subject to the lien and pledge of the Indenture additional revenues, properties or collateral;
- (d) To provide for the issuance of Additional Bonds in conformity with the provisions of the Indenture and to fix all details with respect thereto or to provide further conditions, limitations or restrictions on the issuance of Additional Bonds;
- (e) To modify, amend or supplement the Indenture or any indenture supplemental to the Indenture in such manner as to permit the qualification of the Indenture or supplement thereof under any Federal statute hereafter in effect or under any state Blue Sky Law, and, in connection therewith, if they so determine, to add to the Indenture or any indenture supplemental to the Indenture such other terms, conditions and provisions as may be permitted or required by any said Federal statute or Blue Sky Law; provided, that any such supplemental indenture referred to in the Indenture shall not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of the Bonds; or
- (f) To provide any other modifications which, in the sole judgment of the Trustee, are not materially and adversely prejudicial to the interests of the Bondholders.

**Supplemental Indentures Requiring Consent of Bondholders.** Anything contained in the Indenture to the contrary notwithstanding, except for indentures supplemental thereto authorized by the preceding paragraph and subject to the terms and provisions contained below, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right from time to time to consent to and approve the execution by the Authority and the Trustee of such other indenture or indentures supplemental thereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any indenture supplemental thereto; provided, however, that nothing contained in this paragraph shall permit, or be construed as permitting, without the consent of the owners of all the Bonds then outstanding (a) an extension of the stated maturity or scheduled sinking fund redemption or reduction in the principal amount or premium of, or reduction in the rate or extension of the time of payment of interest on, any Bonds, or (b) the creation of any lien on the Trust Estate or any part thereof pledged under the Indenture prior to or on a parity with the lien of the Indenture, or (c) a reduction in the aforesaid aggregate outstanding principal amount of Bonds the owners of which are required to consent to any such indenture supplemental thereto. No such amendment shall modify the rights, duties or immunities of the Trustee without the written consent of the Trustee.

If at any time the Authority shall request the Trustee to enter into any such supplemental indenture for any of these purposes, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the Bondholders in the manner provided in the Indenture. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Bondholders. If, within 90 days or such longer period as shall be prescribed by the Authority following the giving of such notice, the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as provided in the Indenture, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as permitted and provided by the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

So long as no event of nonperformance under the Agreement has occurred and is continuing, no such supplement shall become effective unless the Borrower shall have given its prior written approval.

**Filing.** Copies of any supplemental indenture shall be filed with the Trustee and delivered to the Authority and the Borrower.

**Reliance on Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon an opinion of counsel satisfactory to the Trustee, who may be counsel for the Authority, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of the Indenture prior to joining in the execution of such supplemental indenture.

**Supplement Binding.** Upon the execution of any supplemental indenture pursuant to these provisions, the Indenture shall be deemed to be supplemented, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Trustee, the Authority and the owners of Bonds then outstanding shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendment.

**Supplemental Agreement.** The Authority and the Borrower, with the approval of the Trustee in certain events, may consent to amendments or supplements to the Agreement for the purposes and in the manner provided in the Agreement.

## **DEFEASANCE**

**Payment.** When all of the Bonds shall have been paid and discharged, and there shall have been paid all fees and charges of the Trustee due or to become due through the date on which the last of the Bonds is retired, then the Indenture shall cease, terminate and become null and void, and thereupon the Trustee shall release the Indenture including the cancellation and discharge of the lien of the Indenture, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien of the Indenture and, if necessary, to enter on the records such satisfaction and discharge and to re convey to the Authority any property or interest therein or other rights conveyed under the Indenture and such other instruments to evidence such release and discharge as may be reasonably required by the Authority, and the Trustee shall assign and deliver to the Authority any property at the time subject to the lien of the Indenture which may then be in its possession, except amounts in any Fund otherwise required to be paid by the Indenture and except such cash and investments as are held by the Trustee for the payment of interest and premium, if any, on and retirement of the Bonds.

**Provision for Payment.** Any Bonds shall be deemed to have been paid and discharged within the meaning of the Indenture, if the Trustee, or an escrow trustee, shall hold, in trust for and irrevocably committed thereto, moneys or Defeasance Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient for the payment of such Bonds, at their maturity or redemption date, of the principal thereof, together with the redemption premium, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provisions satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held in accordance with the provisions of this paragraph shall be invested only in Defeasance Obligations the maturities or redemption dates and interest payment dates of which, at the option of the owner, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by the Defeasance Obligations held pursuant to these provisions shall, as determined by the Trustee or the escrow trustee, to the extent not required for the purposes of this paragraph, be paid to the Borrower as overpayment of Payments.

## **SUMMARY OF THE LOAN AGREEMENT**

### **TERM, NATURE AND BENEFITS OF LOAN AGREEMENT**

**Term.** The term of the Agreement shall commence on the Closing Date for the Bonds, and shall terminate (unless discharged upon prepayment of all sums due thereunder by the Borrower prior thereto as hereinafter provided) on the date on which the Bonds and all other sums secured hereunder shall have been paid or provision for their payment shall have been made in accordance herewith. Notwithstanding the foregoing, the indemnification provisions of the Agreement shall survive the termination thereof and the defeasance of the Bonds under the Indenture.

**Nature and Benefits.** The Agreement has been executed and delivered in part to induce concurrently herewith the purchase by others of the Bonds, and, accordingly, all covenants and



agreements on the part of the Borrower and the Authority, as set forth therein and herein, are hereby declared to be for the benefit of the Trustee for the owners from time to time of the Bonds. The Borrower consents and agrees to the assignment by the Authority to the Trustee under the Indenture of all of the Authority's right, title and interest (except for certain rights relating to exculpation, indemnification and payment of expenses) in, to and under the Agreement and agrees that the provisions hereof may be enforced by the Trustee under the provisions of the Indenture. The Borrower agrees to do all things within its power in order to comply with, and to enable the Authority to comply with, all requirements and to fulfill, and to enable the Authority to fulfill, all covenants of the Indenture and the Bonds.

The Agreement (i) is a debt obligation of the Borrower not subject to cancellation due to inability to appropriate funds to make Payment, (ii) is payable from Lawfully Available Funds of the Borrower on a *pari passu* basis with the payment obligations of the Borrower relating to the Unrefunded Bonds and the Series 2014 Bonds, and (iii) shall remain in full force and effect until the Bonds and the interest thereon and all amounts due and owing hereunder and under the Indenture have been fully paid or otherwise provided for or discharged.

### **DISBURSEMENT OF BOND PROCEEDS; PAYMENTS; CREDITS; OBLIGATIONS UNCONDITIONAL; PREPAYMENT**

**Disbursement of Bond Proceeds.** In order to provide funds for refunding the Borrower's outstanding loan, the Authority, as soon as practicable after the execution of the Agreement will proceed to issue, sell and deliver the Bonds to the purchasers thereof and will deposit the proceeds thereof as provided by the provisions of the Indenture with the Trustee for disbursement in accordance with the provisions of the Indenture.

**Amounts Payable.** Upon the terms and conditions of this Loan Agreement, the Authority shall lend to the Borrower the proceeds of the sale of the Bonds. The proceeds of the Loan shall be deposited with the Trustee and applied in accordance with the Indenture.

The Borrower covenants and agrees that it will continue to collect gaming, sales tax, and ad valorem property tax revenues, utility and sewer user fees from the citizens, residents, customers and operators of business, industrial and commercial developments as well as gaming establishments which are reasonably expected to produce annual revenues in the then current Fiscal Year equal to at least 100% of the annual principal and interest requirements on the Bonds in such Fiscal Year.

Notwithstanding the foregoing, the Borrower, for and in consideration of the issuance of the Bonds under the Indenture by the Authority and the application of the proceeds thereof by the Authority as provided in the Indenture, the Borrower hereby promises to repay the Loan from its gaming revenues, existing sales tax revenues and utility and sewer user fees in accordance with the terms thereof and, if its gaming revenues, existing sales tax revenues and sewer user fees are insufficient to make such payments, from Lawfully Available Funds, by making the following payments (collectively called the "Payments") to or for the account of the Authority:

- (a) Debt Service Payments being, in the aggregate, an amount sufficient for payment in full of all Bonds from time to time issued under the Indenture and then outstanding, including (i) the total interest becoming due and payable on the Bonds to the date of payment thereof, and (ii) the total principal amount of and premium, if any, on the Bonds. The Debt Service Payments with respect to the Bonds shall be payable directly to the Trustee for the account of the Authority in installments.

The Borrower agrees to pay the Payments in the amounts, time and manner as hereinafter provided:

(i) On the 25th day of each month, or if such day is not a Business Day, the next succeeding Business Day, commencing March 25, 2015, one-half (1/2th) of the amount required to pay the interest on the Bonds on May 1, 2015, and on the 25th day of each month thereafter or, if such day is not a Business Day, the next succeeding Business Day, one-sixth (1/6) of the amount required to pay the interest payable on the Bonds on the next Interest Payment Date;

(ii) On the 25th day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing November 25, 2017, one-twelfth (1/12) of the amount required to pay principal on the Bonds on the next ensuing Principal Payment Date; and

(iii) On the 25th day of each month, or, if such day is not a Business Day, the next succeeding Business Day, into any of the foregoing funds an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by the Indenture.

Each installment of the Payments payable by the Borrower hereunder shall be in an amount which, without regard to the payments required under the provisions of the Indenture, but including moneys in the Debt Service Fund then available, shall be designed to provide for the timely payment in full of the principal of and interest on the Bonds.

Notwithstanding anything to the contrary contained herein, the Borrower promises that it will pay the Payments from Lawfully Available Funds of the Borrower on a *pari passu* basis with the payment obligations of the Borrower relating to the Unrefunded Bonds and the Series 2014 Bonds, in accordance with the terms hereof at such times and in such amounts so as to assure that no default in the payment of principal of, premium, if any, or interest on the Bonds shall at any time occur. The Borrower does hereby obligate itself and its successors to budget and appropriate annually a sum of money sufficient to make the Payments required by the Agreement, including any principal and/or interest on the Bonds theretofore matured and unpaid and to collect revenues sufficient to make such Payments.

Whenever the Borrower shall fail to pay the full amount of any installment of Payments payable under Section (a) above by the date on which such installment is due, the Trustee shall give immediate telephonic notice thereof, promptly confirmed in writing, to an Authorized Borrower Representative.

(b) Default or Delay Payments consisting of the amounts, fees and expenses which the Authority may incur or be or become legally obligated to pay under the terms of the Bonds or the Indenture by reason of any default hereunder or thereunder or any default or delay in Payment of the sums due hereunder or thereunder, provided that such default or delay shall have resulted in the Borrower's default or breach of covenant under the Agreement; the amount expended by the Authority or the Trustee or indebtedness incurred by the Authority or the Trustee for the purpose of curing the Borrower's defaults hereunder or in connection with any defaults under the Bonds or the Indenture and all costs, expenses and charges, including reasonable attorneys' fees, incurred by the Authority or the Trustee in collecting the Payments or in enforcing any covenant

or agreement of the Borrower contained in the Agreement or incurred in pursuing any remedy hereunder or under the Indenture.

(c) Costs of Issuance and Trustee Expense Payments consisting of costs of issuance of the Bonds and the Administrative Expenses, including the Authority's fees, Trustee's initial acceptance fee, and the fees and expenses of counsel to the Trustee in connection with the issuance of the Bonds, to be paid directly to the Authority, the Trustee or counsel to the Trustee upon demand, and, commencing on the Closing Date and continuing until the principal of and interest on all Bonds outstanding under the Indenture shall have been fully paid, all expenses owed under the Indenture or the Agreement, including (i) the annual fee, if any, of the Trustee for the ordinary services of the Trustee rendered and ordinary expenses incurred under the Indenture during the twelve month period preceding that date, (ii) the reasonable fees and charges of the Authority or the Trustee, and all costs relating to the exchanging of Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Authority or the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including attorneys' fees, as and when the same become due, provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses, and in the event of such contest may only withhold payment of the contested fees, charges or expenses.

**Credits Against Payments.** A credit against and reduction of the Payments shall be derived only from the following sources:

- (a) Surplus moneys (including investment earnings) contained in the funds and accounts held by the Trustee under the Indenture;
- (b) Advance payments or prepayments of Payments; and
- (c) Reductions in principal and interest requirements of Bonds due to the purchase or redemption of Bonds as provided in the Indenture.

**Obligation to Make Payments.** As authorized by the Act, the obligation of the Borrower to repay the Loan by making the Payments from Lawfully Available Funds of the Borrower in accordance with the terms hereof, shall be absolute and unconditional and shall not be subject to, nor shall the Borrower be entitled to assert, any rights of non-appropriation, abatement, deduction, reduction, deferment, recoupment, setoff, offset or counterclaim by the Borrower or any other person, nor shall the same be abated, abrogated, waived, diminished, postponed, delayed or otherwise modified under or by reason of any circumstance or occurrence that may arise or take place, irrespective of what statutory rights the Borrower may have to the contrary, including but without limiting the generality of the foregoing:

- (a) Any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of, by or affecting the Borrower, except as otherwise provided in the Agreement;
- (b) Any change in the tax or other laws of the United States, the State or any governmental issuer;
- (c) Any failure of the Authority or the Trustee to perform and observe any agreement or covenant, expressed or implied, or any duty, liability or obligation arising out of or

in connection with the Agreement, the invalidity, enforceability or disaffirmance or any of the Agreement, the Indenture or the Bonds or for any other cause similar or dissimilar to the foregoing.

Furthermore, the Borrower covenants and agrees that it will remain obligated under the Agreement in accordance with its terms, and that it will not take or participate or acquiesce in any action to terminate, rescind or avoid the Agreement.

Debt Service Payments owed hereunder due to the early redemption of the Bonds shall be paid to the Trustee not later than 30 days prior to the date set for redemption thereof.

### **CERTAIN COVENANTS OF THE BORROWER**

**General Covenants of the Borrower.** The Borrower further expressly represents, covenants and agrees:

(a) To comply with the terms, covenants and provisions expressed or implied, of all contracts pertaining to the business of the Borrower, the violation or breach of which would materially and adversely affect the ability of the Borrower to fulfill its obligations under the Agreement;

(b) Whenever and so often as requested to do so by the Trustee or the Authority, promptly to execute and deliver or cause to be executed and delivered all such other and further instruments and documents, and to promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Authority, the Trustee and the owners of the Bonds all rights, interests, powers, benefits, privileges and advantages conferred upon them by the Agreement and the Indenture;

(c) Promptly, upon the request of the Authority or the Trustee from time to time, to take such action as may be necessary or proper to prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and to indemnify and save the Authority and the Trustee harmless from all loss, cost, damage and expense, including attorney's fees, which they or either of them may ever incur by reason of any such suit, action or proceeding;

(d) To defend against every suit, action or proceeding at any time brought against the Authority or the Trustee based on any claim arising out of the receipt, application or disbursement of any of the Trust Estate or involving the Authority's or the Trustee's rights or obligations under the Agreement or under the Indenture (except in the case of the Trustee's gross negligence or willful misconduct), to indemnify and hold harmless the Trustee and each officer, employee, agent, or other representative of the Trustee against claims arising out of the Trustee's responsibilities under the Indenture or any other document entered into by the Trustee in connection with the Bonds (except in the case of the Trustee's gross negligence or willful misconduct), to indemnify and hold harmless the Authority and any officer, employee, agent, servant or trustee of the Authority against claims during the term of the Agreement that may be occasioned by any cause (other than the negligence or willful misconduct of the Authority, its officers, employees, agents, servants and trustees) pertaining to the use of proceeds and any liabilities or losses resulting from violations by the Borrower of conditions, agreements and requirements of law, and to protect and insulate the Authority and the members of its Executive Committee individually from any and all financial responsibility or liability whatsoever with respect thereto;

(e) To fulfill its obligations and to perform punctually its duties and obligations under the Agreement and to otherwise carry on its business in accordance with the terms hereof;

(f) To cause compliance with all material provisions of applicable Federal, State and local laws;

(g) To pay, discharge, indemnify and save the Authority and the Trustee, except in the case of their gross negligence or willful misconduct, and the respective officers, agents, employees, servants and trustees harmless of, from and against any and all costs, claims, damages, expenses, liabilities, liens, obligations, penalties and taxes of every character and nature by or on behalf of any person, firm, corporation, entity or governmental issuer regardless of by whom advanced, asserted, held, imposed or made, which may be imposed upon, incurred by or asserted against the Authority and the Trustee and their respective officers, agents, employees, servants, and trustees arising out of, resulting from or in any way connected with the Agreement, the Bonds or the Indenture excepting willful misconduct and gross negligence on the part of the Authority or the Trustee or their respective officers, agents, employees, servants and trustees. The Borrower also covenants and agrees, at its expense, to pay and to indemnify and to save the foregoing harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand; and

(h) To budget and appropriate annually moneys sufficient to make the Payments or other obligations under the Agreement hereof in a timely manner.

**Compliance with Continuing Disclosure.** The Borrower has executed the Continuing Disclosure Certificate and has agreed to comply timely with the requirements set forth therein. The Borrower shall cause copies of any filings and/or disclosures that are required to be made pursuant to the terms of the Continuing Disclosure Certificate to be delivered to the Authority within five (5) days of any such filing or disclosure if requested by the Authority.

**Covenants, Representations and Warranties Relating to Federal Income Taxation.** The Borrower covenants that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds thereof and take such other and further actions as may be required by the Code and applicable temporary, proposed and final Regulations and procedures, necessary to assure that interest on the Bonds is excludable from gross income for Federal income tax purposes. Without limiting the generality of the foregoing covenant, the Borrower hereby covenants, represents and warrants, as follows:

(a) The Borrower will not take, fail to take or permit the commission of any action within its control necessary to be taken in order that interest on the Bonds will continue to be excludable from gross income for Federal income tax purposes;

(b) The Borrower will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code;

(c) The average term of the Series 2009 Bonds, calculated in proportion to the “issue price” (as defined in Section 1273 of the Code) of the Refunded Bonds of each stated maturity of such Refunded Bonds, did not exceed 120% of the average reasonably expected economic life of the underlying assets financed with the proceeds of the Borrower’s prior loan, or the investment earnings thereon, weighted in proportion to the respective cost of each item comprising the assets financed with the proceeds of such prior loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (i) the date on

which the Refunded Bonds were issued or (ii) the date on which such property was placed in service (or expected to be placed in service);

(d) The Borrower will not cause the Bonds to be treated as “federally guaranteed” obligations within the meaning of Section 149(b) of the Code (as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code);

(e) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the Borrower reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code;

(f) As provided in Article V of the Agreement, the Borrower will monitor or cause to have monitored the yield on the investment of the proceeds of the Bonds and moneys pledged to the repayment of the Bonds, other than amounts not subject to yield restriction and will restrict the yield on such investments to the extent required by the Code or the Regulations; and

(g) The Borrower agrees to comply with all the terms and provisions of the Tax Agreement executed in connection with the issuance and sale of the Bonds, and to perform the covenants and duties imposed on it contained therein.

All officers, employees and agents of the Borrower are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Borrower as of the date the Bonds are delivered. In complying with the foregoing covenants, the Borrower may rely from time to time upon an opinion issued by nationally-recognized bond counsel to the effect that any action by the Borrower or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

**Information.** The Borrower agrees, whenever reasonably requested by the Authority or the Trustee, to provide and certify or cause to be provided and certified such information concerning the Borrower, its finances, and other topics as the Authority or the Trustee, as the case may be, considers necessary to enable counsel to the Authority or the Trustee, as the case may be, to issue its opinions and otherwise advise the Authority or the Trustee, as the case may be, as to the transaction or the legal capacity of the parties to enter into the same, or to enable it to make any reports required by law, governmental regulation or the Indenture. When any such information is provided by the Borrower pursuant to this Section the Borrower shall provide such information to the Authority and the Trustee.

**Source of Payments.** The Borrower agrees to pay or cause to be paid the Payments required by the Agreement from Lawfully Available Funds of the Borrower in the manner and at the times provided by the Agreement.

**Annual Reports.** Annually, within one hundred eighty (180) days from the end of each Fiscal Year, the Borrower will have made a complete audit of its records and accounts by an independent certified public accountant. A signed counterpart of its audited financial statements shall be furnished to the Authority and the Trustee, and a copy thereof shall be furnished by the Borrower to any Bondholder who requests the same in writing.

Any independent accountant which audits and reports on the Borrower's financial statements or provides any certificate, report or opinion under the Indenture or the Agreement shall be (i) one of the "big four" nationally recognized firms of independent certified public accountants (or their successors) or (ii) a firm acceptable to the Louisiana Legislative Auditor.

**Reliance.** The Authority shall not be under any obligation to perform any recordkeeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower.

**No Violations of Law.** In no event shall the Agreement be construed as depriving the Authority of any right or privilege or requiring the Authority or any agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else, which deprivation or requirement would violate or result in the Authority's being in violation of the Act or any other applicable state or federal law. At no time and in no event will the Borrower permit, suffer or allow any of the proceeds of the Agreement or the Bonds to be transferred to any Person in violation of, or to be used in any manner that is prohibited by, the Act or any other state or federal law.

**Immunity of Officers, Employees and Members of the Authority.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Agreement against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement and the issuance of such Bonds.

**Covenant Resolution.** The total indebtedness contracted for in the Agreement and the obligations undertaken herein by the Borrower are legal, valid, enforceable and in compliance with and do not exceed any limitation or restriction imposed upon the Borrower.

**Financial Covenants With Respect to the Bonds.** The Borrower further covenants and agrees at all times during the term of the Agreement to maintain Lawfully Available Funds in an amount sufficient to comply with the then annual Debt Service Coverage Ratio Requirement.

**Special Covenants of the Borrower.** While any of the Bonds shall remain Outstanding, the Borrower agrees that it will undertake to perform the obligations and duties assigned to it in the Indenture, as if such obligations and duties were undertaken by it in the Agreement and set out herein.

## ASSIGNMENT

**Assignment of the Agreement.** The rights of the Borrower under the Agreement may be assigned as a whole or in part with the prior written approval of the Authority but no such assignment shall constitute a release of the Borrower from its obligations hereunder.

Each transferee of the Borrower's interest in the Agreement shall assume the obligations of the Borrower hereunder to the extent of the interest assigned or sold, and the Borrower shall, not more than 60 nor less than 30 days prior to the effective date of any such assignment or sale, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each such assignment or sale.

**Restrictions on Transfer of Authority's Rights.** The Authority agrees that, except for the assignment of certain of its rights, title and interest under the Agreement (including its rights to receive

payments to be made hereunder) to the Trustee pursuant to the Indenture, it will not during the term of the Agreement sell, assign, transfer or convey its interests in the Agreement except pursuant to the Indenture and as hereinafter set forth in “**Assignment by Authority**” hereinbelow.

**Assignment by Authority.** It is understood, agreed and acknowledged that the Authority will assign to the Trustee pursuant to the Indenture certain of its rights, title and interests in and to this Loan Agreement (reserving its rights, however, pursuant to sections of this Loan Agreement providing that notices, reports and other statements be given to the Authority and also reserving its rights to reimbursement and payment of costs and expenses under the provisions of the Loan Agreement, its rights to indemnification under the provisions of the Loan Agreement and its individual and corporate rights to exemption from liability under the provisions of the Loan Agreement and the Borrower hereby assents to such assignment and pledge.

## **SUPPLEMENTS AND AMENDMENTS**

**Amendment Without Consent.** The Authority and the Borrower, with the consent of the Trustee with respect to subparagraphs (d) and (e) below, but without the consent of the owners of any of the Bonds Outstanding under the Indenture, may enter into supplements to the Agreement which shall not be inconsistent with the terms and provisions of the Agreement for any of the purposes heretofore specifically authorized in the Agreement or the Indenture, and in addition thereto for the following purposes:

(a) To cure any ambiguity or formal defect, inconsistency or provide omitted language in the Agreement or to clarify matters or questions arising under the Agreement;

(b) To add covenants and agreements for the purpose of further securing the obligations of the Borrower under the Agreement,

(c) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities or funds;

(d) To conform the provisions of the Agreement in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of the Indenture,

(e) To provide any other modifications which, in the sole judgment of the Trustee, are not materially prejudicial to the interests of the Bondholders subject to the Trustee’s reliance on counsel pursuant to the Indenture; or

(f) To conform the covenants and provisions of the Borrower contained in the Agreement to any different financial statement presentation required by the Financial Accounting Standard Board which is different than the presentation required as of the date of issuance of the Bonds, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the Bonds.

**Amendment Upon Approval of a Majority of Bondholders.** The provisions of the Agreement may be amended in any particular with the written consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bonds required to approve any amendment, or which permits a change in the date of payment of the principal or interest on any Bonds or of any Redemption Price thereof or the rate of interest thereon.



If at any time the Authority and the Borrower shall request the Trustee to consent to a proposed amendment for any of the purposes of this paragraph, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Bondholders. If, within 90 days or such longer period as shall be prescribed by the Authority following such notice, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such proposed amendment, shall have consented to and approved the execution thereof as provided in the Agreement, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Borrower or the Authority from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as permitted and provided by the Agreement, the Agreement shall be and be deemed to be modified and amended in accordance therewith.

**Filing.** Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Authority and the Borrower before such supplement or amendment may become effective.

**Reliance on Counsel.** The Authority and the Trustee shall be entitled to receive, and shall be fully protected in relying upon the opinion of counsel satisfactory to the Trustee, who may be counsel for the Authority, as conclusive evidence that any such proposed supplement or amendment complies with the provisions of the Agreement and the Indenture and that it is proper for the Authority and the Trustee under the provisions of the Agreement to execute or approve such supplement or amendment.

**Notice to Rating Agencies.** No supplemental agreement or amendment shall be executed and delivered pursuant to the provisions of the Loan Agreement without prior written notice having been given by the Borrower to S&P and Moody's of the Borrower's intention to execute such supplemental agreement or amendment not less than fifteen (15) days in advance of the execution of said supplemental agreement or amendment.

## **EVENTS OF DEFAULT; REMEDIES**

**Events of Default Defined.** The terms "Event of Default" and "Default" shall mean any one or more of the following events:

- (a) The Borrower shall default in the timely payment of any Payment pursuant to the Agreement.
- (b) An Event of Default shall exist under the Indenture or the Tax Agreement.
- (c) The Borrower shall fail duly to perform, observe or comply with any other covenant, condition or agreement on its part under the Agreement (other than a failure to make any payment required under the Agreement), and such failure continues for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Borrower by the Trustee; provided, however, that if such performance, observance or compliance requires work to be done, action to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 30 day period, no Event of Default shall be deemed to have occurred or to exist if,

and so long as the Borrower shall commence such performance, observance or compliance within such period and shall diligently and continuously prosecute the same to completion.

(d) The entry of a decree or order by a court having jurisdiction in the premises adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for it period of 90 consecutive days.

(e) The institution by the Borrower of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making by it of all assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

**Remedies.** Whenever any Event of Default shall have happened and be continuing, any one or more of the following remedial steps may be taken:

(a) The Authority or the Trustee may declare all installments of Payments under the Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) The Authority or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Agreement;

(c) The Authority or the Trustee may have access to and inspect, examine and make copies of any and all books, accounts and records of the Borrower; and/or

(d) The Authority or the Trustee (or the owners of the Bonds in the circumstances permitted by the Indenture) may exercise any option and pursue any remedy provided by the Indenture.

**No Remedy Exclusive; Selective Enforcement.** No remedy conferred upon or reserved to the Authority or the Trustee by the Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement and as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of nonperformance shall impair any such right or power or shall be presumed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in the Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required by the Agreement. In the event the Authority or the Trustee shall elect to selectively and successively enforce its rights under the Agreement, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security interest

securing payment of the indebtedness secured by the Agreement or the Indenture until such time that it shall have been paid in full all sums secured under the Agreement and the Indenture. The foreclosure of any lien provided pursuant to the Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Authority or the Trustee might obtain as a result of such selective and successive foreclosure.

**Indenture Overriding.** All of the provisions of the Agreement are subject to and subordinate to the rights and remedies of the Bondholders and the Trustee pursuant to the Indenture. The Authority shall have no power to waive any Event of Default under the Agreement, except with respect to indemnification and its administrative payments, without the consent of the Trustee to such waiver.

**Agreement to Pay Attorneys' Fees, Costs and Expenses.** In any Event of Default, if the Authority or the Trustee employs attorneys or incurs other costs or expenses for the collection of amounts payable under the Agreement or under the Indenture or the enforcement of the performance or observance of any covenants or agreements on the part of the Borrower contained in the Agreement, whether or not such suit is commenced, the Borrower agrees that it will on demand therefor pay to the Authority or the Trustee the reasonable fees, costs and expenses of such attorneys and such other reasonable costs and expenses so incurred by the Authority or the Trustee.

**Authority and Borrower to Give Notice of Default.** The Authority and the Borrower covenant that they will, at the expense of the Borrower, promptly give to the Trustee written notice of any Event of Default under the Agreement of which they shall have actual knowledge or written notice, but the Authority shall not be liable (except as provided in the Agreement) for failing to give such notice.

**Correlative Waivers.** If an Event of Default under the Indenture shall be cured or waived and any remedial action by the Trustee rescinded, any correlative default under the Agreement shall be deemed to have been cured or waived.

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**APPENDIX B**

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

**History and Area**

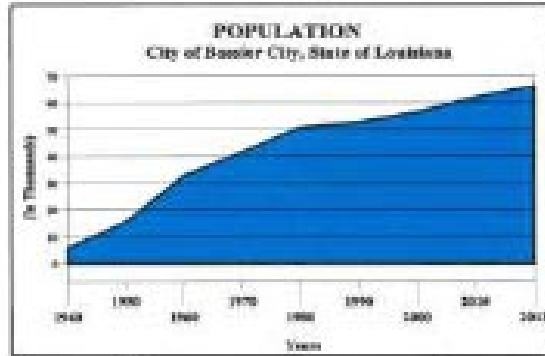
The City of Bossier City, State of Louisiana (the "Issuer" or "City") is mostly located in the Parish of Bossier, State of Louisiana (the "Parish"), which is located in northwestern Louisiana. A small portion of the City is located in Caddo Parish. The City has an area of approximately 41.6 square miles.

Preceding Appendix "A" to this Official Statement are maps indicating the general location of the Parish and the City.

**Population of the City**

The trend in the population of the City follows:

<u>Year</u>	<u>Population</u>
1940	5,786
1950	15,470
1960	32,776
1970	41,595
1980	50,817
1990	52,721
2000	56,461
2010	61,973
2013	66,333

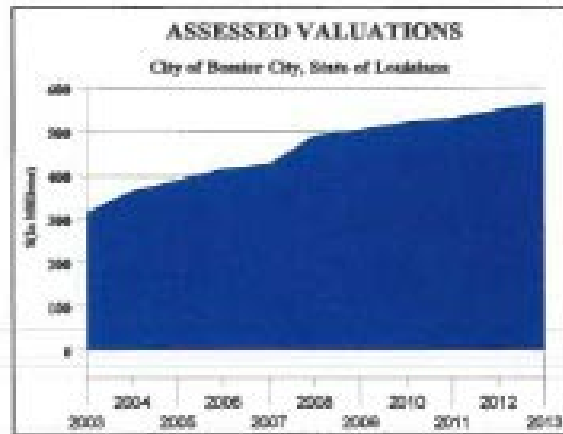


Source: U.S. Census Bureau.

**Assessed Valuations of the Issuer**

The trend in the assessed valuations of the Issuer follows:

<u>Tax Year</u>	<u>Taxable Assessed Valuation</u>
2003	\$314,566,810
2004	363,852,350
2005	387,762,750
2006	413,424,940
2007	424,688,760
2008	489,850,770
2009	503,909,949
2010	522,348,920
2011	531,543,350
2012	549,829,600
2013	564,366,670

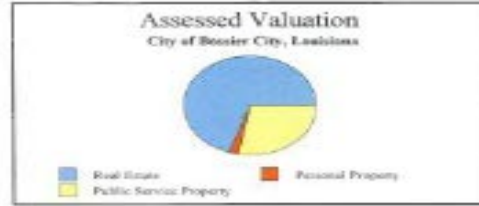


Sources: Bossier Parish Assessor; Caddo Parish Assessor; Louisiana Tax Commission.

## Assessed Valuation - By Classification of Property

A summary breakdown of the assessed valuations of the City by classification of property follows:

<u>Classification</u>	<u>2013 Assessed Valuation</u>
Real Estate Personal Property	\$393,829,250
Public Service Property	12,789,470
	<u>157,747,950</u>
Total	<u>\$564,366,670</u>



Source: Bossier Parish Assessor; Caddo Parish Assessor.

## Tax Collection Record

The City reported the following *ad valorem* tax collection record:

<u>Fiscal Year Ended</u>	<u>Total Tax Levy*</u>	<u>Collected within the Fiscal Year of the Levy</u>		<u>Collections In Subsequent Years</u>	<u>Total Taxes Collected</u>	<u>Percentage of Total Tax Collections To Tax Levy</u>
		<u>Amount</u>	<u>Percentage of Levy</u>			
2009	\$10,936,845	\$8,996,966	82.26%	\$1,898,468	\$10,895,434	99.62%
2010	11,333,813	8,520,130	75.17%	2,760,366	11,280,496	99.53%
2011	12,138,871	9,846,831	81.12%	2,249,120	12,095,951	99.65%
2012	12,518,443	9,284,039	74.16%	2,928,159	12,212,198	97.55%
2013	12,839,461	9,544,154	74.33%	N/A	9,544,154	74.33%

\*Does not include adjustments from Louisiana Tax Commission.

Source: *Comprehensive Annual Financial Report* (2013), City of Bossier City.

## Millage Rates

The recent trend in the *ad valorem* tax rates levied within the boundaries of the Issuer follows:

<u>City of Bossier City</u>	<u>Millage Rates</u>				
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Fire & Police	4.86	4.86	5.59	5.98	5.98
Fire & Police	8.48	8.48	8.48	8.45	8.45
Fire & Police	2.76	2.76	2.76	2.75	2.75
Operation	<u>5.59</u>	<u>5.59</u>	<u>5.59</u>	<u>5.57</u>	<u>5.57</u>
Total	21.69	21.69	22.83	22.75	22.75
<u>Bossier Parishwide Taxes</u>					
Parish Tax (inside municipalities)	1.31	1.31	1.31	1.34	1.34
Parish Tax (outside municipalities)	2.63	2.63	2.63	2.68	2.68
Health Unit	0.82	0.82	0.82	0.83	0.83
Library	7.48	7.48	7.48	7.57	7.57
Roads & Bridges	1.99	1.99	1.99	2.01	2.01
Correctional Facility	2.32	2.32	2.32	3.00	3.00
Assessment District	3.32	3.32	3.32	3.36	3.36
Law Enforcement District	12.17	13.51	13.51	13.67	13.67
Red River Waterway	2.34	2.34	2.34	2.34	2.34
Caddo-Bossier Parishes Port Comm.	2.50	2.50	2.50	2.50	2.50

	<b><u>Millage Rates</u></b>				
	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>
<b><u>Bossier Parishwide School Taxes</u></b>					
Constitutional Tax	3.27	3.27	3.27	3.31	3.31
School Maintenance & Operation	7.45	7.45	7.45	7.54	7.54
School Salaries	7.45	7.45	7.45	7.54	7.54
School Salaries	20.54	20.54	20.54	20.79	20.79
School Board Bonds	10.80	10.80	10.80	10.80	10.80
<b><u>Other Parish and District Taxes</u></b>					
Levee District	4.11	4.11	4.11	4.11	4.11
Cypress Black Bayou Recreation District	1.41	1.41	1.41	1.40	1.40
S. Bossier Fire District No. 2	11.49	11.49	11.49	12.26	12.26
<b><u>Caddo Parishwide Taxes</u></b>					
Parish Tax (inside municipalities)	3.11	3.11	3.11	3.07	3.07
Parish Tax (outside municipalities)	6.23	6.23	6.23	6.15	6.15
Red River Waterway M&O	0.82	0.82	0.82	0.82	0.82
Red River Waterway Capital Outlay	1.52	1.52	1.52	1.52	1.52
Juvenile Court	1.89	1.89	1.89	1.89	1.89
Parish Health M&O for Centers	1.30	1.30	1.30	1.28	1.28
Parish Health -Creation of Centers	0.84	0.84	0.84	0.84	0.84
Library	4.74	4.74	4.74	4.68	4.68
LibraryM&O	4.66	4.66	4.66	4.60	4.60
Public Facilities	0.81	0.81	0.81	0.80	0.81
Bonded Debt Service	1.95	1.75	1.75	1.75	1.75
Public Works	5.96	5.96	5.96	5.88	5.88
Jail Facilities	5.52	5.52	5.52	5.45	5.45
Courthouse Maintenance	2.60	2.60	2.60	2.60	2.60
Law Enforcement	13.47	13.47	13.47	13.29	13.41
Assessment District	2.37	2.37	2.37	2.34	2.34
Biomedical	1.76	1.76	1.76	1.74	1.74
Caddo-Bossier Parish Port Comm.	2.50	2.50	2.50	2.50	2.50
<b><u>Caddo Parishwide School Taxes</u></b>					
Constitutional Tax	7.96	7.96	7.96	7.85	7.85
Maintenance & Operation	17.34	17.34	17.34	17.11	17.11
Maintenance & Operation Support	11.41	11.41	11.41	11.26	11.26
Technology	1.27	1.27	1.27	1.25	1.25
Salaries & Benefits	20.45	20.45	20.45	20.18	20.18
Building Rep. Equipment	6.95	6.95	6.95	6.86	6.86
Renovations	5.22	5.22	5.22	5.15	5.15
Bond & Interest	7.60	7.60	7.60	6.00	6.00

Sources: Louisiana Tax Commission; Bossier Parish Assessor; Caddo Parish Assessor.

## Leading Taxpayers

The largest property taxpayers of the City and their 2013 assessed valuations follow:

<u>Name of Taxpayer</u>	<u>Type of Business</u>	2013 <u>Assessed Valuation</u>
1. Horseshoe Entertainment	Entertainment Bureau	\$20,876,640
2. Halliburton Energy Services	Oil & Gas	14,314,760
3. Louisiana Riverboat Gaming	Casino	9,561,240
4. Harrah's Louisiana Downs	Horse Track & Casino	7,210,700
5. Southwestern Electric Power	Electric Utility	7,087,290
6. Louisiana Riverwalk, LLC	Shopping Center/Malls	5,682,250
7. Northwest Pipe	Steel Pipe & Tubes Manufacturer	5,246,880
8. Baker Hughes Oilfield	Oil & Gas	4,444,310
9. Stirling Bossier LLC	Shopping Center	3,682,800
10. H & E Equipment Services	Construction Equipment Sales/Rental	2,843,960
TOTAL		\$80,950,830 <sup>(1)</sup>

<sup>(1)</sup> Approximately 14.34% of the 2013 taxable assessed valuation of the Issuer.  
Source: *Comprehensive Annual Financial Report* (2013), City of Bossier City.

### SUMMARY DEBT STATEMENT AS OF DECEMBER 1, 2014

(For additional information, see "APPENDIX E" of this Official Statement)  
(Excludes the portion of the City located in Caddo Parish.)

#### A. Direct Debt of the City of Bossier City

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Public Improvement Sales Tax Bonds	\$ 42,830,000
Utilities Revenue Bonds	173,044,000
LCDA Revenue Bonds	157,305,000 <sup>(1)</sup>

<sup>(1)</sup> Includes \$80,335,000 of bonds to be refunded by the LCDA Revenue Bonds (City of Bossier City, Louisiana Project), Series 2015.

#### B. Overlapping Debt of the Parish of Bossier

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Sales Tax Bonds	\$22,295,000
Limited Certificates of Indebtedness	415,000
LCDA Revenue Bonds	25,370,000

#### C. Overlapping Debt of the Parish School Board of the Parish of Bossier

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
LCDA QZAB Program	\$3,779,965
Revenue Bonds (Taxable QSCB)	10,000,000

#### D. Overlapping Debt of Parishwide-School District of the Parish of Bossier

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Unlimited <i>Ad Valorem</i> Tax Bonds	\$110,535,000



**E. Overlapping Debt of the Bossier Parish Law Enforcement District**

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Revenue Bonds	\$367,788

**F. Overlapping Debt of Caddo-Bossier Parishes Port Commission<sup>(1)</sup>**

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Limited Tax Bonds	\$10,845,000
Revenue Bonds	2,275,000
USDA Water Revenue Bonds	2,835,665
Utility Revenue Bonds	10,000,000

<sup>(1)</sup> Excludes certain obligations owed to the Louisiana Local Government Environmental Facilities and Community Development Authority and certain conduit bonds.

**G. Underlying Debt of Cypress-Black Bayou Recreation and Water Conservation District**

<u>Type of Obligation</u>	<u>Principal Outstanding</u>
Limited Tax Certificates of Indebtedness	\$100,000

**Default Record**

According to the City's Director of Finance, the City has never defaulted in the payment of its outstanding bonds or obligations.

**Outstanding Short Term Indebtedness**

According to the City's Director of Finance, the City has no short term indebtedness, other than normal accounts payable or as otherwise stated in this Official Statement.

**Audit Report**

Included in Appendix "C" hereto are the audited financial statements of the City for the fiscal year ended December 31, 2013, audited by KPMG, LLP, and their report, dated as of June 12, 2014, is included therein. The audited financial statements pertaining to the Issuer which are included in this Official Statement have been included in reliance upon said report; however, such Auditors have not consented to inclusion of the financial statements herein and have not performed any additional review procedures related thereto. The Auditors did not perform any procedures relating to any of the information in this Official Statement.

**Budget**

Included in Appendix "D" hereto is the Budget of the City for the fiscal year ending December 31, 2014.

**ECONOMIC INDICATORS**

**Per Capita Personal Income**

A comprehensive revision of the estimates of Per Capita Personal Income by State were published in November 2013 by the Bureau of Economic Analysis of the U.S. Department of Commerce.

The recent trends in revised per capita personal income for Bossier Parish, the Shreveport-Bossier City-Minden Economic Area, Louisiana, and the Nation are indicated in the following table:

	<u>Per Capita Personal Income</u>				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Bossier Parish	\$35,433	\$34,698	\$36,080	\$37,871	\$38,225
Shreveport-Bossier City-Minden Economic Area	38,692	36,285	37,922	40,199	41,234
Louisiana	37,799	36,378	37,217	38,623	40,057
United States	40,873	39,357	40,163	42,298	43,735

Source: U.S. Department of Commerce, Bureau of Economic Analysis. November 21, 2013.

(The personal income level for the United States is derived as the sum of the county estimates; it differs from the national income and product accounts (NIPA) estimate of personal income because by definition, it omits the earnings of Federal civilian and military personnel stationed abroad and others. It can also differ from the NIPA estimate because of different data sources and revision schedules.)

### **Employment**

The Louisiana Workforce Commission has issued revised not seasonally adjusted annual average statistics for various employment areas within Louisiana. The annual average figures for Bossier Parish and Louisiana were reported as follows:

<u>Year</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment</u>	<u>Parish Rate</u>	<u>State Rate</u>
2008	54,068	51,887	2,181	4.0	4.4
2009	53,633	50,502	3,131	5.8	6.6
2010	55,640	52,495	3,145	5.7	7.4
2011	56,353	53,231	3,122	5.5	7.2
2012	56,269	53,180	3,089	5.5	6.5
2013	55,296	52,143	3,153	5.7	6.2

The preliminary figures for the Parish for July 2014 were reported as follows:

<u>Month</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment</u>	<u>Parish Rate</u>	<u>State Rate</u>
07114	567,74	53,623	3,151	5.6	6.2 <sup>(1)</sup>

The preliminary figures for the Shreveport-Bossier City MSA for June 2014 were reported as follows:

<u>Month</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment</u>	<u>Parish Rate</u>	<u>State Rate</u>
07114	183,344	171,316	12,028	6.6	6.2 <sup>(1)</sup>

<sup>(1)</sup> The seasonally adjusted rate was 5.4.

Source: Louisiana Workforce Commission. August 22, 2014.

The following table shows the composition of the employed work force in the Shreveport-Bossier City MSA:

**Nonfarm Wage and Salary Employment by Major Industry  
(Employees in Thousands)**

	<b>Preliminary July 2014</b>	<b>Revised June 2014</b>	<b>Revised July 2013</b>
Mining & Logging	5.1	5.2	4.9
Construction	8.3	8.1	8.1
Manufacturing	8.7	8.8	8.9
Trade, Transportation & Utilities	34.5	34.5	34.3
Information	2.4	2.4	2.3
Financial Activities	7.1	7.0	7.1
Professional and Business Services	16.8	16.7	16.8
Educational and Health Services	26.7	26.8	26.2
Leisure and Hospitality	24.7	24.9	23.5
Other Services	6.2	6.2	6.1
Government	<u>32.4</u>	<u>32.7</u>	<u>32.8</u>
Total	172.9	173.4	171.0

Source: Louisiana Workforce Commission.

The names of the ten largest employers located in the Issuer are as follows:

<b><u>Name of Employer</u></b>	<b><u>Type of Business</u></b>	<b><u>Approximate No. of Employees</u></b>
1. Barksdale Air Force Base	Military	12,022
2. Bossier Parish School Board	Education	2,963
3. Harrah's Horseshoe Casino and Hotel/Harrah's Louisiana Downs	Casino/Hotel/Racetrack	1,800
4. Margaritaville Resort Casino	Casino/Hotel	1,400
5. State of Louisiana- Depart. of Civil Service	Government	1,204
6. Willis Knighton Health System	Health Care	1,053
7. Diamond Jack's Casino Resort	Casino/Hotel	850
8. Boomtown Bossier City Casino & Hotel	Casino/Hotel	800
9. City of Bossier City	Government	725
10. Wal-Mart Supercenter Airline Drive	Retail	600

Source: *Comprehensive Annual Financial Report* (2013), City of Bossier City.

There can be no assurance that any employer listed will continue to locate in the Issuer or continue to employ at the level stated.

**ANNUAL AVERAGE BOSSIER PARISH CONCURRENT ECONOMIC INDICATORS, 2009, 2010, 2011, 2012 AND FOURTH QUARTER 2013** *(All data not seasonally adjusted.)*

<b>BOSSIER PARISH</b>					
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013:4</b>
<b>EMPLOYMENT</b>					
<b>Total</b>	<b>42,513</b>	<b>43,161</b>	<b>44,355</b>	<b>43,581</b>	<b>44,068</b>
Agriculture, Forestry, Fishing, and Hunting	107	132	132	113	105
Mining	1,736	2,201	2,983	2,341	1,545
Utilities	308	310	281	273	272
Construction	2,887	2,587	2,387	2,401	2,287
Manufacturing	1,604	1,914	2,046	1,858	1,936
Wholesale Trade	1,223	1,324	1,359	1,606	1,798
Retail Trade	6,578	6,491	6,732	6,769	7,023
Transportation & Warehousing	746	701	713	688	711
Information	521	549	598	603	602
Finance & Insurance	894	898	924	942	1,008
Real Estate and Rental and Leasing	559	642	738	705	621
Professional & Technical Services	873	927	877	861	910
Management of Companies and Enterprises	334	346	362	341	343
Administrative and Waste Services	2,125	2,245	2,471	2,470	2,342
Educational Services	*	*	*	*	*
Health Care and Social Services	4,273	4,413	4,399	4,288	4,170
Arts, Entertainment, and Recreation	3,015	2,753	2,546	2,372	2,240
Accommodation and Food Services	6,562	6,685	6,459	6,512	7,541
Other Services, except Public Administration	1,263	1,056	1,117	1,071	993
Public Administration	3,005	3,080	3,143	3,152	3,025
<b>EARNINGS(\$ in Thousands)</b>					
<b>Total</b>	<b>Annual</b> <b>\$1,392,908</b>	<b>Annual</b> <b>\$1,500,844</b>	<b>Annual</b> <b>\$1,603,319</b>	<b>Annual</b> <b>\$1,574,709</b>	<b>Quarterly</b> <b>\$395,464</b>
Agriculture, Forestry, Fishing, and Hunting	3,786	5,442	5,043	4,862	1,320
Mining	112,954	158,758	231,189	190,623	30,963
Utilities	17,279	18,989	16,604	15,979	3,988
Construction	112,455	106,076	93,934	97,745	24,565
Manufacturing	74,707	90,393	103,824	92,723	24,147
Wholesale Trade	58,254	64,422	71,355	84,929	24,648
Retail Trade	154,422	157,669	166,666	168,830	44,322
Transportation & Warehousing	30,565	30,848	32,672	31,042	8,251
Information	20,265	20,604	20,767	22,675	6,566
Finance & Insurance	36,783	36,115	37,627	41,686	12,321
Real Estate and Rental and Leasing	17,145	20,402	27,709	27,729	6,872
Professional & Technical Services	38,329	41,727	38,961	39,310	11,817
Management of Companies and Enterprises	8,788	9,793	10,263	10,628	3,220
Administrative and Waste Services	50,703	58,660	64,511	64,085	15,604
Educational Services	*	*	*	*	*
Health Care and Social Services	155,261	158,803	162,878	163,655	42,913
Arts, Entertainment, and Recreation	66,814	62,382	59,027	54,575	12,759
Accommodation and Food Services	121,042	127,463	123,189	122,232	35,183
Other Services, except Public Administration	32,274	31,953	35,179	32,011	7,341
Public Administration	144,069	150,562	161,732	167,715	38,701

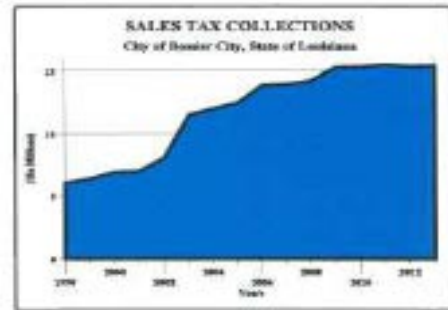
\*Data non-publishable.

Source: Louisiana Workforce Commission.

**Sales Tax Collections**

The trend in the City's one percent (1%) sales and use tax revenues is indicated in the table below:

<u>Fiscal Year (Ended 12/31)</u>	<u>Sales Tax Revenues</u>	<u>Fiscal Year (Ended 12/31)</u>	<u>Sales Tax Revenues</u>
1998	\$ 6,058,639	2006	\$13,920,015
1999	6,430,005	2007	14,008,846
2000	6,953,281	2008	14,272,174
2001	7,000,376	2009	15,314,632
2002	8,090,235	2010	15,347,513
2003	11,555,466	2011	15,515,545
2004	12,030,730	2012	15,397,185
2005	12,505,450	2013	15,429,083



Sources: *Comprehensive Annual Financial Report* (2013), City of Bossier City.

**Banking Facilities**

The City is served by the following banks:

**Banks**

- BancorpSouth Bank
- Capital One, National Association
- Citizens National Bank, National Association
- Community Bank of Louisiana
- Community Trust Bank
- Gibbsland Bank & Trust Company
- Home Federal Bank

- JPMorgan Chase Bank, National Association
- National Independent Trust Company
- Ouachita Independent Bank
- Progressive Bank
- Red River Bank
- Regions Bank

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## **APPENDIX C**

### **COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE BORROWER FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013**

The Comprehensive Annual Financial Report for the Fiscal Year Ending December 31, 2013 (and prior years) of the City of Bossier City, Louisiana is available in PDF format at the City of Bossier City, Louisiana website:

<http://www.bossiercity.org/Finance/>

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## **APPENDIX D**

### **FISCAL YEAR 2015 BUDGET OF THE BORROWER**

The Fiscal Year 2015 budget of the City of Bossier City, Louisiana is available in PDF format at the City of Bossier City, Louisiana website:

<http://www.bossiercity.org/Finance/>

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**APPENDIX E**  
**DEBT STATEMENT**

STATEMENT OF DIRECT AND UNDERLYING BONDED DEBT  
AS OF DECEMBER 1, 2014

(The accompanying notes are an integral part of this statement)

<u>Notes</u>	<u>Name of Issuer &amp; Issue</u>	<u>Interest Rates (%)</u>	<u>Dated Date</u>	<u>Final Maturity Date</u>	<u>Principal Outstanding</u>	<u>Principal Amount Due Within One Year</u>
(1)	<b><u>Direct Debt of the City of Bossier City, State of Louisiana</u></b>					
(2)	LCDA Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2007	4.0-5.25	11/13/07	11/01/37	\$87,160,000	\$2,015,000
(2)	LCDA Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2010B	2.35-6.27	10/13/10	11/01/40	56,080,000	1,370,000
(2)	LCDA Revenue Bonds (City of Bossier City, Louisiana Project), Series 2014	2.0-5.0	09/14/14	09/01/39	14,065,000	355,000
(3)	Utility Revenue Refunding Bonds, Series 2010	2.53	12/15/10	10/01/22	12,040,000	1,205,000
(3)	Utility Revenue Bonds (DEQ), Series 2010	0.95	11/10/10	10/01/31	20,996,000	1,013,000
(3)	Utility Revenue Refunding Bonds, Series 2012	2.09	07/16/12	10/01/19	3,938,000	623,000
(3)	Utility Revenue Bonds, Series 2014	2.0-5.0	08/12/14	10/01/43	22,000,000	0
(3)	Utility Revenue Refunding Bonds, Series 2014	2.0-5.0	10/14/14	10/01/38	114,070,000	1,675,000
(4)	Public Improvement Sales Tax Bonds, Series 2006	4.0-4.75	03/01/06	12/01/25	5,095,000	320,000
(4)	Public Improvement Sales Tax Refunding Bonds, Series ST-2006	4.0-5.0	10/26/06	12/01/22	18,655,000	1,715,000
(4)	Public Improvement Sales Tax Refunding Bonds, Series ST-2010	3.0-4.5	11/04/10	12/01/22	18,290,000	1,790,000
(5)	Public Improvement Sales Tax Refunding Bonds, Series ST-2009	2.625	03/10/09	11/01/14	790,000	790,000
(6)	<b><u>Overlapping Debt of the Parish of Bossier, State of Louisiana</u></b>					
(7)	Sales Tax Refunding Bonds, Series 2010A	2.73	12/14/10	07/01/22	22,295,000	2,635,000
(8)	Limited Certificates of Indebtedness, Series 2005	3.67	06/03/05	03/01/15	415,000	415,000
(2)	LCDA Revenue Bonds (Bossier Parish Public Improvement Projects), Series 2007	4.0-4.5	01/10/08	12/01/27	13,535,000	735,000
(2)	LCDA Revenue Bonds (Bossier Parish Public Improvement Projects), Series 2012	2.0-5.0	05/22/12	03/01/42	11,835,000	140,000
(9)	<b><u>Overlapping Debt of the Parish School Board of the Parish of Bossier, State of Louisiana</u></b>					
(10)	LCDA QZAB Program (Taxable)	0	02/01/02	11/01/15	279,965	223,972
(10)	LCDA QZAB Program (Taxable)	0.4	12/28/06	12/28/16	3,500,000	(a)
(11)	Revenue Bonds (Taxable QSCB), Series 2009	1.00	11/10/09	10/01/24	10/01/24	(a)
(12)	<b><u>Overlapping Debt of the Parishwide School District of the Parish of Bossier, State of Louisiana</u></b>					
(13)	General Obligation School Bonds, Series 2006	5.0	06/01/06	03/01/16	1,505,000	735,000
(13)	General Obligation School Bonds, Series 2007	4.0-5.0	11/01/07	03/01/25	11,680,000	655,000
(13)	General Obligation School Bonds, Series 2008	3.5-5.0	03/01/08	03/01/28	4,240,000	215,000
(13)	General Obligation School Refunding Bonds, Series 2008	3.375-5.0	08/28/08	03/01/17	1,955,000	500,000
(13)	General Obligation School Bonds, Series 2012	3.0-4.0	11/07/12	03/01/32	37,315,000	1,440,000
(13)	General Obligation School Bonds, Series 2013	3.0-5.0	05/30/13	03/01/33	28,840,000	1,160,000
(13)	General Obligation School Bonds, Series 2014	2.75-4.0	06/10/14	03/01/34	25,000,000	3,000,000

(a) Various amounts are required to be deposited annually in a sinking fund.

<u>Notes</u>	<u>Name of Issuer &amp; Issue</u>	<u>Interest Rates (%)</u>	<u>Dated Date</u>	<u>Final Maturity Date</u>	<u>Principal Outstanding</u>	<u>Principal Amount Due Within One Year</u>
(14)	<b><u>Overlapping Debt of the Bossier Parish Law Enforcement District</u></b>					
(15)	Revenue Bonds, Series 2003	5.0	11/05/03	11/05/28	367,788	16,503
(16)	<b><u>Overlapping Debt of Caddo-Bossier Parishes Port Commission, State of Louisiana*</u></b>					
(17)	Sewer Limited Tax Bonds, Series 1995	2.95	06/29/95	03/01/16	805,000	395,000
(17)	Limited Tax Revenue and Refunding Bonds, Series 2005-A	3.25-3.5	02/23/05	03/01/17	830,000	300,000
(17)	Limited Tax Revenue and Refunding Bonds, Series 2005-B	3.5-3.75	02/23/05	03/01/17	1,145,000	400,000
(17)	Limited Tax Revenue Bonds, Series 2008	4.0	07/29/08	03/01/18	8,065,000	1,440,000
(18)	Revenue Bonds (Oakley La. Inc. Project), Series 1998	various	05/05/98	07/01/28	2,275,000	130,000
(19)	USDA Water Revenue Bonds 2004	4.375	06/24/04	07/01/44	2,835,665	127,119
(20)	Utility Revenue Refunding Bonds, Series 2011	3.0-5.125	07/29/11	04/01/37	10,000,000	280,000
* Excludes obligations owed to the Louisiana Local Government Environmental Facilities and Community Development Authority and certain conduit bonds.						
(21)	<b><u>Underlying Debt of Cypress-Black Bayou Recreation and Water Conservation District of Bossier Parish, Louisiana</u></b>					
(22)	Limited Tax Certificates of Indebtedness, Series 2013	3.25	10/23/13	03/01/15	100,000	100,000

#### NOTES

- (1) The total 2013 assessed valuation of the City of Bossier City, State of Louisiana is approximately \$557,742,160, all of which is taxable for municipal purposes.
- (2) The bonds are limited and special obligations of the LCDA (the "Authority") payable solely from and secured by an assignment and a pledge by the Authority to the trustee of (i) payments and other revenues to be received by the Authority under an agreement; and (ii) certain funds held by the Trustee pursuant to the indenture to which bonds are issued and secured. In addition, the 2010B LCDA Revenue Bonds of the City of Bossier City are further secured by the City's portion of the Hotel/Motel Tax including its portion received from the State, and in part by the Direct Subsidy Payment deposited into the Debt Service Fund in order to pay interest from time to time, pursuant to the provisions of the Indenture dated October 1, 2010.
- (3) Payable solely from the income and revenues to be derived from the operation of the utility system, after provision has been made for payment therefrom of the reasonable and necessary expenses of administration, operation and maintenance of the utility system.
- (4) Secured by and payable solely from an irrevocable pledge and dedication of the avails or proceeds of a 1% sales and use tax, now being levied and collected by the issuer, pursuant to elections held on September 24, 1963, September 15, 1964, January 7, 1969, November 7, 1978 and May 16, 1981, subject only to the prior payment of the reasonable and necessary expenses of collection and administration of the tax.
- (5) Payable solely from and secured by an irrevocable pledge and dedication of the avails or proceeds received by the issuer from the levy and collection of the special one-half of ½% sales and use tax authorized at an election held on May 2, 1987, subject only to the prior payment of the reasonable and necessary costs and expenses of collecting the tax.
- (6) The total 2013 assessed valuation of the Parish of Bossier, State of Louisiana is approximately \$1,135,966,940, of which approximately \$950,687,572 is taxable.
- (7) Payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the issuer's ½% sales and use tax authorized at an election held in the parish on July 15, 2000, subject only to the prior payment of reasonable and necessary expenses of collection and administration of the tax.
- (8) Secured by and payable from a pledge and dedication of the funds to be derived by the issuer from the levy and collection of 7.15 mills of the special 8.31 mills tax (such rate being subject to adjustment from time to time due to reassessment), which has been authorized to be levied in each of the years 2005 through 2015 pursuant to elections held on November 18, 1995 and November 2, 2004.
- (9) The total 2013 assessed valuation of the Parish School Board of the Parish of Bossier, State of Louisiana is approximately \$1,135,966,940, of which approximately \$950,687,572 is taxable.
- (10) Payable from available funds of the Parish School Board of the Parish of Bossier, State of Louisiana.
- (11) Payable from an irrevocable pledge and deduction of the funds to be derived by the issuer from the levy and collection of a special tax of 3.27 mills (such rate being subject to adjustment from time to time due to reassessment and in accordance with a Resolution adopted September 17, 2009) within the issuer, authorized to be levied each year on all the property subject to taxation within the corporate boundaries of the issuer.
- (12) The total 2013 assessed valuation of the Parishwide School District of the Parish of Bossier, State of Louisiana is approximately \$1,135,966,940, of which approximately \$950,687,572 is taxable.
- (13) Secured by and payable from unlimited ad valorem taxation.

- (14) The total 2013 assessed valuation of the Bossier Parish Law Enforcement District is approximately \$1,135,966,940, of which approximately \$950,687,572 is taxable.
- (15) Secured by a pledge and dedication of the excess revenues of the Law Enforcement District (including specifically the revenues from the Cooperative Endeavor Agreement dated May 18, 2001 between the Law Enforcement District and the Louisiana Department of Public Safety and Corrections) above statutory, necessary and usual charges in each of the fiscal years the bonds are outstanding.
- (16) The total 2013 assessed valuation of the portion of the Caddo-Bossier Parishes Port Commission, State of Louisiana that lies within the Parish of Bossier is approximately \$1,135,966,940, of which approximately \$950,687,572 is taxable.
- (17) Secured by and payable from a pledge and dedication of the funds to be derived from the levy and collection of a special ad valorem tax of 2½ mills (such rate being subject to an adjustment from time to time due to reassessment) authorized at a special election held in the Parishes of Caddo and Bossier, Louisiana on April 3, 1993, after provision has been made for the reasonable and necessary expenses of collection thereof.
- (18) Secured by and payable by the revenues and other amounts pledged and assigned under the Indenture dated January 1, 1998.
- (19) Interim loan to the Port Commission.
- (20) Secured by and payable from revenues derived from the ownership and operation of the utility system, including payments from the Cooperative Endeavor Agreements dated May 16, 1995 and amended on March 20, 2009. The bonds are further secured, to the extent the net revenues are insufficient, by a pledge of excess revenues accruing to the issuer's General Fund in each of the years in which the bonds mature, by and between the issuer and the City of Bossier City.
- (21) The total 2013 assessed valuation of the Cypress-Black Bayou Recreation and Water Conservation District of Bossier Parish, Louisiana is approximately \$788,322,980, of which approximately \$653,451,221 is taxable.
- (22) Secured by and payable from a pledge and dedication of the funds to be derived by the issuer from the levy and collection of a special tax of 1.4 mills (such rate being subject to adjustment from time to time due to reassessment), which has been authorized to be levied in each of the years through 2014, pursuant to an election held on November 15, 2003.

*(NOTE: The above debt statement excludes all operating and capital leases.)*

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**APPENDIX F**

**FORM OF OPINION OF BOND COUNSEL**

March 4, 2015

Louisiana Local Government Environmental Facilities  
and Community Development Authority  
729 Spain Street  
Baton Rouge, LA 70808

Stephens Inc.  
445 North Blvd., Suite 802  
Baton Rouge, LA 70802

Sisung Securities Corporation  
201 St. Charles Avenue, Ste. 4240  
New Orleans, LA 70170

\$80,460,000

Louisiana Local Government Environmental Facilities  
and Community Development Authority  
Revenue Refunding Bonds  
(City of Bossier City, Louisiana Project), Series 2015

Gentlemen:

We have acted as bond counsel to Louisiana Local Government Environmental Facilities and Community Development Authority (“Issuer”), in connection with issuance of the above captioned bonds (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 issued by the Issuer pursuant to the provisions of Chapter 10-D of title 33 (La. R.S. 33:4548.1 through 4548.16), and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the “Act”), and resolutions adopted on October 9, 2014 and December 11, 2014 (together, the “Resolution”) by the Executive Committee of the Board of Directors of the Issuer, which serves as the governing authority of the Issuer. The Bonds are issued and secured pursuant to a Trust Indenture dated as of March 1, 2015 (the “Indenture”) between the Issuer and Whitney Bank, as trustee (the “Trustee”). Under the Indenture, the Issuer has pledged the Trust Estate (as defined in the Indenture) to the payment of principal of, premium (if any) and interest on the Bonds when due. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

The Issuer has entered into a Loan Agreement dated as of March 1, 2015 (the “Loan Agreement”) with the City of Bossier City, State of Louisiana (the “City”), a political subdivision of the State of Louisiana (the “State”) pursuant to which the Issuer will loan the proceeds from sale of the Bonds to the City for the purpose of (i) advance refunding the Issuer’s outstanding \$100,000,000 Revenue Bonds (City of Bossier City Public Improvement Projects), Series 2007 (the “Refunded Bonds”), maturing November 1, 2018 and thereafter, and (ii) paying the costs of issuance of the Bonds.

Pursuant to the Loan Agreement, the City has agreed to make loan repayments solely from Lawfully Available Funds (as defined in the Loan Agreement) sufficient to pay the principal of and interest on the

Bonds. The rights of the Issuer under the Loan Agreement (except for rights of the Issuer relating to exculpation, indemnification and payment of expenses) have been pledged and assigned by the Issuer to the Trustee as security for the Bonds.

Regarding questions of fact material to our opinion, we have relied on the representations of the Issuer contained in the Loan Agreement and in certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

We have examined (i) the Constitution and statutes of the State, including the Act; (ii) a certified transcript of the proceedings of the Issuer authorizing issuance of the Bonds; (iii) the Indenture, the Loan Agreement, and the Tax Exemption Certificate and Agreement dated the date of delivery and payment for the Bonds; and (iv) such other documents, instruments, proofs and matters of law as we have deemed relevant to issuance of the Bonds and necessary for the purpose of this opinion.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Issuer is validly existing as a body corporate and politic and public instrumentality of the State with the power to execute the Loan Agreement and the Indenture, and to perform the agreements on its part contained therein and to issue the Bonds.

2. The Indenture and the Loan Agreement have been duly authorized and executed by the Issuer, and constitute valid binding obligations of the Issuer enforceable against the Issuer.

3. The Indenture creates a valid lien on the Trust Estate for the security of the Bonds on a parity with other bonds (if any) issued or to be issued under the Indenture.

4. The Bonds have been duly authorized and executed by the Issuer, and are valid and binding limited obligations of the Issuer, payable solely from the Trust Estate. The Bonds do not constitute an obligation, general or special, debt, liability or moral obligation of the State or any political subdivision thereof, or constitute or create a pledge of the faith and credit of the Issuer, the State or any political subdivision thereof. The Issuer has no taxing power, nor does it have the power to pledge the general credit or taxing power of the State or any political subdivision thereof. The Issuer receives no funds from any state agency or other political subdivision or governmental unit.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining adjusted current earnings. This opinion is subject in all respects to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Issuer has covenanted that it shall not take or permit to be taken any action which would result in interest on the Bonds not being excludable from gross income for federal income tax purposes. We express no opinion regarding tax consequences arising with respect to ownership of the Bonds other than as expressly set forth herein.

6. Interest on the Bonds is exempt from all taxation by the State or any political subdivision thereof under existing laws.

7. The Escrow Agreement has been duly authorized, executed and delivered by, and constitutes the legal, binding and valid obligation of the Issuer. Upon application of proceeds of the



Bonds as provided in the Escrow Agreement, funds sufficient to pay the principal of the Refunded Bonds on November 1, 2017, and all interest to accrue on said Refunded Bonds until such time, will have been irrevocably deposited in trust to make such payments, and the covenants and agreements and other obligations of the Issuer to the owners of the Refunded Bonds will be discharged and satisfied. This opinion is qualified to the extent that enforceability of the Escrow Agreement may be limited by applicable bankruptcy, moratorium, insolvency, or similar laws or equitable principles from time to time in effect relating to enforcement of creditors rights generally.

8. The Bonds are exempt from registration under the Securities Act of 1933 and the Louisiana Blue Sky Laws, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939.

In rendering the opinions express in paragraph 5 above, we have relied on representations of the Issuer and the City with respect to matters solely within the knowledge of the Issuer and the City which we have not independently verified, and have assumed continuing compliance with the covenants of the Indenture, the Loan Agreement and the Tax Exemption Certificate and Agreement pertaining to those sections of the Code which affect 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 or the City fails to comply with the foregoing covenants, interest on the Bonds could be included in gross income for federal income tax purposes from the date of their original delivery, regardless of the date on which the event causing such inclusion occurs.

In rendering this opinion, we have relied upon the opinion of Butler Snow, LLP, counsel to the Trustee, with respect to the corporate power of the Trustee to enter into, and the due authorization, execution and delivery by the Trustee of the documents described above to which it is a party and the binding effect thereof on the Trustee. We have also relied upon the opinion of counsel to the City with respect to the corporate power of the City to enter into, and the due authorization, execution and delivery by the City of the documents described above to which it is a party and the binding effect thereof on the City.

The rights of the owners of the Bonds and enforceability of the Bonds, the Indenture and the Loan Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

The opinions contained herein are given only as of the date hereof. No opinion is expressed as to any future acts of the parties or changes in existing law. We undertake no responsibility and disclaim any obligation to supplement this opinion or otherwise advise you or any person of any change after the date hereof in the law (whether constitutional, statutory or judicial) or of the facts presently in effect, even though such change may alter the scope or substance of the opinions expressed herein or affect the legal or factual statements or assumptions herein. We have no obligation to revise or reissue this opinion pertaining to any transaction which occurs after the date hereof and undertake no responsibility or obligation to consider this opinion's applicability or correctness to any person other than its addressees. This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

Respectfully submitted,  
JOSEPH A. DELAFIELD  
A PROFESSIONAL CORPORATION

By: \_\_\_\_\_

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## APPENDIX G

### FORM OF CONTINUING DISCLOSURE CERTIFICATE OF THE BORROWER

This Continuing Disclosure Certificate (the “*Disclosure Certificate*”) is executed and delivered by the City of Bossier City, State of Louisiana (the “*Borrower*”) in connection with the issuance by the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Authority*”) of its \$80,460,000 Revenue Refunding Bonds (City of Bossier City, Louisiana Project) Series 2015 (the “*Bonds*”). The Borrower is an “obligated person” within the meaning of the Rule, as defined below.

The Borrower covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Borrower for the benefit of the owners, including beneficial owners, or holders of the Bonds (the “*Bondholders*”), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), (the “*Rule*”) and is further executed and delivered in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Indenture dated as of March 1, 2015 (the “*Indenture*”) by and between the Authority and Whitney Bank, as trustee (the “*Trustee*”) 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 District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Audited Financial Statements*” means the Borrower’s annual financial statements prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

“*Beneficial Owner*” shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“*Borrower*” shall mean the City of Bossier City, State of Louisiana.

“*Disclosure Representative*” shall mean the Finance Director of the Borrower or his designee, or such other officer or employee as the District shall designate in writing to the Paying Agent from time to time.

“*EMMA*” shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is [www.emma.msrb.org](http://www.emma.msrb.org).

“*Fiscal Year*” shall mean the fiscal year of the Borrower beginning on January 1 of each year and ending on December 31 of the same calendar year.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.

“Authority” shall mean the Louisiana Local Government Environmental Facilities and Community Development Authority.

“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, 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 purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board  
Electronic Municipal Market Access Center  
[www.emma.msrb.org](http://www.emma.msrb.org)

“Notice of Material Events” shall mean the Notice required to be given in accordance with Section 5 hereof.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated February 5, 2015.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

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

“Securities Counsel” shall mean legal counsel expert in federal securities law.

“State” shall mean the State of Louisiana.

“Trustee” shall mean Whitney Bank, Baton Rouge, Louisiana

### SECTION 3. Provision of Annual Reports.

(a) The Borrower shall not later than two hundred ten (210) days after the end of the Borrower’s Fiscal Year (presently, no later than July 30 of each year) (the “Report Date”), commencing July 30, 2015, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Borrower may be submitted separately from the balance of the Annual Report.

(b) The Borrower may adjust the Report Date if the Borrower changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the Paying Agent and to

the MSRB; provided that the new Report Date shall be 210 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 relating to the new fiscal year shall not exceed one year in duration.

(c) If the Borrower is unable to provide to the MSRB the Annual Report by the date required in subsection (a), the Borrower shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A.

(d) If the Borrower is unable to provide the Audited Financial Statements by the date required in subsection (a), the Borrower shall provide to the MSRB unaudited financial statements, and, as required by the Rule, Audited Financial Statements, when and if available, must thereafter be provided to the MSRB.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

SECTION 4. Content of Annual Reports. The Borrower's Annual Report shall contain or incorporate by reference the information described in Exhibit B attached hereto, as well as the following:

- (a) the Audited Financial Statements;
- (b) the accounting principles pursuant to which the Audited Financial Statements were prepared; and
- (c) the operating and financial information set forth in the Official Statement and not already a component of (a).

The Borrower's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Borrower reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Borrower reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Borrower; provided that the Borrower agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 8 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "SEC"). The Borrower shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events.

(a) The Borrower covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event. Each notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) 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 other material events affecting the tax status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership, or similar event of the Borrower;<sup>(1)</sup>
- (13) the consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, 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; and/or
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Borrower obtains knowledge of the occurrence of a Listed Event set forth in Section 5(a)(2), (7), (10), (13) or (14), the Borrower shall as soon as possible determine if such event would be material under applicable federal securities laws. The Borrower covenants that its determination of materiality will be made in conformance with federal securities laws.

(c) If the Borrower determines that the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Borrower shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Borrower acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Borrower is liable.

(e) The Borrower acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Borrower does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

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<sup>(1)</sup> For the purposes of this event, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing government 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 or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction or substantially all of the assets or business of the Borrower.

(f) As of the date of this Disclosure Certificate, the Listed Events described in subsections (a)(3), (5), and (10) are not applicable to the Bonds.

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 amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

SECTION 7. Termination of Reporting Obligation.

(a) The Borrower's obligations under this Disclosure Certificate shall terminate upon the legal defeasance of the Bonds pursuant to the Indenture or the prior redemption or payment in full of all of the Bonds.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Borrower (i) receives an opinion of Securities Counsel, addressed to the Borrower, to the effect that those portions of the Rule that require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended, or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion and (ii) files notice to such effect with the MSRB.

SECTION 8. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(i) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in identity, nature, or status of the Borrower or the type of business conducted by the District;

(ii) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Borrower shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Borrower with the MSRB.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Borrower 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 Material Event, in addition to that which is required by this Disclosure Certificate. If the Borrower chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Borrower shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

SECTION 10. Failure to Comply. In the event of a failure of the Borrower to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. 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 District to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Borrower, the Participating Underwriter and the owners, including beneficial owners, or holders of the Bonds, and shall create no rights in any other person or entity.

SECTION 12. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Borrower, subject to technical and economic feasibility, the Borrower shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

SECTION 13. Additional Disclosure Obligations. The Borrower acknowledges and understands that other State of Louisiana and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Borrower, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Borrower under such laws.



SECTION 14. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State of Louisiana, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State of Louisiana. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

Date: March 4, 2015

CITY OF BOSSIER CITY,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Mayor

EXHIBIT A

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Obligated Person: City of Bossier City, State of Louisiana

Name of Bond Issue: \$80,460,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Refunding Bonds (City of Bossier City, Louisiana Project) Series 2015

Date of Issuance: March 4, 2015

NOTICE IS HEREBY GIVEN that the Obligated Person named above (the "*Obligated Person*") has not provided an Annual Report with respect to the above-named bonds (the "*Bonds*") as required by Section 3 of the Continuing Disclosure Certificate dated March 4, 2015 executed by the Obligated Person in connection with the Bonds. The Obligated Person anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

CITY OF BOSSIER CITY,  
STATE OF LOUISIANA

By: \_\_\_\_\_

EXHIBIT B

- (A) Names of the entities, enterprises, funds, accounts and other persons with respect to whom information will be provided:

Entity:

City of Bossier City, State of Louisiana

- (B) Types of information to be provided: (e.g., specific types of financial statements and general descriptions of operating, statistical, demographic, utilization and trend data)

General Purpose Financial Statements (Audited)

- (C) The accounting principles pursuant to which financial statements will be prepared:

Generally accepted accounting principles as in effect from time to time (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”).

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## APPENDIX H

### BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The 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 will be delivered for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest 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 (the “*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 (the “*Indirect Participants*”). DTC has a Standard & Poor’s rating of “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](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (the “*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 Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by the 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 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 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 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.

Redemption notices shall be sent to DTC. If less than all the 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 any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 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 the Trustee, on each 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, nor its nominee, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the Trustee; disbursement of such payments to Direct Participants shall be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Trustee. Under such circumstances, in the event that a successor depository is not named, Bonds are required to be printed and delivered.

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

THE AUTHORITY, THE BORROWER, THE TRUSTEE AND THE UNDERWRITERS CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS, (i) PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS, (ii) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS, OR (iii) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE 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 AUTHORITY, THE TRUSTEE, NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE

BENEFICIAL OWNERS WITH RESPECT TO: (1) THE 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 BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO HOLDERS OF THE BONDS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE BONDS.

In reading this Official Statement, it should be understood that while the Bonds are in the book-entry only system, references in other sections of this Official Statement to Registered Owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the book-entry only system, and (ii) except as described above, notices that are to be given to Registered Owners under the Indenture will be given only to DTC.

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**APPENDIX I**

**BONDS TO BE REFUNDED**

Louisiana Local Government Environmental  
Facilities and Community Development Authority  
Revenue Bonds (City of Bossier City Public Improvements Projects),  
Series 2007

Maturity Date (November 1)	Principal Amount Outstanding	Principal Amount to be Refunded	Interest Rate	Redemption Date	Redemption Price
2018	\$2,505,000	\$2,505,000	5.00%	11/1/2017	100%
2019	1,575,000	1,575,000	4.00%	11/1/2017	100%
2019	1,055,000	1,055,000	5.00%	11/1/2017	100%
2020	2,750,000	2,750,000	5.00%	11/1/2017	100%
2021	2,885,000	2,885,000	5.00%	11/1/2017	100%
2022	3,030,000	3,030,000	4.25%	11/1/2017	100%
2023	3,130,000	3,130,000	4.50%	11/1/2017	100%
2024	3,300,000	3,300,000	4.50%	11/1/2017	100%
2025	3,450,000	3,450,000	4.50%	11/1/2017	100%
2026	3,605,000	3,605,000	4.50%	11/1/2017	100%
2027	3,805,000	3,805,000	4.50%	11/1/2017	100%
2028	3,935,000	3,935,000	4.50%	11/1/2017	100%
2032	17,730,000	17,730,000	5.00%	11/1/2017	100%
2034	10,240,000	10,240,000	4.75%	11/1/2017	100%
2037	17,340,000	17,340,000	5.25%	11/1/2017	100%

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