

WASHINGTON PARISH COMMUNICATIONS DISTRICT
Minutes of March 6, 2012

A properly advertised Washington Parish Communications District Board meeting was held on March 6, 2012 at 805 Pearl Street, Franklinton, LA at 6:00 PM.

Members present were:	Mr. James Coleman	Chairman
	Mr. Mike Stogner	Vice-Chairman
	Mr. Gary Fenner	Treasurer
	Mr. Mike Miller	
	Mr. Jason Verret	
	Mrs. Mary Ratcliff	

Members absent were:	Mrs. Cynthia August	Secretary
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Others present were:	Dan Foil	Attonery
	Jim Ryan	Government Consultants Of
		Louisiana, Inc
	Toye Taylor	Crews & Associates

Chairman Coleman called the meeting to order at the appointed time of 6:00 p.m. Mr. Fenner opened with prayer and the pledge of allegiance to the flag of the United States.

ROLL CALL OF BOARD MEMBERS

Mr. Coleman called the roll. The results of that roll call are recorded above.

Mr. Coleman called for a motion to approve and adopt all motions passed at the February, 2012, committee meeting. The minutes were mailed out to each member prior to this meeting. Mr. Stogner made the motion to approve and adopt all motions passed at the February, 2012, committee meeting . Mrs. Fenner seconded the motion. Motion passed by a unanimous vote.

Mr. Coleman called for a motion to dispense with the reading of the minutes from the February, 2012, committee meeting. The minutes were mailed out to each member prior to this meeting. Mr. Miller made the motion to dispense with the reading of the committee meeting minutes. Mr. Stogner seconded the motion. Motion passed by a unanimous vote.

Mr. Coleman called for a motion to approve the February, 2012, committee meeting minutes. Mr. Miller made the motion to approve the January, 2012, committee meeting minutes. Mr. Stogner seconded the motion. Motion passed by a unanimous vote.

MANAGER'S REPORT

This office has been active during the month of February with both the normal daily operational issues of the office plus supporting our special projects.

We gave out a total of 22 new addresses in the Parish during February as follows:

Franklinton	12
Mt. Hermon	04
Pine	03
Bogalusa	02
Angie	01
Total	22

Ms Moore and Ms Jones have also been working mapping issues from GeoComm. Mrs. Moore continues to do the addressing and both Ms Moore and Ms Jones are working on all the map updates.

I have working with Ron Bloom our wireless consultant on our wireless system. We have done testing again this past month on several days as well as several nights of wireless cell phone testing at the WPSO.

We had a major lightning strike at the Bogalusa Police Department on January 17th which knocked out both our 911 computers plus additional equipment. Gage assessed the damage and put one of the older computers on line at Position A in Bogalusa. Position B will be put back on line as soon as replacement equipment is received. We are going to submit all invoices to Moore and Jenkins for reimbursement. Total cost for repairs/replacements will be in the \$ 20,000 range most of which is covered by our insurance,

Within the last year we have received 3 high temperature alarms from our equipment at WPSO. This alarm occurs when the room temperature exceeds 90 degrees. Room temperatures in excess of 90 degrees will damage our equipment.

This high temperature condition happens when the WPSO main air system is either (a) down for repairs or (b) The jail becomes too cold in the winter and must be warmed up and thereby overheating the dispatch room. The heating and air system cools and heats the jail as well as the dispatch room and where our equipment is located. They can not adjust the temperature to both heat the jail and cool the dispatch room. One alarm occurred last summer when the WPSO main unit failed (for several days) and two alarms occurred this winter when the jail became too cold and thus, the dispatch room was overheated.

I contacted Carney's and they have given me a quote on a single two ton Rheem unit that will ONLY cool our equipment area. The quote is for \$4750.00 that includes everything including labor and a year warranty on the compressor, 10 year warranty on parts and one year on labor. This will protect our \$100,000.00 equipment investment at WPSO.

The current Sheriff will allow its installation but will not help pay for its purchase and installation.

The accounting system is working well. Mr. Fenner and I continue to input the monthly financial data. Mr. Fenner will give a financial report for both January and February at tonight's meeting.

This has been an interesting and productive month for our office. I would like to thank the board for their support and inputs.

Chairman Coleman called for any questions concerning the Manager's Report. Hearing none, Chairman Coleman called for a motion to accept and approve the Manager's report. Mr. Stogner made the motion to accept and approve the Manager's Report as given. Mr. Fenner seconded the motion. Motion passed by a unanimous vote.

CHAIRMAN'S REPORT

Public 911 Education

Our 911 web site was visited by 182 new users during the month of February with 400 page hits.

Communications Center

Lambert's building re-design has been completed and has been approved by the Louisiana Office of Facility and Control. A re-bid was published on February 15th. The text of the bid advertisement language is shown at the end of this report. In addition, 500 emailed bid notifications were sent out to all licensed building contractors in the four parish area.

A list of the building design changes from the original design is shown at the end of this report.

A pre bid meeting for contractors was held today. Bids are due on March 21st.

Our latest building cost estimate from an independent estimator is \$ 1,306,000.

Our projected loan requirement for the building is estimated as follows. These amounts are subject to change based on updates to building and equipment costs

<u>Building Cost</u>	<u>Loan Amount</u>
\$ 1,300,000	\$ 200,000
\$ 1,400,000	\$ 300,000
\$ 1,500,000	\$ 400,000
\$ 1,600,000	\$ 500,000

Our 911 fund balance would be \$ 100,000 after the loan.

The time schedule for loan acquisition is as follows.

Date	Item
January 25, 2011	Deadline (noon) to be put on agenda for February 1, 2011 District meeting
February 1, 2011	District meeting (6:00 p.m.) to adopt Resolution approving issuance of bonds
February 4, 2011	Deadline (5:00 p.m.) to submit District Resolution to <i>Era Leader</i>
February 10, 2011	Deadline (noon) to be put on agenda for February 14, 2011 Washington Parish Council meeting
February 14, 2011	Washington Parish Council meeting (6:00 p.m.) to adopt Resolution approving issuance of bonds
February 15, 2011	Request to be put on the agenda for March 17, 2011 State Bond Commission meeting
February 16, 2011	Publication of District Resolution in <i>Era Leader</i>
February 18, 2011	Deadline (5:00 p.m.) to submit Parish Resolution to <i>Era Leader</i>
March 2, 2011	Publication of Parish Resolution in <i>Era Leader</i>
March 17, 2011	State Bond Commission meeting
February 14, 2012	Request to be put on the agenda for State Bond Commission meeting
Week of February 20, 2012	Construction Bid Packages Released
February 28, 2012	Deadline (noon) to be put on agenda for District meeting to approve change in bond counsel and adopt Bond Resolution
March 6, 2012	District meeting (6:00 p.m.) to approve change in bond counsel and adopt Bond Resolution
March 9, 2012	Deadline (3:00 p.m.) to submit Resolution changing bond counsel and Bond Resolution to <i>Era Leader</i>
March 14, 2012	Publication of Resolution changing bond counsel and Bond Resolution in <i>Era Leader</i>
March 15, 2012	State Bond Commission meeting to amend approval of bond counsel
March 21, 2012	Construction Bids Due
Week of March 19, 2012	Begin Pricing Period
Week of April 2, 2012	Pricing and sign Bond Purchase Agreement
April 10, 2012	Pre-Closing
April 11, 2012	Closing

Communications Tower

Work continues on the site. Site road grading is completed and crushed stone is scheduled to be spread this week.

The equipment shelter completion schedule is as follows:

Concrete cast on 3/12/12.
Conduit and AC will be in the shelter on 3/15/12.
Electrical will be in the shelter on 3/16/12.
Mechanical will be in the shelter on 3/19/12.

Project completion is projected to be in mid April.

Conclusions

The challenges of fine tuning and improving our system continues. I would like to thank both the board, Mrs Thomas and her staff for their hard work on the many complex challenges currently facing us.

Building Changes To Reduce Costs

1. Sales Tax on Materials in Alternate
2. Site Fencing and Electric Gate Deleted
3. Generator and UPS to be Owner Provided
4. Reduced Sodding Scope
5. Change Fin. Floor Elev. to reduce amount of existing grade cutting
6. Reduced and change method of exterior site lighting
7. Reduced scope of crushed stone roadway.
8. Reduced amount of parking spaces and method of car stop anchoring.
9. Changed exterior of building from decorative tilt up concrete panels to integral colored split faced concrete block with concrete filled cells.
10. Switched to pre-engineered metal bldg frame and roof structure with cmu bearing walls.
11. Replaced cavity stud wall on cmu to be furred out stud with G.W.B.
12. Reduced overall bldg. height by 18”+
13. Converted two large restrooms to one single unisex.
14. Deleted and reduce the size, quantity and specifications of the bullet resistant windows.
15. Replaced all ceramic floor and wall tiles with V.C.T. and painted G.W.B.
16. In Incident Command Room, the Raised Access floor replaced with raised plywood platform with carpet.
17. Removed decorative timbers on bldg. exterior.
18. Roofing switched from EPDM and to modified bit.
19. Front Entrance canopy type switched.
20. Changed HVAC System unit types, deleted return air duct work and changed ceiling space to be a plenum.
21. Reduced quantity and type of light fixtures.
22. Reduced scope of electrical and data.
23. Reduce site electrical scope regarding Telco Conduits and concrete Encasement, Length of run from transformer to bldg. for main service.
24. Eliminated Cable tray above ceiling. Tray remained in Equipment Room above racks. 25. Reduced Electrical scope in Equipment Room.

26. Underground sleeves now existing from other project.
27. Reduced scope of concrete sidewalk.
28. Fir Pump bldg. design reduced in size.
29. Amount of required site grading reduced.
30. Deleted need to revise fence at existing tower equipment yard.
31. Crushed stone road thickness reduced.
32. Original concern over coordinating with construction of communication tower is eliminated.
33. Reduced amount of carpeting and changed to v.c.t.
34. Framing requirement for future interior doors eliminated.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Washington Parish Government until 1:00 P.M., Wednesday, March 21, 2012 at the office of Washington Parish Homeland Security and Emergency Preparedness, located at 803 Pearl Street, Franklinton, LA 70438 for construction of a **5,206 square foot Emergency Operations Center Building and associated site improvements** in Sheridan, LA. Complete Bidding Documents for this project are available in electronic form. They may be obtained electronically from www.bidexpress.com. Printed copies are available with a deposit of \$231.00 from the Architect at: Richard C. Lambert Consultants, 900 West Causeway Approach, Mandeville, LA 70471 Telephone: 985-727-4440 Fax: 985-727-4467 The successful Bidder is allowed 280 calendar days to complete the Project from the date of a Notice to Proceed. Liquidated damages will be assessed at \$500 for each consecutive calendar day for which the work is not substantially complete and \$500 for each consecutive calendar day for which all of the work listed on the punch list is not complete. All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. The Bid Bond shall be in favor of the Washington Parish Government, to be accompanied by appropriate power of attorney. A NON MANDATORY PRE-BID CONFERENCE WILL BE HELD at 1:00 p.m. on Tuesday, March 6, 2012 at the office of Washington Parish Homeland Security and Emergency Preparedness at 803 Pearl Street, Franklinton, LA 70438. Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Building Construction. No bid may be withdrawn for a period of sixty (60) days after receipt of bids. The contract shall be awarded based on both qualifications and price. Selection criteria and required proposal documents are included in the bid documents. The Owner reserves the right to reject any and all proposals in accordance with Title 38 of the Louisiana Revised Statutes.

Chairman Coleman called for any questions concerning the Chairman's Report. Hearing none, Chairman Coleman called for a motion to accept and approve the report. Mr. Stogner made the

motion to accept and approve the Chairman's Report as given. Mr. Fenner seconded the motion. Motion passed by a unanimous vote.

TREASURER'S REPORT

Mr. Fenner reviewed the January and February, 2012, financial statements beginning with the balance sheet, both assets and liabilities. He then reviewed the income and budget statements. Next, he reviewed the check register, cash receipts, the account reconciliation statement, and the 911 funds statement with cash disbursements. Mr. Fenner then reviewed all the financial statements, the checklist, and the YTD spending as compared to the 2012 budget for both January and February.

Chairman Coleman called for a motion to accept and approve the Treasurer's report, the financial statements, checklist, and YTD spending as compared to the 2012 budget for both January and February.

Mr. Miller made the motion to accept and approve the Treasurer's report, the financial statements, checklist, and YTD spending as compared to the 2012 budget for both January and February. Mr. Stogner seconded the motion. Motion passed by a unanimous vote.

COMMITTEE REPORTS

There were no committee reports.

NEW/OLD BUSINESS

Mr. Jim Ryan, Government Consultants Of Louisiana, Inc reviewed the two proposed Resolutions which are summarized below and are attached to this report.

The following resolution was offered by Mr. Miller and seconded by Mr. Fenner. The resolution was passed by a unanimous vote.

RESOLUTION

A RESOLUTION AMENDING THE PREVIOUS RESOLUTION ADOPTED ON FEBRUARY 1, 2011 TO (I) ADD CO-BOND COUNSEL IN CONJUNCTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$500,000 OF REVENUE BONDS; (III) AUTHORIZE THE APPLICATION TO THE LOUISIANA STATE BOND COMMISSION FOR APPROVAL OF SAME AND (IV) PROVIDE FOR OTHER MATTERS IN CONJUNCTION THEREWITH.

The following resolution was offered by Mr. Miller and seconded by Mr. Fenner. The resolution was passed by a unanimous vote.

**BOND
RESOLUTION**

A resolution authorizing and providing for the issuance of not to exceed \$500,000 Revenue Bonds, in one or more series, of Washington Parish Communications District, Parish of Washington, State of Louisiana (the "Bonds") for the purpose of (i) providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center; (ii) funding a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds and entering into certain covenants and agreements in connection with the security and payment of said Bonds; and providing for other matters with respect to the foregoing.

PUBLIC PARTICIPATION

Mr. Toye Taylor of Crews & Associates, Baton Rouge, discussed his role to help maintain and develop new public finance relationships with issuers and borrowers in the Louisiana market including cities, parishes, school districts, and other entities that utilize municipal security markets to access financing.

Mr. Coleman thanked Mr. Taylor for his presentation.

Mr. Stogner made the motion to adjourn. Mr. Miller seconded the motion. Motion passed by a unanimous vote. Meeting of the Board adjourned at 7:00 PM.

As recorded by: Mrs. Joanna Thomas.

Approved by: _____
Mrs. Cynthia August, Secretary

**WASHINGTON PARISH COMMUNICATIONS DISTRICT,
PARISH OF WASHINGTON, STATE OF LOUISIANA**

The following resolution was offered by Mr. Miller and seconded by Mr. Fenner :

RESOLUTION

A RESOLUTION AMENDING THE PREVIOUS RESOLUTION ADOPTED ON FEBRUARY 1, 2011 TO (I) ADD CO-BOND COUNSEL IN CONJUNCTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$500,000 OF REVENUE BONDS; (III) AUTHORIZE THE APPLICATION TO THE LOUISIANA STATE BOND COMMISSION FOR APPROVAL OF SAME AND (IV) PROVIDE FOR OTHER MATTERS IN CONJUNCTION THEREWITH.

WHEREAS, the District has previously authorized the issuance of bonds in an amount not to exceed \$500,000 for the purpose of providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center (the "Project"); and

WHEREAS, the District now desires to amend its approval of its not to exceed \$500,000 Revenue Bonds (the "Bonds") to reflect the addition of Co-Bond Counsel.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners (the "Board") of the Washington Parish Communications District, Parish of Washington, State of Louisiana (the "District") that:

Section 1. The Board hereby approves and authorizes the employment of the firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC of Baton Rouge, Louisiana as co-bond counsel to the District to do and to perform comprehensive, legal and coordinate professional work with respect to any proposed financing. Co-Bond counsel shall (i) prepare and submit to the District for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds; (ii) counsel and advise the District with respect to the issuance and sale of the Bonds; and (iii) furnish their opinion covering the legality of the issuance thereof. The fees to be paid Co-Bond Counsel shall be an amount not to exceed the Attorney General's then current Bond Counsel Fee Schedule as negotiated and other guidelines for comprehensive, legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time the Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, said fee to be payable from proceeds of the Bonds by the District for costs related to the issuance of the Bonds, subject to the Attorney General's written approval of said employment and fee.

Section 2. The Chairman and the Secretary of the District are further authorized and directed to do any and all things necessary and incidental to carry out the provisions of this Resolution and effect the financing of the Project, including but not limited to application to the Bond Commission for further approvals.

Section 3. By virtue of the District's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's (the "Commission") approval, the District hereby resolves that it understands and agrees that such approval is expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other form of Derivative Product Hedges, Etc.", adopted by the Commission on July 20, 2006 (the "Policy"), as to borrowing and other matters subject to the approval, including subsequent application and approval under said Policy of the implementation or use of any swap or other products or enhancements covered thereby.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

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This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: MILLER, STOGNER, FENNER, RATCLIFF, VERRET, COLEMAN

NAYS: None

ABSENT: AUGUST

And the resolution was declared adopted on this 6th day of March, 2012.

Cynthia August

Cynthia August, Secretary

James M Coleman

James M. Coleman, Chairman

STATE OF LOUISIANA

PARISH OF WASHINGTON

I, the undersigned Secretary of the Board of Commissioners of the Washington Parish Communications District, Washington Parish, State of Louisiana (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the District on March 6, 2012, amending the previous resolution adopted on February 1, 2011 to (i) add co-bond counsel in conjunction with the issuance of its not to exceed \$500,000 of Revenue Bonds; (iii) authorize the application to the Louisiana State Bond Commission for approval of same and (iv) provide for other matters in conjunction therewith.

I further certify that this Resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have subscribed my official signature of said District on this, the 7th day of March, 2012.

Cynthia August

Cynthia August, Secretary

**WASHINGTON PARISH COMMUNICATIONS DISTRICT,
PARISH OF WASHINGTON, STATE OF LOUISIANA**

BOND RESOLUTION

A resolution authorizing and providing for the issuance of not to exceed \$500,000 Revenue Bonds, in one or more series, of Washington Parish Communications District, Parish of Washington, State of Louisiana (the “Bonds”) for the purpose of (i) providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center; (ii) funding a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds and entering into certain covenants and agreements in connection with the security and payment of said Bonds; and providing for other matters with respect to the foregoing.

WHEREAS, the Washington Parish Communications District, Parish of Washington, State of Louisiana (the “Issuer”), is a political subdivision of the State of Louisiana validly organized and created in accordance with Chapter 31 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:9101 et seq.); and

WHEREAS, the Board of Commissioners of the Issuer (the “Governing Authority”) now desires to issue revenue bonds payable specifically from a pledge and dedication of the avails or proceeds of the emergency telephone service charges levied by the Issuer (the “Pledged Revenues”) in accordance with Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the “Act”), for the purpose of (i) providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center (the “Facility”); (ii) funding a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds; and

WHEREAS, the balance of the funds necessary to construct the Facility will be provided by the State of Louisiana (the “State”) pursuant to a Cooperative Endeavor Agreement dated February 17, 2008 by and between the Parish of Washington, State of Louisiana (the “Parish”) and the State regarding construction of the Facility (Project No. 50-159-078-01) (the “Facilities Planning CEA”); and

WHEREAS, other than the Bonds, the Issuer has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues; and

WHEREAS, it is now desired and necessary to fix the details with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Washington Parish Communications District, Parish of Washington, State of Louisiana, acting as the governing authority of said Issuer (the “Governing Authority”):

ARTICLE I
DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

SECTION 1.01 Definition of Resolution. This resolution may be hereafter; cited and is hereafter sometimes referred to as the “Bond Resolution;” such term shall include all resolutions amended or supplemented hereby and incorporated herein, or supplemental to, or amendatory of, this resolution.

SECTION 1.02 Defined Terms. In this Bond Resolution, including Article I, unless a different meaning clearly appears from the context, the following terms shall have the following respective meanings:

“1988 Service Charge” shall mean the monthly emergency telephone service charge of fifty-five cents (\$0.55) per exchange access line for residential customers and one dollar and forty-three cents (\$1.43) per exchange access line for business customers authorized by voters in the District on November 8, 1988 and currently being levied and collected by the Issuer.

“Act” shall mean Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, authorizing and enabling the Issuer to adopt this Bond Resolution and issue the Bonds.

“Additional Parity Bonds” means bonds or other instruments of indebtedness issued pursuant to Section 10.02 hereof.

“Agreement” shall mean the Agreement to be entered into between the Issuer and the Paying Agent pursuant to this Bond Resolution.

“Annual Principal and Interest Requirement” shall mean, with respect to the Bonds and any Additional Parity Bonds, the sum of the payments required to be made by the Issuer (other than from the proceeds of Bonds or Additional Parity Bonds) in any Calendar Year with respect to the principal of (excluding the principal amount of any term bonds scheduled for mandatory redemption), mandatory sinking fund payments, if any, and interest on such Bonds or any Additional Parity Bonds.

“Bond Payment Date” shall mean each May 1 and November 1, on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds according to their respective terms.

“Bond” or “Bonds” means the Revenue Bonds, in one or more series, of the Issuer issued by and pursuant to this Bond Resolution in the total aggregate principal amount of not to exceed Five Hundred Thousand Dollars (\$500,000), and any bond of said issue or issues, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

“Bond Resolution” means this resolution authorizing the issuance of the Bonds.

“Bondholders” or “owners,” or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.

“Bonds” shall mean the Bonds issued pursuant to Section 2.01 hereof, payable from Pledged Revenues.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in Baton Rouge, Louisiana or New York, New York are authorized or obligated by law or executive order to be closed for business.

“Calendar Year” shall mean the twelve (12) month period commencing on January 1 in any year and ending on December 31 of the same year.

“CMRS Service Charge” shall mean the emergency telephone service charge of eighty-five cents (\$0.85) per month per wireless CMRS service connection with a service address within the District, currently being levied and collected by the Issuer.

“Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms hereof.

“Costs of Issuance” shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of any series of Bonds, including but not limited to, printing costs, costs of preparation and reproduction of documents, cost of preparing the preliminary and final official statement and the distribution of preliminary and final official statements, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of any series of Bonds and any other cost, charge, or fee in connection with the original issuance of any series of Bonds.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“Debt Service Fund” shall mean the fund herein so designated and designed to provide for payment of the principal of and interest on all Bonds issued pursuant to this Bond Resolution, as the same respectively fall due at maturity or on any mandatory redemption date, as established by the provisions of Section 6.03 hereof

“Defeasance Obligations” shall mean (a) non-callable direct obligations of the United States of America (“Treasuries”), (b) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (c) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (d) securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof.

“DTC” shall mean The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors or assigns.

“Executive Officers” shall mean the Chairman and Secretary of the Governing Authority.

“Fiscal Agent” shall mean the designated fiscal agent bank of the Issuer, and its successors and assigns.

“Fiscal Year” shall mean the period of twelve (12) calendar months, beginning on January 1 of each year ending on December 31 of such year, unless the same shall have been changed by the Governing Authority.

“Governing Authority” shall mean the Board of Commissioners of the Issuer.

“Issuer” or “District” shall mean the Washington Parish Communications District, Parish of Washington, State of Louisiana.

“Junior Lien Bonds” shall mean any revenue bonds or other obligations issued by the Issuer which are secured by Pledged Revenues which are junior and subordinate in all respects to the pledges and liens made to secure the Bonds.

“Maximum Annual Debt Service” shall mean, as of the date of calculation, the highest aggregate annual debt service requirements and debt service payable on the Bonds during the current or any succeeding Fiscal Year over the remaining term of the Bonds.

“Net Pledged Revenues” shall mean Pledged Revenues less all reasonable and necessary costs and expenses of operating and maintaining the Issuer, which expenses shall not include depreciation and amortization expenses.

“Outstanding,” when used with reference to the Bonds, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Bonds, provided that notice of such redemption as been duly given or provided for pursuant to this Bond Resolution, to the satisfaction of the Paying Agent, or waived;

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

(d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Resolution or by law; and

(e) Bonds which have been defeased in accordance with Article XIV of this Bond Resolution.

“Parish” shall mean the Parish of Washington, State of Louisiana.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

“Paying Agent” shall mean any paying agent and registrar for the Bonds, or its successor or successors, and any other person which may at any time be substituted in its place pursuant to this Bond Resolution. The initial Paying Agent shall be Regions Bank, Baton Rouge, Louisiana.

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

“Pledged Revenues” shall mean the avails or proceeds of the Prepaid Wireless Service Charge, the 1988 Service Charge and the CMRS Service Charge received by the Issuer, which revenues are pledged to the payment of the Bonds as herein provided.

“Prepaid Wireless Service Charge” shall mean the prepaid wireless service charge in the amount of two percent (2%) of the amount of the retail transactions imposed by La. R.S. 33:9109.1, which is collected upon the consumer’s retail purchase of prepaid wireless telecommunication service, remitted to the State and distributed, quarterly, to communications districts. The amount of such distribution is determined by dividing the population of the communications district by the State population and then multiplying that quotient times the total revenue remitted to the State, after deducting the costs of administration.

“Principal Payment Date” shall mean May 1 of each year, commencing May 1, 2013.

“Project Fund” shall mean the fund herein so designated and designed to provide for the payment of a portion of the costs of acquisition, construction and equipment of the Facility and all costs incurred in connection with the issuance of the Bonds, all as established by the provisions of Section 6.04 hereof.

“Purchase Agreement” shall mean the purchase agreement entered into by and between the Issuer and the Purchaser regarding the sale of the Bonds.

“Purchaser” shall mean Crews & Associates, Inc., of Little Rock, Arkansas, as the initial purchaser of the Bonds.

“Qualified Investments” shall mean those certain securities, obligations or other instruments specifically set forth in La. R.S. 33:2955, as amended from time to time, as being legal investments for political subdivisions of the State.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date, or such other time or times as shall be-prescribed by this Bond Resolution.

“Redemption Price” shall mean, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Bond Resolution or a Supplemental Resolution.

“Reserve Fund” shall mean the fund of that name created hereunder.

“Reserve Fund Requirement” shall mean the lesser of (i) 10% of the proceeds of the Bonds, (ii) 125% of the average annual debt service on the Bonds in any given year, or (iii) 100% of Maximum Annual Debt Service with respect to the Bonds in any given year.

“Series” shall mean all of the bonds issued in a simultaneous transaction pursuant to a Supplemental Resolution.

“State” shall mean the State of Louisiana.

“Supplemental Resolution” shall mean any resolution or ordinance supplemental to or amendatory of this Bond Resolution adopted by the Governing Authority in accordance with Article XI hereof.

SECTION 1.03 Interpretations. In this Bond Resolution, unless the context otherwise requires:

(a) Articles, sections and paragraphs referred to by number shall mean the corresponding Articles, sections and paragraphs of this Bond Resolution.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(c) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Bond Resolution, refer to this Bond Resolution or sections or paragraphs of this Bond Resolution and the term “hereafter” means any date after the date of adoption of this Bond Resolution.

(d) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(e) Any Fiduciary shall be deemed to hold a Qualified Investment in which money is invested pursuant to the provisions of this Bond Resolution, even though such Qualified Investment is evidenced only by a book entry or similar record of investment.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF THE BONDS

SECTION 2.01 Authorization of Bonds. This Bond Resolution creates a series of Bonds of the Issuer to be designated “Revenue Bonds, Series 2012” and creates a continuing lien on Pledged Revenues to secure the full and final payment of the principal or Redemption Price of and interest on all the Bonds. The Bonds shall be special obligations of the Issuer payable solely from and secured by an irrevocable pledge and dedication of the Pledged Revenues, all in accordance with and pursuant to the provisions of Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this Bond Resolution is limited to \$500,000. The Bonds shall not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness and shall contain a recital to that effect.

SECTION 2.02 The Pledge Effected by this Bond Resolution. There are hereby irrevocably and irrevocably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes herein set forth, the Pledged Revenues. It is the intention of the Issuer that, to the fullest extent permitted by law, including, but not limited to, the provisions of the Act, this pledge shall be valid and binding from the time when it is made, that the Pledged Revenues so pledged and then or thereafter received by the Issuer shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual provisions herein contained shall have priority over any or all other obligations and liabilities of the Issuer, and that this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof. The Pledged Revenues shall be and remain pledged for the security and payment of the Bonds in principal and interest and for all other payments provided for in this Bond Resolution until the Bonds shall have been fully paid and charged.

The Issuer does hereby obligate itself and is bound under the terms and provisions of law levy, impose, enforce and collect the Prepaid Wireless Service Charge, the 1988 Service Charge and the CMRS Service Charge and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of such charges until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Issuer from altering, amending or repealing from time to time as maybe necessary this Bond Resolution or any subsequent resolution providing with respect to such charges, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the Pledged Revenues.

The Owners of any of the Bonds may, either at law or in equity, by suit, action, mandamus or other proceeding, enforce and compel performance of all duties required to be performed as a result of issuing the Bonds and may similarly enforce the provisions of any resolution or ordinance imposing the emergency telephone service charges and the Bond Resolution and proceedings authorizing the issuance of the Bonds.

In providing for the issuance of the Bonds, the Issuer does hereby covenant that it has a legal right to levy and collect the 1988 Service Charge and the CMRS Service Charge, to issue the Bonds and to pledge the Pledged Revenues.

SECTION 2.03 Authorization of Bonds; Maturities. In compliance with the terms and provisions of the Act, and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of not to exceed Five Hundred Thousand Dollars (\$500,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center (the "Facility"); (ii) fund a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds. To represent the aforesaid indebtedness, the Governing Authority does hereby authorize the issuance of not to exceed Five Hundred Thousand Dollars (\$500,000) of the Washington Parish Communications District, Parish of Washington, State of Louisiana Revenue Bonds, Series 2012 (the "Bonds"). The Bonds shall be in fully registered form, shall be dated the date of delivery thereof, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof within a single maturity and shall be numbered from R-1 upward. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing November 1, 2012, at the rates of interest per annum as set forth in the Purchase Agreement, such rates not to exceed six and one-half percent (6.50%) per annum (using a year of 360 days comprised of twelve (12) 30-day months). The Bonds shall become due and payable and mature on the dates set forth in the Purchase Agreement, however, the final maturity date of the Bonds shall be no later than thirty (30) years from the date of issuance thereof.

The principal of the Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana, upon presentation and surrender thereof, and interest on the Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Bond Resolution upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

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

SECTION 2.04 Bond Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Resolution shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time

or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Resolution.

SECTION 2.05 Execution of Bonds. The Bonds shall be executed in the name of and on behalf of the Issuer by the Executive Officers and the corporate seal of the Issuer, if any, shall be impressed or reproduced thereon. Such officers may employ facsimiles of their signatures.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

SECTION 2.06 Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Paying Agent, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Resolution. The Paying Agent's certificate of authentication on any Bond shall be deemed to have been executed by it only if manually signed by any authorized officer of the Paying Agent.

SECTION 2.07 Medium of Payment. The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America.

SECTION 2.08 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Paying Agent may authenticate a new Bond of the same series, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided, that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and to the Paying Agent evidence of such loss, theft or destruction satisfactory to the Issuer and the Paying Agent together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Issuer may pay the same. The Issuer and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

SECTION 2.09 Transfer and Registry; Persons Treated as Owners.

(a) As long as any Bonds shall be Outstanding, the Issuer shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Paying Agent unless there shall have been appointed a registrar other than the Paying Agent to keep the books of registration for the Bonds. The transfer of each Bond may be registered only upon the registration books of the Issuer kept for that purpose by the owner thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Paying Agent or the registrar, as the case may be, duly executed by the owner or his duly authorized attorney. Upon the registration or transfer of any Bond, the Issuer shall cause to be issued, subject to the provisions of Section 2.12 hereof, in the name of

the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(b) The Issuer, the Paying Agent and any registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such owner or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the Issuer, the Paying Agent and registrar shall be affected by any notice to the contrary.

SECTION 2.10 Date and Payment Provisions. The Bonds shall be dated and shall bear interest from the date of their delivery. Each Bond shall bear interest thereafter to the Interest Payment Date next preceding its date of authentication or unless any such Bond is authenticated on a date during the period from a Record Date to the Interest Payment Date immediately thereafter, in which case it shall bear interest from such Interest Payment Date. If, at the time of authentication of any Bond, the interest thereon is in default, such Bond will bear interest from the date to which interest was paid in full.

SECTION 2.11 Interchangeability of Bonds. Bonds, upon surrender thereof at the office of the Paying Agent, with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the owner or his duly authorized attorney, may, at the option of the owner and upon payment by such owner of any charges made pursuant to Section 2.12 hereof, be exchanged for Bonds of authorized denominations of the same maturity and like aggregate principal amount and interest rate thereon.

SECTION 2.12 Exchanges and Transfer of Bonds. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Issuer shall execute and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the Issuer. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. There shall be no charge to the owner for such exchange or transfer of Bonds except that the Paying Agent may make a charge sufficient to reimburse it for any tax or other Governmental charge required to be paid with respect to such exchange or transfer. Neither the Issuer nor the Paying Agent shall be required to register, transfer or exchange Bonds after the Record Date or after the mailing of any notice of redemption or to register, transfer or exchange any Bonds called for redemption.

SECTION 2.13 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds. Upon the surrender of mutilated Bonds pursuant to Section 2.08 hereof, or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the bond evidencing such destruction shall be furnished by the Paying Agent to the Issuer.

All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

SECTION 2.14 Purchase of Bonds. The Paying Agent shall, if and to the extent practicable, purchase Bonds at the written direction of the Issuer at such time, in such manner and at such price as may be specified by the Issuer. The Paying Agent may so purchase Bonds with any money then held by the Paying Agent which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided that the Paying Agent is provided with an opinion of counsel (who must be acceptable to the Paying Agent) to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Resolution.

SECTION 2.15 Security for Payment of Bonds. The Bonds shall be payable from, and shall be secured by a pledge of and a lien upon, the Pledged Revenues.

SECTION 2.16 Form of the Bonds. The Bonds shall be substantially in the form set forth in Exhibit A hereto.

SECTION 2.17 Temporary Bonds. Until the definitive Bonds are ready for delivery the Issuer may execute and the Paying Agent will authenticate temporary Bonds substantially in the form of the definitive Bond, with appropriate variations. The Issuer will, without unreasonable delay, prepare and the Paying Agent will authenticate definitive Bonds in exchange for the temporary Bonds. Such exchange will be made by the Paying Agent without charge.

SECTION 2.18 Book-Entry-Only System of Bonds. The Issuer has executed and delivered a Blanket Letter of Representations with The Depository Trust Company, New York, New York (the Securities Depository”), and the terms and provisions of said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Bond Resolution and said Letter of Representations. All Bonds issued hereunder will be issued as a single Bond for each maturity in the name of The Depository Trust Company, New York, New York (the “Securities Depository”), or its nominee, which will act as depository for the Bonds. Bonds issued to the Securities Depository pursuant to the terms hereof shall constitute “Book-Entry Bonds.” During the term of the Book-Entry Bonds, ownership and subsequent transfers of ownership will be reflected by book-entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book-entry transfers (collectively, the “DTC Participants”). No person for whom a DTC Participant has an interest in any Book-Entry Bond (a “Beneficial Owner”) shall receive a bond certificate representing an interest in the Book-Entry Bonds except in the event that the Securities Depository or the Issuer shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of and interest on Book-Entry Bonds will be made by the Paying Agent to the Securities Depository which will in turn remit such payment of principal and interest to its DTC Participants which will in turn remit such principal and interest to the Beneficial Owners of the Book-Entry Bonds until and unless the Securities Depository or the Issuer elects to terminate the book-entry system, whereupon the Issuer shall deliver bond certificates to the Beneficial Owners of the Book-Entry Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

For so long as the Securities Depository shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

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

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

Neither the Issuer nor the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

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

Upon the reduction of the principal amount of any Book-Entry Bonds, in accordance with the Letter of Representations, the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Transfer delivery services of the Securities Depository) may either (i) make a notation of such redemption on the Book-Entry Bond, stating the amount so redeemed, or (ii) may return the Book-Entry Bond to the Paying Agent for exchange for a new Book-Entry Bond, authenticated by the Paying Agent in a proper principal amount. The Securities Depository makes a notation on the Book-Entry Bond, such notation may be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Book-Entry Bond Outstanding, unless the Paying Agent has initialed the notation on the Book-Entry Bond.

Upon delivery of Book-Entry Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the bond certificates representing all of those Bonds with the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Security Transfer delivery services of the Securities Depository). The Securities Depository, or its nominee, will be the sole Bondowner of the Book-Entry Bonds so delivered, and no investor or other party purchasing, selling or otherwise transferring ownership of any Book-Entry Bonds will receive, hold or deliver any bond certificates as long as the Securities Depository holds Book-Entry Bonds immobilized from circulation.

The Book-Entry Bonds may not be transferred or exchanged except:

(i) to any successor of the Securities Depository (or its nominee) or any substitute depository ("Substitute Depository") designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and

registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(ii) to a Substitute Depository designated by or acceptable to the Issuer upon (A) the determination by the Securities Depository that the Bonds shall no longer be eligible for depository services or (B) determination by the Issuer that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subparagraph (i) above; or

(iii) to those persons to whom transfer is requested in written transfer instructions in the event that:

(A) the Securities Depository shall resign or discontinue its services for the Bonds and, only if the Issuer is unable to locate a qualified successor within two months following the resignation or determination of noneligibility; or

(B) upon a determination by the Issuer that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Bondowner other than the Securities Depository (or its nominee), is no longer in the best interest of the Beneficial Owners of the Bonds.

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

ARTICLE III REDEMPTION OF BONDS

SECTION 3.01 Redemption Provisions. The Bonds maturing May 1, 2018 and thereafter, are callable at the option of the Issuer, in full or in part, in the inverse order of their maturities and if less than a full maturity, then by lot within each maturity, at any time on or after May 1, 2017 at the principal amount thereof plus accrued interest to the redemption date.

SECTION 3.02 Notice to Paving Agent. In the case of any redemption of Bonds other than as provided in Section 3.03 hereof, the Issuer shall give written notice to the Paying Agent of the election so to redeem, of the redemption date, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which Series, maturities and principal amounts thereof to be redeemed shall be determined by the Issuer in its sole discretion. Such notice shall be given at least thirty (30) days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 3.05 hereof, the Issuer shall, at least one day prior to the redemption date, pay out of moneys available therefor to the Paying Agent an amount in cash which, in addition to other amounts, if any, available therefor held by such Paying Agent, will be sufficient to redeem on the redemption date at the Redemption Price thereof together with accrued interest to the redemption date, all of the Bonds to be redeemed.

SECTION 3.03 Mandatory Sinking Fund Redemption. If required pursuant to the Purchase Agreement, certain Bonds designated as term bonds will be subject to mandatory sinking fund redemption by the Issuer prior to their scheduled maturity at a redemption price

equal to 100% of the principal amount thereof plus accrued interest to the redemption dates in the principal amounts and on May 1 of the years set forth in the Purchase Agreement and/or the Agreement.

SECTION 3.04 Selection of Bonds to be Redeemed by Lot. In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, such Bonds to be redeemed will be selected by DTC or any successor security depository pursuant to its rules and procedures or, if the book-entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine.

SECTION 3.05 Notice of Redemption. Notice of any such redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Paying Agent. Failure to give such notice by mailing to any Bondowner, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Bond and interest thereon will cease to accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered for payment. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice.

Upon the giving of notice and the deposit of funds with the Paying Agent for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Paying Agent shall have received the items required by Section 2.08 with respect to any mutilated, lost, stolen or destroyed Bond.

Upon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the owner thereof a new Bond or Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

SECTION 3.06 Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 3.05 hereof, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the Bonds of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date,

such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE IV PARTICULAR COVENANTS

SECTION 4.01 Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Bond Resolution shall be a part of the contract of the Issuer with the registered Owners of Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the registered Owners from time to time of the Bonds. The pledge thereof and hereof and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the owners of any and all the Bonds Outstanding, each of which, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Resolution.

SECTION 4.02 Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid, from Pledged Revenues, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 4.03 Power to Issue Bonds and Pledge Pledged Revenues and Funds. The Issuer is duly authorized under all applicable laws to authorize and issue the Bonds and to adopt this Bond Resolution and to pledge the Pledged Revenues hereby in the manner and to the extent herein provided. The Pledged Revenues so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created hereby, and all action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of this Bond Resolution are and will be the valid and legally enforceable obligations of the Issuer in accordance with their terms and the terms of this Bond Resolution, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally. The Issuer and/or the Paying Agent shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the avails or proceeds of the Pledged Revenues, including rights therein pledged under this Bond Resolution and all the rights of the Owners of the Bonds under this Bond Resolution against all claims and demands of all persons whomsoever. The Issuer does hereby obligate itself and is bound under the terms and provisions of law, to levy, impose, enforce and collect the 1988 Service Charge and the CMRS Service Charge and to provide for all reasonable and necessary rules and regulations, procedures and penalties in connection therewith, including the proper application of the Pledged Revenues, until all of the Bonds Outstanding have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary the ordinance adopted by the Issuer providing for the levying, imposition, enforcement and collection of the 1988 Service Charge and the CMRS Service Charge and the legislation implementing the Prepaid Wireless Service Charge or any subsequent legislation, ordinance or resolution providing therefor, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners of the Bonds Outstanding with respect to the Pledged Revenues. More specifically, there shall be no

amendment to any ordinance or resolution levying the 1988 Service Charge and the CMRS Service Charge or any change in the emergency service charges or exemptions thereto by subsequent ordinance or resolution levying such charges. Any resolution or ordinance of the Issuer imposing the 1988 Service Charge and the CMRS Service Charge and pursuant to which the 1988 Service Charge and the CMRS Service Charge are being levied, collected and allocated, and the obligation of the Issuer to continue to levy, collect and allocate the 1988 Service Charge and the CMRS Service Charge and to apply the Pledged Revenues therefrom in accordance with the provisions of the Bond Resolution shall be irrevocable until the Bonds Outstanding have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the owners from time to time of the Bonds Outstanding, or which would in any way jeopardize the prompt payment of principal of and interest thereon. More specifically, neither the Legislature of Louisiana nor the Issuer may discontinue or decrease the Prepaid Wireless Service Charge, the 1988 Service Charge and the CMRS Service Charge or permit to be discontinued or decreased the 1988 Service Charge and the CMRS Service Charge in anticipation of the collection of which Bonds are to be issued, or in any way make any change in the allocation of the proceeds of the Prepaid Wireless Service Charge, the 1988 Service Charge and the CMRS Service Charge which would diminish the amount of the Pledged Revenues to be received by the Issuer until all of the Bonds Outstanding have been paid as to both principal and interest.

SECTION 4.04 TaxCovenants. The Issuer covenants and agrees that, to the extent permitted by the laws of the State, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the “Code”) in order to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “arbitrage bonds” or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (1) 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 States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds.”

SECTION 4.05 ContinuingDisclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Bondholder and/or a Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 4.05.

ARTICLE V JUNIOR LIEN BONDS

SECTION 5.01 RighttoIssueJuniorLienBonds. Notwithstanding that Bonds may be Outstanding, the Issuer may, at any time, and without limitation and free of all conditions,

issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from the Pledged Revenues, provided that the pledge of the Pledged Revenues and any lien upon the Pledged Revenues granted for the protection of said Junior Lien Bonds shall at all times be and remain subordinate and inferior in all respects to the pledge of Pledged Revenues and liens upon such Pledged Revenues made or authorized for the Bonds.

ARTICLE VI ESTABLISHMENT OF FUNDS

SECTION 6.01 Requirement for Special Funds. For so long a time as any sums remains due and payable by way of principal or interest on Bonds, the following funds or accounts shall be established and maintained and deposits shall be made therein in the manner herein required.

All moneys or securities deposited in such funds or accounts pursuant to this Bond Resolution shall be held by the Paying Agent and applied in accordance with the provisions hereof.

FIRST: To the Paying Agent for deposit in the Debt Service Fund by transferring on or before the 25th day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing May 25, 2012, one-sixth (1/6th) of the amount required to pay interest payable on the Bonds on the next Interest Payment Date.

SECOND: To the Paying Agent for deposit in the Debt Service Fund by transferring on or before the 25 day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing May 25, 2012, one-twelfth (1/12th) of the amount required to pay principal on the Bonds on the next Principal Payment Date.

THIRD: To the Paying Agent for deposit in the Reserve Fund, an amount sufficient to make up any deficiency in the Reserve Fund in accordance with Section 6.07 hereof.

SECTION 6.02 Debt Service Fund.

(a) There shall be established and maintained by the Paying Agent, on behalf of the Issuer, a Debt Service Fund. The Debt Service Fund is intended to provide for the ratable payment of the principal of, premium, if any, and interest on all Bonds as the same respectively fall due. Payments into this Debt Service Fund shall be made by the Issuer, by transferring to the Paying Agent on or before the 25th day of each month, or, if such day is not a Business Day, the next succeeding Business Day, commencing May 25, 2012, one-sixth (1/6th) of the amount required to pay interest payable on the Bonds or the next Interest Payment Date and one-twelfth (1/12th) of the amount required to pay principal on the Bonds on the next Principal Payment Date. Except as herein provided, all money in the Debt Service Fund shall be used solely to pay the principal of, premium, if any, and interest on the Bonds and for no other purpose.

(b) The Debt Service Fund shall be kept in the complete custody and control of the Paying Agent, on behalf of the Issuer, and withdrawals from the Debt Service Fund shall be made by the Paying Agent, on behalf of the Issuer, to each Bondholder, at such times as may be

appropriate, the sums required to pay the principal of, premium, if any, and interest on the Bonds.

(c) Money in the Debt Service Fund may be invested and reinvested at the direction of the Issuer in Qualified Investments, maturing not later than the date on which such money is required to pay the interest and/or the principal and interest next maturing. All earnings from such investments shall be added to and become a part of the Debt Service Fund, together with other moneys transferred into the Debt Service Fund as provided herein, shall be credited against payments that would otherwise be made to the Debt Service Fund pursuant to the provisions of Section 6.02 hereof.

SECTION 6.03 ProjectFund.

(a) The Project Fund is hereby established and shall be maintained by the Paying Agent, on behalf of the Issuer. There shall be deposited into the Project Fund the balance of the proceeds of the issuance and delivery of the Bonds remaining after the deposit into the Reserve Fund required by Section 6.07 hereof. All interest earnings on the Project Fund shall remain in the Project Fund except as provided by (b) of this Section and Section 6.06.

(b) The Paying Agent shall disburse moneys in the Project Fund for the payment of all costs incurred in connection with the construction, acquisition, equipping and operation (to the extent allowed by the Code) and all costs incurred in connection with the issuance, sale and delivery of the Bonds, in accordance with the requisition process set forth in the Agreement. Upon certification by the Chairman of the Issuer, or the successor thereto, that all costs incurred in connection with the acquisition and construction of improvements and in connection with the issuance, sale and delivery of the Bonds have been paid and that the Facility is complete, any balance remaining in the Project Fund shall be deposited, without further authorization, into the Debt Service Fund. Upon the occurrence of an event of default pursuant to Section 11.01 hereof (an "Event of Default") or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed but shall instead be applied to the payment of debt service or redemption price of the Bonds.

SECTION 6.04 RebateFund. In order to provide a source for the funds needed to pay any rebate of excess investment earnings due to the Treasury of the United States pursuant to Section 148(1) of the Code, the Rebate Fund shall be maintained by the Paying Agent, on behalf of the Issuer, and used to receive any amounts payable by the Issuer to the United States pursuant to Section 148(f) of the Code as calculated by or for the benefit of the Issuer on or before the date required by Section 148(f) of the code. The Issuer shall deposit from the Pledged Revenues into the Rebate Fund the amount reflected by such calculations as being the excess investment earnings due to be rebated by the Issuer to the United States with respect to the preceding Bond Year (together with investment earnings on such amount from the end of the preceding Bond Year to the date of transfer). Each such transfer shall occur within thirty (30) days of receipt by the Issuer of said calculation. The Issuer shall pay from the Rebate Fund to the Treasury of the United States:

(a) Once each five years after the date of the issuance of the Bonds, an amount equal to 90% of the aggregate amount of sums due to be paid as rebate of excess investment earnings

to the Treasury of the United States with respect to the five preceding Bond Years (and not theretofore paid to the United States); and

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

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

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

SECTION 6.05 Funds to Constitute Trust Funds. The funds and accounts provided for in Sections 6.02, 6.03 and 6.08 hereof (but under no circumstances including the Rebate Fund) shall all be and constitute trust funds for the purposes provided in this Bond Resolution, and the Owners of Bonds issued pursuant to this Bond Resolution are hereby granted a lien on all such funds and accounts until applied in the manner provided herein. The moneys in such funds and accounts shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

SECTION 6.06 Investment of Certain Fund and Accounts.

(a) Moneys held in any fund or account created and established pursuant to this Bond Resolution shall be invested and reinvested, to the fullest extent practicable, in Qualified Investments which mature not later than such times as shall be necessary to provide moneys for payments to be made from such funds and accounts, as required herein; provided however, that any such investment shall be made only in accordance with any instructions received from the Issuer.

(b) In computing the amount in the Debt Service Fund held under the provisions of this Bond Resolution, obligations purchased as an investment of money herein shall be valued at the cost or market value thereof, whichever is lower, inclusive of accrued interest.

(c) Except as otherwise provided herein, the Paying Agent shall sell, or present for redemption, any obligation so purchased as an investment whenever it shall be so requested in writing by the Issuer or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any fund held by it.

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

(e) Investment earnings shall be credited as follows:

(i) all amounts earned from the investment of moneys in the Debt Service Fund shall be retained in the Debt Service Fund to be used for the payment of Debt Service on the next Interest Payment Date and for such purpose, Debt Service due from the Issuer on the next such payment date shall be credited by an amount equal to the amount so transferred;

(ii) amounts attributable to earnings from investment moneys in the Project Fund shall be retained in the Project Fund; and

(iii) amounts held in the Reserve Fund in excess of the Reserve Fund Requirement shall be transferred to the Debt Service Fund, on or before each May 15, to be used for the payment of Debt Service on the next Interest Payment Date and for such purpose, Debt Service due from the Issuer on the next such payment date shall be credited by an amount equal to the amount so transferred.

SECTION 6.07 Establishment of Reserve Fund. If required by the Purchaser pursuant to the Purchase Agreement, there shall be created a special fund to be established by the Paying Agent known as “Washington Parish Communications District Debt Service Reserve Fund (the “Reserve Fund”) in which shall be deposited proceeds from the sale of the Bonds in an amount equal to the Reserve Fund Requirement. The Paying Agent shall transfer money from the Reserve Fund to pay interest on and principal on the Bonds whenever and to the extent the money held by the Paying Agent or the Debt Service Fund is insufficient. The Paying Agent shall notify the Owner if it applies moneys in the Reserve Fund to the payment of principal of and interest on the Bonds. Following a drawing on the Reserve Fund by the Paying Agent, on the twenty-fifth (25th) day of each month, the Issuer shall remit an amount to the Paying Agent sufficient to cause the balance in the Reserve Fund to equal the Reserve Fund Requirement in twelve (12) months.

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

If the money held in the Reserve Fund exceeds the Reserve Fund Requirement, the amount equal to such excess shall be used by the Paying Agent to pay principal of and interest on the Bonds on the next payment date and the amount required to be transferred by the Issuer to the Debt Service Fund pursuant to Section 6.02 hereof shall be offset by such amount.

ARTICLE VII

AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO ISSUER

SECTION 7.01 Keeping Records. The Issuer recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect the Issuer, the fiscal affairs of the Issuer, and all matters incident to each. To that end it covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts,

in which complete and correct entries shall be made of all transactions relating to the Issuer and the Pledged Revenues, and all revenues and receipts derived therefrom, directly or indirectly.

SECTION 7.02 Audit Requirement. The Issuer further covenants and agrees that it will comply with State law regarding financial reporting. Pursuant to State law, the Issuer is currently required to complete an annual compilation of its financial information. In the event State law requires the Issuer to conduct an audit in the future, so long as any Bonds are Outstanding, it will, not later than June 30 of each Fiscal Year, unless such date is extended pursuant to the laws of the State of Louisiana or by virtue of an Executive Order of the Governor of the State of Louisiana in the event of a natural disaster or similar event, cause to be made and completed by the Legislative Auditor or an independent firm of certified public accountants, an audit of the records, books and accounts pertaining to the Issuer, made in accordance with recognized accounting practices. Further, the Issuer covenants to furnish a copy of either its compiled financial information or audit (as applicable) to any Bondholder who requests the same.

ARTICLE VIII INSURANCE

SECTION 8.01 Insurance. The Issuer covenants and agrees that so long as any Bonds are Outstanding:

(a) that it will self insure or will insure and at all times keep its properties insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in such amount as private corporations engaged in similar endeavors would customarily insure for;

(b) that all premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining its properties;

(c) that all insurance policies shall be open to the inspection of any Bondholder at any reasonable time; and

(d) that all money received by the Issuer as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Issuer from insurance policies covering its properties may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property.

ARTICLE IX ADDITIONAL COVENANTS

SECTION 9.01 Additional Covenants to Secure Bonds. The Issuer further covenants and agrees:

(a) That none of the Pledged Revenues have been or will be pledged or otherwise encumbered, save and except as herein disclosed and provided for;

(b) That it will fix, establish, maintain, levy and collect Pledged Revenues, so long as any principal and interest is unpaid on the Bonds, and to revise the same from time to time whenever necessary as will always (i) provide Pledged Revenues in each Fiscal Year sufficient to pay the reasonable and necessary costs and expenses in maintaining and operating the Issuer and its properties, (ii) provide Net Pledged Revenues in each Fiscal Year in an amount equal to at least one hundred ten percent (110%) of the required deposits to the Debt Service Fund and (iii) provide for all other payments required for such Fiscal Year by this Resolution;

(c) That so long as there are any Bonds Outstanding and unpaid, it will perform all duties required by the Constitution and statutes of the State, and the Issuer hereby irrevocably covenants, binds and obligates itself not to pledge or otherwise encumber the Pledged Revenues, except in the manner herein authorized, until all Bonds shall be paid in full, or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full, and the Issuer further obligates itself and covenants and agrees with the Bondholders to maintain or cause to be maintained in good condition and operate or cause to be operated its properties;

(d) That it will use its best efforts to take all actions necessary to continue the levy and collection of the Pledged Revenues by both the State and the Issuer (as applicable); and

(e) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect all records and accounts of the Issuer under reasonable terms and conditions and after reasonable notice has been given.

SECTION 9.02 Additional Parity Bonds. After the delivery of the Bonds, the Issuer shall not issue any bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues having priority over or on a parity with the Bonds, except that under the following conditions the Bonds may be refunded without losing their rank of lien, or Additional Parity Bonds may be issued upon compliance with the following parity provisions:

(a) The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of the Bonds outstanding is so refunded and if the refunding bonds require Annual Principal and Interest Requirements during any Bond Year in excess of the principal and interest which would have been required in such Bond Year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in (b) below.

(b) Additional Parity Bonds may also be issued on a parity with the Bonds and the Certificates if all of the following conditions are met:

(1) The average annual Net Pledged Revenues for the two (2) completed Fiscal Years immediately preceding the issuance of the Additional Parity Bonds must have been not less than one hundred twenty-five percent (125%) of the highest combined

Annual Principal and Interest Requirements for any succeeding Fiscal Year on all Bonds then Outstanding, including any Additional Parity Bonds theretofore issued and then Outstanding and any other obligations whatsoever then Outstanding issued on a parity with the Bonds then Outstanding and which are payable from the Pledged Revenues (but not including Bonds which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the Additional Parity Bonds so proposed to be issued.

(2) The payments required to be made into the various funds provided in this Bond Resolution must have been made in full.

(3) The existence of the facts required by paragraphs (1) and (2) above must be determined and certified to by the Chairman of the Issuer.

(c) Notwithstanding the foregoing, the Issuer may not issue Additional Parity Bonds if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance.

ARTICLE X MODIFICATION OF RESOLUTION

SECTION 10.01 Modification Without Bondholder Approval. Provided always that the security of the Bonds shall not be lessened or in any manner impaired, the Governing Authority may for any one or more of the following purposes at any time, or from time to time, adopt a resolution supplementing this Bond Resolution without the consent of the Owners of the Bonds, which resolution shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the Issuer in this Bond Resolution other covenants and agreements thereafter to be observed;

(b) to enter into any contracts or agreements with respect to the ownership, leasing, franchise, use, operation and maintenance of its properties or any parts thereof;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by this Bond Resolution;

(d) to cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Resolution;

(e) to confirm, as further assurance, any pledge under, and the subjection to a lien or pledge created or to be created by, this Bond Resolution, of the Pledged Revenues or of any other moneys, securities or funds:

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

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

SECTION 10.02 Modification With Bondholder Approval. Unless otherwise specifically set forth in Section 11.01 hereof, any Supplemental Resolution which amends or modifies this Bond Resolution, at any time or from time to time may be adopted subject to the consent by Bondowners in accordance with and subject to the provisions of Section 11.04 hereof, which Supplemental Resolution, certified by an Executive Officer and upon compliance with the provisions of Sections 11.03 and 11.04 hereof, shall become fully effective in accordance with its terms as provided hereinbelow.

SECTION 10.03 Powers of Amendment. Except as otherwise expressly provided for in Section 11.01 hereof, any modification or amendment of this Bond Resolution or of the rights and obligations of the Issuer and of the owners of the Bonds hereunder, in any particular, may be made by a Supplemental Resolution, with, in the case of any Supplemental Resolution which amends or modifies this Bond Resolution, with the written consent of the owners of at least two-thirds of the aggregate Bonds Outstanding of all Series affected at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount of the Redemption Price thereof or in the rate of interest thereon without the consent of the owner of such Bond affected, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto, without the consent of the owners of all of the Bonds then Outstanding.

SECTION 10.04 Consent of Bondholders. The Issuer may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 11.03, to take effect when and as provided in this Section 11.04. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto) together with a request to Bondholders for their consent thereto shall promptly after adoption, be mailed by the Issuer to Bondholders (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until there shall have been filed with the Issuer (i) the written consent of owners of the percentages of Outstanding Bonds specified in Section 11.03 and (ii) a Bond Counsel's opinion stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Issuer in accordance with the provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Issuer and enforceable in accordance with its terms. Any such consent shall be binding upon the owner of the Bonds giving such consent and upon any subsequent owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent owner thereof has notice thereof), unless such consent is revoked in writing by the owner of such Bonds giving such consent or a subsequent owner thereof by filing with the Issuer. At any time after the owners of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Issuer on a stated date), has been consented to by the

owners of the required percentages of Bonds and will be effective as provided in this Section 11.04, shall be given to Bondholders by the Issuer by mailing such amendment or modification shall be deemed conclusively binding upon the Issuer, the Paying Agent and the owners of all Bonds at the expiration of thirty (30) days after the mailing by the Issuer of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced with such thirty (30) day period; provided, however, that the Issuer, and any Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

Any provision for the mailing of a notice or other document to Bondholders shall be fully complied with if it is mailed postage prepaid only to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the Register of the Paying Agent.

Bonds authenticated and delivered after the effective date of any action taken as provided in Sections 11.03 and 11.04 may, and if the Paying Agent so determines shall, bear a notation by endorsement or otherwise in form approved by the Issuer as to such action, and in that case upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his Bond for such purpose at the principal office of the Paying Agent suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Issuer shall so determine, new Bonds so modified as in the opinion of the Issuer to conform to such action shall be prepared and delivered, and upon demand of the owner of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the maturity then Outstanding, upon surrender of such Bonds.

ARTICLE XI EVENTS OF DEFAULT

SECTION 11.01 EventsofDefault. Each of the following events is hereby declared an “Event of Default”:

- (a) payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by earlier redemption;
- (b) payment of any installment of interest on any Bonds shall not be made when the same shall become due and payable;
- (c) payment of any installment of either principal or interest into the Debt Service Fund pursuant to Section 6.02 hereof shall not be made when the same shall become due and payable;
- (d) unscheduled draws on the Reserve Fund that are not replenished within the time set forth in Section 6.07 hereof;

(e) payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(f) the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(g) an order or decree shall be entered with the consent or acquiescence of the Issuer appointing a receiver or receivers of its properties, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the Issuer for the purpose of effecting a composition between the Issuer and its creditors whose claims relate to its properties, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order of decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the Issuer, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders; or

(h) the Issuer shall fail to operate, or cause to be operated, its properties in an efficient and businesslike fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Resolution, and such default as to efficient operation or otherwise shall continue for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Issuer by any Bondholder, provided that in the case of default specified in this paragraph (g), if the default be such that it cannot be corrected within the said sixty (60) days period, it shall not constitute an event of default if corrective action is instituted by the Issuer within said sixty (60) day period and diligently pursued until the default is corrected;

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

After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds.

The foregoing provisions of paragraph (h) are subject to the following limitations: if by reason of force majeure the Issuer is unable in whole or in part to carry out its agreements herein contained, the Issuer shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; wash-outs; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or

event not reasonably within the control of the Issuer, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Issuer, and the Issuer shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Issuer unfavorable to the Issuer.

ARTICLE XII CONCERNING FIDUCIARIES

SECTION 12.01 Paying Agent: Appointment and Acceptance of Duties.

(a) The Issuer may appoint a Paying Agent for the Bonds issued pursuant to this Bond Resolution or any Supplemental Resolution.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution or any Supplemental Resolution by executing and delivering to the Issuer a written acceptance thereof.

(c) The principal offices of the Paying Agent for a particular Series of Bonds are designated as the respective offices or agencies of the Issuer for the payment of the interest on and principal or Redemption price of such Bonds.

(d) The Executive Officers of the Issuer are hereby empowered to execute on behalf of the Issuer appropriate contracts with the Paying Agent as may be appointed from time to time by the Governing Authority.

SECTION 12.02 Responsibilities of Fiduciaries. The recitals of fact in this Bond Resolution and in the Bonds contained shall be taken as the statements of the Issuer and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Bond Resolution or of any Bonds or in respect of the security afforded by this Bond Resolution, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds or the application of the process thereof or the application of any moneys paid to the Issuer or for any losses incurred upon the sale or redemption of any securities purchased for or held in any fund or account under this Bond Resolution. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be liable in connection with the performance of its duties under this Bond Resolution except for its own misconduct, negligence or default.

SECTION 12.03 Evidence on which Fiduciaries may Act.

(a) Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be Genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or

suffered by such Fiduciary under this Bond Resolution in good faith and in accordance therewith.

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

(c) Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Issuer to any Fiduciary shall be sufficiently executed if executed in the name of the Issuer by an Executive Officer.

SECTION 12.04 Certain Permitted Acts. Any Fiduciary may become the owner of any Bonds or any other obligations of the Issuer with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or the owners of any other obligations of the Issuer or to effect or aid in the enforcement of the Bonds or any other obligations of the Issuer or this Bond Resolution.

SECTION 12.05 Resignation or Removal of Paying Agent and Appointment of Successor Paying Agent.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' written notice to the Issuer. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the Issuer. Any successor Paying Agent shall be appointed by the Issuer and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and surplus aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Fiscal Agent. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Fiscal Agent shall act as such Paying Agent.

ARTICLE XIII DEFEASANCE

SECTION 13.01 Defeasance.

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

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (A) of this Section. Any Bond shall, prior to maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (A) of this Section if (i) in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give, as provided in Section 3.05 of this Bond Resolution, notice of redemption on said date of such Bond, and (ii) there shall have been deposited in trust either moneys or Defeasance Obligations in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable Redemption Price thereof, together with all accrued interest. Neither Defeasance Obligations, obligations secured thereby, or moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such direct obligations of the United States of America deposited with the Paying Agent shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at the times and in the amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case maybe.

To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants (“Accountant”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (“Verification”), (ii) an Escrow Deposit Agreement, (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer “Outstanding” under this Bond Resolution and (iv) a certificate of discharge of the Paying Agent with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer and the Paying Agent.

**ARTICLE XIV
MISCELLANEOUS**

SECTION 14.01 Purpose of Covenants in Bond Resolution. Every covenant, undertaking and agreement made on behalf of the Issuer, as set forth in this Bond Resolution is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the Issuer and the Bondholders and shall be enforceable accordingly.

SECTION 14.02 Effect of Remedies Granted by Resolution not Being Available to Owners of Other Bonds. If it shall be held by any court of competent jurisdiction that any right or remedy granted by this Bond Resolution to the owners of any Bond is not available to the owners of all other Bonds, then such rights and remedies are herewith conferred upon the owners of such other Bonds.

SECTION 14.03 Effect of Invalidity of Provisions of Bond Resolution. If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

SECTION 14.04 No Recourse on the Bonds. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Resolution against any present or former member or officer of the Issuer or any person executing the Bonds.

SECTION 14.05 Publication of Bond Resolution. A copy of this Bond Resolution shall be published immediately after its adoption in one issue of the official journal of the Issuer, in accordance with Article VI, Section 35 of the Louisiana Constitution of 1974. For a period of thirty (30) days from the date of the publication of this Bond Resolution, any person in interest may contest the legality of the Bonds or of the pledge and dedication of revenues for payment thereof or the provisions of the Bond Resolution providing for the security and payment of such Bonds, or for any cause, after which time no one shall have any cause or right of action to contest the legality, formality or regularity of the proceedings, the Bonds or this Bond Resolution for any cause whatsoever. If the question of the validity of any proceedings, the Bonds or this Bond Resolution is not raised within such thirty (30) days, the authority to issue the Bonds, the regularity thereof, the validity of the revenues pledged and dedicated to provide for the payment of principal, premium, if any, and interest on the Bonds and the enforceability of the pledge thereof shall be conclusively presumed and no court may inquire into such matters.

SECTION 14.06 Repealing Clause. All ordinances and resolutions, or parts thereof, insistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 14.07 Filing of Bond Resolution. A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Washington, State of Louisiana.

SECTION 14.08 Effective Date. That this Bond Resolution shall take immediately.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: MILLER, STOGNER, FENNER, RATCLIFF, VERRET, COLEMAN

NAYS: None

ABSENT: AUGUST

And this Resolution was declared adopted on this, the 6th day of March, 2012.

Cynthia August

Cynthia August, Secretary

James M. Coleman

James M. Coleman, Chairman

EXHIBIT A

FORM OF BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Bond Resolution referred to herein, until the termination of the system of book entry only transfers through The Depository Trust Company, New York, New York (together with any successor security depository appointed pursuant to the Bond Resolution), and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

No. R-1

Principal Amount: \$

UNITED STATES OF AMERICA
STATE OF LOUISIANA PARISH
OF TANGIPAHOA

**WASHINGTON PARISH COMMUNICATIONS DISTRICT,
PARISH OF WASHINGTON, STATE OF LOUISIANA
REVENUE BONDS, SERIES 2012**

Washington Parish Communications District, Parish of Washington, State of Louisiana (the “Issuer”), promises to pay to:

CEDE & CO. (Tax Id #: 13-2555119)

or registered assigns, the Principal Amount set forth below on May 1 of the year and in the amount as follows, to-wit:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENT</u>	<u>INTERES T RATE</u>
	<u>\$</u>	<u> </u> %
	\$ _____	

together with interest from the date hereof or from the most recent date to which interest has been paid, payable semi-annually on May 1 and November 1, commencing November 1, 2012, at the rate per annum set forth above (based on a year of 360 days comprised of twelve 30-day

months), until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for.

Installments of principal and interest on this Bond whether paid at maturity, by prepayment or otherwise, are payable in lawful money of the United States of America, by check mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) hereof at the address shown on the Bond Register. The term "Paying Agent" when used herein shall mean Regions Bank, in the City of Baton Rouge, Louisiana, or its successor in trust.

This Bond is one of a duly authorized issue of Revenue Bonds, Series 2012, aggregative in principal the sum of _____ and No/100 Dollars (\$_____) of the Issuer (the "Bonds"), this Bond having been issued by the Issuer pursuant to Resolutions adopted by its governing authority on February 1, 2011 and March __, 2012 (collectively, the "Resolution"), to provide a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center (the "Facility"); (ii) funding a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are secured by and payable from the avails or proceeds of the Prepaid Wireless Service Charge, the 1988 Service Charge and the CMRS Service Charge levied by the Issuer (the "Pledged Revenues"). This Bond and the issue of which it forms a part of constitute a borrowing solely upon the credit of the Pledged Revenues received by the Issuer and does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory provisions relating to the incurring of indebtedness.

For a complete statement of the conditions under which this Bond is issued, reference is hereby made to the Resolution.

OPTIONAL REDEMPTION

Upon thirty (30) days notice in accordance with the Resolution, the Bonds maturing May 1, 2018 and thereafter are callable at the option of the Issuer, in full or in part, in the inverse order of their maturity and if less than a full maturity, then by lot within each maturity, at any time on or after May 1, 2017 at the principal amount thereof plus accrued interest to the redemption date.

MANDATORY SINKING FUND REDEMPTION

The Bonds maturing on _____ 1, 20__ are subject to scheduled sinking fund redemption in part by lot through sinking fund payments at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in the amounts set forth below:

SinkingFundPaymentDate

PrincipalAmount

*Final Maturity

The Issuer shall cause to be kept at the office of the Paying Agent in Baton Rouge, Louisiana a register (the "Bond Register") in which registration and transfer of the Bonds shall be kept. Upon certification by the Chairman of the Issuer, or any successor thereto, that all costs incurred in connection with the acquisition and construction of improvements and in connection with the issuance, sale and delivery of the Bonds have been paid, any balance remaining in the Project Fund shall be deposited without further authorization into the Debt Service Fund.

The Issuer, the Paying Agent and any registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such owner or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the Issuer, the Paying Agent and registrar shall be affected by any notice to the contrary.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond to constitute the same a legal, binding and valid obligation of the Issuer have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Board of Commissioners, as governing authority of the Washington Parish Communications District, Parish of Washington, State of Louisiana, has caused this Bond to be executed on behalf of the Issuer by the manual signatures of its Chairman and its Secretary.

**WASHINGTON PARISH COMMUNICATIONS
DISTRICT, PARISH OF WASHINGTON,
STATE OF LOUISIANA**

James M Coleman

Cynthia August

By: _____
James M. Coleman, Chairman

By: _____
Cynthia August, Secretary

PAYING AGENT'S CERTIFICATE OF REGISTRATION

This Bond represents the entire issue of Bonds referred to in the within mentioned Resolution.

Regions Bank, in the City of Baton Rouge,
Louisiana, as Paying Agent

Date of Registration: _____, 2012

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (Please Insert Social Security or other Identifying Number or Assignee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the fact of the within Bond in every particular, without alteration or enlargement or any change whatever.

PAYMENT RECORD

REVENUE BONDS, SERIES 2012, OF WASHINGTON PARISH COMMUNICATIONS DISTRICT, PARISH OF WASHINGTON, STATE OF LOUISIANA, DATED _____, 2012

Due Date ()	Principal Payment	Principal Balance Due	Interest Payment	Date Paid	Signature of Officer of Paying Agent Title
20	\$	\$	\$	/ /	_____

PROVISIONS OF REGISTRATION

This Revenue Bond, Series 2012, has been registered as to principal and interest in the name of the registered owner hereof on the books maintained by the Paying Agent as follows:

Date of Registration	Name of Registered Owner	Address of Registered Owner	Signature of Authorized Officer of Paying Agent & Title
_ / _ / _			
_ / _ / _			
_ / _ / _			
_ / _ / _			

**PREPAYMENT RECORD
(TO BE ATTACHED TO CERTIFICATE)**

WASHINGTON PARISH COMMUNICATIONS DISTRICT.
PARISH OF WASHINGTON, STATE OF LOUISIANA
REVENUE BONDS, SERIES 2012
DATED _____, 2012

Principal Prepayment Date	Amount Due	Amount Paid	Date Paid	Signature of Authorized Officer of Paying Agent & Title
			/	
			/	
			/	
			/	

STATE OF LOUISIANA

PARISH OF WASHINGTON

I, the undersigned Secretary of the Board of Commissioners of the Washington Parish Communications District, Parish of Washington, State of Louisiana (the "District"), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the District on March 6, 2012, authorizing and providing for the issuance of not to exceed \$500,000 Revenue Bonds, in one or more series, of Washington Parish Communications District, Parish of Washington, State of Louisiana (the "Bonds") for the purpose of (i) providing a portion of the funds necessary to acquire, construct and equip an Emergency Operations, 911 and Multi-Agency Communications Center; (ii) funding a reserve fund, if necessary; and (iii) paying the costs of issuance of the Bonds; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds and entering into certain covenants and agreements in connection with the security and payment of said Bonds; and providing for other matters with respect to the foregoing.

I further certify that this Resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have subscribed my official signature of said District on this, the 7th day of March, 2012.

Cynthia August

Cynthia August, Secretary