BE IT KNOWN, that on this 16th day of January, 1979,

BEFORE ME, Norma A. Dugas, Notary Public, duly commissioned and qualified in and for the Parish of Lafayette, State of Louisiana, and in the presence of the undersigned witnesses,

PERSONALLY CAME AND APPEARED:

Glenn C. Duhan
AS SETTLOR,

(hereinafter referred to as "Settlor") and

Robert S. Austin
Ralph D. Kraft
Mrs. Sara D. Stansbury
Kenneth F. Brown, M.D.
John R. Cassidy

all persons of the full age of majority and residents of and domiciled in the Parish of Lafayette, State of Louisiana (hereinafter referred to as "Trustees") who, after being duly sworn, declared unto me, Notary, that availing themselves of the laws of the State of Louisiana, and particularly R.S. 9:2341, et seq., known as the Public Trust Law, and in consideration of the benefits to be derived by the citizens of the City of Lafayette, State of Louisiana, Settlor does by these presents, irrevocably give, grant, convey, transfer and donate unto the said Trustees the sum of One Hundred Dollars ($100.00) cash, receipt of which is hereby acknowledged, and in further consideration of the
mutual covenants herein set forth, and other valuable considera-
tion, the said Trustees agree to hold, manage, invest, assign,
administer, convey and distribute as herein provided, authorized
and directed, such property, whether immovable or movable (real
or personal), corporeal or incorporeal, as Settlor, or others,
may from time to time sell, assign, transfer, lease, convey,
give, donate, bequeath, exchange, set over, quit claim, devise
or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents,
profits, fruits and increases thereof unto said Trustees, and
said Trustees' successors and assigns, but in trust neverthe-
less, for the use and benefit of the City of Lafayette, State of
Louisiana, as Beneficiary, subject to the following terms and
conditions:

ARTICLE I
CREATION OF TRUST

Subject to the approval of the governing authority of the
City of Lafayette, State of Louisiana, and of the State Bond
Commission, the undersigned Settlor hereby creates and estab-
lishes a public trust pursuant to Chapter 2-A of Title 9 of the
Louisiana Revised Statutes, as amended (hereinafter referred to
as the "Public Trust Law"), the Louisiana Trust Code and other
laws supplemental thereto, for the use and benefit of the City
of Lafayette, State of Louisiana, to provide funds for the
furtherance and accomplishment of any public function and
purpose of the City.

The Trust is not created or organized for profit, and
furthermore, no part of the net earnings from the operation of
the Trust shall inure to the benefit of any private person.
ARTICLE II

NAME OF TRUST

The name of this Trust shall be the "Lafayette Public Trust Financing Authority" (hereinafter referred to as the "Trust"). The Trustees shall conduct all business, perfect all agreements, execute all instruments and otherwise perform the duties and functions required in the execution of this Trust, except those validly delegated by them, as authorized herein and by the Act, hereinafter defined.

ARTICLE III

DEFINITIONS

The following words and terms as used in this Trust Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

(a) "Act" means the Louisiana Public Trust Law, being Sections 2341 to 2347, inclusive, of Title 9 of the Louisiana Revised Statutes of 1950, as amended.

(b) "Beneficiary" means the City of Lafayette, Louisiana, a political subdivision of the State of Louisiana and any legal successor to such City.

(c) "Bonds" means any revenue bonds authorized to be issued pursuant to the Act, and includes notes and any and all other limited obligations payable as provided by the Act and hereunder.

(d) "City" means the City of Lafayette, Louisiana, the beneficiary of the Trust.

(e) "Parish" means the Parish of Lafayette, Louisiana.
(f) "Person" means any individual, partnership, copartnership, firm, company, corporation, lending institution, association, joint stock company, trust, estate, political subdivision, state agency or any other legal entity, or its legal representative, agent or assigns.

(g) "State" means the State of Louisiana.

(h) "Trust" means the Lafayette Public Trust Financing Authority.

(i) "Trust Estate" means the moneys, assets and other property, rights and privileges described in Article VI hereof.

(j) "Trust Indenture" means this Trust Indenture, dated as of January 16, 1979, creating the Trust.

ARTICLE IV

PURPOSES OF TRUST

The Trust is created for the purpose of furthering and accomplishing any public function and purpose of the City including, but not limited to: hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory and related services and facilities; housing, mortgage finance and related services, activities, facilities, and properties; penitentiary, rehabilitation, incarceration and other correctional services and facilities; educational services and facilities and related housing and dormitory services and facilities; providing, developing, securing and improving water storage, treatment, supply and distribution services and facilities; sanitary and storm sewer and other liquid and solid waste collection, disposal, treatment and drainage services and facilities; educational or commercial communication equipment and facilities;
mass transit, commuting and transportation, and parking services, equipment and facilities; cultural and civic facilities, services and activities; community development and redevelopment facilities and activities; gas, electric, petroleum, coal and other energy collection, recovery, generation, storage, transportation and distribution facilities and activities; industrial, manufacturing and other economic development facilities and activities; antipollution and air, water, ground and subsurface pollution abatement and control facilities and activities; airport and water port and related facilities, services and activities; and facilities, property and equipment of any nature for the use or occupancy of the state or the United States, or any agencies or instrumentalities thereof or of any governmental units in the state.

Said purposes and functions are hereby deemed and held to be essential public functions conducted in the public interest.

ARTICLE V

DURATION OF TRUST

This Trust shall have as its term and shall exist for the entire duration of the Beneficiary, and until such time as any outstanding indebtedness or other contractual obligations of the Trust have been discharged or its purpose shall have been fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE VI

THE TRUST ESTATE

The Trust Estate shall consist of the sum of One Hundred Dollars ($100.00) delivered to the Trustees by the Settlor
simultaneously upon the execution of this Trust Indenture, and all other property, rights, privileges or items of value which are or may subsequently come into the possession of the Trustees for trust purposes including but not limited to money, contracts, leases, licenses, franchises, benefits, interests and leaseholds.

ARTICLE VII

THE TRUSTEES

(1) The Trust and the Trust Estate shall be governed and administered by a Board of Trustees consisting of five (5) Trustees, or their duly appointed and qualified successors. The initial Trustees of this Trust and their respective terms of office shall be:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert E. Austin</td>
<td>One year, expiring 1-16-80</td>
</tr>
<tr>
<td>Ralph D. Kraft</td>
<td>Two years, expiring 1-16-81</td>
</tr>
<tr>
<td>Mrs. Sara D. Stansbury</td>
<td>Three years, expiring 1-16-82</td>
</tr>
<tr>
<td>Kenneth F. Brown, M.D.</td>
<td>Four years, expiring 1-16-83</td>
</tr>
<tr>
<td>John R. Cassidy</td>
<td>Five years, expiring 1-16-84</td>
</tr>
</tbody>
</table>

all being citizens and residents of Lafayette Parish and having been appointed by the governing authority of the City, to serve in such office for the designated term commencing with the date of this Trust Indenture. In the event of the resignation of, or the expiration of the term of office of, any Trustee or Trustees, said Trustee or Trustees shall continue to serve in such capacity until such time as their successor or successors shall have been duly appointed and qualified as provided for hereinbelow. All successor Trustees shall serve for a term of
five (5) years commencing with the date of their appointment by the governing authority of the City.

(2) The Trustees shall make and adopt bylaws for the due and orderly administration and regulation of the affairs of the Trust, and shall submit such proposed bylaws and any amendments thereto to the governing authority of the City for approval in accordance with the Act.

(3) The Trustees shall, from time to time as they deem appropriate and in the interests of the Trust, select from among their number a Chairman, a Vice Chairman and a Secretary-Treasurer, who shall be the principal officers of the Trust. The Chairman shall preside at all meetings of the Trustees and perform such other duties as may be designated to him by the Trustees. The Vice Chairman of the Trustees shall preside in the event of absence of the Chairman, and perform all duties designated to be performed by the Chairman in his absence or incapacity, and also those duties as may be designated to him by the Trustees. The Secretary-Treasurer shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, and cause all such minutes, books and records to be filed in the office of the Trust.

(4) The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. Ministerial and clerical actions of committees,
individuals, Trustees, officers, agents and employees need not be approved if generally authorized by delegation or implication by or from valid action of the Trustees.

(5) All meetings of the Trustees shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection by the governing authority of the City. In accordance with the provisions of the Act, the Trust shall be subject to the Public Contracts Law, Public Records Law, Public Meetings Law, Code of Ethics and the Bond Validation Procedures Law.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate or its income, revenues and receipts, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, then in such event, a Receiver, or Temporary Trustee or Trustees shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Receiver, Temporary Trustee or Trustees shall be appointed to operate the Trust Estate, shall provide for the compensation to be paid to said Receiver, Temporary Trustee or Trustees and shall provide that their appointment shall be vacated and the permanent Trustees provided herein automatically reinstated upon termination of all defaults by which their appointment was authorized.
(7) The Trustees, individually and collectively, the State, the City, and all agents, officers and employees of the above shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in the exercise of their official duties or responsibilities on behalf of the Trust or in the operation of the Trust Estate, or for any action or omission taken or suffered by any such person in the reasonable belief that it was done or omitted in the best interests of the Trust, but any liability for any such act, omission or obligation shall extend only to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation. Any Trustee, officer, agent or employee, or group of them, collectively or individually, shall be furnished legal counsel, and costs, including cost of investigators and expert witnesses, by the Trust and from trust funds in any official proceeding, judicial, legislative or administrative, in which an adverse determination or action might result against such person or persons for an action or omission done or suffered in the discharge of such person's responsibilities or duties on behalf of the Trust, or which such person reasonably or in good faith believed to be in the best interests of the Trust; and in any such circumstances, the Trust shall indemnify the adversely affected Trustees, agents, officers, employees, or any of them, for any costs or liabilities imposed upon them. This indemnification shall not extend to situations in which any such person or persons were guilty of bad faith or gross negligence in the discharge of such duties and responsibilities.
(8) Notwithstanding any other provisions of this Trust Indenture, no Trustee, officer, agent or employee, or group of them, shall have the power or authority to bind or obligate any other such person or persons individually, or the City, or the Parish, or the State, nor can the Beneficiary so bind or obligate the Trust or any such person or entity.

(9) The Trustees shall serve without compensation, but may receive a reasonable per diem as may be determined by the Trustees and be reimbursed for actual expenses incurred in the performance of their duties as Trustees.

(10) The Trustees shall provide for an annual, independent audit of the Trust by a certified public accountant, which audit shall be subject to the authority of the Legislative Auditor of the State of Louisiana to prescribe and approve the terms and conditions of such audit as set forth in R.S. 24:513(A).

ARTICLE VIII
POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have all of the powers authorized by the Act, and all laws supplemental thereto, including without limitation, all powers incident to their office and the powers granted to them in this Trust Indenture and the following rights, powers, duties, authority, discretion and privileges:

(1) To appoint a general manager or administrator for the Trust Estate, and to employ such other clerical, professional, legal and technical assistance including, but not limited to, accountants, attorneys and financial and fiscal advisors and
agents, as they may deem necessary to properly operate the business of the Trust Estate, and to fix their duties, terms of employment and compensation. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(2) To enter into contracts for the acquisition and disposition of equipment and supplies and construction of necessary facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith.

(3) To enter into contracts for the sale of Bonds of the Trust for any authorized purpose of the Trust pursuant to the terms of this Trust Indenture and the Act and for that purpose to:

(a) Employ financial advisors and/or underwriters to advise and assist the Trustees in the marketing of such Bonds and to present financial plans for the financing of each project, and to recommend to, or consult with the Trustees concerning the terms and provisions of bond indentures and bond issues, and to pay appropriate compensation for such work and services performed in the furtherance of the purposes of the Trust.

(b) Sell all Bonds of the Trust in installments or series and on such terms and conditions and in such manner as permitted by the Act and as the Trustees shall deem to be in the best interest of the Trust; provided, however, no such bonds shall be delivered to
any purchaser without the approval of the governing authority of the City, and in the event said bonds are issued to construct, acquire or improve properties within the Parish but outside the City limits or to provide mortgage financing for properties within the Parish but outside said City limits, the approval of the governing authority of the Parish shall first be obtained before the delivery of such bonds.

(c) Employ attorneys and appoint paying agencies and corporate trustees in connection with the issuance of any such Bonds of the Trust; provided, however, a firm of national recognition in the field of bond financing shall be appointed and employed as bond counsel for the Trust and the Trustees, which appointment shall be approved by the Beneficiary unless such bond counsel is also bond counsel for the Beneficiary.

(4) To enter into and execute agreements in order to purchase, exchange, lease, or otherwise acquire property, tangible or intangible, immovable, movable, corporeal, incorporeal, real, personal or mixed, including mortgages, mortgage notes and other promissory instruments, and evidences of indebtedness; to enter into or accept contracts, leases, rights, privileges, benefits, choses in action, or other things of value; and to pay for the same in cash, with the proceeds of Bonds or other evidences of indebtedness or otherwise.

(5) Subject to the provisions of the Act, to make and change investments; to lease, improve, exchange or sell at public or private sale, upon such terms as they deem proper and to resell, at any time and as often as they deem advisable, any
or all the property of the Trust, to borrow money, or renew loans of the Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and others and construct, improve, repair, extend, remodel, maintain and operate buildings, machinery, equipment and other facilities and improvements and furnishings therefor and to operate the same, or lease or rent the same to individuals, partnerships, associations, corporations and others, including, but not limited to the United States of America, the State or the City and agencies or authorities of any such entity, and to do all things provided for or authorized in this Trust Indenture and the Act, and procure funds necessary for any such purpose by the sale of Bonds or other securities unsecured or secured by the mortgage, lien, pledge or other hypothecation or encumbrance of such property as may be owned, leased or otherwise controlled by the Trustees, as well as any rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; and to sell, abandon, lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees or have any other interest therein, provided, however, that no bonds, certificates or other debt obligations may be issued or moneys borrowed without the prior consent of the governing authority of the City. In addition, the consent of the governing authority of the Parish shall be obtained prior to the delivery of such
bonds in the event the proceeds are to be expended to construct, acquire or improve any properties in the Parish but outside the City limits or to provide mortgage financing for any properties in the Parish but outside said City limits.

(6) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue furnishing of services and facilities to any person delinquent in the payment of any indebtedness to or on behalf of the Trust or for other good cause as determined by the Trustees; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(7) To make and perform contracts of every kind, including management contracts, and to delegate such discretionary or nondiscretionary duties and authority to any persons or entities as they deem appropriate with any Person; and to the full extent permitted by the Act, and without limit as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all property or income of the Trust, in the same manner and to the same extent as a natural person might or could do to collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized purposes of the Trust set out herein.
(8) To engage in mortgage purchase and/or loans to lenders programs and to execute and carry out all agreements necessary to facilitate said programs.

(9) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(10) The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, such vesting of title in the Trustees being a necessary condition for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

(11) The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit. The Trustees may select depositories for the funds and securities of this Trust.

(12) The Trustees may pay from the Trust Estate all costs and expenses of administering the Trust. The Trustees may compromise any debts or claims of or against the Trust or the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust or Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interests of the Trust or the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit.
against the Trust or the Trust Estate, or against the Trustees, employees, agents or servants thereof. The Trustees may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

(13) No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental moneys arising therefrom.

(14) The Trustees may take any other action, not hereinabove enumerated, for the accomplishment of the purposes of the Trust and to perform on behalf of the Beneficiary the functions and powers authorized by the Louisiana Industrial Inducement Statutes as the performance of such functions and powers relate to the purposes of the Trust.

ARTICLE IX

BONDS OF THE TRUST

(1) The Trust shall have the power and is hereby authorized from time to time to issue its bonds in conformity with the Act and any other applicable laws of the State in such principal amounts as, in the opinion of the Trustees, shall be necessary to provide sufficient funds for achieving the authorized functions or purposes of the Trust. Such authority shall also include the payment of interest on Bonds of the Trust, the establishment of reserves to secure such Bonds, and the incurring of all other expenditures incident to and necessary or
convenient to carry out the authorized purposes and powers of the Trust.

(2) Bonds of the Trust shall be negotiable instruments, and shall be solely the obligations of the Trust and not of the State, the Parish or the City. The Bonds shall be payable out of the income, revenues and receipts derived or to be derived from all or a portion of the Trust properties and facilities maintained and operated by the Trust or received by the Trust from any other sources whatsoever, including, but not by way of limitation, other monies which, by law or contract, may be made available to the Trust. In addition to the pledge of income, revenues or receipts to secure said Bonds, the Trust may further secure their payment by a conventional mortgage upon any or all of the properties constructed or acquired or to be constructed or acquired by it. Such Bonds shall be authorized and issued by resolution adopted by a two-thirds vote of the Trustees of the Trust and shall be of such series, bear such date or dates, mature at such time or times, bear interest at such rate or rates not exceeding the maximum rate provided by the Act, be in such denominations, be in such form, either coupon or fully registered without coupons, carry such registration and exchangeability privileges, be payable at such place or places, be subject to such terms of redemption and be entitled to such priorities on the income, revenues and receipts of the Trust as such resolution may provide. The Bonds shall be signed by such officers as the Trust shall determine and one of such signatures may be facsimile. Coupon bonds shall have attached thereto interest coupons bearing the facsimile signatures of such
officer or officers as the Trust shall designate. Any such Bonds may be issued and delivered, notwithstanding that one or more of the officers signing such Bonds or the officer or officers whose facsimile signature or signatures may be on the coupons shall have ceased to be such officer or officers at the time such Bonds shall actually have been delivered. Such Bonds may be sold in such manner and from time to time as may be determined by the Trust to be most beneficial and the Trust may pay all expenses and commissions which it may deem necessary or advantageous in connection with the issuance and sale thereof.

(3) Any resolutions authorizing the issuance of Bonds may contain all covenants deemed necessary by the Trustees to facilitate the marketing of the Bonds provided said covenants are not inconsistent with the provisions of the Act.

(4) The Bonds shall be payable out of the income, revenues and receipts derived or to be derived from all or part of the Trust properties and facilities maintained and operated by the Trust or received by the Trust from any other sources whatsoever, including, but not by way of limitation, other monies which, by law or contract, may be made available to the Trust. In addition to the pledge of income, revenues or receipts to secure said bonds, the Trust may further secure their payment by a conventional mortgage upon any or all of the properties constructed or acquired or to be constructed or acquired by it.

(5) No Bonds or other evidence of indebtedness issued or to be issued by the Trustees shall constitute an indebtedness of the State or of the Parish or of the Beneficiary (but shall instead constitute special obligations of the Trust payable
solely from the Trust Estate). No such debt shall be deemed a personal obligation of any of the Trustees of the Trust or of any officer, employee or agent of the Trust or of any Trustees acting in his or their individual official capacity.

(6) No Bonds of the Trust shall be delivered without the prior approval of the governing authority of the City and the other approvals required by the Act. In addition, the consent of the governing authority of the Parish shall be acquired prior to the delivery of such bonds in the event the proceeds are to be expended to construct, acquire or improve any properties in the Parish but outside the City limits or to provide mortgage financing for any properties in the Parish but outside said City limits.

ARTICLE X

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the City of Lafayette, State of Louisiana. Settlor now declares that this Trust Indenture shall be irrevocable from the moment it is signed by him and accepted by the Beneficiary, and the Settlor shall not at any time alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Indenture, except this Trust Indenture may be supplemented or amended from time to time in accordance with the Act.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof, or to demand or require any partition or distribution thereof. Nor shall the Beneficiary have any authority, power or right whatsoever to transact any business for, or on behalf of, or binding
upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees except to the extent herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

(3) The Beneficiary shall incur no liability whatsoever for any Bonds or indebtedness of any type whatsoever of the Trust, nor shall it have any liability for the costs incurred in the operation of the Trust, or for any actions or omissions of the Trustees or others representing the Trust. All indebtedness and obligations of the Trust and all operating costs of the Trust shall be payable solely from the Trust Estate and the revenues thereof.

ARTICLE XI

TERMINATION OF TRUST

(1) This Trust shall terminate when the purposes set out in this instrument shall have been fully executed, or in the manner provided by the Act. Provided, however, that neither this Trust, nor the acceptance by the Beneficiary of the beneficial interest therein, shall be terminated if there are outstanding any Bonds or other contractual obligations chargeable against the Trust or the Trust Estate.

(2) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall
distribute the residue of the money and properties of the Trust Estate to the Beneficiary. Upon such final distribution, the powers, duties and authority of the Trustees shall cease.

ARTICLE XII

PARTIAL INVALIDITY

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, articles or sub-sections of this instrument shall not affect the remaining portion hereof so long as such remaining portion shall constitute a rational instrument. In the event of such partial invalidity or ineffectiveness, this instrument shall be construed, consistent with its basic purposes, as if such invalid or ineffective portion had not been included herein.

ARTICLE XIII

ACCEPTANCE BY TRUSTEES

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

THUS DONE AND PASSED, in my office in the City of Lafayette, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said
appearers, and me, Notary, after reading of the whole.

WITNESSES:

[Signatures]

TRUSTEES:

[Signatures]

[Signature]

NOTARY PUBLIC

[Signature]
ACCEPTANCE OF BENEFICIAL INTEREST

On this \( \frac{11}{7} \) day of \( \frac{1}{1} \) January, 1979, pursuant to ordinance duly adopted by the City Council of the City of Lafayette, State of Louisiana (the "City"), acting as the governing authority of said City, the said City Council hereby accepts for and on behalf of said City the beneficial interest in the Trust created by the foregoing Trust Indenture in accordance with the terms of said Trust Indenture.

CITY OF LAFAYETTE,
STATE OF LOUISIANA

BY: [Signature]
MAYOR

-23-
The following Ordinance, having been introduced at a duly convened meeting on January 3, 1979, was offered for final adoption by Mr. Pierre and seconded by Dr. Simon:

**ORDINANCE NO. O-1739**

An ordinance approving the creation of the Lafayette Public Trust Financing Authority pursuant to the provisions of Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, accepting the beneficial interest of said Trust on behalf of the City of Lafayette, naming and appointing the initial Trustees of said Trust and designating their terms of office, making application to the State Bond Commission for approval of said Trust and directing the recording of the Trust Indenture.

WHEREAS, pursuant to a Trust Indenture to be executed this date by citizens of the Parish of Lafayette, a public trust is being created pursuant to the provisions of Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended (hereinafter referred to as the "Public Trust Law"), to be designated the "Lafayette Public Trust Financing Authority" (the "Trust"), in which the City of Lafayette (the "City") is named beneficiary; and

WHEREAS, the provisions of the Public Trust Law requires the express approval of this City Council as the governing authority of the beneficiary, and the further approval of the State Bond Commission; and

WHEREAS, this City Council has determined that the creation of such a public trust will provide funds for the furtherance and accomplishment of the authorized public functions or purposes of this City; and

WHEREAS, this City Council is required to name and appoint the Trustees of the aforesaid Trust and designate their respective terms of office, and provide for other matters in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lafayette, State of Louisiana, acting as the governing authority of said City:

SECTION 1. That pursuant to the provisions of the Public Trust Law, particularly R.S. 9:2341(A), the creation of the Lafayette Public Trust Financing Authority, under the terms of a Trust Indenture dated this date, is hereby expressly approved and the form, terms and provisions of said Trust Indenture be and the same are in all respects approved, a copy of said Trust Indenture being annexed hereto and designated as Exhibit A and to be filed in the office of the City Clerk of the City with the official minutes of this City Council.
SECTION 2. That this City Council accepts the beneficial interest of said Trust and does hereby empower, authorize and direct the Mayor of the City to execute an acceptance on behalf of the City of the beneficial interest in the Trust created by the foregoing Trust Indenture.

SECTION 3. That the initial Trustees of said Trust and their respective terms of office shall be:

<table>
<thead>
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<th>NAME</th>
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<tbody>
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<td>Three years, expiring January 16, 1982</td>
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<td>Kenneth E. Brown, M.D.</td>
<td>Four years, expiring January 16, 1983</td>
</tr>
<tr>
<td>John R. Cassidy</td>
<td>Five years, expiring January 16, 1984</td>
</tr>
</tbody>
</table>

and that the successors to said Trustees shall be appointed by this City Council in accordance with the provisions of said Trust Indenture.

SECTION 4. That application be and the same is hereby formally made to the State Bond Commission, Baton Rouge, Louisiana, for approval of said Trust in accordance with the provisions of the Trust Indenture attached hereto as Exhibit A; and further, that a certified copy of this ordinance and an executed copy of said Trust Indenture shall be forwarded to the State Bond Commission, together with a letter requesting the prompt consideration and approval of this application.

SECTION 5. That upon the execution of said Trust Indenture by the Settlor and the Trustees, an executed copy thereof, together with the written acceptance of the beneficial interest endorsed thereon, shall be recorded in the official records of the Clerk of Court of the Parish of Lafayette, in accordance with the provisions of R.S. 9:2342(A).

SECTION 6. That this ordinance, having been introduced at a duly convened meeting on January 3, 1979, in compliance with a duly published agenda item and notice of introduction hereof having been published once in the official journal of the City at least seven (7) days prior to the date of adoption hereof and having been duly adopted by the City Council on January 16, 1979, pursuant to a duly published agenda item, in compliance with the provisions of the City Charter, shall take effect immediately upon approval by the Mayor of the City.