J.P.Morgan

JPMORGAN CHASE BANK, N.A.
Mail Code OH1-1085
1111 Polaris Parkway, Suite 1A
Columbus, OH 43240-2050

MAY 12, 2025

Enclosed please find the documents necessary to complete your transaction with JPMorgan Chase Bank, N.A. (the "Bank"). These documents have been completed as of **MAY 12 2025**, and reflect the pricing, terms and conditions of the transaction as of this date.

Note that the signer's title must match the signer's title shown on the current Resolution and Incumbency Certificate.

- **Lease Schedule** – Please review, enter the Date for the Equipment/Escrow Acceptance and sign.
- **Lease schedule – State Addendum (local Government)** – Please review and sign.
- **Schedule A-1** – Please review and sign.
- **Payment Schedule** – Please review and sign.
- **Vehicle Schedule Addendum** – Please review and sign.
- **Software Schedule Addendum** – Please review and sign.
- **Prepayment Schedule Addendum** – Please review and sign.
- **Proceeds Disbursement Authorization** – Please review and sign.
- **Resolution and Declaration of Official Intent** – Your governing board will need to review and approve the financing and the Authorized Signer(s). Please have the Secretary/Clerk of the board certify that the board has met and approved the financing, and that the titles of the Authorized Signer(s) are correct.
- **Certificate of Incumbency** – The individuals that are duly elected or appointed officers of the Lessee should Print Name and Title and provide signatures. The Secretary/Clerk of the Lessee should Print Name, Title, Date and sign. If the Secretary/Clerk is also authorized to execute the Lease-Purchase Agreement, a second officer must Print Name, Title and sign.
- **Opinion of Counsel** – Please have your counsel review the documents as soon as possible, and prepare an Opinion of Counsel letter on their letterhead addressed to JPMORGAN CHASE BANK, N.A. A sample of an Opinion of Counsel letter that will satisfy JPMORGAN CHASE BANK, N.A. is enclosed.
- **IRS Form 8038-G** – Enclosed is the 8038-G form (Information Return for Tax-Exempt Governmental Bonds) with instructions that is required for IRS reporting of tax-exempt financing. The 8038-G form is used when the issue price is greater than or equal to $100,000. Please refer to the enclosed instructions when completing the information on the form and have an Authorized Signer sign and date at the bottom.

- **Escrow Agreement With Exhibit 1, Exhibit 2 AND Exhibit 3, Schedule A-1 , Exhibit 4, Exhibit 5 -** Review, sign and indicate title.
  - Exhibit 1 - Money Market Account Authorization Form
  - Exhibit 2 - Schedule of Fees for Services as Escrow Agent
  - Exhibit 3 - Requisition Request- Payee #1 – Complete the Payee Name and Address, Invoice Number, Date and Amount. Complete the Bank Wire Instructions for the funds transfer including Name of Bank, ABA/Routing Number, Account Number and the Name on the Account. Repeat for each payee.
    Note: If the disbursement is for a reimbursement, enter your Name as the Payee and provide the Lessee's Bank Wire Instructions.
  - Schedule A-1 - Complete the Equipment Location and Equipment Description.
  - Exhibit 4 - Final Acceptance Certificate
  - Exhibit 5 - Provide contacts that can confirm wire instructions on a recorded line with our callback team. In order to complete a callback, we must be able to verify the company Main Telephone Number through an on-line search. Please provide this number for each contact, along with the contact's Phone Number. Each contact must also sign the Requisition Request form.
- **Escrow Funding Schedule Addendum And Arbitrage Certificate –** Review, initial the appropriate selection in Section 8.(i), sign and indicate title.
- **Instructions For Submitting Escrow Disbursement Requests** – Review and retain these instructions for future reference when submitting your requests for Disbursements from the Escrow Account.
- **Electronic Signature Letter** – Please review and sign.
- **Auto Debit Enrollment** – Complete the bank account information and sign.

We would like to thank you for choosing JPMorgan Chase Bank, N.A.to assist with your equipment financing. We appreciate your business and welcome the opportunity to work with you.

If you have any questions, concerns, or if I can be of assistance, please contact me. I can be reached at Kathryn.lomastro@jpmorgan.com from 8:30am through 5:00pm ET Monday through Friday. I'll be happy to help you.

Sincerely,
Kathryn LoMastro
Documentation Specialist

LEASE SCHEDULE

Dated as of: **MAY 15, 2025**

Lease No.: **1000151444**

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated APRIL 30, 2018.

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: See Attached Schedule A-1

C. ACCEPTANCE OF EQUIPMENT: AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.

F. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

G. GOVERNMENT REGULATION. ANTI-CORRUPTION.

(a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions. Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.

(b) Compliance with Anti-Corruption Laws and Sanctions. Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(c) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

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LEASE SCHEDULE
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

LOUISIANA LEASE SCHEDULE ADDENDUM
(Local Government)

Dated: **MAY 15, 2025**

Lease Schedule No: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

NOW THEREFORE, solely for purposes of the Lease, Lessor and Lessee hereby agree as follows:

1. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS AMENDMENTS.** Section 6 of the Master Lease is deleted and replaced with the following:

   6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.**

      6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee’s governing body for such fiscal year; provided, that Lessee’s governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out funds legally appropriated therefore. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

      6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall transfer to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

2. **TITLE; SECURITY INTEREST AMENDMENTS.** Section 8 of the Master Lease is deleted and replaced with the following:

   8. **TITLE.**

      8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Lessor’s rights under Sections 6, 20 and 21 hereof.

      8.2 Lessee agrees to execute and to deliver to Lessor upon request financing statements that comply with La. R.S. 10-9:101 et seq. (the "UCC"). Lessor may file or record such financing statements with respect to each Lease so as to give notice to any interested parties. However, it is specifically understood that such filing is for notice purposes only and that the UCC does not apply to any Lease and that no Lease grants Lessor any security interest or other lien rights in and to any of the Equipment.

3. **RISK OF LOSS AMENDMENTS.** Subsection 13.3 of the Master Lease is deleted and replaced with the following:

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall use the proceeds of any insurance recovery to either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment Dates, then as of the Rent Payment Date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. If the insurance proceeds are insufficient to pay the costs of such replacement or to pay the amount owed by Lessee as set forth in (b) above, Lessee shall, at Lessor's direction, either pay the costs of the replacement of the Equipment or pay the remainder of the amounts owed by Lessee as set forth in (b) above, in excess of the amount of the insurance proceeds, but only from legally appropriated funds.

4. **PURCHASE OPTION AMENDMENTS.** Section 15 of the Master Lease is deleted and replaced with the following:

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release all of its rights in such Equipment created hereunder and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor and all rights of Lessor hereunder.

5. **ASSIGNMENT AMENDMENTS.** Subsection 18.3 of the Master Lease is deleted and replaced with the following:

18.3 Each Assignee of a Lease hereby agrees that: (a) said Assignee shall have no claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (b) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

6. **REMEDIES AMENDMENTS.** Subsections 20(b) and 20(f) of the Master Lease are deleted and replaced with the following:

(b) Lessor may require Lessee to promptly transfer all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so transfer the Equipment), and Lessee agrees to permit Lessor or its agents to enter the premises where the Equipment is located to obtain possession of the Equipment;

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment, but only from legally appropriated funds.

7. **RETURN OF EQUIPMENT AMENDMENTS.** Section 21 of the Master Lease is deleted and replaced with the following:

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to the transfer of any of the Equipment from Lessee, then Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and transfer the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

8. **SEVERABILITY ADDITION.** Section 28 is hereby added to the Master Lease as follows:

   28. **SEVERABILITY**. If any provision of any Lease is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of such Lease, which shall be valid and enforceable to the fullest extent permitted by law.

   Lessor's right to the return of the Equipment under Paragraph 21 hereof in the event there occurs an Event of Nonappropriation hereunder is not intended as a penalty clause but rather Lessee hereby acknowledges that the provisions of Paragraph 21 hereof were negotiated and agreed to by Lessor and Lessee in consideration for Lessee's unilateral right hereunder to terminate any Lease by not appropriating funds necessary to make Payments thereunder for any succeeding fiscal year. Lessee hereby acknowledges that the Payments made by Lessee during each fiscal year under each Lease are reasonably proportionate to the value being received in return by Lessee under such Lease, including the value of Lessee's possession of such Equipment during such fiscal year. Notwithstanding the foregoing, in the event that a court of competent jurisdiction renders a final judgment which is not appealed to the effect that any of the provisions of any Lease constitute a penalty or are otherwise unenforceable under applicable law, the parties hereby agree that such Lease shall automatically be amended so as to delete or modify those provisions in such Lease so deemed to constitute a penalty pursuant to such judgment to the extent necessary make such provisions not constitute a penalty or not otherwise be deemed to be unenforceable and such provision, as modified, and the other provisions of under each Lease shall remain in full force and effect and enforceable to the fullest extent permitted by law.

9. **TERMS.** Throughout the Master Lease, the term personal property shall mean movable property as defined in Louisiana law and the term real property shall mean immovable property as defined under Louisiana law.

Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

LOUISIANA LEASE SCHEDULE ADDENDUM
(Local Government)
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price:	**$3,000,000.00**
Net Amount Financed:	**$3,000,000.00**
Equipment Location:	**Various locations throughout the Parish**
Equipment Description:	**Financial service software, vehicles, and additional essential equipment**

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SCHEDULE A-1
(Equipment List)

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000151444** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

By: DocuSigned by: Susan Hutson 7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A
(Lessor)

By: Signed by: Kathryn LoMastro C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

By: Signed by: Bianka Brown 78335B58470A432...

Title: CFO

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No.	**1000151444**
Lease Schedule Dated:	**May 15, 2025**
Accrual Date	**May 15, 2025**
Amount Financed	**$3,000,000.00**
Interest Rate	**4.3400% per annum**
Taxable Rate	**5.2910% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	11/15/2025	$336,957.09	$65,100.00	$271,857.09	$2,728,142.91	N/A
2	05/15/2026	$336,957.09	$59,200.70	$277,756.39	$2,450,386.52	$2,450,386.52
3	11/15/2026	$336,957.09	$53,173.38	$283,783.71	$2,166,602.81	$2,166,602.81
4	05/15/2027	$336,957.09	$47,015.28	$289,941.81	$1,876,661.00	$1,876,661.00
5	11/15/2027	$336,957.09	$40,723.54	$296,233.55	$1,580,427.45	$1,580,427.45
6	05/15/2028	$336,957.09	$34,295.27	$302,661.82	$1,277,765.63	$1,277,765.63
7	11/15/2028	$336,957.09	$27,727.51	$309,229.58	$968,536.05	$968,536.05
8	05/15/2029	$336,957.09	$21,017.23	$315,939.86	$652,596.19	$652,596.19
9	11/15/2029	$336,957.09	$14,161.33	$322,795.76	$329,800.43	$329,800.43
10	05/15/2030	$336,957.09	$7,156.66	$329,800.43	$0.00	$0.00
	TOTALS	**$3,369,570.90**	**$369,570.90**	**$3,000,000.00**		

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Payment Schedule
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

VEHICLE SCHEDULE ADDENDUM

Dated As of: **MAY 15, 2025**

Lease Schedule No: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:

   (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

   (b) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

   (c) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

   Lessor's Address:

   JPMORGAN CHASE BANK, N.A.
PO BOX 6026
CHICAGO, IL 60680

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

(The next page is the signature page)

VEHICLE SCHEDULE ADDENDUM
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Schedule Addendum as of the date first referenced above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

SOFTWARE ACQUISITION SCHEDULE ADDENDUM

Lease Schedule No: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHANGE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

1. In order to induce Lessor to enter into the Lease, Lessee represents and warrants to Lessor as follows:

(a) the Equipment includes a substantial amount of software, technology applications, other proprietary information and installation services associated with the acquisition of such property ("Software");

(b) useful economic life of the Software exceeds the Lease Term by at least 12 months;

(c) the term of the agreements (collectively, "License Agreements") pursuant to which Lessee receives the licenses or other rights to use the Software from the Supplier(s) of the Software (hereinafter, each such Supplier referred to as a "Licensor") exceeds the useful economic life of the Software; and

(d) all of the costs of acquiring, licensing and installing the Software which are payable under the License Agreements and which are included in the amount financed under the Lease are properly chargeable to the capital account of Lessee and properly identified as capital expenditures by Lessee.

2. In order to induce Lessor to enter into the Lease, Lessee covenants and agrees as follows:

(a) Upon Lessor's request from time to time, Lessee will provide to Lessor complete and accurate copies of all License Agreements and documentation related thereto with respect to any Software;

(b) All License Agreements shall remain in full force and effect during the Term of the Lease and Lessee shall not suffer or permit the termination or cancellation any License Agreement;

(c) Lessee is solely responsible for the performance of all obligations of Lessee under the License Agreements, including, but not limited to, providing any applicable financing notice to Licensor;

(d) each Licensor remains solely responsible for the performance of all obligations of the Licensor under the applicable License Agreements;

(e) Lessor has no obligations of any kind to Lessee or to any Licensor under any License Agreement or in connection with any Software;

(f) If an Event of Default or a Non-Appropriation Event occurs under the Lease, then in addition to all other rights and remedies available to Lessor under the Master Lease, Lessee shall cease to use or operate any Software and Lessee shall remove all Software from any equipment used or operated by Lessee; and

(g) NO DEFECT IN OR UNFITNESS OF ANY SOFTWARE AND NO FAILURE TO DELIVER OR INSTALL ANY SOFTWARE AND NO FAILURE IN THE PERFORMANCE OF ANY SOFTWARE SHALL RELIEVE LESSEE OF ANY OBLIGATION UNDER THE LEASE OR ANY OBLIGATION TO PAY RENT PAYMENTS WHEN DUE.

3. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

SOFTWARE ACQUISITION SCHEDULE ADDENDUM

Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Schedule first referenced above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:

By: Susan Hutson

7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:

By: Kathryn LoMastro

C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:

By: Bianka Brown

78335B58470A432...

Title: CFO

PREPAYMENT SCHEDULE ADDENDUM
(Lockout Period)

Dated as of: **MAY 15, 2025**

Lease Schedule No.: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

   Lock-Out Period: the first **12 months** of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease **and** so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.

3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.

4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

PREPAYMENT SCHEDULE ADDENDUM
(Lockout Period)
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Prepayment Addendum as of the date first written above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite 1A (OH1-1085)
Columbus, Ohio 43240

Date: **MAY 15, 2025**

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated APRIL 30, 2018 between **ORLEANS PARISH SHERIFF'S OFFICE**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor")

I hereby instruct you and authorize you to disburse **$3,000,000.00** to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	U.S.BANK N.A.
ABA No.:	091-000-022
Account Number:	104793255431
Account Name:	US BANK TFM ESCROW
Amount:	$3,000,000.00
Re:	ESCROW ACCT #: 2025 293003000

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

(The next page is the signature page)

PROCEEDS DISBURSEMENT AUTHORIZATION
Signature page

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:

By: Susan Hutson

7D5D0A88F9CA4C8...

Title: Sheriff

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:

By: Bianka Brown

78335B58470A432...

Title: CFO

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: ORLEANS PARISH SHERIFF'S OFFICE

Principal Amount Expected To Be Financed: $3,000,000.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, JPMorgan Chase Bank, N.A. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the (insert title) **Orleans Parish Sheriff** **OR** the (insert title) **CFO** (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 5. As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 265(b) of the Code will not exceed $10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this May 15, 2025.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

CERTIFICATE OF INCUMBENCY

Dated: 05/15/2025

Lease Schedule No: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
Susan Hutson	Sheriff	DocuSigned by: Susan Hutson 7D5D0A88F9CA4C8...
Bianka Brown	CFO	Signed by: Bianka Brown 78325B58470A432...

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signed by: Tina Estell 5982798C8314E4...

Signature of Secretary/Clerk of Lessee

Print Name: Tina Estell

Official Title: Sheriff Hutson, Executive Assistant

Date: 5/15/2025

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: ______________________ Signature: ______________________

Title: ______________________

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: **MAY 15, 2025**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Lessor: **JPMORGAN CHASE BANK, N.A.**

Re: Lease Schedule No. **1000151444** dated **MAY 15, 2025** together with its Master Lease-Purchase Agreement dated as of **APRIL 30, 2018** by and between the above-named Lessee and the above-named Lessor and the Escrow Agreement dated **MAY 15, 2025** relating to the foregoing.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of **LA** (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

Form **8038-G** (Rev. October 2021) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name: Orleans Parish Sheriff's Office	**2** Issuer's employer identification number (EIN): 72-0950773
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions): Bianka Brown	**3b** Telephone number of other person shown on 3a: 504-884-2119
4 Number and street (or P.O. box if mail is not delivered to street address): 2800 Perdido Street — Room/suite:	**5** Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: New Orleans, La 70119	**7** Date of issue: 05/15/2025
8 Name of issue: Orleans Parish Sheriff's Office	**9** CUSIP number:
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information:	**10b** Telephone number of officer or other employee shown on 10a:

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	2,500,000
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Technology and Rolling Stock	18	500,000
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/15/2030	$ 3,000,000	$	5 years	4.3 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	3,000,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	3,000,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ ______ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ ______ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶ ______

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signed by: Bianka Brown
78695B5847...

Signature of issuer's authorized representative	Date	Type or print name and title
Bianka Brown	5/14/2025	Bianka Brown

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of **MAY 15, 2025** by and among JPMorgan Chase Bank, N.A. (*"Lessor"*), ORLEANS PARISH SHERIFF'S OFFICE (*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Master Lease-Purchase Agreement dated as of **APRIL 30, 2018** (the *"Master Agreement"*) and a Lease Schedule No. **1000151444** thereto dated **MAY 15, 2025** (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*). The Schedule contemplates that certain personal property described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof (the *"Vendor"*). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Escrow Funding Schedule Addendum and Arbitrage Certificate to the Lease (the "Escrow Addendum") further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being **$3,000,000.00**, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Account, as set forth in Exhibit 1. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Lessee and Lessor recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of the Escrow Fund or the purchase or disposition of any investment and Escrow Agent will not have any liability for any loss in an investment made pursuant to the terms of this Escrow Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Escrow Agent may elect, but shall not be obligated, to credit the Escrow Fund with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the account, or to credit to the account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for account transactions. Notwithstanding anything else in this Escrow Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and Escrow Agent shall be authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Escrow Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. Escrow Agent may also set-off against and deduct from the Escrow Fund with respect to checks or other deposits that have been credited to the accounts but are subsequently returned unpaid or reversed, or other overdrafts that may arise from time to time in the account (whether by reason of provisional credit, failed or assumed settlements, claw-backs or other reason).

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's and Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) Business Day of receipt of Requisition Requests received prior to 2:00 p.m. Central Time. The final Requisition Request shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto, upon which Escrow Agent may conclusively rely. For purposes of this Escrow Agreement, "Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent is open to the public for general banking purposes.

Escrow Agent is authorized but shall not be required to seek confirmation of instructions received hereunder by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or a Non-Appropriation Event has occurred under the Agreement, upon which Escrow Agent may conclusively rely, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full (upon which Escrow Agent may conclusively rely) or upon the Escrow Expiration Date set forth below , Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Rental Payment due under the Agreement, second, to reimburse Lessee for the interest portion of the Rental Payments previously made within the past 18 months, and third, to prepayment of the principal component of Lease Payments in inverse order of maturity. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Following disbursement of funds pursuant to this Escrow Agreement, Escrow Agent shall have no responsibility whatsoever to determine whether any funds will be used and applied in the manner contemplated herein. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

Escrow Expiration Date: MAY 15, 2028

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be paid by Lessee upon Escrow Agent's demand. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for

advice in connection with its obligations hereunder and shall have full and complete authorization and protection in acting in accordance with the advice of such counsel, except in the event of Escrow Agent's gross negligence, willful misconduct or bad faith. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee or Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. In no event will Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent. Lessee shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Lessee, Lessor or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Escrow Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence, willful misconduct or bad faith of such Indemnified Party. Lessee further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with action taken to enforce Lessee's obligations to Escrow Agent under this Escrow Agreement. The obligations of Lessee under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor. If Lessor fails to appoint a successor escrow agent within thirty (30) days after notice of resignation or removal is received, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid by Lessee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessee and Lessor shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

11. In the event of (i) any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby or (ii) Escrow Agent is unable, after reasonable due diligence, to determine the proper action with respect to its obligations hereunder, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve any such disagreement hereunder.

12. All notices, approvals, consents, requests and other communications hereunder (each, a "Notice") must be in writing (and any communication sent to Escrow Agent hereunder must be in the form of a document that is signed manually or by way of an Electronic Signature as provided below, including a digital signature provided via DocuSign (or such other digital signature provider as specified in writing to Escrow Agent by either Lessor or Lessee) or an electronic copy thereof), in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission, with confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for Notice via email, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Delivery of an executed counterpart of a signature page of (A) this Agreement and/or (B) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. Each party hereto shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature. Upon the request of Escrow Agent or Lessor, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among any of the parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) each party may, at its option, create one or more copies of this Agreement and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such party's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), and (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement and/or such Ancillary Document, respectively, including with respect to any signature pages thereto. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. Each other party agrees to assume the risks arising out of the use of Electronic Signatures and electronic methods to submit Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of any party under this Escrow Agreement may be assigned without the prior written consent of each other party, such consent not to be unreasonably withheld or delayed.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

16. Reserved.

17. If any portion of the Escrow Fund held hereunder is at any time attached, garnished or levied upon, or otherwise subject to any valid and enforceable writ, order, decree or process of any court, or in case disbursement of such funds is stayed or enjoined by any valid and enforceable court order, Escrow Agent is authorized, in its sole and good faith discretion, to respond as it deems appropriate or to comply with all such valid and enforceable writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such valid and enforceable writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is later reversed, modified, annulled, set aside or vacated.

18. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

19. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

JPMORGAN CHASE BANK, N.A. as Lessor
By: Signed by: Kathryn LoMastro C8B365A00A6045F...
Name: Kathryn LoMastro
Title: Authorized Officer
Address: 1111 Polaris Parkway, Suite 1A OH1-1085 Columbus, OH 43240

ORLEANS PARISH SHERIFF'S OFFICE, as Lessee
By: DocuSigned by: Susan Hutson 7D5D0A88F9CA4C8...
Name: Susan Hutson
Title: Sheriff
Address: 2800 Perdido Street New Orleans, LA 70119

ORLEANS PARISH SHERIFF'S OFFICE, as Lessee
By: Signed by: Bianka Brown 78335B58470A432...
Name: Bianka Brown
Title: CFO
Address: 2800 Perdido Street New Orleans, LA 70119

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By: Griffin Moore
Name: Griffin W. Moore
Title: Vice President
Address: U.S. Bank National Association Global Corporate Trust 10 West Market Street, Suite 830 Indianapolis, IN 46204

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of its customers. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	**Acceptance Fee** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	Waived
CTS04460	**Escrow Agent** One Time fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	**$1500**
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of **MAY 15, 2025** (the *"Escrow Agreement"*) by and among JPMorgan Chase Bank, N.A. (the *"Lessor"*), Orleans Parish Sheriff's Office (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Lease-Purchase Agreement dated as of **APRIL 30, 2018** (the *"Master Agreement"*) and Lease Schedule No. **1000151444** thereto dated **MAY 15, 2025** (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request, and as listed on Schedule A-1 attached hereto.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to [Lessee], as provided below:

Payee: ________________________
Amount:________________________

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: ________________________
Amount:________________________

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: ________________________
Amount:________________________

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

7. Lessee agrees that (a) the Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.

Request Date: __________________

Lessor: JPMORGAN CHASE BANK, N.A.
By:
Name:
Title:

Lessee: ORLEANS PARISH SHERIFF'S OFFICE
By:
Name:
Title:

Lessee: ORLEANS PARISH SHERIFF'S OFFICE
By:
Name:
Title:

SCHEDULE A-1
Equipment Description

(This Schedule A-1 is attached to a Requisition Request relating to the Lease Schedule.)

Lease Schedule No: 1000151444 dated MAY 15, 2025

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: ______________________________

____

Equipment Description: ______________________________

____

Exhibit 4

Final Acceptance Certificate

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1A
OH1-1085
Columbus, OH 43240

Re: Lease Schedule No.**1000151444** to Master Lease-Purchase Agreement between JPMorgan and Orleans Parish Sheriff's Office

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, JPMorgan ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: ________________________________

Lessee: ORLEANS PARISH SHERIFF'S OFFICE
By:
Name:
Title:

Lessee: ORLEANS PARISH SHERIFF'S OFFICE
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

Name	Specimen signature	Telephone No
Susan Hutson	DocuSigned by: Susan Hutson 7D5D0A88E9CA4C8...	(504) 881-7918
Bianka Brown	Signed by: Bianka Brown 78335B58470A432...	(504) 884-2119

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

Name	Telephone Number
Susan Hutson	(504) 881-7918
Bianka Brown	(504) 884-2119

Each of the following person(s) is a **Lessor Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessor's behalf (only one signature required):

Name	Specimen signature	Telephone No
Meron Gola	Standing Signature on File	614-217-4670
Kris Hewitt	Standing Signature on File	614-213-8581
Karen L. Williams	Standing Signature on File	312-385-7005
Lourdes Roman	Standing Signature on File	312-732-6444
Edgar Lopez	Standing Signature on File	312-954-0046
Kerry A. Stygler	Standing Signature on File	614-213-4400

ESCROW FUNDING SCHEDULE ADDENDUM AND ARBITRAGE CERTIFICATE

Dated as of: **MAY 15, 2025**

Lease Schedule No.: **1000151444**

Lessee: **ORLEANS PARISH SHERIFF'S OFFICE**

Escrow Agent: **U.S. BANK NATIONAL ASSOCIATION**

Escrow Agreement dated as of: **MAY 15, 2025**

Amount To Be Deposited Into Escrow: **$3,000,000.00 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE**. The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to ***one*** of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

___x___ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 18 months of the date of the Escrow Agreement.

____________ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

____________ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed $5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

ESCROW FUNDING SCHEDULE ADDENDUM
AND ARBITRAGE CERTIFICATE
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

DocuSigned by:
By: Susan Hutson
7D5D0A88F9CA4C8...

Title: Sheriff

JPMORGAN CHASE BANK, N.A.
(Lessor)

Signed by:
By: Kathryn LoMastro
C8B365A00A6045F...

Title: Authorized Officer

ORLEANS PARISH SHERIFF'S OFFICE
(Lessee)

Signed by:
By: Bianka Brown
78335B58470A432...

Title: CFO

Requesting Escrow Disbursement

To request an escrow disbursement, the following documents should be emailed to: cefi.escrow.disbursement.request@jpmchase.com

Excel Spreadsheet (required when more than 5 invoices are submitted for payment)

- **Include Excel spreadsheet listing the following information**

Vendor Name	Invoice #	Equip. Desc.	VIN/Serial #	Invoice Amount

Invoice(s)

✓ Should have a clear description of the equipment including Serial Numbers
✓ Should reflect the total amount of the equipment, along with any progress payment due
✓ The Purchaser shown on the invoice
✓ ***Wire Transfer instructions of the vendor***

W-9 from the vendor is required for all vendor payments

Vehicle Attachment(s)
If the payment is for an Attachment to a Vehicle, the Invoice clearly reflects the VIN # of the vehicle for the attachment.

If **reimbursement** for previously paid invoices is being requested, also provide Proof of Payment:
✓ Copy of the Wire Confirmation
✓ Copy of cancelled check front and back
✓ Bank Wiring instructions for the account where the funds are to be deposited

If the escrow disbursement is ***for titled vehicles***:
✓ Copy of the Title/MSO front and back or Copy of the Title Application showing:
  - Purchaser = Legal Entity name of client as shown on the Lease Financing Documents
  - Lienholder = JPMorgan Chase Bank, N.A., P>O> Box 6026, Chicago, IL 60680 (LA does not require JPMorgan Chase Bank, N.A. to be listed as lien holder on title applications.)

Completing the Information on the Authorization Form
✓ The payee name should reflect who we are disbursing funds to
✓ Multiple invoices can be grouped together for a unique vendor (please include a spreadsheet of each of the invoices to be paid and note "see attached" on the invoice detail line).
✓ Disbursement requests **must be signed by an authorized signer as shown on the Certificate of Incumbency, Resolution or Exhibit 5 of the escrow agreement.**
✓ Certain Wire transfers will require a callback performed on a recorded line to verify wiring instructions to us on the payment request form. In order to expedite this process, please make sure the designated person (s) named as authorized to perform the call-back (as noted in the persons authorized for call-back confirmations section of Exhibit 5 of the escrow agreement) are available to complete the call-back.
✓ If submitting a Final Request, please provide a completed Exhibit 4 (Final Acceptance Certificate)

Insurance certificate is required for all delivered equipment which certificate includes and is not limited to:

1. PHYSICAL DAMAGE
a. Replacement cost coverage for the equipment (physical damage coverage for vehicles) identified on the attached Schedule A-1 and the equipment cost referenced on same.
b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Lender's Loss Payee.
2. LIABILITY
a. General liability and Auto liability coverage as required must be provided in the amount of **$5,000,000.00**, or in the State of Texas in the amount of $300,000.00.
b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.
3. Please reference the Insurance Request Letter for further details.

MAY 15, 2025

Re: Electronic Signatures

Ladies and Gentlemen:

Reference is made to that certain Master Lease dated as of APRIL 30, 2018 (as amended, restated, or otherwise modified from time to time, the “Lease Agreement”) by and between JPMORGAN CHASE BANK, N.A. (as successor in interest to Chase Equipment Finance, Inc. (the “Bank ”) and ORLEANS PARISH SHERIFF’S OFFICE (“Lessee”), together with all documents and lease schedules executed in connection with the Lease Agreement, as each of such documents have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, are referred to herein as the “Transaction Documents”.

Capitalized terms used but not defined in this letter agreement shall have the meaning given to those terms in the Transaction Documents. Lessee and Bank are collectively referred to in this letter agreement as the “Parties”.

The Parties hereby agree that, beginning on the date of full execution of this letter and until such date as the Bank may determine in its sole discretion, the following provisions shall supersede and control over the terms and conditions of the Transaction Documents:,

Use of Electronic Records and Signatures; Electronic Delivery of Communications.

(a) Notwithstanding any other provision of the Transaction Documents, in such format and delivered in such manner as Bank may specify, this letter agreement, the Lease Agreement, any Transaction Documents, and any notice, consent, amendment, communication, or other document or information provided for herein or related to the Lease Agreement or the Transaction Documents (collectively, “Documents”), including without limitation any Document required to be written or in writing, may be in the form of an electronic record (“Electronic Record”). Electronic Records and “Electronic Signatures” (as that term is defined under the New York Electronic Signatures and Records Act, N.Y. Laws STT - State Technology Article 3, and, to the extent applicable, the federal ESIGN Act, 15 U.S.C. § 7001 et seq.) may be used in place of written documents and handwritten signatures. Any Document may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are Electronic Records and executed using Electronic Signatures. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same Document.

(b) Notwithstanding any other provision of the Lease Agreement or any other Transaction Document, Electronic Records may be sent electronically by Bank to Lessee (1) by sending the Electronic Record to Lessee’s Authorized Email Address as an attachment to an email, or (2) by posting the Electronic Record on a website and sending a notice to an Authorized Email Address, and such notice shall inform Lessee that the Electronic Record has been posted, its location, and instructing Lessee on how to view it. In the absence of actual notice of non-delivery received by the sender, and except as otherwise expressly required by applicable law, an Electronic Record sent electronically pursuant to the Lease Agreement or any Transaction Document shall be deemed given when the Electronic Record, or notice of posting, is sent and shall constitute notice of the Electronic Record. As used in this subparagraph, “Authorized Email Address” means any email address Lessee provides to Bank as Lessee’ email address or the email address of Lessee’s authorized representative, including as provided in any authorization or certification provided by Lessee to Bank.

(c) Bank will accept Electronic Signatures generated only through the electronic signature platform of DocuSign, Inc. (“DocuSign”). Any Document consisting of an Electronic Record bearing Electronic Signatures executed through DocuSign (an “Electronically Signed Document”) must, when viewed in a PDF viewer, produce a signature panel evidencing the document has not been modified since the signature was applied (“Signature Panel”) and must include a certificate of completion providing details about each signer on the document, which may include the signer’s IP address, email address, signature image and timestamp (“Certificate of Completion”). In choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features of DocuSign, Lessee accepts the risks associated with not using such security measures. Lessee shall be liable for any loss or costs suffered by Bank as a result of not using such security measures. Any Electronically Signed Document that (i) contains the Certificate of Completion and (ii) shows that the email address of the signer contained in the Certificate of Completion is an Authorized Email Address previously provided to Bank by Lessee (or Bank has otherwise received a verification email from such Authorized Email Address) for an Authorized Signer (defined below), is prima-facie evidence of it having been executed by the person whose electronic signature appears thereon, regardless of the appearance or form of such electronic signature. Lessee agrees that an Electronically Signed Document shall be deemed to have the same effect as an original Document manually signed by an Authorized Signer. Bank agrees that any Electronically Signed Document executed by an authorized officer of Bank shall be deemed to have the same legal effect as an original Document manually signed by that officer.

(d) Bank will accept delivery from Lessee of Electronically Signed Documents comprising the Lease Agreement and any Transaction Documents (i) which conform to the parties’ negotiated and agreed terms and the requirements of this letter agreement, and (ii) which were created and sent by Lessee acting on Bank’s behalf as its designated custodian solely for purposes of Section 9-105 of the Uniform Commercial Code (“Designated Custodian”) until receipt of delivery by Bank of the Lease Agreement or such Transaction Document, as applicable. Bank and Lessee agree that the copy of an Electronically Signed Document received by Bank from Lessee is the authoritative electronic copy of such Electronic Record (each an “Authoritative Copy”). Notwithstanding anything to the contrary herein, Bank shall have the right to reject for any reason any Electronically Signed Document received from Lessee, including by way of example and not limitation, any failure of such Document to conform to this letter agreement, and may require Lessee to execute and deliver such Document on paper. Upon receipt and acceptance of the executed Authoritative Copy by Bank, Lessee shall decommission, permanently mark as a copy that is not the Authoritative Copy, or otherwise render inactive or inaccessible all copies of the Lease Agreement or such Transaction Documents, as applicable, held by Lessee as Designated Custodian and certify the same as part of the transmittal to Bank.

(e) At the Bank's option, an Authoritative Copy of the Lease Agreement or any Transaction Document may be converted to paper and marked as the original by the Lessor (each a "Paper Original"). In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that:

a. the electronic signing of the Lease Agreement and any Transaction Document also constitutes issuance and delivery of the Paper Original,
b. the Electronic Signature(s) associated with the Lease Agreement or any Transaction Document, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and
c. the Lessee's obligations will be evidenced by the Paper Original after such conversion.

(f) Lessee will separately provide Bank with documentation (i) showing or certifying the authority of its authorized signers ("Authorized Signers") to sign documents on behalf of Lessee and (ii) containing the correct name, Authorized Email Address, and telephone numbers for each Authorized Signer ("Authority Documents"). Lessee represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Lessee will promptly notify Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. The Bank has no obligation to verify whether the Electronic Signature for any Authorized Signer in an Electronically Signed Document matches the specimen signature held by the Bank, the name, or other information or characteristic of the Authorized Signer, or otherwise verify in any way that the Electronically Signed Document was actually executed by that Authorized Signer.

(g) Lessee represents and warrants on a continuous basis that (i) Electronically Signed Documents shall be deemed to have the same effect as an original document manually signed by an Authorized Signer; and (ii) each Electronically Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law and, to the extent relevant, the Lessee's organizational documents; (iii) each Electronically Signed Document constitutes a valid, legal, enforceable and binding obligation of the Lessee; and (iv) each Electronically Signed Document consisting the Lease Agreement or any other Transaction Document was created and delivered by Lessee to Bank in Lessee's capacity as Designated Custodian. The Lessee acknowledges that the Bank has relied on the foregoing representations and warranties when accepting Electronically Signed Documents. The Lessee confirms that each Electronically Signed Document constitutes an Electronic Record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form. The Lessee represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

(h) Bank assumes no responsibility or liability arising from the transmission, treatment or storage of any data by any e-signature platform, including, without limitation, any personal data. In consideration of the Bank accepting Electronically Signed Documents, the Lessee indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Bank's reliance on this Agreement or on an Electronically Signed Document executed on behalf of the Lessee.

(i) Without prejudice to any other provision in the Transaction Documents relating to governing law, this Agreement and any obligations arising out of or in relation to its terms shall be governed by and construed in accordance with the laws of New York.

Notwithstanding any termination or expiration of this letter agreement, Bank shall be entitled to rely upon all representations and warranties of Lessee made herein for so long as Bank maintains any of the Electronically Signed Documents or the Paper Originals. Additionally, the following sections of this letter agreement shall survive any termination or expiration of this letter agreement: sections (e) (conversion to Paper Originals), and (h) (indemnity).

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

ELECTRONIC SIGNATURE
Signature page

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this letter agreement by signing the space indicated below.

Sincerely,

JPMORGAN CHASE BANK, N.A.

By: Signed by: Kathryn LoMastro C8B365A00A6045F...

Name: Kathryn LoMastro

Title: Authorized Officer

ACCEPTED AND AGREED TO:

ORLEANS PARISH SHERIFF'S OFFICE

By: DocuSigned by: Susan Hutson 7D5D0A88F9CA4C8...

Name: Susan Hutson

Title: Sheriff

ORLEANS PARISH SHERIFF'S OFFICE

By: Signed by: Bianka Brown 78335B58470A432...

Name: Bianka Brown

Title: CFO

SIGN UP . . . . FOR AUTOMATED BILL PAYMENT

Please complete ALL Sections and return this form:

I authorize **JPMORGAN CHASE BANK, N.A.** to make withdrawals from the account listed below. I understand that I control my withdrawals for payments on leases and loans. If at any time I decide to discontinue this payment service, I will notify the biller**. I also understand that any future leases and loans will automatically be set up with auto debit withdrawals unless JPMorgan Chase Bank, N.A. elects to the contrary**. **All assessments and other fees payable under the leases and loans will be withdrawn with rental/installment payments unless otherwise instructed.**
(PLEASE PRINT)

Customer Information: **Financial Institution**:

Customer Information			Financial Institution		
Name:	**ORLEANS PARISH SHERIFF'S OFFICE**		Name:		
Address:	**2800 PERDIDO STREET**		Address:		
City:	**NEW ORLEANS**		City:		
State:	**LA**	Zip: **70119**	State:		Zip:

Account Type (check one) ☐ Checking ☐ Savings

Routing /ABA Number ____________________ Account Number ____________________

(Please enclose a voided check)

Biller Information:

Your JPMorgan Chase Bank, N.A. Account Number(s) as Shown on Agreement or Invoice.
(A sign up form is required for each unique financial institution account and routing/ABA number.)

1000151444 __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __

Notice to Customer - This agreement authorizes the periodic transfer of funds from your account at the financial institution listed on this sign up form by electronic means. Your rights and liabilities under this agreement are governed in part by federal laws and regulations dealing with electronic fund transfers. You should consult your agreement with the financial institution, which holds your account for a more complete disclosure of your legal rights. Withdrawal amount may change to reflect the payment schedule defined in the agreement. This authorization and change of payment method will not modify or amend the agreement, including any rights or remedies of JPMorgan Chase Bank, N.A. The biller reserves the right to discontinue this payment service at biller's discretion and upon notice to the customer.

Signed by:
Bianka Brown
79335E56470A432

Authorized Signature	Date	Telephone No.
Bianka Brown	05/14/2025	504-884-2119

Do Not Enclose Payment!

Mail to: **JPMorgan Chase Bank, N.A.**
1111 Polaris Parkway, Suite 1A (OH1-1085)
Columbus, Ohio 43240
Phone: 1-800-678-2601 Option #2
Or
Email: **JPMEF.Portfolio.Service@JPMORGAN.com**

THINGS YOU NEED TO KNOW ABOUT AUTOMATED BILL PAYMENT

Q. How do I sign up?
A. Complete all sections of this form, sign, enclose a voided check and mail or email to **JPMEF.Portfolio.Service@JPMORGAN.com**.

Q. Once I have enrolled in the automated bill payment will JPMorgan Chase Bank, N.A. give me notice of when my automated bill payment will begin?
A. Yes. You will be notified by mail in advance of your actual start date. Typically, it will take 4 to 6 weeks before you will begin. Please continue to pay until notification is received.

Q. When will the payment amounts be taken out of my checking or savings account?
A. The periodic payment will be deducted from your checking or savings account automatically by JPMorgan Chase Bank, N.A. on the payment due date. If the payment due date falls on a weekend or holiday the payment will be deducted on the next business day.

Q. What if I have a question about my bill payment or want to stop the automated payment plan?
A. Simply call us at **1-800-678-2601 Option #2**.

Q. How can I be sure my bill has been paid?
A. Your payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?
A. No. You are a valued customer and we offer this service free of charge.

Q. If I've already signed up, must I complete the form again?
A. Only if you are adding or changing the financial institution account and/or routing/ABA numbers.

Q. How will I be billed for assessments?
A. Assessments such as personal property tax and fees will be deducted with your rental payment unless otherwise instructed by you in writing.

docusign

Certificate Of Completion

Envelope Id: A65B1BED-7B4D-403D-84A5-A14B55821EC2		Status: Completed
Subject: PLEASE SIGN THIS DOCUMENT		
Source Envelope:		
Document Pages: 55	Signatures: 39	Envelope Originator:
Certificate Pages: 5	Initials: 0	CBDC Shared Services
AutoNav: Enabled		1301 2nd Ave
EnvelopeId Stamping: Enabled		Seattle, WA 98101
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		cbdcsharedservices.prod@jpmorgan.com
		IP Address: 100.75.253.20

Record Tracking

Status: Original 5/14/2025 10:04:52 AM	Holder: CBDC Shared Services cbdcsharedservices.prod@jpmorgan.com	Location: DocuSign

Signer Events	Signature	Timestamp
Rebecca Lowe rebecca.a.lowe@jpmorgan.com Security Level: Email, Account Authentication (None), Login with SSO	**Completed** Using IP Address: 146.143.132.12	Sent: 5/14/2025 10:31:14 AM Viewed: 5/14/2025 10:34:22 AM Signed: 5/14/2025 10:35:35 AM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2025 10:34:22 AM
ID: 0c3a53e4-88ea-48f4-bf5d-c5d42ce4c3df

Bianka Brown brownbi@opso.us Security Level: Email, Account Authentication (None)	Signed by: Bianka Brown 78335B58470A432... Signature Adoption: Pre-selected Style Using IP Address: 68.208.67.98	Sent: 5/14/2025 10:35:37 AM Viewed: 5/14/2025 12:44:06 PM Signed: 5/14/2025 1:08:40 PM

Authentication Details
Identity Verification Details:
Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae
Workflow Name: Phone Authentication
Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call
Transaction Unique ID: 8f2a12c6-6b4a-5fd0-9e9a-4404e4230cc2
Result: Phone Verification Passed
Selected Method: SMS
Phone Number: +1 504-884-2119
Performed: 5/14/2025 12:43:57 PM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2025 12:44:06 PM
ID: 00a91a48-14b4-4f99-a4c0-c554c4ca2747

Susan Hutson hutsons@opso.us Orleans Parish Sheriff Security Level: Email, Account Authentication (None)	DocuSigned by: Susan Hutson 7D5D0A88F9CA4C8... Signature Adoption: Pre-selected Style Using IP Address: 68.208.67.98	Sent: 5/14/2025 10:35:38 AM Resent: 5/14/2025 2:55:52 PM Resent: 5/15/2025 6:28:32 AM Resent: 5/15/2025 6:40:39 AM Resent: 5/15/2025 7:23:19 AM Resent: 5/15/2025 8:25:54 AM Resent: 5/15/2025 9:06:36 AM Viewed: 5/15/2025 9:16:50 AM Signed: 5/15/2025 9:18:21 AM

Authentication Details

Signer Events	Signature	Timestamp

Identity Verification Details:
Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae
Workflow Name: Phone Authentication
Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call
Transaction Unique ID: fa1df488-8e33-568a-b422-a61c4fa331e1
Result: Phone Verification Passed
Selected Method: SMS
Phone Number: +1 504-881-7918
Performed: 5/15/2025 9:16:41 AM

Identity Verification Details:
Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae
Workflow Name: Phone Authentication
Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call
Transaction Unique ID: cf10ae34-e7dc-5971-806a-136bf2189abf
Result: Phone Verification Passed
Selected Method: SMS
Phone Number: +1 504-881-7918
Performed: 5/15/2025 10:07:41 AM

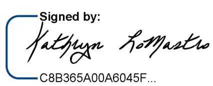
Electronic Record and Signature Disclosure:
Accepted: 5/15/2025 9:16:50 AM
ID: 604bd0d3-0072-4da6-b877-63719e3efbf0

Tina Estell estellt@opso.us Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 68.208.67.98	Sent: 5/14/2025 10:35:38 AM Resent: 5/14/2025 2:55:53 PM Resent: 5/15/2025 6:28:33 AM Resent: 5/15/2025 6:40:40 AM Resent: 5/15/2025 7:23:20 AM Viewed: 5/15/2025 8:22:28 AM Signed: 5/15/2025 8:24:20 AM

Authentication Details
ID Check:
Transaction: 31037291564895
Result: passed
Vendor ID: LexisNexis
Type: iAuth
Recipient Name Provided by: Recipient
Information Provided for ID Check: Address, SSN9, SSN4, DOB
Performed: 5/15/2025 8:22:18 AM

Question Details:
failed vehicle.historical.color.real
passed property.purchasedwhen.fake
passed person.age.real
passed corporate.association.real
passed property.association.single.real
passed vehicle.historical.association.real

Electronic Record and Signature Disclosure:
Accepted: 5/15/2025 8:22:28 AM
ID: 3607a12b-3d96-47a1-843b-37cc3baf2a52

Kathryn LoMastro kathryn.lomastro@jpmorgan.com Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 146.143.68.8	Sent: 5/15/2025 9:18:24 AM Viewed: 5/15/2025 9:22:28 AM Signed: 5/15/2025 9:29:56 AM

Electronic Record and Signature Disclosure:
Accepted: 5/15/2025 9:22:28 AM
ID: 918833ad-b43e-4665-95d3-c64d7a48f8da

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Adrian Mehic adrian.mehic@jpmorgan.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/15/2025 9:29:59 AM
Jay M. McCoy jay.m.mccoy@jpmorgan.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/15/2025 9:29:59 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2025 10:31:14 AM
Certified Delivered	Security Checked	5/15/2025 9:22:28 AM
Signing Complete	Security Checked	5/15/2025 9:29:56 AM
Completed	Security Checked	5/15/2025 9:29:59 AM

Payment Events	Status	Timestamps

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