

**EXHIBIT A**

**COMMITMENT LETTER**

## FORM OF NOTE

NO. AR-1

PRINCIPAL AMOUNT: \$20,000,000

## UNITED STATES OF AMERICA

STATE OF LOUISIANA  
PARISH OF ST. CHARLESHURRICANE RECOVERY REVENUE NOTE, SERIES 2022A  
OF THE  
PARISH OF ST. CHARLES, STATE OF LOUISIANA

<u>DELIVERY DATE</u>	<u>FINAL MATURITY DATE</u>	<u>INTEREST RATE</u>
_____, 2022	January 1, 20[32]	[NOT TO EXCEED 5%]

The **PARISH OF ST. CHARLES, STATE OF LOUISIANA** (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

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or its successors or registered assigns, the Principal Amount set forth above, to the extent not already paid, together with interest thereon from the Delivery Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum set forth above on a 30/360 basis, payable semiannually on January 1 and July 1 of each year, commencing [July 1, 2022] (each an "Interest Payment Date"). The principal of this Note, on the Final Maturity Date set forth above or upon earlier prepayment in whole but not in part, is payable in lawful money of the United States of America at the designated office of \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Prior to the final payment on the Maturity Date, payments of principal and interest on this Bond are payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register. Notwithstanding anything in this Bond or the Ordinance (as hereafter defined) to the contrary, prior to the Maturity Date or the earlier payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

This Note represents the entire authorized issue of Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes, Series 2022A, of the Issuer, said Note having been issued by the Issuer pursuant to an Ordinance adopted by its governing authority on January [10], 2022 (the "Ordinance"), for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the costs of issuance, pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority. Capitalized terms used but not defined herein shall have the meanings given such terms in the Ordinance.

The unpaid principal of this Note may be prepaid by the Issuer, in whole or in part, at any time on or after January 1, 20\_\_, at the principal amount then Outstanding plus accrued interest to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments, unless otherwise consented to by the Owner.

Official notice of such call of this Note for prepayment shall be given by the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than fifteen (15) days prior to the prepayment date or (ii) electronic transmission not later than fifteen (15) days prior to the prepayment date.

The principal of the Notes shall mature in installments on January 1 of each year, commencing January 1, 20[28], without necessity of notice in the years and in the principal amounts set forth below:

<u>Year</u> <u>(Jan. 1)</u>	<u>Principal</u> <u>Amount</u>
2028	
2029	
2030	
2031	
2032*	

\* *Final Maturity Date.*

To the extent not previously paid, all principal of and interest on this Note shall become immediately due and payable by the Issuer to the Owner on the Final Maturity Date.

This Note is secured by and payable from a pledge of all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on the Notes, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law. The Issuer, in and by the Ordinance, has also entered into certain other covenants and agreements with the registered owner of this Note, including provisions for the issuance *pari passu* obligations on a parity with this Note, for the terms of which reference is made to the Ordinance.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

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

IN WITNESS WHEREOF, the Parish of St. Charles, State of Louisiana, has caused this Note to be signed by the facsimile signatures of its Parish President and Clerk of Council, and the corporate seal of the Issuer to be hereon impressed, and this Note to be dated the Note Date set forth above.

**PARISH OF ST. CHARLES, STATE OF LOUISIANA**

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Parish President

(SEAL)

\* \* \* \* \*

**(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)**

This Note is the Note referred to in the within-mentioned Ordinance.

\_\_\_\_\_,  
as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

Date of Registration: \_\_\_\_\_, 2022

\* \* \* \* \*

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within note and all rights thereunder unto the following Assignee:

Name:

Address:

\_\_\_\_\_,  
who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Note, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Note as referenced in the Resolution.

\_\_\_\_\_, Assignee                      \_\_\_\_\_, Assignor

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the St. Charles Parish Council on January [10], 2022, authorizing the issuance and sale of Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this the [10<sup>th</sup>] day of January, 2022.

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Council Secretary