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April 7, 2025

Hon. Matthew Jewell, Parish President
Parish of St. Charles
Hahnville, Louisiana

Re: Taxable Limited Tax Bonds (DEQ) of the Parish
of St. Charles, State of Louisiana

Dear President Jewell:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to the Parish of St. Charles, State of Louisiana (the "**Parish**") in connection with the issuance of the captioned bonds (the "**Bonds**"). We understand that the Bonds will be issued for the purposes (the "**Project**") described in the resolution adopted by the St. Charles Parish Council (the "**Governing Authority**"), acting as the governing authority of the Parish, on April 7, 2025.

As bond counsel, we will prepare and submit to the Governing Authority for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Bonds and provide advice of a traditional legal nature as to the issuance and sale of the Bonds. Our job is principally to render certain opinions to the Parish regarding (i) the validity of the Bonds under applicable Louisiana law, and (ii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Parish with applicable laws and other resolutions relating to the Bonds. During the course of this engagement, we will rely upon the staff of the Parish and the members of the Governing Authority to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Parish, relating to the Project and review legal issues relating to the structure of the Bond issue;

- Prepare the Bond Ordinance and all related financing documents (collectively, the "**Bond Documents**");
- Attend meetings of the Governing Authority at which the Bond Documents are adopted;
- Prepare the application for approval of the issuance of the Bonds by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;
- Prepare the closing index and various closing certificates, and supervise the execution of certain closing documents by the various parties thereto;
- Prepare the Bonds and supervise their execution and authentication;
- Prepare complete transcripts of record covering the issuance of the Bonds and furnishing the transcripts to various parties in connection therewith; and
- Submit applicable post-closing reports to the State Bond Commission.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to approval of the Attorney General. Our fee as bond counsel is a "*contingent fee*," meaning you are required to pay for our legal services only in the event the Bonds are actually sold and delivered. Other vendors or members of the working group may charge additional fees or costs for their services, which may not be contingent upon a successful delivery.

We will continue to serve as bond counsel until the delivery of the Bonds; however, the Parish and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Parish, papers and property furnished by the Parish will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Parish; however, in the course of providing traditional legal services, we may provide factual information to the Parish that is not specifically tailored to the Bonds or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the Parish regarding the legal ramifications of the structure, timing, terms and other provisions of the Bonds, as these functions are essential to developing a plan of finance.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Parish or if there is a significant risk that other considerations will materially limit our representation of the Parish. We understand that the Bonds are to be sold to the Revolving Loan Fund (the "**Fund**") operated by the Louisiana Department of Environmental Quality (the "**Department**"). Our firm is currently engaged by the

Department as its counsel in connection with loans made by the Fund; therefore, we are obligated by Louisiana Rules of Professional Conduct to consult with you and obtain your written consent and waiver of any conflict of interest to provide the requested services as bond counsel to the Parish.

The nature of our assignments is such that we do not believe our engagement will adversely impact any existing professional relationship with the Parish or the Department. Loans made by the Fund have defined terms and conditions that are either set by the Department or required by applicable federal or state law, rule or regulation. Our role as Department counsel will be limited to ensuring compliance with the Fund's programmatic requirements, and our role as bond counsel to the Parish, as set forth above, will be limited to ensuring the Bonds are valid and binding obligations, issued in accordance with those federal, state, and local laws, rules, and regulations applicable to the Parish. We believe the interests of the Department and the Parish are currently aligned, which minimizes the risk we will be asked to favor either party; nonetheless, to ensure we do not violate our ethical obligations, we affirm that we will not advocate on behalf of either party. Be advised that if a legal dispute arises between the Parish and the Department, our firm cannot and will not represent either party in any litigation. We understand you will be represented by your general counsel during this process as well.

As you are further aware, our firm represents the State of Louisiana and many other political subdivisions, including others in St. Charles Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Parish as provided in this letter; however, we invite you to discuss any concerns you have with us.

If this letter is acceptable to the Parish, please so indicate by executing below and returning a copy to us, retaining an original for your files. By signing this letter, you acknowledge that you have read and understand the foregoing, and on behalf of the Parish, expressly waive any conflict of interest that may exist and consent to Foley & Judell, L.L.P.'s provision of the services described herein. Your execution of this letter is a representation that such execution has been duly authorized and that this waiver is knowingly made, valid and enforceable.

We appreciate the opportunity to serve the Parish and look forward to working with you.

FOLEY & JUDELL, LLP

BY: 

M. JASON AKERS, PARTNER

**ACCEPTED AND APPROVED:
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

BY: 

NAME: MATTHEW JEWELL

TITLE: PARISH PRESIDENT

DATED: APRIL 7, 2025