

February 18, 2004

River Region Caucus
C/o Barbara Jacob, Council Secretary
P. O. Box 302
Hahnville, Louisiana 70057

Re: Engagement of Adams and Reese, LLP
By
River Region Caucus – St. Charles Parish Government, St. John the Baptist Parish Government, St. James Parish Government, and Ascension Parish Government

Dear Sirs/Madam:

We wish to set forth the agreement of understanding between ADAMS AND REESE L.L.P. (“Attorney”) and River Region Caucus (“Client”) regarding the rendering by ADAMS AND REESE L.L.P. of lobbying, legislative, and other governmental relations services within the State of Louisiana and more particularly the parishes St. Charles, St. John the Baptist, St. James, and Ascension.

1. *Basic Terms.*

Attorney and the Governmental Relations Representative will assist Client before the Louisiana State Legislature and all Louisiana State agencies, and regulatory Boards and Commissions.

2. *Staff.*

B. Jeffery Brooks will be the client’s primary Firm contact. Chris P. Coulon will work with the client as the Governmental Relations Representative.

3. *Fees and Costs.*

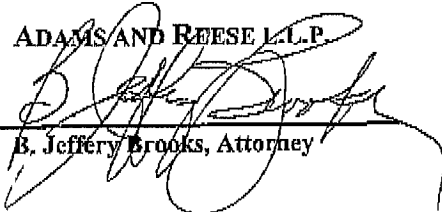
Attorney’s fee for this scope of representation is \$24,000.00 plus expenses and reimbursement of approved costs, not to exceed \$1,500.00 for the year, advanced by the Attorney and/or Governmental Relations Representative on behalf of Client, with the professional services retainer being a twelve-month contract. *A monthly invoice to the Client will be rendered for the professional services fee of \$2,000.00 per month.*

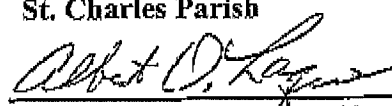
4. *Cancellation*


This agreement may be terminated by either party by giving the other party 30-day written notice of termination, which may be for any cause deemed in the best interest of the Firm or the clients. If this agreement is terminated, invoices for services rendered up to date of termination will be paid. Further invoices will not be submitted or paid, even if the \$24,000.00 retainer amount has not yet been reached.

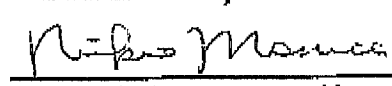
5. *Term of Agreement.*

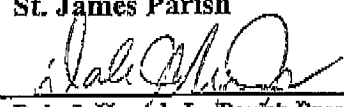
This Agreement is effective April 1, 2004 through March 31, 2005.

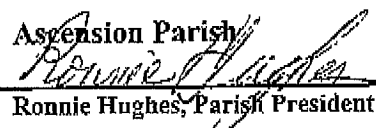
By: ADAMS AND REESE L.L.P.

B. Jeffery Brooks, Attorney

By: St. Charles Parish

Albert D. Laque, Parish President

By: ADAMS AND REESE L.L.P.

Chris P. Coulon, G.R.Rep.

By: St. John the Baptist Parish

Nickie Monica, Parish President

By: St. James Parish

Dale J. Hyncl, Jr., Parish President

By: Ascension Parish

Ronnie Hughes, Parish President

ADAMS AND REESE LLP



BILLING AND FEE ARRANGEMENTS

Understanding. We are pleased to have the opportunity to serve you. Our objective is to provide the highest quality and most efficient legal services possible. Experience shows that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

Fees. Our fees will be based primarily on the amount of time lawyers and legal assistants expend, and in some instances by law and document clerks, subject to certain adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. We may adjust the charge downward or upward, however, based on factors such as the novelty or complexity of the issues and problems encountered; the extent of the responsibility involved; the results achieved; the efficiency of our work; the customary fees for similar legal services; and other factors which will enable us to determine an appropriate fee. Our current normal hourly rates for legal services depend primarily on the particular lawyer's experience and expertise. Our current hourly fees are adjusted annually at the beginning of the calendar year, and you have agreed that our hourly fee may reflect such annual adjustment.

Work Assignments. The lawyer you deal with primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. We usually assign tasks among lawyers, paralegals, law clerks and document clerks in such a way as to produce the highest quality of work at reasonable expense to you.

Disbursements On Your Account. Statements will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid for by us on your behalf such as long distance telephone charges, special postage, delivery charges, telex or facsimile charges, travel, photocopying, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees and so on. We also make separate charges for the use of our computerized legal research systems that our experience indicates may significantly reduce lawyer research time. Except for specialized word processing services, we normally do not make a separate charge for stenographic or word processing work unless there is an unusual situation arising out of your needs that requires overtime staff work.

Payment. Payment will be due 30 days after the date of our statement. If we do not receive comment about the statement within 30 days of the statement date, we will assume you have seen the bill and find it acceptable. Payment should be made in U.S. dollars, in checks or drafts payable to "ADAMS AND REESE LLP". If any of our statements remain unpaid for more than 90 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees consistent with our ethical obligations and judicial requirements.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, please give us an opportunity to address them. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and encourage you to be frank about them.

(Rev. 2001.Quij)