

Reso.

2007-0112

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(BOND COUNSEL/DEPARTMENT OF ECONOMIC
DEVELOPMENT & TOURISM)**

RESOLUTION NO. 5423

A resolution of the St. Charles Parish Council
amending a resolution ("Resolution No. 5399")
adopted on January 8, 2007, for the purpose of
redesignating the bond counsel firm named
therein and providing for grammatical changes.

WHEREAS, the Parish Council of the Parish of St. Charles, Louisiana,
acting as the governing authority of the Parish of St. Charles, Louisiana (the
"Issuer") adopted Resolution No. 5399 on January 8, 2007, authorizing the Parish
President to execute a preliminary agreement between the Parish of St. Charles,
Louisiana and Renewable Energy Group, Inc. authorizing the issuance of revenue
bonds in one or more series to finance certain facilities and providing for other
matters in connection with the foregoing; and

WHEREAS, the Governing Authority now wishes to amend Resolution
No. 5399 in order to redesignate the bond counsel firm named therein;

NOW, THEREFORE, BE IT RESOLVED by the St. Charles Parish
Council, acting as the governing authority of the Issuer:

SECTION 1. Section 6 of Resolution No. 5399 is hereby amended to
read as follows:

It is recognized, found and determined that a real necessity exists for
the employment of Bond Counsel in connection with the issuance of
the Bonds and, accordingly, Foley & Judell, L. L. P., of New Orleans,
Louisiana, are hereby employed as Bond Counsel to the Issuer to do
and to perform comprehensive, legal and coordinate professional work
with respect to the issuance and sale of the Bonds. Bond Counsel
shall (i) prepare and submit to the Issuer for adoption all of the
proceedings incidental to the authorization, issuance, sale and delivery
of the Bonds, (ii) counsel and advise the Issuer with respect to the
issuance and sale of the Bonds and (iii) furnish their opinion covering
the legality of the issuance thereof. The fee to be paid Bond Counsel
shall be an amount based on the Attorney General's then current Bond
Counsel Fee Schedule and other guidelines for comprehensive, legal
and coordinate professional work in the issuance of revenue bonds to
the actual aggregate principal amount issued, sold, delivered and paid
for at the time Bonds are delivered, together with reimbursement of
out-of-pocket expenses incurred and advanced in connection with the
issuance of the Bonds and payable out of Bond proceeds or other
funds provided by the Company subject to the Attorney General's
written approval of said employment and fee, as required by the Act.

SECTION 2. Schedule 1 entitled "Preliminary Agreement for Issuance
of Revenue Bonds" is hereby amended to redesignate the bond counsel firm and
is attached hereto as Exhibit A.

SECTION 3. Except as amended herein, Resolution No. 5399
remains in full force and effect.

This resolution having been submitted to a vote, the vote thereon was
as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
DUHE, MINNICH
NAYS: NONE
ABSENT: BLACK

And the resolution was declared adopted on this, the 2nd day of April,
2007, to become effective five (5) days after publication in the official journal.

ACTING CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 2:25 pm

RECD BY: _____

**PRELIMINARY AGREEMENT
FOR ISSUANCE OF REVENUE BONDS**

THIS AGREEMENT between the **PARISH OF ST. CHARLES, LOUISIANA** (the "Issuer") and **RENEWABLE ENERGY GROUP, INC.**, a _____ corporation (the "Company"):

WITNESSETH:

1. Preliminary Statement. Among the matters of mutual understanding which have resulted in the execution of this Agreement are the following:

(a) The Issuer is a political subdivision of the State of Louisiana and is authorized by the provisions of Sections 991 through 1001, inclusive of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the "Act"), and authorized to undertake and complete development projects as therein defined and in furtherance thereof to acquire, purchase, lease, rent, construct or improve industrial plant sites and industrial plant buildings as described in the Act.

(b) The Company proposed to finance the acquisition, construction and equipping of a bio-diesel production facility in St. Charles Parish, Louisiana, (the "Project"), as more particularly described in Exhibit "A" attached hereto. Subject to the terms hereof, the Issuer intends this Agreement to be its commitment to issue its revenue bonds (the "Bonds") in an amount agreed to by the Issuer and the Company up to \$130,000,000 and to expend the proceeds thereof to finance a portion of the cost of the Project, including legal fees and expenses and printing, engraving, and publication costs (the "Cost of the Project"). The Issuer shall be furnished satisfactory financial information, including financial statements and such other items as the Issuer may request, relative to the financial matters of the Company and the marketability of the Bonds proposed to be issued.

(c) The Issuer considers that the issuance and sale of the Bonds for the purpose hereinabove set forth will be appropriate and consistent with the objectives of the Act. This commitment constitutes the adoption of an official intent of the Issuer acting by and through its Parish Council, represented by its Parish President and/or Secretary of the Parish Council, or other authorized officers, toward the issuance of the Bonds as herein contemplated in accordance with the laws of Louisiana and the United States Treasury Regulations, Section 1.150-2(e).

2. Undertakings on the Part of the Issuer. Subject to the terms thereof, the Issuer agrees as follows:

(a) The Issuer will cause the authorization of the issuance of the Bonds in an aggregate principal amount not to exceed the estimated Cost of the Project.

(b) Contingent upon the delivery of the Bonds and the receipt of the proceeds thereof, the Issuer proposes to enter into a lease and sub-lease, a sale and lease and/or other financing agreements (the "Finance Agreements") with the Company. The Company's obligations to make payments under the Finance Agreements shall be sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Bonds as well as paying agent fees, trustees' fees, and all other costs and charges in connection with the servicing of the Bonds.

(c) The Issuer will cooperate with the Company with respect to the issuance and sale of the Bonds, and will take such action and authorize the

execution of such documents and the taking of such further action as may be necessary or advisable for the authorization, issuance and sale of the Bonds by the Issuer, all as shall be authorized or permitted by law and as shall be mutually satisfactory to the Issuer and the Company. It is specifically understood that the obligation of the Issuer to acquire the Project through the purchase or leasing thereof, if Bonds be issued therefor, is limited solely to the payment therefor out of Bond proceeds, and the purchase price or rental, as the case may be, to be paid by the Issuer to the Company for the Project shall not exceed the cost of the Project, which cost may include issuance fees and expenses and interest on the Bonds during construction, or the net proceeds of the Bonds available to the Issuer for such purpose, whichever is less.

(d) In authorizing the issuance of the Bonds pursuant to this Agreement, the Issuer will make no warranty, either express or implied, that the proceeds of the Bonds will be sufficient to pay the Cost of the Project or that the Project will be suitable for the Company's purpose of needs. The Company agrees that should the Cost of the Project exceed the amount of the Bond proceeds, the Company will nonetheless complete the Project and shall not be entitled to any reimbursement for any excess either from the Issuer, the Bondholders or the Trustee.

(e) The Bonds shall specifically provide that they are payable solely from the income and revenues derived from the Project, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds shall not constitute an indebtedness or pledge of the general credit of the Issuer, within the meaning of any constitutional or statutory limitation of indebtedness.

(f) The Issuer will take such further action as may be required to implement its aforesaid undertakings as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the terms hereof, the Company agrees as follows:

(a) The Company will use reasonable efforts to find one or more purchasers for the Bonds upon such terms and conditions as shall be mutually satisfactory to the Issuer and the Company.

(b) Prior to or contemporaneously with the sale of the Bonds, the Company will enter into the Finance Agreement providing for the completion of the Project under the terms of which the Company will obligate itself to pay to the Issuer (or the trustee, as the case may be) sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, all paying agent fees, trustees' fees, and other costs and charges in connection with the servicing of the Bonds. The Finance Agreements will contain such other provisions as may be required or permitted by law and as shall be mutually acceptable to the Issuer and the Company.

(c) In addition to the payments required to pay the principal of, premium, if any, and interest on the Bonds, the Company will obligate itself to pay all costs of maintenance and operation of the Project, and casualty and property damage insurance and all taxes, governmental charges and other such charges, if any, which may be assessed or levied against or with respect to the Project.

(d) The operation of the Project will comply with all federal and state laws and regulations and the Company will obtain all necessary approvals and permits required hereunder.

(e) The Company agrees (i) to protect and insulate the Issuer, the Parish Council, and its commissioners individually, from any and all financial responsibility or liability whatsoever with respect to the Project and the financing thereof; and (ii) to indemnify, defend and hold the Issuer and the aforesaid other parties harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the construction, equipping and operation of the Project. Such indemnity shall be superseded by a similar indemnity in the Finance Agreement and in the event the Bonds are not delivered, said indemnity shall extend to causes of action arising prior or subsequent to the termination of this Agreement.

(f) The Company will agree to make such additional payments in such amounts and in such manner as may be provided for by agreement of the parties.

(g) The Company will reimburse the Issuer for all reasonable expenses incurred by the Issuer in connection with the financing of the Project, which expenses may be paid out of Bond proceeds.

(h) The Company will pay the reasonable out-of-pocket expenses, if any, of the Parish and the Company will also pay the reasonable fees for rendered legal services of bond counsel and special legal counsel related to the Project, which fees may be paid out of Bond proceeds.

(i) The Company will take such further action as may be required to implement its aforesaid undertakings as it may deem appropriate in pursuance thereof.

4. General Provisions. Unless the following events shall have occurred within two (2) years from the date hereof, or such other later date as shall be mutually satisfactory to the Issuer and the Company, this Agreement may be cancelled by either party hereto:

(a) The Issuer and the Company shall have agreed on mutually acceptable terms for the Bonds and of the sale and delivery thereof and mutually acceptable terms and conditions of the agreements and documents referred to in section 3 and the action referred to in sections 2 and 3 hereof.

(b) Such other orders, rulings, approvals, consents, certificates or opinions of counsel as to such matters with respect to the Bonds, the Project, the Finance Agreement, any guaranty agreement(s) and trust instrument(s) securing the Bonds shall be obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and to the Project, and shall be in full force and effect at the time of the issuance of the Bonds. If the events set forth in this Section 4 do not take place within the time set forth herein or any extension thereof, it is agreed that this Agreement may be cancelled at the option of the Issuer or the Company to be evidenced in writing, in which event neither party shall have any rights against the other party except the Company will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur arising from the execution of the Agreement and the performance by the Issuer of its obligations hereunder; provided, however, that the indemnity provided for in Section 3(e) hereof shall continue in full force and effect.

5. Upon delivery of the Bonds, the provisions of the Agreement shall have no further effect (except with respect to Sections 7 and 8 hereof), and, in the event of any inconsistency between the terms of the Agreement and the

terms of the Finance Agreement or any guaranty agreement(s) and trust instrument(s) securing the Bonds, the provisions of the Finance Agreement and the guaranty agreement(s) and trust instrument(s) shall control.

6. All covenants and agreements herein contained by or on the behalf of the Issuer and the Company shall bind and inure to the benefit of the respective successors and assigns of the Issuer and the Company whether so expressed or not.

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7. It is recognized, found and determined that a real necessity exists for the employment of Bond Counsel in connection with the issuance of the Bonds and, accordingly, Foley & Judell, L. L. P., of New Orleans, Louisiana, are hereby employed as Bond Counsel to the Issuer to do and to perform comprehensive, legal and coordinate professional work with respect to the issuance and sale of the Bonds. Bond Counsel shall (i) prepare and submit to the Issuer for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds, (ii) counsel and advise the Issuer with respect to the issuance and sale of the Bonds and (iii) furnish their opinion covering the legality of the issuance thereof. The fee to be paid Bond Counsel shall be an amount based on the Attorney General's then current Bond Counsel Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work in the Issuance of revenue bonds to the actual aggregate principal amount issued, sold, delivered and paid for at the time Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, said fee to be contingent upon the delivery of the Bonds and payable out of Bond proceeds or other funds provided by the Company subject to the Attorney General's written approval of said employment and fee, as required by the Act.

8. It is recognized, found, and determined that a real necessity exists for the employment of special counsel and Robert L. Raymond is hereby employed in such capacity. He is hereby employed to do and perform as special counsel to the Issuer. The fee to be paid shall be an amount based on the Attorney General's then current fee schedule and other guidelines on an hourly basis not to exceed such schedule and shall be paid from an administrative fee or other arrangement with the Parish, subject to the Attorney General's written approval of said employment and fee, as required by the Act.

9. It is recognized that the Company may exercise its rights hereunder and perform its obligations hereunder through or in conjunction with a wholly owned subsidiary, other related legal entity or operating entity and all references herein to the Company shall be deemed to include the Company acting directly through itself or through or with any wholly owned subsidiary, other related legal entity or operating entity.

IN WITNESS WHEREOF, the parties hereto have entered into
this

Agreement through their representatives duly authorized as of this __ day of
_____, 2007.

ST. CHARLES PARISH

By: Albert D. Legrand
Parish President

ATTEST:

By: Barbara J. Smith
Secretary

(SEAL)

RENEWABLE ENERGY GROUP,
INC.

By: _____
Title: _____

EXHIBIT "A"

THE PROJECT

The Project consists of the acquisition, construction and equipping of a bio-diesel production facility in St. Charles Parish, Louisiana, for the benefit of Renewable Energy Group, Inc. a _____, or related entity.