

Exhibit J. Syngenta Site Memorandum of Agreement



Baton Rouge Area Chamber®



Syngenta Site Memorandum of Agreement

CERTIFIED SITE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the BATON ROUGE AREA CHAMBER ("BRAC"), and SYNGENTA CROP PROTECTION, LLC ("PROPERTY OWNER") in reference to a joint project to pursue the Certification by Louisiana Economic Development ("LED") of the SUBJECT PROPERTY. SUBJECT PROPERTY consists of approximately 378.6¹ acres in Iberville Parish in the State of Louisiana and is generally identified on the map attached hereto as Exhibit "A" ("SUBJECT PROPERTY"). Exact acreage is subject to final determination by an ALTA survey.

BRAC and LED have identified that a strong portfolio of development-ready sites is a critical component of the Region's and State's overall economic development resource inventory. BRAC has created a partnership program with property owners and Local Economic Development Organizations to pursue and secure certification of development-ready sites through the LED Certified Site Program, in order to identify, secure and market development ready sites.

Participation in this program is voluntary, and PROPERTY OWNER and BRAC acknowledge that BRAC and LED have approved for Certification the SUBJECT PROPERTY, with a goal of marketing SUBJECT PROPERTY to potential companies who may be interested in purchasing and developing the SUBJECT PROPERTY site, thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) that will benefit the region. PROPERTY OWNER retains the right to market SUBJECT PROPERTY, at a price per acre specified by PROPERTY OWNER, to potential buyers, and to ultimately sell the SUBJECT PROPERTY to a buyer not represented by BRAC or LED.

PROPERTY OWNER represents that it is interested in marketing for sale the SUBJECT PROPERTY to prospective buyers represented by BRAC and LED who may be interested in developing the SUBJECT PROPERTY site, and that PROPERTY OWNER hereby states that the asking price is: \$16,992,000.00, which shall be effective for a period of one year following the date of this MOA. To the extent the SUBJECT PROPERTY remains available for sale, PROPERTY OWNER further agrees to enter into good faith negotiations with prospective purchasers, based on this asking price, with further terms to be defined in a PURCHASE AND SALE AGREEMENT, documented and to be agreed to between the BUYER and PROPERTY OWNER as SELLER. PROPERTY OWNER agrees to entertain in good faith, and diligently pursue negotiations from potential purchasers in order to facilitate such sale of SUBJECT PROPERTY, provided that such terms and conditions of sale must be acceptable to PROPERTY OWNER in its sole discretion.

PROPERTY OWNER represents, and BRAC and LED acknowledge and agree, that SUBJECT PROPERTY is not intended for sale or development as a residential or light commercial or retail use. This Certified Site Program is intended only for uses compatible with economic development goals, namely industrial, warehouse/distribution, manufacturing or other similar uses that promote economic development activities (i.e. specifically not residential or retail uses). To promote the Certified Sites Program goal of economic development, the PROPERTY OWNER hereby agrees in good faith to take no such action that could result in a noncompatible use of the SUBJECT PROPERTY (as described above) for a period of one year following the date of this MOA. This agreement includes no action or intent to rezone the property from its existing zoning to a nonconforming use such as residential or retail. If the SUBJECT PROPERTY does not have zoning regulations or land use guidelines, the PROPERTY OWNER agrees to take no action that could promote a noncompatible use for the Certified Sites Program.

Throughout the period provided for herein, upon reasonable prior notice to PROPERTY OWNER and subject to site access conditions generally imposed upon visitors by PROPERTY OWNER, BRAC, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct Due Diligence approved in advance by PROPERTY OWNER. "Eligible Due Diligence" expenses include but are not limited to engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies, site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations. Proposals for Eligible Due Diligence, including scope of work and cost estimates, are subject to preapproval by PROPERTY OWNER and LED. Copies of service agreements, invoices, evidence of payment, and final work product will be available to

¹ Syngenta may subsequently add additional tract(s) to be offered for sale.

Initials: 
Property Owner / BRAC



PROPERTY OWNER, BRAC and LED at the completion of the Due Diligence. BRAC and LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any eligible work being undertaken. BRAC and LED acknowledge that PROPERTY OWNER has provided copies of those diligence reports relating to the SUBJECT PROPERTY described on Exhibit "B" attached hereto; BRAC and LED shall use their commercially reasonable efforts to obtain proposals from the respective contractors which prepared the respective reports to update their respective reports, which new reports shall be addressed to PROPERTY OWNER.

BRAC certifies to PROPERTY OWNER that BRAC and LED have entered into an agreement pursuant to which LED has authorized BRAC to enter into this MOA on behalf of LED, and BRAC agrees to cause LED to comply with the terms of this MOA which are applicable to LED.

In support of LED's business plan for economic development for the State of Louisiana, LED will be paying only up to and not to exceed 75% of these costs in connection with the certification of the SUBJECT PROPERTY with the amount paid by LED not to exceed the sum of \$1,000.00 per acre for non-public sites. In the event that PROPERTY OWNER does not entertain purchase offers and actively pursue negotiations in good faith for one year from the date of certification, the State, through LED and BRAC shall each be entitled, as their sole remedy against PROPERTY OWNER, to recover from PROPERTY OWNER their respective cash contributions towards the diligence expenditures as relates to this Site Certification.

No contracts, purchase orders or proposals for Eligible Due Diligence services shall be accepted or signed by BRAC, LED or PROPERTY OWNER, until agreed upon in writing by BRAC, LED and PROPERTY OWNER. Subject to such written approval in advance, BRAC shall engage the due diligence service providers and shall instruct each such service provider to address its diligence report to PROPERTY OWNER. The estimated Eligible Due Diligence services and costs are \$47,486.00, a breakdown of which is attached hereto as Exhibit "C". BRAC, LED and PROPERTY OWNER agree to split all Eligible Due Diligence Expenses in the following amounts: BRAC shall engage such diligence service providers and shall pay all invoices and charges relating thereto, subject to the obligations of each of LED and PROPERTY OWNER to reimburse BRAC for such charges in the following amounts:

1. LED shall reimburse BRAC upon request for an amount equal to 75% of all Eligible Due Diligence fees and expenses incurred (but in no event more than \$1,000 per acre);
2. BRAC shall pay an amount equal to 12.5% of all Eligible Due Diligence fees and expenses incurred; and
3. PROPERTY OWNER shall pay an amount equal to 12.5% of all Eligible Due Diligence fees and expenses incurred.

Anything contained in this MOA to the contrary notwithstanding:

(a) PROPERTY OWNER makes no representations or warranties concerning the condition of the SUBJECT PROPERTY or its suitability for any particular use, and PROPERTY OWNER intends to sell the SUBJECT PROPERTY "AS IS, WHERE IS" with customary waivers of redhibitory remedies as relates to implied warranties under Louisiana law;

(b) All environmental consultants and contractors shall be engaged directly by counsel for PROPERTY OWNER and no soil samples shall be taken or analyzed without PROPERTY OWNER's prior written consent.

(c) In no event shall any party hereto be liable or responsible for indirect, consequential, special, incidental or punitive damages; and in no event shall PROPERTY OWNER's monetary liability in connection with this MOA exceed the aggregate amount of cash contributions toward diligence expenses contributed by LED and BRAC.

(d) To the maximum extent permitted by law, the terms of this MOA shall remain confidential and no party hereto shall provide a copy of this MOA or disclose its terms to third parties outside of its organization.

Initials: FT / RL
Property Owner / BRAC



Baton Rouge Area Chamber.

Agreed and accepted, this 9th day of August, 2019:

Signed on behalf of:

SYNGENTA CROP PROTECTION, LLC

By: [Signature] for B. D.

John S. Peltier
Print Name

OPERATIONS MANAGER
Title

BATON ROUGE AREA CHAMBER

By: [Signature]

Russell Richardson
Print Name

Sr. VP, Business Development
Title

EXHIBIT A
(Survey Map)

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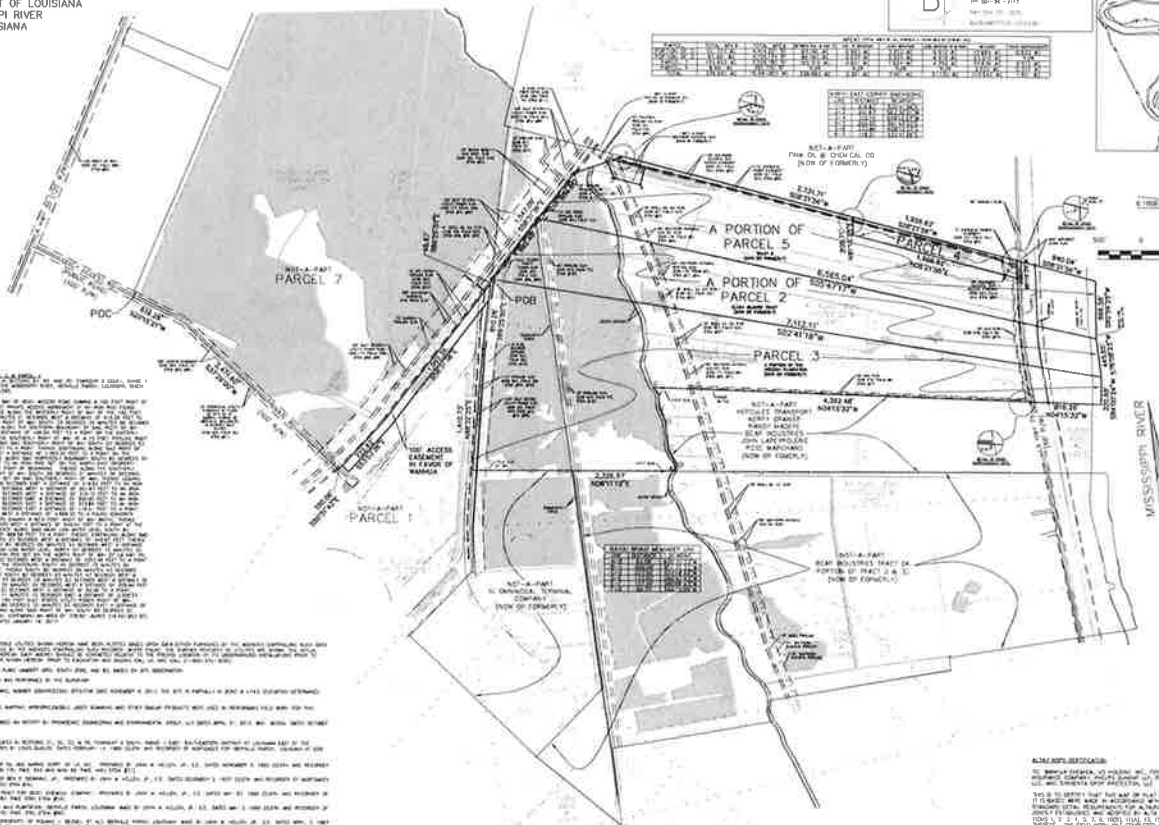
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EXHIBIT B

1. ALTA Survey last updated as of March 2, 2017, prepared by Batture LLC, covering 378.6 acres of land owned by Syngenta Crop Protection, LLC
2. Geotech Survey Report dated October 28, 2015, prepared by Tolunay-Wong Engineers, Inc.
3. Phase I Environmental Report dated as of May 24, 2016, prepared by AECOM
4. Phase I Cultural Report dated as of June 2016, prepared by AECOM
5. Wetlands Delineation Report dated as of October 2015, prepared by AECOM
6. Wetlands Delineation Report dated as of April 2015, prepared by Providence Engineering and Environmental Group LLC



EXHIBIT C

Baton Rouge Area Chamber
377 Ac. Syngenta Site - Certification Worksheet
May 15, 2019



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Task Description - Syngenta Site (377-Ac Site)	Estimated Costs	LED EDRED Program Cost Share Formula			Comments
		LED Cost Share Percentage (%)	LED Cost Portion	Local Cost Portion	
I. Site Control & Memorandum of Agreement					
1. Work with Regional and Local LED and landowner to negotiate an option agreement acceptable to LED, CSRS, and landowner.	\$0	100%	\$0	\$0	Option Agreement Phase Not Complete
II. Site Final Flow Analysis and Site Approval through LED					
1. Perform existing final flow analysis to identify site conditions that would preclude certification. Submit final flow to LED for review and approval to proceed with further details due diligence and full site certification.	\$0	100%	\$0	\$0	Desktop final flow analysis complete and site approved for certification by LED
III. Existing Records Review and Solicit Third-party Services					
1. Review existing records and determine third-party services needed. Review existing information and records provided by the client relative to site certification and determine what additional information is required for certification. Solicit necessary third-party services, assist client with selections, and manage third-party service providers.	\$1,500	75%	\$1,125	\$375	Partial third party information provided by landowner.
2. Title Abstract: Review existing title documents and determine if additional abstract work is required. Perform additional title abstract if necessary.					
3. Solicit Safety and Legal Description					
4. Solicit New Phase I Environmental					
5. Solicit New Phase I Culture					
6. Solicit New Phase I Wetlands Determination					
7. Solicit New Phase I Geomorphological Investigation					
IV. Site Certification					
1. Prepare site map and environmental map.	\$27,500	75%	\$20,625	\$6,875	CSRS will prepare the maps and exhibits listed based on information collected during the certification process and any information provided to us by the client/landowner. All work will be completed and formatted on CSRS the certification templates.
2. Prepare cultural resource study based on cultural report.					
3. Review final zone and fill needs. Prepare fill needs cost estimate as applicable.					
4. Place LAONE Callouts needed to validate existing status on site. Prepare maps and upgrade letters as applicable.					
Existing pipeline water and water upgrade letter and cost estimate					
Existing sewer and street upgrade letter and cost estimate					
Existing gas and gas upgrade letter and cost estimate					
Existing telecom and telecom upgrade letter and cost estimate					
5. Val water existing infrastructure on site. Prepare the following infrastructure maps and upgrade letters as applicable:					
Existing road and road upgrade map and cost estimates					
6. Complete Certified Sites Application with input from owner and address LED comments to achieve full certification.					
7. Prepare up to two (2) complete Site Certification Binders complete with high quality glossy paper, color tabs, binders, and all other supplies.					
CSRS Certification Tasks (EXCLUDING OPTIONS, FATAL FLOW COSTS) -	\$29,000	75%	\$21,750	\$7,250	
Third-Party Services					
Limited Site Abstract ^{1, 2}	\$2,500.00	75%	\$1,875.00	\$675.00	CSRS will provide limited site abstracting if no site abstract is provided by owner.
Safety and Legal Description ^{3, 4}	N/A	75%	N/A	N/A	Assumes historical survey provided by client/owner will be sufficient for certification.
Phase I Environmental Site Assessment ⁵	\$1,700.00	75%	\$1,275.00	\$425.00	Lowest responsibility bid provided by Chomley, AECOM - \$13,400, Providence - \$4,800, JSH - \$4,800
Phase I Cultural Resources Survey ⁶	\$12,284.00	75%	\$9,214.50	\$3,071.50	Lowest responsibility bid provided by SURA, TerraX - \$65,119.34
Wetlands Determination ^{4, 5, 6}	\$0.00	75%	\$0.00	\$0.00	Phase complete
Geomorphological Investigation ^{7, 8}	\$0.00	75%	\$0.00	\$0.00	Phase complete
Cost Summary:					
CSRS Certification Tasks Subtotal ^{1, 2}	\$29,000	LED Cost/Acre	LED Cost Share (75%) ¹	35% Cost Share Option ¹	12.5% Cost Share Option ¹
			\$21,750.00	\$7,250.00	\$3,625.00
3rd Party Services Subtotal ^{3, 4, 5}	\$18,486.00		\$11,864.50	\$4,621.50	\$1,810.75
Total Estimated Certification Costs^{4, 5, 6}	\$47,486	\$84.47	\$33,614.50	\$11,871.50	\$5,435.75

Notes:

- All fees are based on certifying the entire 377-Ac site. Fees subject to change if site is broken into multiple sites.
- Final costs are subject to approval by LED. LED written approval for cost sharing is REQUIRED prior to proceeding.
- Fee assumes existing third party information provided from the owner is adequate for certification.
- Infrastructure research and upgrade cost studies are rough order of magnitude only (ROM) sufficient for LED site certification.
- BRAC is required to contract with each third-party consultant directly for required services. LED reimbursement can be submitted through BRAC or CSRS.
- Owner is required to assist with specific parts of certified sites application.
- Final cost of Phase I Cultural Resources Survey is based on approximately 100 acres of site already being subject to a Cultural Survey provided by landowner.

Initials: J.P.
Property Owner / BRAC