

COOPERATIVE ENDEAVOR AGREEMENT

between

BUNGE NORTH AMERICA, INC., BUNGE CHEVRON AG RENEWABLES LLC

and

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

Dated as of

_____, 2024

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (this “*Agreement*”) is dated as of _____, 2024 by and between BUNGE NORTH AMERICA, INC., a New York corporation authorized to and doing business in the State of Louisiana (“*BNA*”), BUNGE CHEVRON AG RENEWABLES LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana (“*BCAR*” and together with BNA sometimes collectively referred to as the “*Companies*”) and the PARISH OF ST. CHARLES, State of Louisiana (the “*Parish*”), a political subdivision of the State of Louisiana (the “*State*”). BNA, BCAR and the Parish are sometimes hereinafter referred to individually as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the “*Constitution*”) provides that for a public purpose, political subdivisions may engage in cooperative endeavors with each other and with private associations, corporations, or individuals;

WHEREAS, the Companies and the Parish desire to enter into this Agreement in order to cause the design, development, construction, expansion and/or extension of roads connecting Jonathan Street to Lorraine Street (the “*Project*”) and to set forth various obligations of the Parties related to the Project;

WHEREAS, the construction of the Project is expected to yield significant advantages for the Parish, as it will, among other benefits, provide the Parish with a newly constructed road in the right of way for Noel Street and facilitate connectivity between the Noel Street right-of-way and Lorraine Street;

WHEREAS, pursuant to Louisiana Revised Statute R.S. 48:701 a parish governing authority is authorized to revoke the dedication of all roads, streets, and alleyways when the roads, streets and alleyways have been abandoned or are no longer needed for public purpose;

WHEREAS, the St. Charles Parish Code of Ordinances requires that the Parish Council, the governing authority of the Parish, adopt an ordinance in order for any property owned by the Parish to be abandoned;

WHEREAS, the Parish has agreed to revoke, abandon or cause the abandonment of a portion of Jonathan Street due to its current state of deterioration and disrepair, limited use; anticipated maintenance costs required to bring Jonathan Street up to minimum standards of the Parish, and interest in availing itself of the benefits of the Project;

WHEREAS, upon their completion the Parish has agreed to accept the dedication of roads and to further accept title to certain roadbeds, as more fully set forth by this Agreement;

WHEREAS, the Parish expects to receive real and substantial benefits under this Agreement in exchange for the obligations incurred by the Parish hereunder; and

WHEREAS, the Parties desire to enter into this Agreement under the Constitution and other relevant constitutional and statutory authority, all to provide for the construction, expansion and/or extension of the Project.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the Companies and the Parish hereby covenant and agree with each other as follows:

ARTICLE 1
DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. As used herein and unless specifically defined in the text of this Agreement, the capitalized terms used herein shall have the meanings set forth this Section 1.1 unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined.

“*Act*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, and other constitutional and statutory authority.

“*Agreement*” means this Cooperative Endeavor Agreement dated as of _____, 2024 between the Companies and the Parish, as the same may be supplemented or amended from time to time.

“*Completion Date*” means the date upon which the Project is completed in accordance with Parish standards for public roads and ownership of Noel Street and the Connector Road (defined below) is accepted by the Parish.

“*Completion Deadline*” means the Completion Date or 5:00 pm central time on January 31, 2025 whichever is first to occur, but with allowances for delay(s) due to permitting, weather, labor, supplier and force majeure events.

“*Constitution*” means the Louisiana Constitution of 1974, as amended.

“*Companies*” means Bunge North America, Inc., a New York corporation authorized to and doing business in the State of Louisiana and Bunge Chevron AG Renewables LLC, a Delaware limited liability company, their affiliates, successors and assigns and any surviving, resulting, or transferee corporation, company, partnership, or individual.

“*Effective Date*” means the date of this Agreement.

“*Parish*” means the Parish of St. Charles, Louisiana, including without limitation the St. Charles Parish Council, along with the agencies, boards and departments forming the Parish governmental structure.

“*Project*” means design, development, construction, expansion and/or extension of streets as described in Exhibit A attached hereto, in accordance with standards applicable to construction of roads set forth in ordinances and regulations of the Parish applicable as of the Effective Date.

“*Resub Plat*” means the Plat Showing Resubdivision dated February 5, 2024 and prepared by Michael Blanchard of Acadia Land Surveying, a copy of which is attached to the Agreement as Exhibit B.

“*State*” means the State of Louisiana.

“*Term*” shall have the meaning assigned to such term in Section 2.1(a) hereof.

ARTICLE 2
TERMS; EFFECTIVE DATE;
COOPERATIVE ENDEAVOR REPRESENTATIONS

Section 2.1 Term.

(a) *Term*. The term of this Agreement shall commence upon the execution of this Agreement by all Parties hereto and shall continue until the Completion Date (the “*Term*”).

(b) *Termination of Obligations.* At the expiration or sooner termination of the Term, all obligations of the Parties hereunder shall terminate unless otherwise agreed in writing by the Parties.

ARTICLE 3
REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the Companies. The Companies hereby represent, covenant, and agree as follows:

(a) BNA is a corporation, duly organized and existing under the laws of the State of New York and in good standing under the laws of the State of New York, has full power and authority to enter into this Agreement and any other document to which it is a party and to carry out its obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Agreement and all other documents contemplated hereby and thereby.

(b) BCAR is a limited liability company, duly organized and existing under the laws of the State of Delaware and in good standing under the laws of the State of Delaware, has full power and authority to enter into this Agreement and any other document to which it is a party and to carry out its obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Agreement and all other documents contemplated hereby and thereby.

(c) BCAR shall make a good faith effort to obtain all necessary approvals required from federal, state, and local governmental agencies in connection with the construction of the Project.

(d) To the best of the Companies' knowledge, there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body pending or threatened against the Companies or, to the best knowledge of the Companies, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect, as respects the Companies, the validity of this Agreement or any agreement or instrument to which the Companies are a party that is used or contemplated for use in the consummation of the transactions contemplated hereby.

Section 3.2 Representations and Covenants of the Parish. The Parish hereby represents, covenants, and agrees as follows:

(a) The Parish has the authority to enter into this Agreement and all other documents contemplated hereby and to carry out the terms hereof.

(b) The Parish has taken or caused to be taken or will take and/or cause to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.

(c) There is no action, suit, investigation, or proceeding pending of which the Parish has been served notice, or to its best knowledge, threatened, against the Parish, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to materially adversely affect the ability of the Parish to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

ARTICLE 4
OBLIGATIONS OF THE PARTIES

Section 4.1 Obligations of the Companies. In return for the Parish's obligations hereunder, the Companies hereby agree to undertake the following obligations:

(a) As soon as reasonably possible following the Completion Date, BCAR (or, if applicable, the Companies) shall convey or dedicate to the Parish:

- (i) the road constructed in the Noel Street right of way; and
- (ii) Parcel D as shown on the Resub Plat along with the road constructed thereon to connect Noel Street to Jean Street ("*Connector Road*"), provided, however, BCAR may acquire Parcel D from BNA prior to the Completion Date.

(b) BCAR shall be solely responsible for all aspects of the construction of the Project, including but not limited to design, right-of-way acquisition, engineering, construction and testing. The design plans will be approved by the Parish's Public Works Engineering Department prior to the start of construction. Width and specifications for the construction of roads and turns between Lorraine Street and Jonathan Street shall be subject to the mutual consent of BCAR and Parish, which consent shall not be unreasonably withheld, conditioned or delayed. The construction of the Project is conditioned on BCAR receiving all necessary federal, state, and local permits. The Project shall be designed and constructed pursuant to and in accordance with Parish standards for road construction. The Project shall not include any future maintenance, repair, replacement, upgrade, or changes to those improvements following acceptance by the Parish, except to the extent of any warranty required by the St. Charles Parish Code of Ordinances as of the Effective Date.

(c) By separate agreements, the Companies shall grant a right of access within the same or similar boundaries to Jonathan Street ("*Access Area*"), provided that upon completion of the Project use of the Access Area shall be for limited vehicular passage and access. The Access Area shall be a private right of access granted by separate agreements to G.H.F., L.L.C., St. Charles Parish, and Entergy Louisiana, LLC, their successors and assigns.

(d) Upon completion of the Project, BCAR (or, if applicable, the Companies) shall dedicate or cause the conveyance or dedication to the Parish of Parcel D and the roads constructed as part of the Project.

(e) BCAR shall indemnify the Parish from and against all claims arising out of performance of work on the Project by BCAR, its agents, contractors, representatives and employees.

Section 4.2 Obligations of the Parish. The Parish hereby agrees to undertake the following obligations:

(a) The Parish shall adopt an ordinance to declare Jonathan Street as abandoned, citing its current state of deterioration and disrepair, limited use, and the alternative to Jonathan Street to be established by the completion of the Project by the Company as the reason it no longer fulfills a public purpose.

(b) Upon request of BCAR, the Parish will cooperate in good faith toward the issuance of any permits for the Project that are under the jurisdiction of the Parish.

(c) The Parish shall have the opportunity to inspect the Project while under construction. The Parish shall accept the Project upon its completion pursuant to the terms of the permit issued for the Project.

(d) The execution of this Agreement shall not constitute an acceptance by the Parish of any road improvements. The Parish shall take ownership of Noel Street and the Connector Road, and be responsible for their repair and maintenance upon the Parish accepting the Project as substantially complete, which roads will be constructed in accordance with Parish standards. In addition to accepting Noel Street and the Connector Road, the Parish shall accept title to Parcel D upon the dedication and/or the donation of Parcel D to the Parish.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Default. An “Event of Default” under this Agreement shall occur if any party hereunder shall fail to perform any of the obligations required in this Agreement and if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 5.2 Remedies. Upon a default under Section 5.1, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Relationship of the Parties. Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties.

Section 6.2 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by all Parties.

Section 6.3 Notices. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by registered or certified mail return receipt requested, postage prepaid, by nationally recognized overnight delivery service, signature required upon signed receipt or by facsimile transmission to the following:

If to BNA:	Bunge North America, Inc. 1391 Timberlake Manor Parkway Chesterfield, Missouri 63017 Attention: Luciano Salvatierra
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With a copy to: Bunge North America, Inc.
1391 Timberlake Manor Parkway
Chesterfield, Missouri 63017
Attention: General Counsel

If to BCAR: Bunge Chevron AG Renewables LLC
1391 Timberlake Manor Parkway
Chesterfield, Missouri 63017
Attention: Luciano Salvatierra

With a copy to: Bunge North America, Inc.
1391 Timberlake Manor Parkway
Chesterfield, Missouri 63017
Attention: General Counsel

If to the Parish: Parish of St. Charles
15045 River Road
Hahnville, LA 70057
Attention: Director of Legal Services: Corey M. Oubre

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

Section 6.4 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the Parties hereby and supersedes any and all prior oral or written agreements, understandings, proposals, representations or warranties relating to this Agreement.

Section 6.5 Further Assurances. Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement.

Section 6.6 No Third Party Beneficiaries. Unless specifically set forth herein, neither Party to this Agreement shall have any obligation to any third party as a result of this Agreement.

Section 6.7 Successors and Assigns. This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto, their respective legal representatives, successors and assigns.

Section 6.8 Entire Agreement. This Agreement constitutes the entire agreement between Parties and all Parties represent that no oral or conflicting written representations have been made. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by all Parties. This Agreement shall not impact any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default shall not be construed as a waiver of any other default.

Section 6.9 Validity and Enforceability. If any provision of this Agreement is found to be invalid, void or unenforceable by any court having jurisdiction, the Parties shall use commercially

reasonable efforts to promptly modify this Agreement to give effect to the original intention of the Parties. All other provisions shall remain in effect.

Section 6.10 Applicable Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Louisiana, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with the Agreement.

Section 6.11 Venue. The Parties agree that the sole and proper venue for any legal proceedings arising hereunder shall be the 29th Judicial District Court, St. Charles Parish, Louisiana.

Section 6.12 Further Agreements. The Parties covenant and agree that they will execute such other and further agreements or documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

Section 6.13 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.
- (c) The captions and headings herein are solely for the convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement.

Section 6.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a Party hereto, or a copy of a counterpart signed by a Party hereto, will be regarded as an original signed by such Party for the purposes hereof.

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IN WITNESS WHEREOF, the Parties have caused this Cooperative Endeavor Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

BUNGE NORTH AMERICA, INC.

By: _____

BUNGE CHEVRON AG RENEWABLES LLC

By: _____

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____

[Parish President]

EXHIBIT A

DESCRIPTION OF THE PROJECT

The design, development, construction, and extension of:

(a) Noel Street in the portion of the Noel Street right of way located in Destrehan Park Subdivision; and

(b) The Connector Road in Parcel D, as such parcel is shown on the Resub Plat, connecting Noel Street (Parcel D and Noel Street both located in Destrehan Park Subdivision) to Jean Street located in Gabriel Heights Subdivision and which intersects with Lorraine Street;

including by way of example and without limitation, laying foundation, constructing appurtenant drainage improvements, and paving of surfaces, all in satisfaction of the ordinances and regulations of St. Charles Parish applicable as of the Effective Date for the construction of roads, as may be set forth in the permit issued for the Project.

EXHIBIT B

RESUB PLAT