

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20230486)

**EXHIBIT “A”**

AGREEMENT

among

LOUISIANA ECONOMIC DEVELOPMENT

and

W.R. GRACE & CO. – CONN.

## **EXHIBIT “A” AGREEMENT**

This Agreement, as of the Effective Date, defined herein, is made between:

LOUISIANA ECONOMIC DEVELOPMENT (“LED”), an agency of the State, represented herein by the Secretary of the Department (“Secretary”); and

W.R. GRACE & CO. – CONN. (“Company”), a Connecticut company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as “Parties” and singularly referred to as “Party.”)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry (“Board”), with the approval of the Governor of the State of Louisiana (“Governor”), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption (“Exemption”); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company is expanding its SHAC<sup>™</sup> and CONSISTA<sup>™</sup> polyolefin catalysts Manufacturing Establishment located in St. Charles Parish with the construction of a new permanent Admin Building and the acquisition of new instrumentation, fireproof/blastproof walls, new windows, and CDB storage tank (the “Project”), and a new direct Job and Payroll as hereinafter provided will result from the Company’s investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in St. Charles Parish; and

WHEREAS, the Company anticipates that the Project will be constructed in Phases spanning one or more years prior to the Company’s commencement of Operation; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of Jobs and Payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors,

including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

## **ARTICLE I. DEFINITIONS**

### **Section 1.01 Definitions**

**“Advance Notification”** means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

**“Agreement”** means this Exhibit “A” agreement, and any amendments or modifications thereto.

**“Assignment”** means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **“Assignee”** means the entity to which such transfer or assignment is made in accordance with this Agreement.

**“Basic Health Benefits Plan”** means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

**“Board”** means the Louisiana Board of Commerce and Industry.

**“Capital Expenditures”** means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

**“Cessation of Operation”** means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

**“Certification of Compliance”** means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank).

**“Company”** means W.R. Grace & Co. – CONN., a Connecticut company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

**“Company Affiliate”** means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

**“Company Default”** is defined in Section 6.01(B).

**“Company Objectives”** means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

**“Contract Monitor”** is defined in Section 7.01(A).

**“Default”** has the meaning set forth in Article VI.

**“Default Payment”** means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

**“Effective Date”** is the date of execution of this Agreement by the Secretary.

**“Exemption”** means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project, which may occur in and is inclusive of Phases.

**“Exemption Contract(s)”** means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project, including each Phase of the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

**“Exemption Period(s)”** means, for each Phase of the Project, the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), with each Exemption Period beginning on January 1 of the first Project Year after which each Phase becomes Operational or completes construction. The Exemption Period for any Phase of the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

**“Force Majeure”** means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

**“Governor”** means the Governor of the State of Louisiana.

**“ITEP”** means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

**“Jobs”** means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

**“LED”** means Louisiana Economic Development.

**“Legislature”** means the Legislature of the State of Louisiana.

**“Local Governmental Entities”** with regard to St. Charles Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

**“Manufacturing Establishment”** means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

**“Operation” or “Operational”** means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

**“Payroll”** means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

**“Phase”** means that portion of the Project that becomes Operational or completes construction for which Capital Expenditures are made and, in the following Project Year, becomes subject to the Exemption provided by an Exemption Contract to which this Agreement is attached as Exhibit A.

**“Project”** means Company's acquisition or expansion, construction, improvement, equipping and

Operation of the Manufacturing Establishment as further described in the Recitals, which may occur in Phases.

**“Project Year”** means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

**“Qualified Contractor”** means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

**“Required Annual Jobs”** is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

**“Required Annual Jobs and Payroll”** refers, collectively, to Required Annual Jobs and Required Annual Payroll.

**“Required Annual Payroll”** is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

**“Rule(s)”** mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

**“Secretary”** means the Secretary of the Louisiana Economic Development.

**“State”** means the State of Louisiana.

## **ARTICLE II. AUTHORITY**

### **Section 2.01 LED Authority**

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

### **Section 2.02 Company Authority**

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

### **Section 2.03 Other Approvals**

This Agreement is not effective until signed by all Parties.

### **ARTICLE III. REPRESENTATIONS**

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

### **ARTICLE IV. OBLIGATIONS**

#### **Section 4.01 LED Obligations**

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years for each Phase and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years for each Phase with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

#### **Section 4.02 Company Objectives**

(A) Commencement of Operation. The Company is proceeding with commercially reasonable due diligence to expand the Manufacturing Establishment and commence Operation by December

31, 2026 as described in the ITEP application form filed or to be filed for this Project. During the construction period, which Company anticipates will span multiple years, Company projects that it will expend approximately \$15,190,000 in Capital Expenditures and that the Project could provide approximately 96 full time equivalent construction jobs as well as the creation of 1 Job having an annual Payroll of at least \$70,000, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

**(B)** Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2025	1	\$70,000
2026	1	\$70,000
2027	1	\$70,000
2028	1	\$70,000
2029	1	\$70,000
2030	1	\$70,000
2031	1	\$70,000
2032	1	\$70,000
2033	1	\$70,000
2034	1	\$70,000
2035	1	\$70,000
2036	1	\$70,000

**(C)** Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

**(D)** Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

**(E)** Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

**(F)** Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.



## **ARTICLE V. ASSIGNMENT AND TRANSFER**

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the “Sale or Transfer of Exempted Manufacturing Establishment.”

## **ARTICLE VI. DEFAULT AND RENEWAL CONSIDERATION**

### **Section 6.01 Default**

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of any Exemption Contract shall constitute a Company Default with a corresponding remedy:

- (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.
- (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
- (3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
- (4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local

Governmental Entities and the Company, in which case the terms of the Exemption Contract(s) shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

#### **Section 6.02 Delay or Omission**

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

#### **Section 6.03 Force Majeure**

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

#### **Section 6.04 No Other Damages**

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

## **ARTICLE VII. REPORTS; AUDIT**

### **Section 7.01 Contract Monitoring**

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

### **Section 7.02 Annual Certification of Compliance**

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

### **Section 7.03 Audit**

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

### **Section 7.04 Reporting Rules Applicable**

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

## **ARTICLE VIII. TERM**

The Term of this agreement shall extend from the Effective Date until the end of the last Exemption Period for the Project.

## **ARTICLE IX. MISCELLANEOUS**

### **Section 9.01 Non Discrimination**

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

### **Section 9.02 Captions**

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

### **Section 9.03 Counterpart**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

### **Section 9.04 Choice of Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

### **Section 9.05 Jurisdiction and Venue**

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

### **Section 9.06 Further Assurances**

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

### **Section 9.07 Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be

in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Susan Bonnett Bourgeois, Secretary  
Louisiana Economic Development  
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)  
11<sup>th</sup> Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)  
Telephone: (225) 342-3000  
Email: [susan.bourgeois@la.gov](mailto:susan.bourgeois@la.gov)

To the Company:

Jennifer Couste, Business Signatory  
W.R. Grace & Co. – CONN.  
16122 River Road, Norco, LA 70079  
Telephone: (337) 583-3573  
Email: [jennifer.d.couste@grace.com](mailto:jennifer.d.couste@grace.com)

**Section 9.08 Amendment**

This Agreement may be amended only upon the written consent and approval of all Parties.

**Section 9.09 Rules Prevail**

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

**Section 9.10 Electronic Transaction; Electronic Signatures**

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the “Louisiana Uniform Electronic Transactions Act”, LA. R.S. 9:2601 through 9:2621.

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

W.R. GRACE & CO. – CONN.

By: Michael J Brown  
Michael J Brown (Aug 11, 2025 20:53:17 EDT)

*Signature*

Michael J Brown

*Printed Name*

Title: CFO

Date: 08/11/2025

LOUISIANA ECONOMIC DEVELOPMENT

LED CONTRACT MONITOR

Kristin Johnson  
*Signature*

Kristin C. Johnson

*Printed Name*

By: Susan Bonnett Bourgeois  
Susan Bonnett Bourgeois (Aug 18, 2025 13:50:53 CDT)

Susan Bonnett Bourgeois, Secretary

Date: 08/18/2025

**EXHIBIT 1**

(Company Authorizing Resolution)

**W. R. GRACE & CO.-CONN.**  
**SECRETARY'S CERTIFICATE**

I, SEAN E. DEMPSEY, as Assistant Corporate Secretary of W. R. GRACE & CO.-CONN., a Connecticut corporation (the "Company"), do hereby certify that Michael J. Brown is Senior Vice President and Chief Financial Officer of the Company.

I further certify that attached hereto as Exhibit A is Policy 122, Item 8 of the Policy and Organization Guide of the Company, which has been approved by the Board of Directors of the Company. This policy authorizes Mr. Brown to execute documents such as these. The authority contained in this policy has not been amended or rescinded and is presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company on this day 23<sup>rd</sup> day of June 2022.

  
SEAN E. DEMPSEY  
Assistant Corporate Secretary





## EXHIBIT A

### GRACE Delegations of Corporate Authority

#### POLICY 122

(Adopted November 8, 2018)

Chief Financial Officer

OPERATING Item		Delegation Amount
8	EXECUTION AND FILING OF TAX RETURNS, WAIVERS, PROTESTS, CONSENTS AND THE SETTLEMENT OF CLAIMS AND/OR DISPUTES RELATING TO TAX MATTERS	FULL (g)
(g)	Delegation is unlimited in amount; however, the approval of the Chief Legal Officer or his/her designee(s) must be obtained prior to the initiation or settlement of any Legal Proceeding.	

**W. R. GRACE & CO.  
DIRECTORS & OFFICERS**

<b>Directors</b>	
David Millstone 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019	Hamilton South 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019
David Winter 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019	Henry Slack 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019
Jason Pollack 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019	Sam Feinstein 9 West 57 <sup>th</sup> Street, 47 <sup>th</sup> Floor New York, NY 10019
Bhaves V. Patel 7500 Grace Drive Columbia, MD 21044	
<b>Officers</b>	
President and Chief Executive Officer	Bhaves V. Patel 7500 Grace Drive Columbia, MD 21044
Senior Vice President, Chief Financial Officer and Information Technology	Michael J. Brown 7500 Grace Drive Columbia, MD 21044
Senior Vice President HR, Chief Human Resources Officer	Kerrie Wolfe 7500 Grace Drive Columbia, MD 21044
Senior Vice President Public Affairs and Environment, Health, Safety and Chief Sustainability Officer	Keith N. Cole 7500 Grace Drive Columbia, MD 21044
Senior Vice President, General Counsel and Secretary	Anthony Yoo 7500 Grace Drive Columbia, MD 21044
<b>Assistant Officers</b>	
Assistant Secretary	Sean E. Dempsey 7500 Grace Drive Columbia, MD 21044
Assistant Secretary – IP	Mark Montana 7500 Grace Drive Columbia, MD 21044
Assistant Treasurer	Asif Arshad 7500 Grace Drive Columbia, MD 21044
Assistant Treasurer	Lori Magee 7500 Grace Drive Columbia, MD 21044

\* As of May 9, 2022



8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
  - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
  - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes ☐ No ☐

**CONTACT TYPE (select one):**

Business ☐

Consultant ☐

Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CERTIFICATION**

(The electronic version of this document is available via Fastlane NextGen. In order to submit each Project Year, the form must be added to the existing project, signed, paid, and submitted electronically via Fastlane NextGen along with the additional materials referenced in the Document Checklist section of the form).