



# St. John the Baptist Parish School Board

118 West 10<sup>th</sup> Street • P.O. Drawer AL • Reserve, Louisiana 70084  
[www.stjohn.k12.la.us](http://www.stjohn.k12.la.us) • PHONE: 985-536-1106 • 1-800-296-1106 • FAX: 985-536-1109

Patrick H. Sanders  
Board President

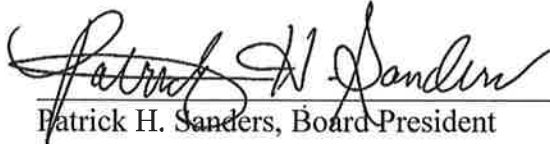
Heldi Troscjak  
Interim Superintendent

Sherry DeFrancesch  
Board Vice-President

DATE: October 25, 2019

TO: MEMBERS OF THE EXECUTIVE COMMITTEE:  
Honorable Patrick H. Sanders  
Honorable Sherry DeFrancesch  
Honorable Albert A. Burl

FROM:

  
Patrick H. Sanders, Board President

RE: Meeting

Upon call of the President, the Executive Committee of the St. John the Baptist Parish School Board will meet Wednesday, October 30, 2019, at 9:00 a.m., at St. John School Board Central Office, 118 West 10<sup>th</sup> St., Reserve, Louisiana.

The agenda for the meeting is attached.



PHS/sww

Copy: Board Members  
News Media  
Legal Counsel  
SJA

#### MEMBERS OF THE ST. JOHN THE BAPTIST PARISH SCHOOL BOARD

Charo Holden, District 1  
Albert Burl, District 2

Gerald J. Keller, Ph.D., District 3  
Patrick H. Sanders, District 4

Sherry DeFrancesch, District 5  
Keith Jones, District 6

Phillip Johnson, District 7  
Debbie Schum, District 8

Shawn Wallace, District 9  
Nia Mitchell, District 10

Clarence Triche, District 11

# **AGENDA**

## **ST. JOHN PARISH SCHOOL BOARD EXECUTIVE COMMITTEE AGENDA**

**Wednesday, October 30, 2019**

**9:00 a.m.**

**St. John the Baptist Parish School Board Office  
118 West 10<sup>th</sup> St., Reserve, LA**

1. Public Comment: Call to Order, Pledge of Allegiance
2. Public Comment: Roll Call
3. Public Comment: Approval of Minutes: Minutes of October 15, 2019 (Action)
4. Public Comment: Mr. Felix Boughton – Discussion/Recommendation regarding ITEP Application Approval by the Board of Commerce and Industry (Nalco) (Action)
5. Public Comment: Mr. Felix Boughton – Discussion/Recommendation regarding ITEP Application Approval by the Board of Commerce and Industry (Marathon) (Action)
6. Public Comment: Mr. Felix Boughton – Discussion regarding the reorganization of the Business Department
7. Public Comment: Committee Items of Interest
8. Public Comment: Adjournment

# EXECUTIVE COMMITTEE

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## AGENDA ITEM

**MEETING DATE: October 30, 2019**

**ITEM #: 4**

**TOPIC:** Mr. Felix Boughton – Discussion/Recommendation regarding ITEP Application Approval by the Board of Commerce and Industry (Nalco)

**BACKGROUND:**

**COST:**

**FUNDING SOURCE:**

**INFORMATION SOURCES:**

October 24, 2019

Mr. Patrick Sanders  
Attn: Stacey Waller, Secretary  
St. John the Baptist Parish School Board  
118 West 10<sup>th</sup> St.  
Reserve, LA 70084

RE: Nalco Company LLC  
Board of Commerce and Industry Approval Notice ("Notice")  
Tax Exemption Application #20161839-ITE- \$8,586,946.00

Dear Mr. Sanders:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Nalco Company LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on October 23, 2019. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng  
Program Administrator  
Industrial Tax Exemption Program  
(225) 342-2083  
Kristin.Cheng@la.gov

c: Assessor, St. John the Baptist Parish

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20161839)

**EXHIBIT "A"**

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

NALCO COMPANY, LLC

## EXHIBIT "A" AGREEMENT

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

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

NALCO COMPANY, LLC ("Company"), a Delaware Limited Liability 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 has made the addition of a Purate Unit to its industrial water treatment products located in St. John the Baptist Parish (the "Project"). The Purate Unit was constructed to produce a new product line and to expand the number of products produced. New direct jobs 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. John the Baptist Parish; 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 Nalco Company, LLC, a Delaware Limited Liability 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.

"**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 and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"**Exemption Period**" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for 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.

"**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 Department of Economic Development.

**"Legislature"** means the Legislature of the State of Louisiana.

**"Local Governmental Entities"** with regard to St. John the Baptist 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 Exemption Contract, 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.

**"Project"** means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

**"Project Year"** means each twelve-month period, beginning on January 1 and ending on December 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 Department of 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 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 and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years 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 proceeded with commercially reasonable due diligence to expand the Manufacturing Establishment and commence Operation by December 15, 2017 as described in the ITEP application form filed for this Project. During the construction period Company expended approximately \$8,586,946.00 in Capital Expenditures and that the Project provided approximately 15 full time equivalent construction jobs as well as the creation of 1 Job, including 0 Jobs by a Qualified Contractor, having an annual Payroll of at least \$112,000.00 in addition to retaining approximately 254 existing jobs. 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 maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Jobs by a Qualified Contractor	Required Annual Payroll
2018	1	0	\$112,000.00
2019	1	0	\$112,000.00
2020	1	0	\$112,000.00

2021	1	0	\$112,000.00
2022	1	0	\$112,000.00
2023	1	0	\$112,000.00
2024	1	0	\$112,000.00
2025	1	0	\$112,000.00
2026	1	0	\$112,000.00
2027	1	0	\$112,000.00

(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 an 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 as provided in the Rules.

- (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract 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 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 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 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.

With regard only to Project Year 2018, the Company shall deliver to LED a Certification of Compliance for each of those years by June 30, 2019 (or December 31, 2019 if the Manufacturing Establishment is in Orleans Parish) 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 Exemption Period.

**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:

Don Pierson, Secretary  
Louisiana Department of 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

To the Company:

Judy McNamara  
Ecolab  
1 Ecolab Place EGH-13  
St. Paul, MN 55102  
Judy.mcnamara@ecolab.com  
651-250-4370

**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.


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

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

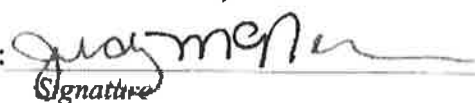
(1)   
Signature

Christopher Olson  
Printed Name

  
Signature

KELLY WEBERG  
Printed Name

NALCO COMPANY, LLC

By:   
Signature

Judy Mc Namara  
Printed Name

Title: Senior Vice President, Global Tax

Date: 10/15/2019

WITNESSES:

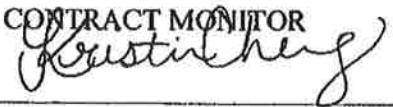
LOUISIANA DEPARTMENT OF  
ECONOMIC DEVELOPMENT

(1) Hwd Usic  
Signature  
Hwd Usic  
Printed Name

By:   
Don Pierson, Secretary

Date: 10-21-19

(2) Frank Favaloro  
Signature  
Frank Favaloro  
Printed Name

LED CONTRACT MONITOR  
  
Signature  
Kristin Cheng  
Printed Name

**EXHIBIT 1**

(Company Authorizing Resolution)

**WRITTEN CONSENT RESOLUTIONS  
OF THE BOARD OF DIRECTORS  
OF NALCO COMPANY**

The undersigned, being all of the members of the Board of Directors of Nalco Company, a Delaware Corporation (the "Company"), hereby unanimously adopt the following resolutions by written consent, to be effective as of February 16, 2012:

Extension of Credit

WHEREAS, the Company desires to enter into agreements from time to time with financial institutions, banks, insurance companies or other institutional lenders for the provision of certain credit, loans, guarantees, leases, letters of credit, performance bonds, advances and other extensions of credit and any amendment, modifications or supplements thereto ("Credit Agreements") to support the operation of the Company's ongoing operations.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer, Treasurer and each Assistant Treasurer of the Company, each acting individually, (each an "Authorized Person"), be, and each of them hereby is, authorized, empowered and directed to execute and deliver individual Credit Agreements each in amounts up to but not in excess of U.S. \$15 million, in the name of and for and on behalf of the Company; and further

RESOLVED, that, in addition to the specific actions set forth above, each Authorized Person, acting together or individually, are hereby authorized and directed in the name and on behalf of the Company to take any action (including, without limitation, the payment of expenses), and to execute (by manual or facsimile signature) and deliver any and all agreements, letters, documents, or other writings, and to take all such other action that such officers may deem necessary, appropriate, or desirable in order to enable the Company to fully exercise its rights and to perform its obligations or otherwise carry out the purpose and intent of the foregoing resolutions; and further

RESOLVED, that wherever in these resolutions any Authorized Person is authorized to take any action he or she deems necessary, proper, advisable or required, the signing or execution by such director or officer of any instrument or the taking of any such action by him shall be conclusive evidence that he or she deems the same to be necessary, proper, advisable or required; and further

RESOLVED, that all of the acts or instruments of the Authorized Persons heretofore performed or executed on behalf of the Company that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, adopted, approved, ratified and confirmed; and further

RESOLVED, that for the convenience of the members of the Board of Directors, any number of counterparts of these resolutions may be executed and each such executed counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument.

#### Amendment of Intercompany Funding Resolutions

RESOLVED, That the Resolutions of the Board of Directors of the Company adopted on March 10, 2004 under the heading "New Intercompany Funding Resolutions for the Companies" (the "March 10, 2004 Intercompany Funding Resolutions") are amended to (a) eliminate the "BE IT RESOLVED" paragraph which subjects the authorization granted under the March 10, 2004 Intercompany Funding Resolutions to a now-terminated credit agreement and now-terminated indentures and (b) add the Treasurer of the Company as one of the Proper Officers (as defined in the March 10, 2004 Intercompany Funding Resolutions) with the same level of authority granted to the Chief Financial Officer under such resolutions; and further

RESOLVED, That except for the foregoing amendments, the March 10, 2004 Intercompany Funding Resolutions are reaffirmed and ratified in their entirety and shall continue in effect as adopted.

#### Amendment of Banking Resolutions

RESOLVED, That the Resolutions of the Board of Directors of the Company adopted on March 10, 2004 under the heading "New Banking Resolutions for the Companies" (the "March 10, 2004 Banking Resolutions") are amended to (a) eliminate the portion of the first "FURTHER RESOLVED" paragraph which subjects certain of the authorizations granted under the March 10, 2004 Banking Resolutions to a now-terminated credit agreement and now-terminated indentures and (b) add the Treasurer of the Company as one of the Authorized Signers (as defined in the March 10, 2004 Banking Resolutions) with the same level of authority granted to the Chief Financial Officer under such resolutions; and further

RESOLVED, That except for the foregoing amendments, the March 10, 2004 Banking Resolutions are reaffirmed and ratified in their entirety and shall continue in effect as adopted.

#### Tax Matters

RESOLVED, That the Chief Financial Officer, the Treasurer, Vice President-Tax, and any Assistant Treasurer of the Company are each individually authorized to execute and deliver, in the name and on behalf of the Company, all returns, reports, statements, agreements (including, without limitation, agreements to proposed adjustments of tax liability and to extend the statute of limitations), petitions, and any other appropriate forms relating to the taxes and tax obligations of the Company in any and all jurisdictions; and further

RESOLVED, That each of the aforesaid officers of the Company are individually authorized to enter into supplementary agreements with the Director of Internal Revenue for coverage under Title II of the Social Security Act, as amended, to extend social security coverage to United States Citizens employed by any subsidiary of this Company, and any foreign branch of this Company or such subsidiaries, as set forth in Section 3121(1) of the Internal Revenue Code, as amended; and further



RESOLVED, That each of the aforesaid officers of the Company is individually authorized to execute in the name and on behalf of the Company, powers of attorney and any other appropriate forms of authorization to authorize other persons to represent the Company or to act as an agent for the Company in connection with filings, questions, appeals, hearings, requests and any other matters relating to the taxes and tax obligations of the Company in any and all jurisdictions; and further

**RESOLVED,** That each of the aforesaid officers of the Company is individually authorized to designate and authorize in writing any other person or persons to be individually authorized to execute and deliver, in the name and on behalf of the Company, documents relating to the taxes and tax obligations of the Company in any and all jurisdictions, provided that the authority of the designated persons shall be no greater than the authority of the designating persons and shall be further limited by the terms of the written designation which may be revoked at any time by similar written designation; and further

**RESOLVED,** That the foregoing resolutions shall be intended to clarify the authority of the aforesaid officers of the Company with regard to the Company's taxes and tax obligations, and shall not limit the authority of any appropriate officer of the Company, or other authorized employee of the Company, to sign and deliver, in the name and on behalf of the Company, returns, reports, statements and other documents, or otherwise act in connection with taxes and tax obligations of the Company.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the undersigned have adopted these resolutions of the Board of Directors of Naico Company as of the date first written above.

  
\_\_\_\_\_  
Douglas M. Baker, Jr. 

  
\_\_\_\_\_  
Steven L. Fritze 

  
\_\_\_\_\_  
James J. Seifert 



**EXHIBIT 2**

**CERTIFICATION OF COMPLIANCE**

**Contract Number for the Project:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Project Physical Address:** \_\_\_\_\_

1. Operation of the assets related to this project/phase:

Commenced, as of date \_\_\_\_\_ and continues to date.

Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Capital Expenditures made as of \_\_\_\_\_ (Date) : Amount \_\_\_\_\_

3. Required Annual Jobs: \_\_\_\_\_

4. Required Annual Payroll: \_\_\_\_\_

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?  
Yes  No

6. Are any Jobs at the Manufacturing Establishment attributable to:

a. Jobs transferred from any other location within the state by the Company, Company  
Affiliate or a Qualified Contractor? Yes  No

b. Jobs transferred from any other Louisiana-based employment as a result of the  
Company, Affiliate, or a Qualified Contractor acquiring a business operation or  
substantially all of its assets? Yes  No

c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain  
(or neutral job count if retaining Jobs) within the State? Yes  No

If the answer to 6.c. is "No", please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. 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.

**CONTACT TYPE (circle one):**    Business     Consultant     Other

Contact Person:

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

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

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

Mailing Address 2: \_\_\_\_\_

Phone Number (Include extension): \_\_\_\_\_

Email Address: \_\_\_\_\_

**CERTIFICATION**

**(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)**

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

\_\_\_\_\_

Original Signature

\_\_\_\_\_

Printed Name & Title

\_\_\_\_\_

Date

## NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development (“Department”) of the following action by [INSERT ENTITY NAME] pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

\_\_\_\_\_ Industrial Tax Exemption Application #20161839-ITE has been placed on the agenda for a public meeting of [INSERT ENTITY NAME], notice of which is attached hereto.

\_\_\_\_\_ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20161839-ITE and voted to **APPROVE** the Application.

\_\_\_\_\_ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20161839-ITE and voted to **DENY** the Application.

### **NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS**

Recommended methods of sending notice:

1. Via email to [ITEP@la.gov](mailto:ITEP@la.gov)
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development  
c/o Kristin Cheng  
617 N. 3<sup>rd</sup> St.  
11<sup>th</sup> Floor  
Baton Rouge, LA 70802

# Industrial Tax Exemption Program Application - (Post Executive Order 2018)

\*\* Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. \*\*

**Project ID:** 20161839-ITE

**Date Received:** 5/30/2018

## PROJECT INFORMATION

**Company:** Nalco Company LLC  
**Project Name:** Purate Unit  
**Project Location:** 3628 Hwy 44 , Garyville, LA, 70051  
**Parish:** St. John the Baptist  
**City Limits?:** --

## COMPANY INFORMATION

**Product Manufactured:** Water treatment chemicals  
**Manufacturing Process/Activities:** The Nalco Champion Garyville plant manufactures industrial water treatment products used in boilers and cooling towers, wastewater treatment products and process chemistries for the food and beverage, paper, petroleum, power generation, mining, steel and aluminum industries. Garyville is a chemical plant that produces its products by reacting and blending various raw materials into finished products. Raw materials are brought into the plant via barge, rail and truck, stored in holding tanks of different typed, depending on the chemical, mixed or reacted in blending tanks or reactors then piped to finished goods holding tanks. Finished goods are shipped from the plant via rail or truck.

## GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities?  Yes  No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

## PROJECT DETAILS

**NAICS:** 325199  
**Project Type:** Start-Up/New  
**Project Start Date (beginning of construction and/or installation):** 12/1/2016  
**Project End Date (ending of construction and/or installation):** 12/15/2017  
**Anticipated date for the commencement of operations of this project:** 12/15/2017  
**Project Description:**

The Purate Unit was constructed to produce a new product line for the Garyville plant. The construction of the unit included diked and covered railcar unloading, covered truck unloading, process tanking and piping, a 1750 square foot process building with a control room and process controls. This project allowed the plant to expand the number of products they can produce.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)?  Yes  No

### Calendar Years:

## ESTIMATED INVESTMENTS

<b>Building &amp; Materials:</b>	\$1,351,638.00
<b>Machinery &amp; Equipment:</b>	\$2,549,357.00
<b>Labor &amp; Engineering:</b>	\$4,743,525.00
<b>Estimated Total Investment Amount:</b>	\$8,586,946.00
<b>Less: Restricted Amount:</b>	\$57,574.00
<b>Total Estimated Investments:</b>	\$8,586,946.00

## ESTIMATED JOBS

<b>Existing Jobs at Project Site:</b>	223
<b>Existing Jobs Statewide:</b>	
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>New Direct Jobs:</b>	1
<b>Contract Jobs:</b>	
<b>Will new jobs be created in phases?</b>	No
<b>Explain:</b>	
<b>Construction Jobs:</b>	15
<b>Total Estimated Jobs:</b>	239
<b>New Jobs for this phase:</b>	0

If no new jobs are being created with this project, will existing jobs be retained?  Yes  No

**If yes, provide a compelling reason(s) for retention:** This project is creating a new position, unit operator. All existing jobs at the plant prior to this project have been maintained.

## ESTIMATED PAYROLL

<b>Existing Jobs Payroll:</b>	\$28,000,000.00
<b>Existing Jobs Statewide Payroll:</b>	\$0
<b>New Direcy Jobs Payroll:</b>	\$112,000.00
<b>Contract Jobs Payroll:</b>	\$0
<b>Construction Jobs Payroll:</b>	\$2,619,785.00
<b>Total Estimated Payroll:</b>	\$30,731,785.00
<b>New payroll for current phase:</b>	\$0.00

## BUSINESS LEGAL STRUCTURE

Is this company an LLC?

Yes  No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

### LLC Members

Legal Name

## ESTIMATED BENEFIT

<b>Investment Amount:</b>	\$8,586,946.00
<b>x Assessment Percentage:</b>	0.15
<b>x Millage Rate:</b>	0.1177
<b>=Annual Exemption</b>	\$151,602.53
<b>Annual Exemption * 5 years at 80%</b>	\$606,410.13
<b>+ Annual Exemption * 5 years at 80%</b>	\$606,410.13
<b>=Estimated Ten Year Property Tax Exemption</b>	\$1,212,820.26

## FEE CALCULATION

<b>Estimated Ten Year Property Tax Exemption :</b>	\$1,212,820.26
<b>x Rate</b>	0.005
<b>= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)</b>	\$6,064.10
<b>Amount Paid:</b>	\$7,789.15
<b>Amount Due:</b>	\$0.00

**ATTACHMENTS**

Document Type	Document Name	Date
Notarized Affidavit	20161839 Contract Affidavit.pdf	11/27/2018
Other	2018 Proof of Millage.pdf	11/27/2018
Breakdown of Purchases	ITEBreakdownofPurchases - per Asset List - Purate.xlsx	11/27/2018
Signed Disclosure Authorization	20161839 signed disclosure authorization.pdf	11/27/2018
Baseline Calculation Worksheet	20161839 - Garyville Purate Unit ITE Employment Baseline Calculation Worksheet.pdf	8/27/2019

**PAYMENTS**

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$7,789.15	5/30/2018	18053056884972	

**PROJECT CONTACTS**

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
James	Kulesa	jpkulesa@nalco.com	Nalco Company	3628 Hwy 44 , Garyville, LA, 70051	(985) 535- 4109	Business
Bruce	Fatheree	bfatheree@dmains.com	DuCharme, McMillen & Associates	12710 Research Blvd. Suite 305, Austin, TX, 78759	(512) 335- 5900	Consultant
Judy	McNamara	judy.mcnamara@ecolab.com	Ecolab	1 Ecolab Place EGH-13 , St. Paul, MN, 55102	(651) 250- 4370	Business Signatory

**CONTRACT SIGNATORY**

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Senior Vice President - Tax

First Name: Judy

Last Name: McNamara

Email Address: judy.mcnamara@ecolab.com

### CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

### FORM SIGNATURE

I, **Judy McNamara**

, **approve the above information.**

A handwritten signature in blue ink that reads "Judy McNamara". The signature is written in a cursive style with a large initial "J" and "M".



# EXECUTIVE COMMITTEE



## AGENDA ITEM

**MEETING DATE:** October 30, 2019

**ITEM #:** 5

**TOPIC:** Mr. Felix Boughton – Discussion/Recommendation regarding ITEP Application Approval by the Board of Commerce and Industry (Marathon)

**BACKGROUND:**

**COST:**

**FUNDING SOURCE:**

**INFORMATION SOURCES:**

October 24, 2019

Mr. Patrick Sanders  
Attn: Stacey Waller, Secretary  
St. John the Baptist Parish School Board  
118 West 10<sup>th</sup> St.  
Reserve, LA 70084

RE: Marathon Petroleum Company LP  
Board of Commerce and Industry Approval Notice ("Notice")  
Tax Exemption Application #20180365-ITE- \$25,382,039.00

Dear Mr. Sanders:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Marathon Petroleum Company LP, attached hereto along with the corresponding Exhibit A, was approved by the Board on October 23, 2019. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng  
Program Administrator  
Industrial Tax Exemption Program  
(225) 342-2083  
Kristin.Cheng@la.gov

c: Assessor, St. John the Baptist Parish

# Industrial Tax Exemption Program Application - (Post Executive Order 2018)

**Project ID:** 20180365-ITE

**Date Received:** 6/27/2019

## PROJECT INFORMATION

**Company:** Marathon Petroleum Company LP  
**Project Name:** Polymer Grade Propylene Unit  
**Project Location:** 155 Sugarcane Road , Garyville, LA, 70051  
**Parish:** St. John the Baptist  
**City Limits?:** --

## COMPANY INFORMATION

**Product Manufactured:** Refined Petroleum Products  
**Manufacturing Process/Activities:** Petroleum Products Refining

## GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities?  Yes  No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

## PROJECT DETAILS

<b>NAICS:</b>	324110
<b>Project Type:</b>	Addition
<b>Date construction and/or installation started (Project Start Date):</b>	9/14/2018
<b>Date construction and/or installation was completed (Project End Date):</b>	4/15/2019
<b>Project Description:</b>	

This project resulted in the installation of a second propylene splitter tower and associated pumps, piping, and equipment. The propylene splitter provides for an increase in production of Polymer Grade Propylene. The increased production allows us to be better situated to meet customer demand for Polymer Grade Propylene.

## ESTIMATED INVESTMENTS

<b>Building &amp; Materials:</b>	\$0.00
<b>Machinery &amp; Equipment:</b>	\$1,839,209.00
<b>Labor &amp; Engineering:</b>	\$23,542,830.00
<b>Estimated Total Investment Amount:</b>	\$25,382,039.00
<b>Less: Restricted Amount:</b>	\$0
<b>Total Estimated Investments:</b>	\$25,382,039.00

## ESTIMATED JOBS

<b>New:</b>	1
<b>New Jobs for this phase:</b>	1
<b>Existing:</b>	1700
<b>Construction:</b>	147
<b>Total Estimated Jobs:</b>	1848
<b>Description of types of new or retained jobs (i.e. administrators, contractors, welders):</b>	Maintenance contractor to perform routine maintenance on new equipment

## ESTIMATED PAYROLL

<b>Existing:</b>	\$150,484,000.00
<b>Construction:</b>	\$9,788,000.00
<b>New:</b>	\$70,000.00
<b>New payroll for current phase:</b>	\$70,000.00
<b>Total Estimated Payroll:</b>	\$160,342,000.00

## PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1246

This is usually a whole number (i.e., 115.47 or 92.665). A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.

**Note:** Proof of the millage rate can be obtained from the parish assessor and **MUST** be uploaded in the Attachments section of this application.

## BUSINESS LEGAL STRUCTURE

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

### LLC Members

#### Legal Name

## ESTIMATED BENEFIT

<b>Investment Amount:</b>	\$25,382,039.00
<b>x Assessment Percentage:</b>	0.15
<b>x Millage Rate:</b>	0.1246
<b>=Annual Exemption</b>	\$474,466.46
<b>Annual Exemption * 5 years at 80%</b>	\$1,897,865.82
<b>+ Annual Exemption * 5 years at 80%</b>	\$1,897,865.82
<b>=Estimated Ten Year Property Tax Exemption</b>	\$3,795,731.64

## FEE CALCULATION

<b>Estimated Ten Year Property Tax Exemption :</b>	\$3,795,731.64
<b>x Rate</b>	0.005
<b>= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)</b>	\$15,000.00
<b>Amount Paid:</b>	\$15,000.00
<b>Amount Due:</b>	\$0.00

## ATTACHMENTS

Document Type	Document Name	Date
Other	Millage_2018.pdf	5/30/2019
Breakdown of Purchases	20180365 - Polymer Grade Propylene Unit - LED.xlsx	6/13/2019
Notarized Affidavit	20180365 - Polymer Grade Propylene Unit Contract Affidavit.pdf	6/14/2019
Breakdown of Purchases	20180365 - Polymer Grade Propylene Unit - LED v.2.xlsx	7/11/2019

## PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$15,000.00	6/27/2019	19062727858844	Credit Card

## PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Camille	Arend	cbarend@marathonpetroleum.com	Marathon Petroleum Company LP	539 S. Main St. , Findlay, OH, 45840	(419) 421-3759	Business
Lindsay	Simoneaux	lsimoneaux@marathonpetroleum.com	Marathon Petroleum Company LP	155 Sugarcane Road , Garyville, LA, 70051	(985) 535-7127	Business
Daniel	Wortmann	djwortmann@marathonpetroleum.com	Marathon Petroleum Company LP	155 Sugarcane Road , Garyville, LA, 70051	(985) 535-7114	Business Signatory

## CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the

board approves a form.

Title: Division Controller

First Name: Daniel J.

Last Name: Wortmann

Email Address: djwortmann@marathonpetroleum.com

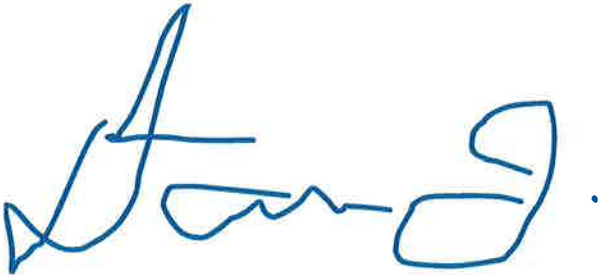
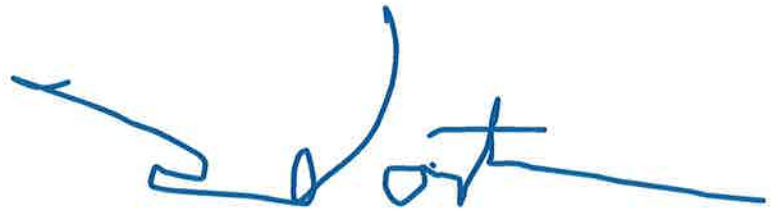
### CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

### FORM SIGNATURE

I, **Daniel J Wortmann**

, **approve the above information.**

A handwritten signature in blue ink, appearing to read "Daniel J. Wortmann".A second handwritten signature in blue ink, appearing to read "Daniel J. Wortmann".

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20180365)

RECEIVED  
OCT 14 2019  
BUSINESS INCENTIVES

**EXHIBIT "A"**

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

MARATHON PETROLEUM COMPANY LP



## **EXHIBIT "A" AGREEMENT**

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

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

MARATHON PETROLEUM COMPANY LP ("Company"), a limited partnership 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 has expanded its Manufacturing Establishment located in St. John the Baptist Parish with the installation of a second propylene splitter tower and associated pumps, piping, and equipment for an increase in production of Polymer Grade Propylene to better meet customer demand (the "Project"), and new direct jobs 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. John the Baptist Parish; 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 MARATHON PETROLEUM COMPANY LP, a non-Louisiana limited partnership 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.

**"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 and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

**"Exemption Period"** means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for 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.

**"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

- (7) domiciled in Louisiana within 60 days of employment; and 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 Department of Economic Development.

**"Legislature"** means the Legislature of the State of Louisiana.

**"Local Governmental Entities"** with regard to St. John the Baptist 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.

**"Project"** means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

**"Project Year"** means each twelve-month period, beginning on January 1 and ending on December 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 Department of 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 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 and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years 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 has expanded the Manufacturing Establishment and commenced Operation on or about April 15, 2019 as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$25,382,039.00 in Capital Expenditures and that the Project provided approximately 147 full time equivalent construction jobs as well as the creation of 1 Job by a Qualified Contractor, having an annual Payroll of at least \$70,000.00. 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 maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2020	1	\$70,000
2021	1	\$70,000
2022	1	\$70,000
2023	1	\$70,000

2024	1	\$70,000
2025	1	\$70,000
2026	1	\$70,000
2027	1	\$70,000
2028	1	\$70,000
2029	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 an 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 as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract 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 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 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 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 Exemption Period.

**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:**

Don Pierson, Secretary  
Louisiana Department of 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

**To the Company:**

Lindsay Simoneaux  
Marathon Petroleum Company LP  
155 Sugarcane Road  
Garyville, LA 70051  
985-535-7127

**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.

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

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1) Camille Arend  
Signature

Camille Arend  
Printed Name

(2) Jennifer Lenhart  
Signature

Jennifer Lenhart  
Printed Name

MARATHON PETROLEUM COMPANY LP

By: Tom Williams  
Signature

R. Tom Williams  
Printed Name

Title: Property Tax Manager

Date: 10/11/2019

WITNESSES:

LOUISIANA DEPARTMENT OF  
ECONOMIC DEVELOPMENT

(1) Frank Fumlers  
Signature

Frank Fumlers  
Printed Name

(2) Kristin Cheng  
Signature

Kristin Cheng  
Printed Name

By: [Signature]  
Don Pierson, Secretary or Anne Villa,  
Undersecretary

Date: 10-21-19

LED CONTRACT MONITOR

Hud Usic  
Signature

Hud Usic  
Printed Name

EXHIBIT 1


**APPOINTMENT OF TAX AGENTS**

I, D. Rick Linhardt, Vice President, Tax, having been duly appointed by Marathon Petroleum Company LP, E.I.N. #31-1537655, a Delaware limited partnership, as attorney-in-fact with full power of substitution to represent Marathon Petroleum Company LP in all tax matters pertaining to it, do hereby designate and appoint the persons named below to act as tax agents for the purpose of signing tax returns (not requiring the signature of an officer of the company), authorizing the payment of taxes and preparing all pertinent correspondence on behalf of Marathon Petroleum Company LP and its subsidiaries according to assigned areas of responsibility. This Appointment of Tax Agents is effective as of September 9, 2019 and shall remain in force until amended or revoked.

**Tax Agents**

A. C. Ahmad	C. B. Arend	K. J. Benschoter	M. A. Bradley
N. M. Busey	K. S. Crowl	B. A. Davis	A. N. Fritz
C. A. Gillum	K. W. Hoepf	C. D. Hoyng	B. J. Hull
S. M. Krzyzak	M. J. Laudick	J. D. Lenhart	J. L. Linthacum
G. L. Mimbs	P. M. Ricker	B. E. Ritter	A.R. Schnipke
J. L. Schroeder	K. A. Smoktonowicz	B. A. Teatsorth	B. A. Thomas
J. B. Weiss	R. T. Williams		

9/14/2019  
Date

  
\_\_\_\_\_  
D. Rick Linhardt  
Vice President, Tax  
Marathon Petroleum Company LP

**EXHIBIT 2**

**CERTIFICATION OF COMPLIANCE**

**Contract Number for the Project:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Project Physical Address:** \_\_\_\_\_

1. Operation of the assets related to this project/phase:
- Commenced, as of date \_\_\_\_\_ and continues to date.
  - Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Capital Expenditures made as of \_\_\_\_\_ (Date) : Amount \_\_\_\_\_.

3. Required Annual Jobs: \_\_\_\_\_

4. Required Annual Payroll: \_\_\_\_\_

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?  
Yes  No

6. Are any Jobs at the Manufacturing Establishment attributable to:

- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes  No
- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes  No
- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes  No

If the answer to 6.c. is "No", please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. 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.

**CONTACT TYPE (circle one):**      Business     Consultant     Other

**Contact Person:**

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

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

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

**Mailing Address 2:** \_\_\_\_\_

**Phone Number (Include extension):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**CERTIFICATION**

**(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)**

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date