

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification #'s 20190259 and 20190323)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

GMel, LLC

and

PRATT (DELTA CONTAINER), INC.

EXHIBIT "A" AGREEMENT

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

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

GMel, LLC, a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer; and

Pratt (Delta Container), Inc. ("Company"), a Delaware corporation 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". "GMel, LLC" and "Company" are collectively referred to as "Applicants")

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, GMel, LLC intends to construct and develop a 100,000 square foot manufacturing building essential to the Company for the new Manufacturing Establishment located in Tangipahoa Parish for manufacturing corrugated packaging (the "Project"), and Company has provided a compelling reason for the retention of jobs and payroll by the Company at the Manufacturing Establishment as hereinafter provided as a result of the Applicants' investment in the Project; and

WHEREAS, GMel, LLC and Company have each 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 Tangipahoa Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to 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 Contracts for the Project and shall include the number of jobs and payroll to be 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 Pratt (Delta Container), Inc., Delaware corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means Company and any business entity that controls or is controlled by Company or by another business entity that controls Company, including a parent or subsidiary of Company, or another subsidiary of a parent of 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 maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01.

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company and/or GMel, LLC to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

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

"Exemption Contract(s)" means the contract(s) entered into by the Board and the Company as well as the Board and GMel, LLC, 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), with each Exemption Period beginning on 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) retained;
- (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) except for those jobs being relocated from the Company's New Orleans facility to the Manufacturing Establishment prior to the end of the first Project Year, 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 neutral job count 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 neutral job count 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 Tangipahoa 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 applications 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 GMel and Company's 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 Applicants’ Authority

A duly executed resolution or other evidence of the authority of the Applicants 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 Applicants, certified by the secretary or other authorized representative of the Applicants, is attached hereto as Exhibit 1 or Exhibits 1-A and 1-B if separate resolutions or other evidence of such authority are needed for each of the Applicants.

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 and GMel, LLC'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 and GMel, LLC 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 as well as the Board and GMel, LLC upon approval by the Governor.

(C) LED will make the following recommendation to the Board for the Company and GMel, LLC, subject to the Company and GMel, LLC'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 GMel, LLC or 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 GMel, LLC and 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 and GMel, LLC have proceeded to establish the Manufacturing Establishment and Company shall commence Operation by August 31, 2020 as described in the ITEP applications filed for this Project. During the construction period, GMel, LLC projects that it will expend approximately \$2,500,000.00 in Capital Expenditures and Company projects that it will expend approximately \$4,749,581.00 in Capital Expenditures and it is further anticipated that the Project could provide approximately 5 full time equivalent construction jobs as well as the retention of Jobs, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company shall maintain Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2021	51	\$2,994,786
2022	51	\$2,994,786
2023	51	\$2,994,786
2024	51	\$2,994,786
2025	51	\$2,994,786
2026	51	\$2,994,786
2027	51	\$2,994,786
2028	51	\$2,994,786
2029	51	\$2,994,786
2030	51	\$2,994,786

(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 and GMel, LLC agree 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 or GMel, LLC in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company and GMel, LLC are relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon the Applicants.

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

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, GMel, LLC or substantially all of their assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(4) Failure to satisfy 100% 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, GMel, LLC 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 GMel, LLC or both or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

Alternatively, the Local Governmental Entities and the Company and/or GMel, LLC may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company and/or GMel, LLC shall pay a Default Payment is actually made to each of the Local Governmental Entities in an amount agreeable to the Local Governmental Entities and the Company and/or GMel, LLC, in which case the terms of the Exemption Contract(s) shall remain the same.

(C) Renewal Consideration. Upon Company and GMel, LLC'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, GMel, LLC, 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 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 or GMel, LLC of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

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

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company and GMel, LLC agree 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 and GMel, LLC agree 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)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Consultant for both Company and GMel, LLC:

Rcuben Rangel
Advantous Consulting, L.L.C.
9270 Siegen Lane
Baton Rouge, LA 70810
led@advantous.com

(225) 769-1818

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.

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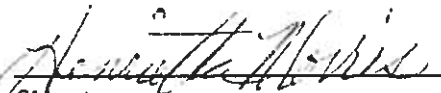
IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:



Signature

Patricia Showalter



Signature

Henrietta Morris

PRATT (DELTA CONTAINER), INC.

By: 

Signature

Douglas R. Balyeat
Vice President and General Counsel

Date: October 22, 2020

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) Farrist Laciwa
Signature

Farrist Laciwa
Printed Name

(2) Barbara Rinchen
Signature

Barbara Rinchen
Printed Name

GMel, LLC
By: [Signature]
Signature

Steve Hoover
Printed Name

Title: Owner

Date: 10/21/20

WITNESSES:

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

(1) Hud Usie
Signature

Hud Usie
Printed Name

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

Date: 10-26-2020

(2) Frank Favara
Signature

Frank Favara
Printed Name

LED CONTRACT MONITOR
[Signature]
Signature

Kristin Cheng
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

EXHIBIT 1

(Company Authorizing Resolution)

WHEREAS, the Directors have determined that it is in the best interest of the Company and its shareholder that the Company enter into that certain Contract for Exemption of Ad Valorem Taxes by and among Louisiana Department of Economic Development, GMel, LLC and the Company (the "Contract") and the ancillary documents required thereunder (the Contract and the ancillary documents, the "Transaction Documents"); and

WHEREAS, copies of the Transaction Documents have heretofore been presented to the Directors;

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to enter into and perform its obligations under the Transaction Documents;

FURTHER RESOLVED, that each of the president, any vice-president, or the chief financial officer, of the Company is authorized and directed, on behalf of and in the name of the Company, to enter into, execute and deliver the Transaction Documents in substantially the form presented to the member of the board, with such changes, amendments and modifications therein, if any, as the officer executing the same shall authorize and approve, such authorization and approval to be conclusively evidenced by the execution and delivery of the Transaction Documents in final form;

FURTHER RESOLVED, that each of the corporate officers of the Company is hereby authorized, empowered and directed to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further documents, certificates and instruments in the name and on behalf of the Company as such officer deems necessary, desirable or advisable to carry out fully the intent of the foregoing resolutions, such determination to be conclusively evidenced by the taking of such actions or the execution and delivery of any such further documents;

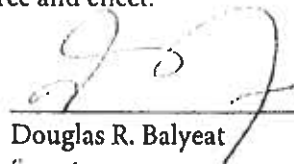
FURTHER RESOLVED, that any and all actions heretofore or hereafter taken and any and all documents, certificates or instruments (however characterized or described) heretofore or hereafter executed and delivered or filed and recorded, as the case may be, on behalf of the Company, by the corporate officers of the Company, and others acting on the Company's behalf pursuant to authority granted to them by the Directors or by the corporate officers of the Company, in order to carry into effect the purposes and intent of the foregoing resolutions are hereby ratified, confirmed, adopted and approved in all respects;

FURTHER, RESOLVED, that any officer of the Company is hereby authorized to certify true copies of the foregoing resolutions and each of the agreements, instruments and other documents hereby approved, as well as

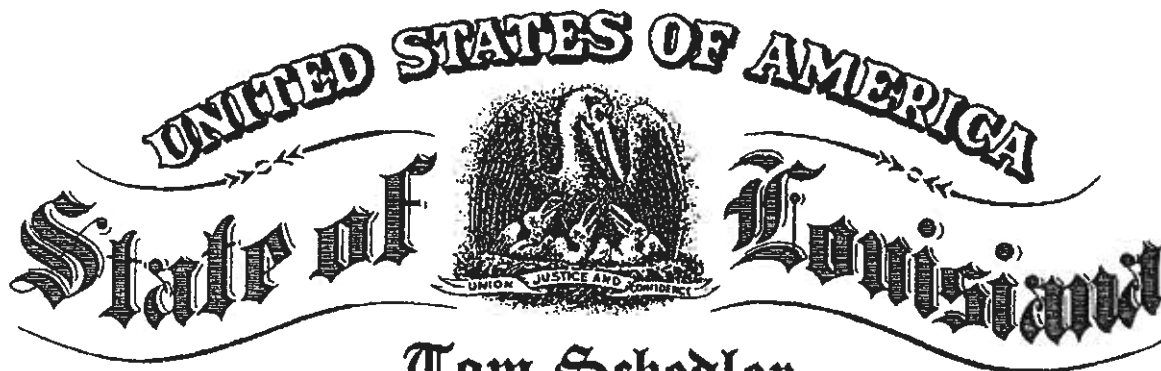
any other documents and papers which may from time to time be necessary or appropriate to be delivered in connection with the transactions contemplated hereby, and to attest signatures of any officer of the Company executing and delivering the same; and

FURTHER RESOLVED, that any and all actions heretofore taken by an officer of the Company in connection with the above-described acquisitions are hereby ratified and approved.

I, Douglas R. Balyeat, Secretary of Pratt (Delta Container), Inc., hereby certify that the above and foregoing resolutions were duly adopted by unanimous consent of the Board of Directors of Pratt (Delta Container), Inc., the the resolutions have not been changed or amended, and that the resolutions are still in full force and effect.



Douglas R. Balyeat
Secretary



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

GMEL, LLC

Domiciled at HAMMOND, LOUISIANA,

Was filed and recorded in this Office on July 21, 2016,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 21, 2016

Secretary of State

WEB 42336454K



Certificate ID: 10731864#6QK73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



July 21, 2016

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of GMEL, LLC was received and filed on July 21, 2016.

WEB 42336454K

STATE OF LOUISIANA
ARTICLES OF ORGANIZATION (R.S. 12:1301)

1.The name of this limited liability company is:
GMEL, LLC

2.This company is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY
COMPANIES MAY BE FORMED

3.The duration of this limited liability company is: (may be perpetual):
PERPETUAL

4.Other provisions:

**The filing of a false public record, with the knowledge of its falsity, is a
crime, subjecting the filer to fine or imprisonment or both under R.S.
14:133.**

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE
ORGANIZER.

ELECTRONIC SIGNATURE: FRANK CALI (7/21/2016)

TITLE: MEMBER

LIMITED LIABILITY COMPANY INITIAL REPORT (R.S. 12:1305 (E))

1.The name of this limited liability company is:
GMEL, LLC

**2.The location and municipal address (not a P.O. Box only) of this
limited liability company's registered office:**

1518 MARTENS DR
HAMMOND, LA 70401

3.Mailing Address:
1518 MARTENS DR.
HAMMOND, LA 70401

**4.The full name and municipal address (not a P.O. Box only) of each of
this limited liability company's registered agent(s) is/are:**

FRANK CALI
1518 MARTENS DR
HAMMOND, LA 70401

**5.The name and municipal address (not a P.O. Box only) of the
managers or members:**

AFTER FIVE INVESTMENT GROUP, LLC (MANAGER, MEMBER)
1518 MARTENS DR
HAMMOND, LA 70401

FIFA PROPERTIES, LLC (MEMBER)
1518 MARTENS DR.

HAMMOND, LA 70401

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.

ELECTRONIC SIGNATURE: FRANK CALI (7/21/2016)

TITLE: MEMBER

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 42336454K

Charter Name: GMEL, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
07/21/2016	FRANK CALI	FRANK CALI

**OPERATING AGREEMENT FOR
GMEL, LLC**

1. MEMBERS OWNERSHIP

<u>NAME:</u>	<u>% OWNERSHIP:</u>
After Five Investment Group, L.L.C.	Ninety Percent (90%)
FIFA Properties, L.L.C.	Ten Percent (10%)
TOTAL:	100%

2. **PROFIT & LOSES:** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to their interest.
3. **NO RIGHT TO DEMAND RETURN OF CAPITAL:** No Member has any right to any return of capital or other distribution except as expressly provided in the operating agreement.
4. **EXCEPT** as otherwise provided in the Agreement, all decision and documents relating to the management and operation of the Company shall be made and executed by a the Company's Manager(s). The Manager(s) shall have full authority to make all decisions pertaining to the day to day business affairs of the company, including the signing of tax returns, checks, etc. and, including, but not limited to the following authority:
- (a) To purchase, sell, lease, execute and deliver deeds of conveyance, and/or exchange any and all property belong to this company in the State of Louisiana, upon such terms and conditions as they may deem proper, whether cash or credit, and to receive and receipt for the purchase price thereof, and to execute any and all acts necessary in connection with said sales, conveyances, or exchanges, whether cash or credit, for this company on such terms and conditions as After Five Investment Group, L.L.C., its manager, in its sole discretion, acting alone, deems advisable; and
 - (b) To execute on behalf of this company any credit deed or mortgage upon any and all property of the company, and/or arrange for the extension or renewal of any indebtedness due by this company, and/or utilize the assets of this company, and/or utilize the assets of this company as security to induce any creditors or lenders to make such loans in such amounts and upon such terms and conditions as he may deem proper, and to receive and receipt for the proceeds of said mortgages, hereby further authorizing After Five Investment Group, L.L.C. to confess judgment for the full amount of said mortgages with principal, interest, attorney's fees and costs, to agree to executory process in connection with the foreclosure of said mortgages, to waive the benefit of appraisalment and to agree to the usual and customary security

provisions in connection therewith; further, to execute any promissory notes and other instruments in connection with the said mortgages, said authority including the granting of a vendor's lien and mortgage to secure the credit portion of a purchase; further, to execute partial releases on such terms After Five Investment Group, L.L.C. deems advisable.

The Members hereby designate After Five Investment Group, L.L.C. as the initial Manager who shall serve in this position until such time as any of the Members propose that another Manager(s) be appointed. At such time, the Members shall unanimously agree on the replacement Manager(s).

5. **CAPITAL ACCOUNTS:** The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principals.
6. **BANKING:** All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority Interest of the Members.
7. **SALE OR ENCUMBRANCE PROHIBITED:** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined by their respective interest in the LLC.
8. **RIGHT OF FIRST REFUSAL:** Notwithstanding Section 7, a Member may transfer all or any part of the Member's interest in the Company as follows:
 - a. The Member desiring to transfer their interest in the Company must provide written notice to the other Members, specifying the price and terms on which the Member is prepared to sell their interest.
 - b. For a period of 30 days after receipt of the Notice, the members may acquire all, but not less than all, of the interest at the price and under the terms specified in the offer. If the other Members desiring to acquire the interest cannot agree among themselves on the allocation of the interest among them, the allocation will be proportional to the Ownership interest of those Members desiring to acquire the interest.
 - c. Closing of the sale of the interest will occur as stated in the offer, provided, however, that the closing will not be less than 45 days after expiration of the 30 day notice period.
9. **DECISIONS BY MEMBERS:** Whenever in this Agreement reference is made to the decisions, consent, approval, judgment, or action of the Members, unless otherwise

expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of Members determined by their percentage interest.

10. SALARY: No salary will be paid to a Member(s) or Manager(s) for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a unanimous vote of the members.
11. LEGAL AND ACCOUNTING SERVICES: The Company will obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.
12. UNSETTLED DISPUTES: All unsettled disputes must be submitted to arbitration prior to the commencement of any lawsuit by the Members.
13. ATTORNEY FEES: In the event of any suit, arbitration, or action to enforce or interpret any provision of this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration. The determination of who is the prevailing party will be decided by arbitration and/or the court(s), including any appellate courts, in which the matter is tried, heard or decided.
14. NOTICES: All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.
15. THIS AGREEMENT WILL BECOME EFFECTIVE WHEN APPROVED BY A MAJORITY OF THE INTEREST OF THE MEMBERS.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of this _____ day of _____, 2016.

MEMBERS:

AFTER FIVE INVESTMENT GROUP, L.L.C.,

FIFA PROPERTIES, L.L.C.,


BY: STEVEN P. HOOVER


BY: FRANK CALI

BRIDGET R. HEBERT
BAR ROLL NO. 29243

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 _____: Amount _____
(Date)

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