

**AMENDMENT 1
OF GRANT CONTRACT 73151**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Company Name. All references to "Firestone Building Products Company, LLC" shall be deleted and replaced with "Holcim Solutions and Products US, LLC fka Firestone Building Products, LLC."

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

**THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER

DATE

STATE OF TENNESSEE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
FASTTRACK ECONOMIC DEVELOPMENT PROGRAM
AMENDMENT TO THE ACCOUNTABILITY AGREEMENT

This Amendment to the Accountability Agreement (this “Amendment”) is made and entered into as of the last date of all signatures below (“Effective Date”) by and among the Tennessee Department of Economic and Community Development, a department of the State of Tennessee (the “State”), The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (the “Development Authority”), and Holcim Solutions and Products US, LLC fka Firestone Building Products, LLC (the “Company”) (the State, the Development Authority, and the Company, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Accountability Agreement, dated as of December 3, 2021 (the “Original Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein in order to amend the Company’s legal entity name and to amend Section 4.1 Baseline Report;

WHEREAS, one of the economic development incentives offered by the State under the Original Agreement was an award from the FastTrack Economic Development Program (“FEDP”) and the State has provided an incentives award (the “Award”) under the FEDP to the Development Authority for the project summarized in Section 1.2 of the Original Agreement (the “Project”);

WHEREAS, the Development Authority, in accordance with its statutory purposes, utilized the Award to participate in the Project to assist the Company;

WHEREAS, on or about October 1, 2022, the Company underwent a corporate name change from Firestone Building Products, LLC to Holcim Solutions and Products US, LLC;

WHEREAS, in consideration for the Award, the Company committed to maintain the number of jobs noted in Section 2.1 of the Original Agreement;

Now, therefore, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. All terms and provisions of the Original Agreement which are inconsistent with the provisions of this Amendment are hereby modified and amended to conform hereto; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Original Agreement.
2. All references in the Original Agreement to “Firestone Building Products Company, LLC” shall be deleted and replaced with “Holcim Solutions and Products US, LLC.”
3. Section 4.1 of the Original Agreement is deleted and replaced as follows:
 - 4.1 Baseline Report. On or before the 60th day following the Effective Date (or such later date as shall have been approved by the State), the Company shall deliver to the State a report substantially similar to Exhibit B (the “Baseline Report”) that provides the number of the Company’s Jobs existing as of the Start Date; provided that, notwithstanding the provisions of Section 1.18 that limit the definition of a Job to positions that are created and filled between the Start Date and the End Date, for purposes of establishing the number of Jobs as of the Start Date, persons employed prior to the Start Date and who otherwise meet the definition of a Job will be included in the calculation of the number of Jobs as of the Start Date (“Baseline Jobs”). The Baseline Report must be accompanied by back-up data in the form of a headcount listing of all Baseline Jobs at the Facility as of the Start Date. Back-up data shall provide reasonable assurance that information provided to the State pursuant to this Agreement is true and correct in all material respects.
4. Exhibit B of the Original Agreement is deleted and replaced with the new Exhibit B attached hereto.
5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Tennessee. The Company agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Company acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
6. Exhibits. The Exhibits and Attachment hereto attached will be construed to be a part of this Amendment by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit and Attachment were set forth in full and at length every time it is referred to or otherwise mentioned.

7. Authorized Signatures. Each of the individuals executing this Amendment represents that they are authorized to execute this Amendment on behalf of their respective entities.

8. Notice. All instructions, notices, consents, demands, or other communications required or contemplated by this Amendment shall be in writing and shall be made via email or first-class U.S. mail. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party or address as may be hereafter specified by written notice.

The State:

Tennessee Department of Economic and Community Development
Attn: General Counsel
312 Rosa L. Parks Ave., 27th Floor
Nashville, Tennessee 37243
ECD.Legal@tn.gov
615-741-1888

Nigel Hodge, Chair
The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County
Metropolitan Courthouse, Suite 108
Nashville, TN 37201
Courtney.pogue@nashville.gov
Phone: 615-862-6021

With a Copy to:

Department of Law
Metropolitan Courthouse, Suite 108
P.O. Box 196300
Nashville, TN 37219

The Company:

Executive HR Director
c/o Dakota Galban
Holcim Solutions and Products US, LLC
26 Century Blvd., Suite ST205
Nashville, TN 37214
Email: Dakota.galban@holcim.com

With a Copy to:

Sandi Pack
General Counsel and Corporate Secretary
Holcim Solutions and Products US, LLC
26 Century Blvd., Suite ST205
Nashville, TN 37214
Sandi.Pack@holcim.com

With a Copy to:

Ganesh Nayakwadi
Chief Financial Officer
Holcim Solutions and Products US, LLC
26 Century Blvd., Suite ST205
Nashville, TN 37214

9. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

10. Amendment and Modification. This Amendment may be modified or amended only by a written document signed by each party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their signatures the day and year first written above.

Tennessee Department of Economic and Community Development

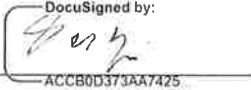
By: _____

Name: _____

Title: _____

Date: _____

Holcim Solutions and Products US, LLC

By:  _____

Name: Ganesh Nayakwadi

Title: Chief Financial Officer
3/3/2023

Date: _____

The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Original Agreement

EXHIBIT B

Baseline Report

Start Date: June 1, 2021	Baseline Jobs
Holcim Solutions and Products US, LLC	

Back-up data as described in Section 4.1. must be submitted by the Company on or before the 60th day following the Effective Date of this Agreement. The Company understands and agrees that the information provided in this Baseline Report will be used to determine the number of Net New Jobs.

Holcim Solutions and Products US, LLC

By: _____

Title: _____

Date: _____