

**CLARK BEVERAGE GROUP, INC.
AGREEMENT TO PAY A FEE
IN LIEU OF AD VALOREM TAXES**

This Agreement To Make Payments in Lieu of Ad Valorem Taxes (this “Agreement”) is made and entered into effective as of the ____ day of _____, 2024 (the “Effective Date”), by and among: Madison County, Mississippi (the “County”), acting by and through the County Board of Supervisors (the “Board”); the County Tax Assessor (the “Tax Assessor”) and the County (the “Tax Collector”) ((the County, the Tax Assessor and the Tax Collector being collectively the “Taxing Authorities”); and Clark Beverage Group, Inc., a Mississippi corporation (the “Company”), duly qualified to conduct business in the State of Mississippi, and all successors and assigns thereof (the “Company”) (each of the foregoing being a “Party” and all being collectively the “Parties”). The Mississippi Development Authority (“MDA”) joins this agreement through its execution of the Certificate of Final Approval attached as **Exhibit “A”** for the purposes stated in said Certificate.

RECITALS:

1. WHEREAS, the Company has been seeking a desirable location to construct, equip and operate a new automated warehouse and distribution facility and related facilities (the “Project,” as more specifically defined herein);
2. WHEREAS, the Project is expected to create 300 new Jobs in the County, and is also anticipated to result in a Capital Investment of \$100 million in the County;
3. WHEREAS, in recognition of the benefits of the Project to the County and State of Mississippi (the “State”), the County has made certain inducement proposals to encourage the Company to locate the Project within the County, including the grant to the Project by the Board of a Fee-in-Lieu abatement of ad valorem taxation and the commitment to grant a free port warehouse license and the associated exemption from ad valorem taxation authorized by MCA § 27-31-51 *et seq.*;
4. WHEREAS, as a result of the Company's location of the Project in the County, the County and its citizens will benefit from a significant enhancement to the local ad valorem tax base and an annual source of new ad valorem tax and/or fee-in-lieu of ad valorem tax revenues, as well the creation of a substantial number of new jobs in the County, over the life of the Project;
5. WHEREAS, pursuant to MCA § 27-31-104, the Mississippi Legislature has authorized the Board to approve and enter into an agreement with a “new enterprise,” as such term is defined in MCA § 27-31-101, and pursuant to such agreement, grant or otherwise approve a fee-in-lieu of ad valorem taxes, including ad valorem taxes levied for school purposes, for projects with a capital investment totaling over Sixty Million Dollars (\$60,000,000.00), subject to the conditions and limitations prescribed by applicable State law and any other terms and conditions set forth in said agreement, which, in the discretion of the Board, shall protect and safeguard the interests of the County and its citizens;
6. WHEREAS, because the Project will principally comprise a new warehouse and distribution facility, the Project and the Company constitute a “new enterprise” as enumerated by MCA §§ 27-31-101(3)(a)(i) and 27-31-104(1)(i);

7. WHEREAS, the Company's Capital Investment (as defined herein) in the Project will exceed the minimum investment required by MCA § 27-31-104 for the grant of a fee-in-lieu of ad valorem taxes;

8. WHEREAS, the County acknowledges that the Company would not have pursued development of the Project in the County without the benefits made available by State law and this Agreement, and desires to encourage the Company to locate the Project in the County for the benefit of its citizens, and the County and Company each acknowledge that the agreements contained herein constitute significant inducements to the Company, which it has relied upon in making its decision to locate the Project in the County;

9. WHEREAS, the County has negotiated with the Company for a fee-in-lieu abatement for the Project and for the payment of a fee-in-lieu of ad valorem taxes, including taxes levied for school purposes, in accordance with MCA § 27-31-104 and/or -105(2), as applicable, and subject to the terms and conditions of this Agreement; and

10. WHEREAS, the Parties desire to memorialize their understandings herein and intend that this Agreement will constitute their binding and definite agreement concerning the grant of the Fee-in-Lieu tax abatement negotiated among the Parties and the Company's resulting obligation to make fee-in-lieu payments, as well the County's commitment to grant a free port warehouse license and the associated exemption from ad valorem taxes as authorized by MCA § 27-31-51 *et seq.*

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration each to the other given and intending that the obligations set forth herein are valid and legal obligations of each Party, the Parties mutually agree as follows:

SECTION 1. Definitions; Terminology of Agreement. For purposes of this Agreement, the following terms have the following meanings.

1.1. "Additional Participant" means any Affiliate or any other Person, which is disclosed to the County and the Tax Assessor in accordance with Section 11 hereof, owning or having an interest in any Co-Located Property that is subject to appraisal by the Tax Assessor or is otherwise subject to ad valorem taxation.

1.2. "Affiliate" means any Person which Controls, is Controlled by, or is under common Control with the Company; provided that this definition shall specifically include CC. Clark, Inc., a Mississippi corporation.

1.3. "Agreement" has the meaning ascribed to such term in the Preamble hereof.

1.4. "Applicable Accounting Rules" means, with respect to any FIL Participant, the accounting principles generally recognized as applicable to such FIL Participant and the business thereof, and pursuant to which such FIL Participant regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards.

1.5. “Assessment Year” means the calendar year beginning on the First Assessment Date and each succeeding calendar year during the FIL Term.

1.6. “Board” has the meaning ascribed to such term in the Preamble hereof.

1.7. “Certificate of Investment” means a certificate of the Company attesting to the amount of Capital Investment which has been made.

1.8. “Capital Investment” means any expenditures by the Company or any other FIL Participant for the Project from any source or combination of sources, specifically including any expenditures for any Property which may be capitalized under Applicable Accounting Rules, whether or not the Company or such other FIL Participant, as applicable, elects to capitalize the same, as reflected in the financial statements of the Company or such other FIL Participant, as applicable, including, without limitation: (a) all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, land and other real property interests, any buildings and other real property improvements, fixtures, equipment (such as racks, automation systems, shelving systems, storage systems, pallets, tugs, yard trucks, fork trucks and similar fixtures and equipment used in a regional distribution center), machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs, wetland mitigation costs, environmental mitigation costs, permitting costs, and any other costs associated with the foregoing that may be capitalized under Applicable Accounting Rules, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing and payments to utilities to fund infrastructure and upgrades required by the Project, whether located in the Project Site or elsewhere, even if such improvements are not owned by or taxable to the Person making the contribution; and (b) all contributions, if any, to any utility provider which are utilized thereby to acquire, install and/or construct any utility-related infrastructure in the County required or desirable for the Project, even if such infrastructure will not be owned by the Company; and (c) the capitalizable cost of Leasehold Interests. For avoidance of doubt, Capital Investment is defined and used in this Agreement for the purposes of determining compliance with the minimum capital investment requirement of MCA § 27-31-104 and the term “Minimum Capital Investment” as used herein, and shall not govern the determination of or value of any Property for purposes of determining Taxes Otherwise Payable for the Company or any other FIL Participant, which shall be determined in accordance with and governed by state ad valorem tax laws.

1.9. “Co-Located Property” means Property located at the Project Site, which is owned by or is taxable to any Person other than the Company, and which is used in, necessary for or otherwise related to the establishment or operation of the Project. Co-located Property does not include the taxable any interests of a Lessor that are subject to appraisal by the Tax Assessor or are otherwise subject to ad valorem taxation, but does include the any taxable interests of an Additional Participant, as lessee, sublessee or licensee of Leasehold Interests, that are subject to appraisal by the Tax Assessor or is otherwise subject to ad valorem taxation.

1.10. “College School District” means the Mississippi community college in whose district the Project is located and is entitled to receive Taxes Otherwise Payable.

1.11. “Commercial Operation Date” or “COD” means the date upon which the principal building housing the Project has been completed and the automation contractor has installed and tested sufficient automation equipment at the Project Site such that the Company has begun the regular shipment of

warehoused goods invoiced for sale to wholesale customers, exclusive of receipt, retrieval, storage, packaging, loading and shipment of goods associated with testing or trials of equipment or processes.

1.12. "Company" has the meaning ascribed to such term in the Preamble hereof.

1.13. "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

1.14. "County" has the meaning ascribed to such term in the Preamble hereof.

1.15. "County Share" has the meaning ascribed to such term in Section 8.2 hereof.

1.16. "Effective Date" has the meaning ascribed to such term in the Preamble hereof.

1.17. "Fee-in-Lieu" or "FIL" means that tax abatement provided for in MCA § 27-31-104.

1.18. "FIL Amount" means the Fee-in-Lieu payment obligation of the Company and of each other FIL Participant for a particular Assessment Year as required by MCA § 27-31-104 and in the amount or amounts set forth in this Agreement.

1.19. "FIL Payment" means the payment by the Company of each annual FIL Amount made in lieu of all Taxes Otherwise Payable by the Company in accordance herewith. If any other FIL Participant's Property becomes subject to the Fee-in-Lieu granted herein pursuant to Section 13.1, the term FIL Payment shall also refer to the payment by each such other FIL Participant, as applicable, of each annual FIL Amount owed by such FIL Participant.

1.20. "FIL Participant" means the Company, together with any Lessor and any Additional Participant that has become or becomes subject to the Fee-in-Lieu granted by this Agreement in accordance with Section 11 hereof.

1.21. "FIL Term" means the number of Assessment Years of the Fee-in-Lieu abatement granted herein.

1.22. "First Assessment Date" has the meaning ascribed to such term in Section 6.

1.23. "Force Majeure Event" has the meaning ascribed to such term in Section 13.5.

1.24. "Free Port Warehouse Exemption" shall have the meaning set forth in Section 12.1.

1.25. "Full-Time Job" shall mean a job (a) that offers a minimum of 1,820 hours of an employee's time per year (i.e., 35 hours per week on average) for an entire normal work year of the qualified business or industry's operations or a job, and is compensated based on 1,820 hours for such annual period (including in each case an employee who, after hiring, elects to take unpaid time off or are on short term or long term disability); (b) for which the principal site of employment of the employee holding such job must be at the Project Site, or with respect to including employees who are merchandisers, sales representatives and/or drivers, those employees whose are based out of and dispatched from, the Project; and (c) for which the employee holding such job is either (i) a direct

employee of the Company or an Affiliate, (ii) an individual employed in a co-employment relationship on a contractual basis through a third party contracting service such as a professional employer organization, provided that the Company directs the substantive job functions of the employee, or (iii) an individual who is an independent contractor or an employee of an independent contractor, provided that the independent contractor or employee is primarily performing services within the scope set forth in the Company's contract work with the independent contractor. For a job to qualify as a "Full-Time Job", the employer must also maintain and make available to the Mississippi Department of Employment Security its employment records to verify employment data. Specifically excluded from subcategories (c)(ii) and (c)(iii) above are janitorial, security or grounds maintenance services. Employees within subcategories (c)(ii) and (c)(iii) above must be assigned on a full-time basis to Project activities based at the Project Site, each employer must maintain and make available its employment records as required by the MDES to verify such employment data, and the Company will be responsible for reporting as provided in this Agreement.

1.26. "Investment Commitment" has the meaning ascribed to such term in Section 13((a)(i)).

1.27. "Jobs Commitment" shall have the meaning ascribed to such term in Section 13((a)(ii) hereof.

1.28. "K-12 School District" means the public school district, excluding the College School District, in which the Project is located and which is or becomes entitled to receive Taxes Otherwise Payable.

1.29. "Leasehold Interests" means the interests of Persons other than the Company or any Additional Participant, together with the interests of the Company or such Additional Participant, in Property which is leased, subleased, or licensed to be used in connection with or which is necessary for or are otherwise related to the establishment or operation of the Project at the Project Site, including without limitation: (a) Property leased by the Company or an Additional Participant under a capital lease or other type of financing lease; (b) the cost of leasehold interests which could be capitalized on the financial statements of the Company or an Additional Participant, if the investment had been made by the Company or such Additional Participant; and (c) real property leased to the Company as part of the Project Site.

1.30. "Lessor" means a Person, other than the Company or any Additional Participant, which is the lessor, sublessor or licensor of Leasehold Interests, and which is disclosed to the Taxing Authorities in accordance with Section 11 hereof.

1.31. "Local Authority" means the County.

1.32. "MCA § _____" means a section of the Mississippi Code of 1972, as amended.

1.33. "MDA" has the meaning ascribed to such term in the Preamble hereof.

1.34. "Minimum Capital Investment" means the Capital Investment by the Company in the Project, together with any Capital Investment by any other FIL Participant in the Project, that, in the aggregate, is in excess of Sixty Million Dollars (\$60,000,000) as required by MCA § 27-31-104(a). For determination of the Minimum Capital Investment, the value of Leasehold Interests includes without limitation: (a) property leased by the Company under a capital lease or other type of financing lease; and (b) the cost of leasehold interests which could be capitalized on the Company's financial statements if the

investment had been made by the Company, such as interests in a sale-leaseback and similar financial lease transactions.

1.35. “Party” and “Parties” have the respective meanings ascribed to such terms in the Preamble hereof.

1.36. “Permanent Facility Closure” means any permanent cessation of commercial operations of the Project (i.e., canned and/or bottled beverage products permanently cease to be manufactured and warehoused on, and distributed from, the Project Site), which shall be evidenced by either (a) any decision by the Company to cease such commercial operations thereon permanently, or (b) any actual cessation of such commercial operations for twelve (12) or more consecutive months other than as a result of (i) a casualty loss event; provided that the Company makes reasonable efforts thereafter to repair and/or rebuild damaged portions of the Project and/or recommence Project operations; or (ii) any other Force Majeure Event.

1.37. “Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.38. “Project” means all Property comprising a new warehousing and distribution facility or facilities constructed, equipped and operated at the Project Site, together with all Property acquired, developed, constructed, equipped, operated and/or maintained, including buildings and other real property improvements, machinery, equipment and other personal property placed on, the Project Site on or prior to the Effective Date hereof, at any time thereafter and during the FIL Term.

1.39. “Project Site” means the real property described in **Exhibit “C”** attached hereto.

1.40. “Property” means shall mean all property interests, including the real property such as the Project Site, real property interests such as easements, real property improvements, and personal property, which would otherwise be subject to ad valorem taxation to the Company or any other FIL Participant in the County but for this Agreement and which are used in, necessary for or related to the establishment or operation of the Project at the Project Site, including buildings, fencing, foundations, supporting structures, infrastructure related to the Project, and personal property associated with the Project, machinery, and equipment, including racks, automation systems, shelving systems, storage systems, pallets, tugs, yard trucks, fork trucks and similar fixtures and equipment used in the operation of the Project and all finished goods ~~inventories~~ inventories located at the Project Site (i.e., inventories of products to be shipped) not ~~exempt~~ exempt from ad valorem taxation pursuant to the Free Port Warehouse Exemption. The term “Property” includes all otherwise taxable Leasehold Interests and Co-Located Property owned by or taxable to a FIL Participant. Property also includes all Property that becomes part of the Project during the FIL Term, including Property added to the Project and Property which replaces Property previously installed or constructed. Specifically excluded from the definition of Property are property or ownership interests, other than Property of FIL Participants, which are taxable to third parties such as utility providers.

1.41. “School District” or “School Districts” shall collectively mean the College School District and the K-12 School District, together with any other Taxes levied and assessed for school purposes.

1.42. “School Taxes” shall mean all Taxes levied and assessed by the Local Authority for School District purposes.

1.43. “State” has the meaning ascribed to such term in the Recital hereof.

1.44. “Tax Assessor” has the meaning ascribed to such term in the Preamble hereof.

1.45. “Tax Collector” has the meaning ascribed to such term in the Preamble hereof.

1.46. “Taxes” shall mean all ad valorem taxes, including County ad valorem taxes and School Taxes, special levies, and assessments in the nature of ad valorem or property taxes, and State taxes levied or assessed under MCA § 27-39-329.

1.47. “Taxes Otherwise Payable” means all Taxes that would, but for this Agreement and the Fee-in-Lieu granted herein, be leviable, assessable, and collectible for any Assessment Year of the FIL Term with respect to or upon the Property subject to the FIL that year.

1.48. “Taxing Authorities” has the meaning ascribed to such term in the Preamble hereof.

SECTION 2. Qualification, Fee-in-Lieu Grant and Approval.

2.1. Eligibility Determination. The Taxing Authorities agree that the Company, any other FIL Participants and the Project are eligible for the Fee-in-Lieu abatement granted herein pursuant to MCA §§ 27-31-104(1)(a) because the Company and the Project are a “new enterprise” of the type enumerated in MCA § 27-31-101, which specifically includes “warehouse and/or distribution centers.” The Taxing Authorities further agree that all other FIL Participants are also eligible for such Fee-in-Lieu as participants in the Project.

2.2. Grant of Fee-in-Lieu. The Local Authority, upon motions made, carried and spread upon the official minutes approved, or pursuant to a resolution duly approved and adopted, by its governing board in the form and manner required by law, hereby contracts for and grants to the Company and the Project, together with all other FIL Participants, if any, the Fee-in-Lieu as described herein for the FIL Term, conditioned upon and subject to (i) the Minimum Capital Investment first being made, and (ii) MDA granting its approval as provided in Section 2.3. The FIL granted herein is subject to the other terms and conditions of this Agreement applicable to the FIL.

2.3. MDA Approval. Upon execution of this Agreement by the Taxing Authorities and the Company, the Certificate of Final Approval attached hereto as **Exhibit “A”** will be submitted to the MDA as provided in MCA § 27-31-104(3). By virtue of such approval, MDA agrees that the Company and the Project, together with all other FIL Participants, if any, are eligible for the Fee-in-Lieu granted herein and gives its statutorily-required final approval for the Fee-in-Lieu granted herein.

2.4. Binding Commitments. Pursuant to MCA §§ 27-31-104(4) and 27-31-107, this Agreement constitutes a binding obligation of each Party hereto (including any future governing boards of the Local Authority) upon execution of this Agreement by Parties and approval by MDA up to and through the FIL Term, and no application or approval under MCA § 27-31-107 is or shall be required.

SECTION 3. Property Subject to Fee-in-Lieu. All Property installed or subject to appraisal by the Tax Assessor or otherwise subject to ad valorem taxation at the Project Site prior to or during the FIL Term,

other than that which is otherwise exempt from ad valorem taxation, shall be included in and subject to the Fee-in-Lieu granted hereby for a period of up to ten (10) Assessment Years as provided in Section 6, specifically including Property owned by or taxable to FIL Participants.

SECTION 4. Scope of Abatement. The Fee-in-Lieu granted herein shall abate and be in lieu of all Taxes Otherwise Payable and the obligations herein of the FIL Participants to make their respective FIL Payments shall be in lieu of any obligation thereof to pay Taxes Otherwise Payable.

SECTION 5. Amount of Fee-in-Lieu. Subject to any adjustments to be made in accordance with Section 13.3(b), if applicable, (a) the FIL Amount payable by the Company for each of the Assessment Years during the FIL Term shall be a stated one-third (1/3) of the Taxes Otherwise Payable by the Company for each such Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount; and (b) the FIL Amount payable by each FIL Participant other than the Company (*i.e.*, each Lessor or Additional Participant, if any) for each Assessment Year of the FIL Term shall be a stated one-third (1/3) of the Taxes Otherwise Payable by such FIL Participant for that Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount. For the avoidance of any doubt, all Parties understand and agree that the Company shall in no way be liable for any FIL Amount due and payable hereunder by any Lessor or Additional Participant.

SECTION 6. Fee-in-Lieu Term.

6.1. Total FIL Term. The FIL Term shall be for thirty (30) Assessment Years commencing on the first January 1st on or after which both of the following events have occurred (the "First Assessment Date"), subject to **Exhibit "B"** attached hereto: (i) the Minimum Capital Investment has been made; and (ii) the Commercial Operation Date. If real Property improvements or personal Property are subject to any Taxes in any year which begins prior to the Commercial Operation Date, then the Company may elect to designate January 1 of that year as the First Assessment Date and begin the FIL Term on that First Assessment Date provided that the Minimum Capital Investment has been made prior to such election by the Company. In such event, notice of the Company's election to designate January 1 of that year as the First Assessment Date and begin the FIL Term on that First Assessment Date shall be provided to the Tax Assessor prior to April 1 of such year. No later than April 1 of the Assessment Year beginning on the First Assessment Date, the Company shall provide to the Taxing Authorities a Certificate of Investment as to the Minimum Capital Investment.

6.2. FIL for Individual Items of Property Limited to Ten Years. As provided in MCA § 27-31-104(4), no individual item of Property (including any parcel of land, real property improvement or item of personal property) shall be subject to the Fee-in-Lieu for more than ten (10) Assessment Years. Any Property which is constructed, installed and otherwise placed into service prior to the FIL Term or during the first twenty (20) years of the FIL Term will be subject to the Fee-in-Lieu for ten (10) Assessment Years. Any Property placed into service in year twenty-one (21) of the FIL Term or thereafter shall be subject to the Fee-in-Lieu for a period equal to only the remaining years of the FIL Term.

6.3. Taxation after Expiration of FIL. After the FIL has expired as to any item of Property and it is no longer subject to the Fee-in-Lieu granted herein (*i.e.*, after the FIL has expired as to that Property), such Property shall be assessed and taxed based upon State ad valorem tax laws and regulations, reflecting the effect of all applicable depreciation and the industrial multiplier/trending factors and any applicable exemptions for which the Project qualifies.

6.4. No Special Levies/Taxing Districts. Following the execution of this Agreement by all of the Parties and continuing through the FIL Term until the expiration thereof, no special tax levies in the nature of taxes, franchise fees or special assessments will be imposed by the Taxing Authorities against any Property which are not imposed generally against all commercial and industrial property located in ad valorem tax district in which the Project Site is located. Furthermore, at no time following the execution of this Agreement by all of the Parties and continuing through the FIL Term until the expiration thereof, shall any of the Taxing Authorities form, authorize or caused to be formed or authorized, any new taxing district authorized by State law, which is comprised solely of the Project Site or of any portion thereof together with one or more adjoining parcels, except as expressly permitted by and in strict accordance with State law applicable to formation of such taxing district.

6.5. Notwithstanding any other provision of this Agreement to the contrary, if the Minimum Capital Investment is not satisfied and the Commercial Operation Date fails to occur prior to December 31, 2026, the County shall have the right to terminate this Agreement by providing written notice of such termination to the Company.

SECTION 7. FIL Payments.

7.1. FIL Payments. During each year of the FIL Term, the Company and each other FIL Participant shall make to the Tax Collector the FIL Payment applicable to it and required by MCA § 27-31-104 and this Agreement for each such Assessment Year.

7.2. Separate Liabilities. Under no circumstances shall the Company or any other FIL Participant be jointly, severally, or otherwise liable for any other FIL Participant's failure to remit such other FIL Participant's FIL Payment or any other amount due therefrom pursuant to this Agreement or applicable State law, nor shall the failure of any Lessor or Additional Participant to comply with the terms of this Agreement constitute a breach of this Agreement or provide the Taxing Authorities with any grounds to suspend or terminate this Agreement with respect to the Company. The intent of all Parties is that, while the FIL Participants other than the Company shall collectively share the tax benefits offered by MCA § 27-31-104, each such other FIL Participant shall be individually responsible for complying with its own reporting, FIL Payment, and any tax payment requirements under State law. The Company shall file, and shall use its commercially reasonable efforts to cause each Lessor and Additional Participant to file, such documentation or applications as may be required by the ad valorem tax exemption laws of the State to result in all Property being taxed as provided for in this Agreement.

SECTION 8. Apportionment. The Tax Collector shall deliver each FIL Payment to the Board, which shall apportion among and make payment to the County and K-12 School District as follows:

8.1. K-12 School District Share. The K-12 School District share of each annual FIL Payment shall be calculated and apportioned thereto in accordance with MCA § 27-31-104;

8.2. County Share. That portion of each annual FIL Payment remaining after allocation of the K-12 School District's share to the K-12 School District pursuant to Section 8.1 shall be allocated to the County, out of which the County shall make any further remittances and disbursements to the extent required by applicable State law.

8.3. Use of FIL Proceeds. The Parties hereto agree that any FIL Payment proceeds received thereby may be used, at the discretion of the governing boards of the K-12 School District and the County, for any lawful purposes.

SECTION 9. Assessment and Collection. The Taxing Authorities and the Company agree that the assessment and collection procedures set forth in **Exhibit "B"** will be followed with respect to the determination of Taxes, Taxes Otherwise Payable, each FIL Amount, and each FIL Payment. MDA expresses no opinion or agreement with regard to such matters. Without limiting any other rights and remedies available to any of the Taxing Authorities arising from a default by the Company of any obligation thereof set forth herein, in the event of a Permanent Facility Closure, the Fee-in-Lieu granted hereby may also be subject to suspension and/or termination in accordance with MCA §§ 27-31-104(6) and 27-31-111 and other applicable law. Should the Company fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by the Company in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable) concerning the associated value assessment, the County shall have the right to suspend or terminate this Agreement. Should any Lessor or Additional Participant fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by such Lessor or Additional Participant in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable) concerning the associated value assessment, the County shall have the right to suspend or terminate the right of such Lessor or Additional Participant to participate in the Fee-in-Lieu and this Agreement; provided, however, that no suspension or termination may occur unless the County first gives written notice to the Company and any affected Lessor or other FIL Participant, which shall have thirty (30) days to cure by a resumption of operations, payment, or by the implementation of a payment plan mutually agreed between the Company and/or the affected Lessor or other FIL Participant and the County.

SECTION 10. Other Ownership Interests Subject to the FIL. All provisions of this Agreement shall apply to each Lessor and each Additional Participant whose Property has become subject to the Fee-in-Lieu granted hereby pursuant to Section 11, provided, however, that (a) the Tax Collector and the Company may agree to include the FIL Payment obligation for certain Leasehold Interests within the Company's FIL Amount; and (b) the Tax Collector and any Additional Participant may agree to include the FIL Payment obligation for certain Leasehold Interests within such Additional Participant's FIL Amount.

SECTION 11. Identification. Each FIL Participant, other than the Company, or the Company on behalf of such other FIL Participant, shall provide written notice to the County and the Tax Assessor, on or before April 1 of the Assessment Year during which any Property that was first constructed, installed, or otherwise placed into service on the Project Site first becomes subject to assessment, that such FIL Participant (other than the Company) has become subject to the Fee-in-lieu granted herein for that Assessment Year pursuant to Section 11. For the avoidance of any doubt, a FIL Participant, other than the Company, or the Company on behalf of such other FIL Participant, need on only provide such written notice to the County and the Tax Assessor one time (*i.e.*, on the April 1 following the addition thereby of any Property to the Project Site by such FIL Participant for the first time). Such notice in subsequent Assessment Years shall not be required. For avoidance of doubt, the notice requirements of this Section 11 do not replace the obligation of any FIL Participant to timely file a personal property rendition by April 1 as required by MCA § 27-35-23.

SECTION 12. Other Ad Valorem Exemptions.

12.1. Free Port Warehouse Exemption. The Local Authority hereby agrees that, as a warehouse and distribution center, the Project is eligible to be licensed as a free port warehouse and granted a free port exemption pursuant to MCA § 27-31-51 *et seq.* (the "Free Port Warehouse Exemption") Upon the Company's submission of a proper application to the Local Authority therefor, the Local Authority each agrees to issue to the Company a free port warehouse license for the Project, and to designate the Project

as a free port warehouse and approve a free port warehouse ad valorem tax exemption in perpetuity pursuant to MCA § 57-31-53, exempting from all County ad valorem taxes and School Taxes all of the Project's finished goods inventory held for shipment to a destination outside of the State.

12.2. Subsequent Phases of Project. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall apply to the Project and Project Site as defined herein, which the Company and the County acknowledge may be only the first phase of the Company's larger plans for developing the overall Project and Project-related operations at the Project Site. The Company may identify future expansions of the Project, which it may request the County to construe as additional "projects" for purposes of securing independent agreements to make payments in lieu of ad valorem taxes. The County hereby acknowledges that those future expansion phases are eligible to *be* treated as independent "projects" so long as each expansion phase independently meets the minimum investment and any other statutory requirements under MCA §§ 27-31-104 and/or -105(2). In the event such future expansion phases independently satisfy such then applicable statutory and other legal requirements, the County hereby expresses its intention to enter into agreements with the Company or its successors/assigns to make payments in lieu of ad valorem taxes similar in all material respects to this Agreement and that will confer the same tax benefits as those conferred hereunder, to the extent legally permissible and lawfully available under then applicable State law, and to use its best efforts to effectuate the same upon a timely and proper request.

SECTION 13. Suspensions/Termination of Fee-in-Lieu.

13.1. Suspension/Termination by the County Board. In the event of any failure by any FIL Participant to make any FIL Payment due thereby in accordance with this Agreement or to otherwise pay any other ad valorem taxes and assessments otherwise due and payable thereby to the County on Property, and which are not the subject of a formal protest or dispute commenced by such FIL Participant in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable), the Board may, in its sole discretion, suspend the participation by such any FIL Participant in the Fee-in-Lieu granted by this Agreement and/or any other exemption granted thereto by the Board until such time that said payment is made by such FIL Participant. Without limiting, and notwithstanding, any other rights and remedies available to the Board arising from a default by the Company of any obligation thereof set forth herein, or any failure by any FIL Participant to pay any other ad valorem taxes and assessments otherwise due and payable thereby to the County on Property and which are not the subject of a formal protest or dispute commenced by the Company in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable), the Board may, in its sole discretion, terminate the Fee-in-Lieu granted by this Agreement upon the occurrence of any Permanent Facility Closure by providing to the Company written notice of such election by the Board to terminate this Agreement. Notwithstanding the foregoing, no suspension or termination of this Agreement by the County may occur unless the County first gives written notice to the Company and any affected Lessor or other FIL Participant, which shall have thirty (30) days to cure, as applicable, by a resumption of operations, payment or by the implementation of a payment plan mutually agreed between the Company and/or the affected Lessor or other FIL Participant and the County.

13.2. Reserved.

13.3. Failure to Materially Satisfy Project Commitments.

(a) The Company hereby agrees that the Project will result in the following:

(i) a Capital Investment in the Project by the Company and/or any Lessors and/or Additional Participants, from any source or combination of sources, of not less than One Hundred Million (\$100,000,000.00) by no later than June 30, 2026 (the "Investment Commitment"); and

(ii) the creation of no fewer than three hundred (300) new, Full-Time Jobs on or before June 30, 2027, and the maintenance of such new, Full-Time Jobs for period of three (3) years thereafter (the "Jobs Commitment"). For purposes of this Agreement, the Parties agree that a Full-Time Job shall be deemed maintained if it is filled within ninety (90) days after having been vacated.

The Parties further agree that the sole and exclusive remedy for any failure by the Company to satisfy or cause to be satisfied the Investment Commitment or Jobs Commitment is set forth in Section 13.3(b) below.

(b) Pursuant to the authority granted by MCA §§ 27-31-104 and/or 27-31-105(2), the Parties hereby further agree as follows:

(i) The requirements of this Section 13(b) will be deemed satisfied and there will be no increase in the FIL Amount, as provided below in subsection (ii) through (v), if the Company:

(1) Provides a Certificate of Investment to the Taxing Authorities on or before September 1, 2026 that, as of June 30, 2026, or an earlier date selected by the Company, a Capital Investment of at least ninety percent (90%) of the Investment Commitment (i.e. \$90,000,000) has been made; and

(2) Demonstrates, as of June 30, 2027, or an earlier date selected by the Company, that at least eighty-five percent (85%) of the Job Creation Commitment (*i.e.* 255 Jobs) have been created and maintained.

(ii) If the Company has satisfied at least seventy percent (70%) of its Investment Commitment (*i.e.*, has made or caused to be made in accordance herewith a Capital Investment of at least \$70,000,000 in the Project), but has not satisfied at least ninety percent (90%) of its Investment Commitment (*i.e.*, has not made or caused to be made in accordance herewith a Capital Investment of at least \$90,000,000 in the Project), on or before June 30, 2026 (subject to any permitted delay resulting from a Force Majeure Event), the Company shall provide a Certificate of Investment to the Taxing Authorities on or before September 1, 2026 as to the amount of the Capital Investment that has been made, and the FIL Amount payable by the Company (and the FIL Amount payable by each other FIL Participant, if applicable) in the following Assessment Year, and continuing for each Assessment Year thereafter until the Company has satisfied at least ninety (90%) of its Investment Commitment, shall be equal to a percentage of the Taxes Otherwise Payable for all Property calculated in accordance with Section 5 hereof, which percentage shall be calculated as pursuant to the following formula:

$$\text{Fee-in-Lieu percentage} = 1/3 \div (a \div \$100,000,000.00)$$

where “a” equals the actual Capital Investment made or caused to be made by the Company in the Project on the Project Site as of June 30, 2026.

Upon the Company's satisfaction of its Investment Commitment, the Company shall provide a Certificate of Investment to the Taxing Authorities within sixty (60) days of such satisfaction, and the FIL Amount payable by the Company (and the FIL Amount payable by each other FIL Participant, if applicable) in the year following such satisfaction and in each year thereafter (provided that the Company has not failed to satisfy the requirements set forth in any of the other subsections of this Section 13.3(b) shall be calculated as provided in Section 5 of this Agreement.

(iii) If the Company has not satisfied at least seventy percent (70%) of its Investment Commitment (i.e., has not made or caused to be made in accordance herewith a Capital Investment of at least \$70,000,000 in the Project) on or before June 30, 2026 (subject to any permitted delay resulting from a Force Majeure Event), the Company shall provide a Certificate of Investment to the Taxing Authorities on or before September 1, 2026 as to the amount of the Capital Investment that has been made and the Taxing Authorities may suspend the Fee-in-Lieu granted by this Agreement for the 2027 Assessment Year and each Assessment Year thereafter; provided, however, that upon the Company's satisfaction of at least seventy percent (70%) of its Investment Commitment, the Company shall provide a Certificate of Investment to the Taxing Authorities within sixty (60) days following such satisfaction as to the amount of said Capital Investment, and the Fee-in-Lieu granted by this Agreement shall be automatically reinstated beginning with the Assessment Year immediately following the date of such satisfaction by the Company of at least seventy percent (70%) of the Investment Commitment (provided that the Company has not failed to satisfy the requirements set forth in any of the other subsections of this Section 13.3(b) effective as of the January 1 immediately following the date that the Company satisfies at least seventy percent (70%) of its Investment Commitment.

(iv) Beginning with the Assessment Year commencing on January 1, 2028 and for each of the three (3) successive Assessment Years thereafter, if the Company has satisfied at least seventy percent (70%) of its Jobs Commitment (i.e., has created and maintained or caused to be created and maintained in accordance herewith at least 210 or more new, Full-Time Jobs) on or before June 30, 2027 or by June 30 of each of the three (3) years thereafter (subject, in each case, to any permitted delays resulting from a Force Majeure Event), but has not satisfied at least eighty-five percent (85%) of its Jobs Commitment (i.e., has not created and maintained or caused to be created and maintained in accordance herewith at least 255 or more new, Full-Time Jobs), on or before June 30, 2027 or otherwise by June 30 of each of the three (3) years thereafter, the FIL Amount payable by the Company (and the FIL Amount payable by each other FIL Participant, if applicable) for the Assessment Year commencing on January 1, 2028 and for each of the three (3) successive Assessment Years thereafter until the Company has satisfied at least eighty-five percent (85%) of its Jobs Commitment, shall be equal to a percentage of the Taxes Otherwise Payable for all Property calculated in accordance with Section 5 hereof, which percentage shall be calculated pursuant to the following formula:

Fee-in-Lieu percentage = $1/3 \div (a \div 300)$

where “a” equals the actual number of new, Full-Time Jobs created or caused to be created by the Company on or before June 30, 2027 or otherwise by June 30 of each of the three (3) years thereafter, as applicable.

Upon the Company's satisfaction of its Jobs Commitment, the FIL Amount payable by the Company (and the FIL Amount payable by each other FIL Participant, if applicable) for the Assessment Year following such satisfaction and for each Assessment Year thereafter (provided that the Company has not failed to satisfy the requirements set forth in any of the other subsections of this Section 13.3(b) shall be calculated as provided in Section 5 hereof.

(v) Beginning with the Assessment Year commencing on January 1, 2028 and for each of the three (3) successive Assessment Years thereafter, if the Company has not satisfied at least seventy percent (70%) of its Jobs Commitment (i.e., has not created and maintained or has not caused to be created and maintained in accordance herewith at least 210 or more new, Full-Time Jobs) on or before June 30, 2027 or by June 30 of each of the three (3) years thereafter (subject, in each case, to any permitted delays resulting from a Force Majeure Event), the Board may suspend the Fee-in-Lieu granted by this Agreement effective as of January 1, 2028 or as of January 1 of each of the three (3) years thereafter for which the Company has not satisfied at least seventy percent (70%) of its Jobs Commitment as of June 30 of the immediately preceding year; provided, however, that upon the Company's satisfaction of at least seventy percent (70%) of its Jobs Commitment, the Fee-in-Lieu granted by this Agreement shall be automatically reinstated (provided that the Company has not failed to satisfy the requirements set forth in any of the other subsections of this Section 13.3(b) effective as of the January 1 of the Assessment Year immediately following the date that the Company satisfies at least seventy percent (70%) of its Jobs Commitment.

(vi) In the event that the Fee-in-Lieu percentage for any FIL Payment due hereunder is subject to adjustment pursuant to more than one of the events described in subsections (b)(ii) through (b)(v) immediately above, such Fee-in-Lieu percentage and resulting FIL Payment adjustment shall be calculated in accordance with each such applicable subsection of subsection (b) above, and the greatest FIL Payment amount so calculated shall apply with respect to such FIL Payment.

(vii) As provided in MCA §§ 27-1-23 and 27-35-23(7) or any other applicable State law, the County and/or Tax Assessor, as applicable, shall have the right to request and inspect any and all documents reasonably necessary to verify the accuracy of any Certificate of Investment and determine the or verify the true value of any Property.

(viii) Should the Company fail to timely provide a Certificate of Investment or to timely demonstrate its performance in meeting its Jobs ~~Cretion~~ Commitment as required by any subsection of Section 13.3(b), the Taxing Authorities will first give written notice to the Company of such failure and the Company shall have thirty (30) days to cure

such failure by providing a Certificate of Investment before the FIL is suspended or the FIL Amount is increased as provided in the foregoing subsections.

13.4. No Extension of FIL Term; Reports. For avoidance of doubt, nothing in this Section 13, including, without limitation, any suspension of the Fee-in-Lieu granted pursuant to this Agreement, shall extend the FIL Term or the duration of any FIL period. The Company shall annually make available for inspection by the County (or by the Madison County Economic Development Authority if so directed by the County), no later than September 30 of each year during the first eight (8) years of the FIL Term (or until satisfaction by the of the Jobs Commitment, if earlier), (i) a copy of any reports provided by the Company to the MDA and/or MDES demonstrating the number of Full-Time Jobs created and maintained as of June 30 of such year or otherwise, together with any other reports or documentation evidencing the same that may be reasonably requested by the County or Madison County Economic Development Authority, and (ii) to the extent that the Company elects to count any Full-Time Jobs created and maintained by any Person other than the Company (to the extent they may be counted as such under the terms of this Agreement), a written report describing all such Full-Time Jobs, which report shall include the job title of each such Full-Time Job, the name of the employer, and the name of the employee, and the basis upon which such job constitutes a Full-Time Job (*e.g.*, the individual holding such job is employed in a co-employment relationship on a contractual basis through a third party contracting service such as a professional employer organization, but the Company directs the substantive job functions of the employee); provided, that (i) such reports may be redacted to omit an employee's personal information such as his or her social security number, last name (except for the first letter thereof), salary information, etc.), or (ii) in lieu of providing such copies, the Company shall have the right to make a copy of such reports available for inspection by the County at a time and place therefor, as selected by the County, as applicable, so as to protect and preserve any confidential information contained in said reports. Notwithstanding the forgoing, the County acknowledges and agrees that any such employment-related reports provided by the Company to the County constitute either trade secrets or confidential commercial information of the Company as contemplated by and subject to MCA § 25-61-9. The reporting obligations of the Company set forth in this Section 13.4 shall terminate following satisfaction by the Company of its Jobs Commitment and its submission to the County of any of the above described reports or other documents evidencing the same.

13.5. Force majeure. For purposes of this Section 13 and any other obligations of the Company set forth in this Agreement which may be delayed to a Force Majeure Event, a "Force Majeure Event" means any of the following, which are beyond the reasonable control of the Company, could not reasonably have been foreseen thereby as of the Effective Date and the effects of which could not reasonably have been avoided or overcome by the Company: act of God, labor strike, work stoppage or slow-downs, riots, sabotage, war, terrorist act, epidemic, pandemic, quarantine, governmental executive order, civil or military commotion or disturbance, nuclear or natural catastrophes, environmental contamination not caused or permitted to be caused by the Company, governmental orders, acts or omissions, changes in laws or regulations, fire, explosion, earthquake, hurricane or tropical depression, generalized lack of availability of raw materials, equipment or energy or other utilities; provided that, should the Company claim the inability to perform an obligation based upon a Force Majeure Event, then the Company shall immediately notify the Local Authority of the facts supporting such claim, the obligations affected by the alleged Force Majeure Event, the anticipated delay in performance and the actions being undertaken by the Company to minimize the harm to the other Parties. If the Company's failure or delay in performing an obligation under or otherwise having defaulted under or breached this Agreement is due to a failure of a third party to perform obligations under a contract with such Party, then such Party may only invoke claim the existence of a Force Majeure Event to the extent that a Force Majeure Event is established both for the Company and the third-party. *Where* the effects of a Force Majeure Event are temporary, any associated delay in

the performance by the Company of its obligations hereunder shall apply only as long as the duration of the specific Force Majeure Event(s) for which notice was provided to the County prevents performance by the Company of its obligations hereunder. The Company shall notify the County as soon as the specific Force Majeure Event(s) for which notice was provided ceases to impede performance of its obligations hereunder. The Company is required to take all reasonable measures to limit the effect of the Force Majeure Event(s) upon performance of the Company's obligations under this Agreement. For clarification and avoidance of confusion, interruptions, delays, suspension, or other adverse impacts to the performance by the Company of its obligations under this Agreement arising from or related to COVID-19 other than (i) a government mandated shutdown and/or (ii) governmental requirements implemented after the Effective Date, which are beyond the control of the Company and that make the performance by the Company of its obligations hereunder impossible or commercially impractical, shall not constitute a Force Majeure Event, and shall not give rise to a claim for relief under this Section. Notwithstanding the preceding sentence, if the number of employees employed or caused to be employed by the Company at the Project Site is reduced, whether due to illness or quarantine of such employees due to an epidemic or pandemic officially declared or otherwise recognized by the Centers for Disease Control and Prevention agency of the United States Department of Health and Human Services (or any successor governmental entity) and the Governor of the State (including but not limited to COVID-19), to a level at which it is impossible or commercially impractical to continue Project operations thereon resulting in a temporary suspension or shutdown of commercial operations thereof, such suspension or shutdown shall constitute a Force Majeure Event subject to the provisions of this Section. Notwithstanding any other provision of this Agreement to the contrary, no Force Majeure Event shall excuse, waive or permit any delay in the payment or remittance of any FIL Amounts due from any FIL Participant in accordance herewith.

SECTION 14. Miscellaneous.

14.1. Assignment and Other Ownership Changes.

(a) The Parties hereto agree that the benefits of this Agreement are granted to the Project. The County consents, without any requirement of further approval, to the assignment by the Company, in whole or in part, of its ownership rights in the Project and/or this Agreement and the rights and duties thereunder, and any subsequent assignment, to any Person which accepts and agrees to the obligations and commitments of the Company contained in this Agreement. The Company agrees to give prompt notice of any such assignment to the Taxing Authorities, and in any event will provide notice in time for the Tax Collector to properly the direct written statement setting forth the FIL Amount for the then current Assessment Year pursuant to Section 2(a) of **Exhibit "B"**. In the event of such an assignment, the Parties further agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the benefits hereunder. This Agreement shall be binding upon the Parties, their respective assigns and successors in title, and any owner of the Project which benefits from this Agreement.

(b) This Agreement may also be assigned, in part, to a Lessor or Additional Participant which agrees to be bound by the obligations and commitments of this Agreement without the consent of, but with prompt notice to, the Taxing Authorities; provided that the assignment obligations of this Section 14.1 shall not apply to any Additional Participant or Lessor identified and disclosed to the Tax Assessor in accordance with Section 11.

(c) The Company may collaterally assign this Agreement to any lender, bondholder or equity investor providing any financing for the Project (development, construction or

permanent financing), without the consent of, but with prompt notice to, the Taxing Authorities, provided that any such assignment shall not release the Company or any other FIL Participant from their respective obligations hereunder. The Taxing Authorities shall reasonably cooperate with the Company with respect to any such financing by executing a consent to collateral assignment on normal and customary terms if so requested by the Company.

14.2. Notices, Statements and Payments. Any notice or statement required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent by a nationally-recognized overnight courier for delivery on the following business day; by first-class U.S. mail, postage prepaid, registered or certified; or by email (with such email to be confirmed promptly in writing sent by mail or overnight courier as previously provided) addressed as follows, and payment shall be made to the Tax Collector as follows:

Company at:

Clark Beverage Group, Inc.
c/o C.C. Clark, Inc.
P.O. Box 988
Oakland, KY 42012
Attn: Heath Williams

with a copy to:

Butler Snow LLP
Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157
Attention: R. Wilson Montjoy II

County at:

President
Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

with a copy to:

Madison County Chancery Clerk
146 West Center Street
Canton, MS 39046

MDA at:

Mississippi Development Authority
501 North West Street (39201)
P. O. Box 849
Jackson, Mississippi 39205-0849
Attention: Executive Director

Tax Assessor at:

Madison County Tax Assessor
171 Cobblestone Drive
Madison, MS 39110
or
P.O. Box 292
Canton, MS 39046

Tax Collector at:

Madison County Tax Collector
146 West Center Street
Canton, MS 39046
or
P.O. Box 113
Canton, MS 39046

or to such other address as the receiving Party shall have most recently forwarded to the sending Party.

14.3. Amendment; Waiver. This Agreement may be amended, modified, or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a

written instrument executed by the Parties or, in the case of a waiver, by or on behalf of the Party hereto that is waiving compliance. The failure or delay of any Party at any time or times to require the performance of any provision hereof shall not affect the right of that Party at a later time or times to enforce same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, or warranty.

14.4. Further Assurances. Each Party hereto shall take all action and execute such further instruments or documents as any such Party may from time to time reasonably request in order to confirm, carry out, or more fully effectuate the transactions and results contemplated by this Agreement, or which may be necessary for the Company (and any other FIL Participant, if applicable) to realize all of the benefits contemplated hereunder. The Company acknowledges and agrees that it will file, and use its commercially reasonable effort to cause each other FIL Participant to file, such documentation or applications as may be required by the laws of the State to result in all of the Property being taxed and/or Payments calculated as provided for in this Agreement. Each of the Taxing Authorities agrees to promptly consider and approve any such documentation or applications to the extent required to ensure that all Property is taxed and/or Payments are made as provided in this Agreement.

14.5. Governing Law, Disputes Over Valuation, and Forum Selection. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State, including its statutes of limitation and without regard to conflict of law principles. All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, if MDA is a necessary party; or the County, if MDA is not a necessary party. Such court shall be the exclusive forum and jurisdiction for such disputes. The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive. In the event of any legal or equitable action arising from this Agreement, the Company shall provide, in the manner prescribed by Section 13.2, written notice of such action to the MDA.

14.6. Headings / Construction. The captions and headings of this Agreement are for convenience only, and are not to be construed as a part of this Agreement, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender

14.7. Successors and Assigns. All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties, to the same extent as if each successor and assign were in each case named as a party to this Agreement.

14.8. Presumption. No presumption will apply in favor of any Party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.

14.9. Incorporation by Reference. All exhibits referenced as being attached hereto are hereby incorporated by reference and expressly made a part of this Agreement for all purposes as if fully copied herein.

14.10. Tax Officials. To the extent not otherwise already specifically covered by this Agreement, the Tax Assessor and the Tax Collector agrees to abide by all of the terms and provisions of this Agreement as he, she or they, as applicable, involve or require acquiescence, approval or implementation of the Tax Assessor and the Tax Collector.

14.11. Authority. Each of the Parties recognizes, acknowledges, represents, and warrants that the obligations set forth herein are the valid and binding obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof and that the terms and provisions of this Agreement and the execution hereof have been authorized and approved, as required by law.

14.12. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof (*i.e.*, ad valorem taxes) and supersedes any prior understandings, agreements, or representations by or among the Parties, whether written or oral, to the extent such are covered by the subject matter hereof.

14.13. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.14. Counterparts; Electronic Transmittals. This Agreement may be signed in separate counterparts and delivered by electronic transmission, each of which counterpart so executed shall be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, www.docusign.com) is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, www.docusign.com) are to be deemed to be their original signatures for all purposes.

14.15. No Personal Liability. The Parties acknowledge and agree that, except as may otherwise be required by any applicable provisions of the property tax statutes of the State, in no event shall any individual, partner, member, shareholder, owner, officer, director, employee, affiliate, subsidiary, beneficiary, or elected or appointed public official of any Party or MDA, except for any FIL Participant, be personally liable to another Party for any payments, obligations or performance due under this Agreement, or for any breach or failure of performance of a Party hereunder, and that the sole recourse for payment or performance of the obligations hereunder shall be against the Parties (or any FIL Participant, as applicable) or MDA and the Property, except for such liability as may be expressly assumed by an assignee pursuant to an assignment of, or pursuant to, this Agreement in accordance with the terms hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the County, the Tax Assessor, the Tax Collector and the Company have executed this Agreement on the actual dates set forth opposite their respective names with the understanding that the effective date of this Agreement is the date shown in the first paragraph of this Agreement.

MADISON COUNTY, MISSISSIPPI,
acting by and through its Board of Supervisors

ATTEST & SEAL:

By: _____
Gerald Steen
President, Board of Supervisors of
Madison County Mississippi

By: _____
Ronny Lott
Clerk, Board of Supervisors of
Madison County Mississippi

Date: _____, 2024

Date: _____, 2024

TAX ASSESSOR

TAX COLLECTOR

By: _____
Norman A. Cannady, Jr.
Madison County Tax Assessor

By: _____
Kay Pace
Madison County Tax Collector

Date: _____, 2024

Date: _____, 2024

CLARK BEVERAGE GROUP, INC.,
a Mississippi corporation

By: _____
Ken Sistrunk
Chief Operating Officer

Date: _____, 2024

EXHIBIT "A"

**CERTIFICATE OF FINAL APPROVAL
OF THE
MISSISSIPPI DEVELOPMENT AUTHORITY**

MDA hereby approves this Agreement as follows:

- (a) MDA agrees that the Project as defined herein is eligible for the benefits offered pursuant to MCA §§ 27-31-104 and/or 27-31-105(2) provided that the \$60,000,000 minimum capital investment requirement prescribed by MCA § 27-31-104 is satisfied;
- (b) MDA agrees that the FIL Amounts, as defined herein, and allocation thereof satisfy the minimum payment requirements of MCA §§ 27-31-104 and/or 27-31-105(2);
- (c) The duration of the Fee-in-Lieu does not exceed the maximum period permitted by State law; and
- (d) MDA agrees that this Agreement has been duly negotiated and approved.

MDA EXPRESSES NO OPINION, APPROVAL OR DISAPPROVAL OF ANY PROVISIONS HEREIN REGARDING THE COMPUTATION OF THE TRUE VALUE OF ANY PROPERTY OR ANY OTHER MATTERS EXCEPT FOR THOSE SPECIFICALLY AND EXPRESSLY ENUMERATED ABOVE. SUCH MATTERS ARE BEYOND THE SCOPE OF MDA'S AUTHORITY AND RESPONSIBILITY UNDER MCA §§ 27-31-104 AND/OR 27-31-105(2).

Notwithstanding any provision of the Agreement to the contrary, venue for any legal or equitable action against the MDA arising from this Agreement shall be in Hinds County, Mississippi.

MISSISSIPPI DEVELOPMENT AUTHORITY

By: _____
Name: Laura Hipp
Title: Deputy Executive Director

Date: _____, 2024

EXHIBIT "B"

ASSESSMENT AND COLLECTION

1. Assessment

The Parties agree that the following principles of ad valorem tax assessment will apply to the determination of Taxes and Taxes Otherwise Payable:

(a) Assessment Prior to First Assessment Date. Consistent with applicable State law, including any MDOR regulations, and the policy and practice of the Tax Assessor, the Parties agree that Land and any interests therein will be taxable prior to the First Assessment Date under its then-current classification, although it may be reclassified as industrial property for assessment purposes thereafter. If State law requires that any personal property and/or real property improvements constituting Property be assessed prior to the COD, the Tax Assessor agrees that such Property will be assigned a de minimis or zero value, as legally permitted, to reflect that the Project is not yet in operation. Notwithstanding the foregoing, if any change in said policy and practice of the Tax Assessor is required by State law or MDOR regulations, the Tax Assessor agrees that such change shall be applied to all commercial taxpayers in the County.

(b) Appraisal and Valuation. During the FIL Term, the Parties will follow then-current State law with respect to the assessment of ad valorem taxes in order to determine the Taxes Otherwise Payable, including but not limited to then current MDOR regulations and guidelines established in the appraisal manuals of the MDOR. For avoidance of doubt, the Parties agree that the current statutory procedures include the following:

(i) Rendition. By April 1 of each calendar year, including April 1 of each Assessment Year, each FIL Participant will provide a rendition of its otherwise taxable personal property in the form required by the Tax Assessor as provided in MCA § 27-35-23, and the Tax Assessor shall record on the ad valorem tax rolls all Property in the name of the appropriate owner(s) thereof. In the event that any FIL Participant fails timely to file its rendition as and when due, the Taxing Authorities shall have the right to impose and levy any penalties and/or interest authorized or mandated by State law against such party arising from such failure to file its rendition; however, in no event shall any failure to timely file a personal property rendition confer upon any of the Taxing Authorities the right to suspend or terminate this Agreement except to the extent expressly authorized by State law.

(ii) Assessment Ratio and Classification. As of the Effective Date, the Project constitutes Class II and Class III property and is subject to an assessment ratio of fifteen percent (15%) of true value and is classified as industrial property.

(iii) Cost. For purposes of assessment, "cost" includes installation costs and all other direct expenses properly chargeable to capital asset accounts, but shall not include the cost of any non-taxable or tax exempt assets, contributions in aid of construction or other payments for facilities owned by utility companies or other third parties, or any "soft costs" or indirect costs not directly attributable to the purchase and installation of Property, such as capitalized interest or allocations of management overhead, whether or not the same are capitalized. The cost of personal Property will constitute the upper limit of true value for assessment purposes during the FIL Term.

(iv) Depreciation and other Adjustments. The Tax Assessor and the Company (or other FIL Participant, if any) will confer to reach agreement as to the proper class life and industrial multiplier/trending factors for personal Property, or components thereof, installed on the Project Site. Upon presentation of evidence of additional physical deterioration or functional obsolescence, economic obsolescence, or accelerated depreciation due to special circumstances related to the operation of the Project, consistent with recognized appraisal principles, the Tax Assessor will consider a reduction in the depreciated value reflected by the applicable class life to the extent consistent with and permitted by then current State law, MDOR regulations, and guidelines established in the appraisal manuals of the MDOR. The Tax Assessor may obtain the approval for any such agreement or reduction from the MDOR.

(v) Protest and Appeal. Any dispute regarding the assessment of ad valorem taxes in order to determine the Taxes Otherwise Payable shall follow the procedures for the protest and appeal of ad valorem tax assessments under state law, including those set forth in MCA §§ 27-55-1 *et seq.*

2. Collection of Fee-in-Lieu Amount

The Parties agree that the following principles of ad valorem tax collection will apply to the determination of the FIL Amount and billing and collection of the FIL Payment:

(a) Calculation and Billing of Fee-in-Lieu. For each Assessment Year, the Tax Collector shall apply the applicable tax millage to the assessed value of the Property then subject to the Fee-in-Lieu granted herein to determine the Taxes Otherwise Payable. The FIL Amount for each FIL Participant on such FIL Participant's Property for each Assessment Year shall be the amount calculated in accordance with Section 5. The Tax Collector shall provide each FIL Participant with a written statement setting forth the Fee-in-Lieu Amount due therefrom for such year and the underlying calculations used to compute such Fee-in-Lieu Amount. The Collector shall use his or her best efforts to provide to each FIL Participant its respective written statement of its FIL Amount by December 15th of each Assessment Year, but in no event will such statement be provided later than December 31st of each year.

(b) Millage Changes. If the aggregate ad valorem tax millage rate is increased or decreased and such increase or decrease is applicable generally to all taxpayers located in the same taxing district as the Project, then the Fee-in-Lieu Amount or amount payable under an exemption will be increased or decreased based upon such higher or lower aggregate annual millage.

(c) Fee-in-Lieu Lien and Payment Due Date. As provided for ad valorem taxation pursuant to MCA §§ 27-35-1 and 27-41-41, each annual Fee-in-Lieu obligation, shall be a lien on the Property on January 1 of the relevant Assessment Year and of each FIL Participant, and each FIL Participant shall make its FIL Payment related to that Assessment Year to the Tax Collector by February 1 of the following year. The Parties agree that the provisions applicable to the collection of delinquent ad valorem taxes under state law, including MCA § 27-41-1 *et seq.*, shall apply to delinquent FIL Payments.

EXHIBIT "C"

PROJECT SITE DESCRIPTION

The Project Site will be comprised of the real property depicted within the yellow boundary generally shown in the map below (and labelled as "Project Joy") located within the Madison County Megasite; as more particularly described in the metes and bounds liegal description set forth on the following page.

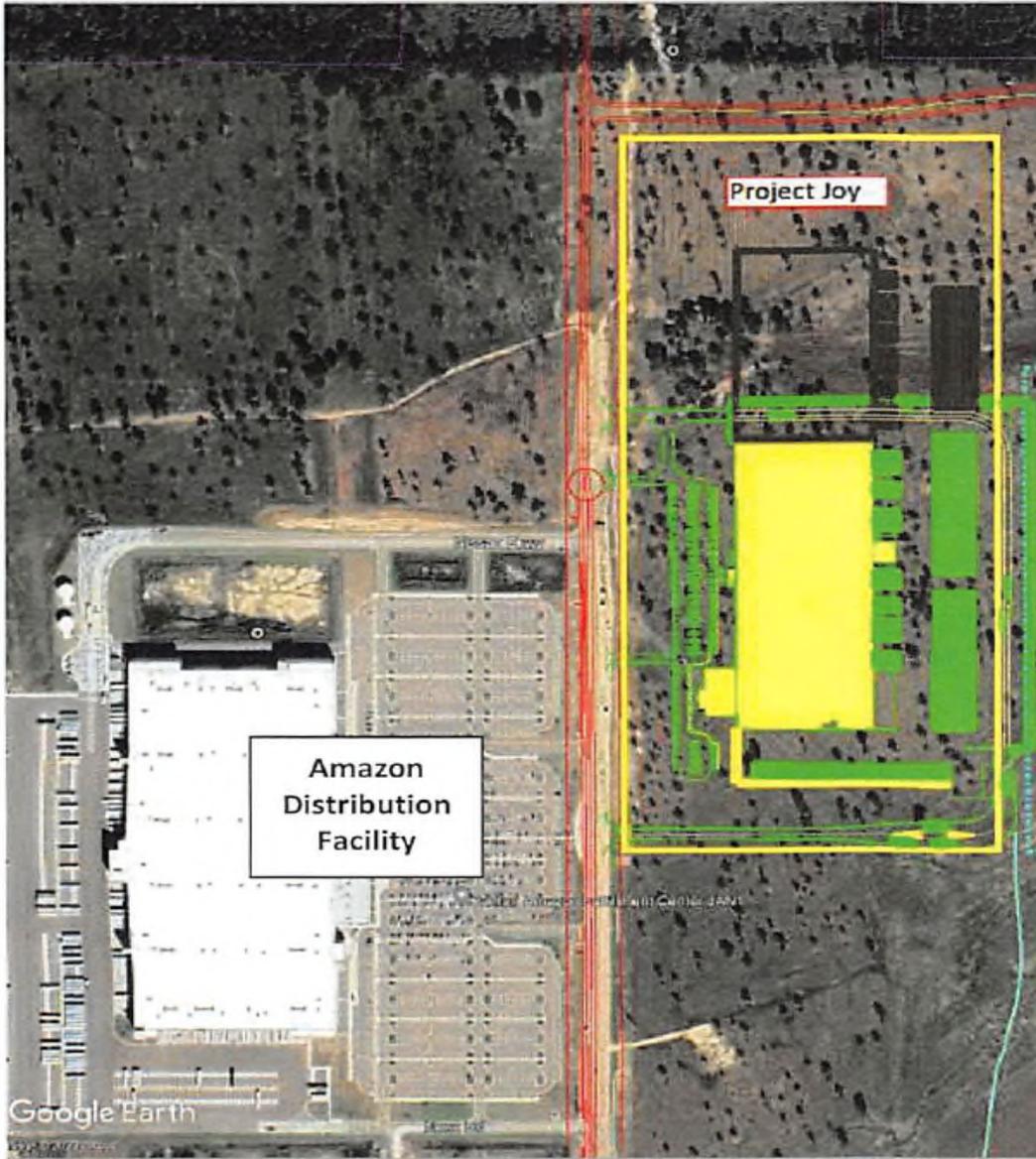


EXHIBIT "C" (continued)

PROJECT SITE DESCRIPTION

A TRACT OF LAND BEING IN PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 2 EAST IN MADISON COUNTY, MISSISSIPPI AND BEING PARTICULARLY DESCRIBED AS: COMMENCING AT A FOUND WOOD FENCE POST COMMONLY ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 28, THENCE NORTH A DISTANCE OF 2729.45 FEET TO A POINT; THENCE EAST A DISTANCE OF 1926.35 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP IN THE EAST R.O.W. OF NISSAN PARKWAY (150' R.O.W.) AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SUCH SAID RIGHT OF WAY NORTH 00°07'16" WEST A DISTANCE OF 2158.74 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP; THENCE LEAVING SAID RIGHT OF WAY NORTH 44°52'44" EAST A DISTANCE OF 199.76 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP; THENCE SOUTH 89°44'17" EAST A DISTANCE OF 523.89 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP; THENCE EAST A DISTANCE OF 476.12 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP; THENCE SOUTH A DISTANCE OF 2297.61 FEET TO A SET 1/2 INCH IRON ROD WITH CIVIL-LINK CAP; THENCE SOUTH 89°59'08" WEST A DISTANCE OF 1136.39 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, CONTAINING 59.864 ACRES, MORE OR LESS.

Summary Report	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/24/2024 1:17:40 PM
Comparison Time	1.18 seconds
compareDocs version	v5.1.700.3

Sources	
Original Document	[JW][#101749383] [v5] FILOT - CLARK BEVERAGE GROUP (6-20-2024).docx
Modified Document	[JW][#101749383] [v6] FILOT - CLARK BEVERAGE GROUP (6-24-2024).docx

Comparison Statistics	
Insertions	2
Deletions	3
Changes	3
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	8

Word Rendering Set Markup Options	
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<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

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Flatten Field Codes	Word	True
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Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print