The Board of Supervisors (the "Board") of Madison County, Mississippi (the "County"), took up the matters of considering (1) the granting of a fee-in-lieu of ad valorem taxes to, and the approval and authorization of the execution of two (2) fee-in-lieu of ad valorem tax agreements with, Amazon Data Services, Inc. (the "Company") in connection with a multi-location data center project being undertaken thereby and located within the County, pursuant to the authority vested therein by Section 27-31-104 of the Mississippi Code of 1972, as amended (the "Code"), and Senate Bill No. 2001, Mississippi Legislature, Second Extraordinary Session 2024 (the "Enabling Legislation"); and (2) the approval and authorization of the execution of a project infrastructure loan and contribution agreement, as authorized by the Enabling Legislation, with the Mississippi Major Economic Impact Authority (the "MMEIA"), the City of Ridgeland Mississippi (the "City") and the Madison County Economic Development Authority (the "MCEDA"), to fund, among other things, public infrastructure in support of such projects; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, (1) GRANTING A FEE-IN-LIEU OF AD VALOREM TAXES TO, AND APPROVING AND AUTHORIZING THE EXECUTION OF TWO (2) FEE-IN-LIEU OF AD VALOREM TAX AGREEMENTS WITH, AMAZON DATA SERVICES, INC. IN CONNECTION WITH A MULTI-LOCATION DATA CENTER PROJECT BEING UNDERTAKEN THEREBY AND LOCATED WITHIN THE COUNTY, PURSUANT TO THE AUTHORITY VESTED THEREIN BY SECTION 27-31-104 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND SENATE BILL NO. 2001, MISSISSIPPI LEGISLATURE, SECOND EXTRAORDINARY SESSION 2024; AND (2) APPROVOING AND AUTHORIZING THE EXECUTION OF A PROJECT INFRASTRUCTURE LOAN AND CONTRIBUTION AGREEMENT, AS AUTHORIZED BY SENATE BILL NO. 2001, MISSISSIPPI LEGISLATURE, SECOND EXTRAORDINARY SESSION 2024, WITH THE MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY, THE CITY OF RIDGELAND MISSISSIPPI AND THE MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, TO FUND, AMONG OTHER THINGS, PUBLIC INFRASTRUCTURE IN SUPPORT OF SUCH PROJECTS; AND RELATED MATTERS.

WHEREAS, the Board hereby finds, adjudicates and determines as follows:

1. The Company has evaluated various locations in multiple states within the United States to construct, develop, and operate multiple data center buildings, to be constructed or caused to be constructed over a period of multiple years and which are cumulatively expected to result in the creation of at least One Thousand (1,000) new, full-time jobs and is expected to require a Capital Investment (as defined below) of at least Ten Billion Dollars ($10,000,000,000) in the State of Mississippi (the "State") (altogether, the "Project");

2. The Company has selected two (2) sites in the County to locate the Project;

3. One of the two (2) selected sites is a portion of the property located at the intersection of Nissan Parkway and Highway 22 (and known as the Madison Megasite), which is located entirely within the Canton Public School District but is not situated within the boundaries of any municipality (the "Megasite", which is more particularly described in the Megasite FILOT Agreement);

4. The other selected site is located along County Line Road between Highland Colony Parkway and Livingston Road, which is located entirely within the City of Ridgeland and within the Madison County School District (the "Ridgeland Site", which is more particularly described in the Ridgeland FILOT Agreement);

5. 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 fee-in-lieu of ad valorem tax revenues, as well as the creation of a substantial number of new jobs in the County, over the life of the Project;

6. To induce the Company to construct, develop, and operate the Project in the County, the County has negotiated with the Company for (i) a fee-in-lieu of ad valorem tax agreement with respect to the portion of the Project to be located at the Megasite and for the payment of a fee-in-lieu of ad valorem taxes with respect thereto, and (ii) a fee-in-lieu of ad valorem tax agreement with respect to the portion of the Project to be located at the Ridgeland Site and for the payment of a fee-in-lieu of ad valorem taxes with respect thereto, each in accordance with the Enabling Legislation and Code Sections 27-31-104 and -105(2), as applicable;

7. The Board has been presented with (i) an Agreement to Pay a Fee in Lieu of Ad Valorem Taxes, by and among the County, the County Tax Assessor, the County Tax Collector, the MCEDA and the Company, a copy of which is attached as **Exhibit "A"** attached hereto (the "Megasite FILOT Agreement") and (2) an Agreement to Pay a Fee in Lieu of Ad Valorem Taxes, by and among the County, the City, the County Tax Assessor, the County Tax Collector, the MCEDA and the Company, a copy of which is attached as **Exhibit "B"** attached hereto (the "Ridgeland FILOT Agreement" and together with the Megasite FILOT Agreement, the "FILOT Agreements" and each a "FILOT Agreement");

8. The MMEIA is authorized by Code Section 57-75-11(aaa)(ii) to provide loans to public agencies in connection with a "project" as defined under Code Section 57-75-5(f)(xxxiii) for site preparation, utilities, real estate purchases, purchase options and improvements, infrastructure, roads, rail improvements, public works, buildings and fixtures, job recruiting and training, as well as planning, design, environmental mitigation and environmental impact studies with respect to a project, and any other purposes approved by MMEIA in amounts not to exceed the amount authorized in Code Section 57-75-15(3)(ff);

9. The County, the City and the MCEDA are each authorized by the Enabling Legislation to enter into one or more agreements with the MMEIA to borrow funds therefrom to pay the costs of. Among other things, the location, construction and/or operation of the project or any facilities or public infrastructure related to any "project" as defined under Code Section 57-75-5(f)(xxxiii), including, without limitation, to defray the costs of site preparation, utilities (*i.e.*, facilities to provide potable and industrial water supply systems, sewage and waste disposal systems and water, natural gas and electric transmission systems to the site of the project, real estate purchases, purchase options and improvements, infrastructure, roads, rail improvements, public works, job training, as well as planning, design and environmental impact studies with respect to any such project, and to remit a portion of any fee-in-lieu of ad valorem taxes and/or a portion of any ad valorem taxes, in each case derived from any such "project" as defined under Code Section 57-75-5(f)(xxxiii);

10. The MMEIA has determined and certified that, for purposes of the Project, the Company and its affiliates are qualified enterprises operating a "project" as defined under Code Section 57-75-5(f)(xxxiii);

11. WHEREAS, the Board has been presented with a Project Infrastructure Loan and Contribution Agreement, by and among the County, the City, the MCEDA, and the MMEIA, a copy of which is attached as **Exhibit "C"** attached hereto (the "Loan Agreement");

12. Having reviewed, discussed and considered the proposed FILOT Agreements and the Loan Agreement, the Board now finds and determines that Recitals set forth therein are hereby adopted as findings of the Board; and

13. The Board further finds and determines that it will be in the best interest of the County and its residents that the Board approve and authorize the execution of the FILOT Agreements and the Loan Agreement by the County, and that the terms and conditions of the FILOT Agreements and the Loan Agreement will best promote and protect the public interest, convenience and necessity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. Authorization of the FILOT Agreements, Loan Agreement and Grants of a Fee-in-Lieu. The FILOT Agreements and the Loan Agreement are hereby approved and, subject to the execution by the Mississippi Development Authority ("MDA") of the FILOT Agreements through its execution of the Certificate of Final Approval attached as Exhibit "A" thereto, each respective fee-in-lieu of ad valorem taxes, as described in the FILOT Agreements, is hereby granted; and the President and Clerk of the Board are hereby authorized to execute and deliver the FILOT Agreements and the Loan Agreement for and on behalf County in substantially the forms attached hereto as **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, with such completions, changes, insertions and modifications as shall be approved by the Board's attorney and the President of the Board, the approval thereof by the Board's attorney and the execution thereof by the President of the Board to be conclusive evidence of such approval; and all provisions of the FILOT Agreements and Loan Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the FILOT Agreements or the Loan Agreement, and the provisions of the FILOT Agreements or Loan Agreement shall govern.

SECTION 2. Authority of Agents. The President of the Board, the Vice-President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County are hereby authorized to do all things and to execute such instruments, (i) which are necessary for the performance by the County of its set forth in the FILOT Agreements and the Loan Agreement and/or (ii) which the President of the Board, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes hereof or to enable the County to perform its obligations hereunder or otherwise pursuant to the FILOT Agreements and the Loan Agreement.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

SECTION 4. Board Minutes. The Chancery Clerk is hereby directed to spread a copy of this resolution on the minutes of this Board.

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After discussion, Supervisor Karl Banks moved and Supervisor Gerald Steen seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Supervisor Casey Brannon	voted: Aye
Supervisor Trey Baxter	voted: Absent
Supervisor Gerald Steen	voted: Aye
Supervisor Karl Banks	voted: Aye
Supervisor Paul Griffin	voted: Aye

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the ___ day of November, 2024.

Gerald Steen,
President, Board of Supervisors

ATTEST:

Ronny Lott,
Clerk, Board of Supervisors
(SEAL)

CHANCERY CLERK
MADISON COUNTY, MISSISSIPPI

Exhibit "A"

Megasite FILOT Agreement

(see attached)

AMAZON DATA SERVICES – MADISON COUNTY MEGASITE
AD VALOREM TAX AGREEMENT

This Ad Valorem Tax Agreement (this "Agreement") is made and entered into effective as of January 30, 2024 (the "Effective Date"), by and among: Madison County, Mississippi (the "County"), acting by and through its Board of Supervisors (the "Board'); the Madison County Economic Development Authority ("MCEDA"); the County Tax Assessor (the "Tax Assessor"), the County Tax Collector (the "Tax Collector" and collectively with the Board and the Tax Assessor, the "Taxing Authorities"), and Amazon Data Services, Inc., a Delaware corporation, 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 evaluating various states within the United States to construct, develop, and operate multiple Data Center Buildings (as defined below), to be constructed or caused to be constructed over a period of multiple years by a Company Party (as defined below) and which is cumulatively expected to result in the creation of at least One Thousand (1,000) new, full-time jobs and is expected to require a Capital Investment (as defined below) of at least Ten Billion Dollars ($10,000,000,000) in the State of Mississippi (the "State") (altogether, the "Project");

2. WHEREAS, the Company has selected two sites in the County to locate portions of the Project – the Megasite Project at the Megasite Project Site, and the Ridgeland Project at the Ridgeland Project Site (all of the foregoing as defined below);

3. WHEREAS, as a result of the Company's location of the Megasite 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 fee-in-lieu of ad valorem tax revenues, as well as the creation of a substantial number of new jobs in the County, over the life of the Megasite Project;

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

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

6. WHEREAS, the Company, the County, and the City of Ridgeland will enter into a fee-in-lieu abatement for the Ridgeland Project, which is the subject of a separate agreement; and

7. WHEREAS, the Parties desire to memorialize their understandings 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 in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals and the mutual promises, agreements, and covenants contained in this Agreement, and other good and valuable consideration each to the other given and intending that the obligations in this Agreement be 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 FIL Amount" is an amount determined in accordance with **Exhibit "D"** and, if owed, will be an amount owed by the Company in an Assessment Year in addition to the Base FIL Amount.

1.2. "Additional FIL Amount Term" has the meaning set forth in Section 5.2(b).

1.3. "Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Company.

1.4. "Agreement" has the meaning set forth in the Preamble.

1.5. "Applicable Accounting Rules" means the accounting principles generally recognized as applicable to the Company Party whose Capital Investment is included for any purpose under this Agreement and pursuant to which that Company Party regularly prepares and maintains its financial and accounting books and records, and which incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

1.6. "Assessment Year" means the calendar year beginning on the First Assessment Date and each succeeding calendar year during the FIL Term.

1.7. "Base FIL Amount" has the meaning set forth in Section 5.1(a).

1.8. "Base Project Payment" has the meaning set forth in **Exhibit "D"**.

1.9. "Board" has the meaning set forth in the Preamble.

1.10. "Capital Investment" means any expenditures by or on behalf of a Company Party for or to support the Megasite Project which can be capitalized under Applicable Accounting Rules, whether or not the Company Party elects to capitalize the same, including, but not limited to, all costs associated with the acquisition, installation of, construction of, or capital leasehold interest in land, buildings, and other real property improvements, fiber and other infrastructure, and fixtures, personal property, including Data Center Equipment and other equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs, wetland mitigation costs, environmental mitigation costs, permitting costs, hardware, software, other equipment or technology for the construction, improvement, expansion, or ongoing operation of the Project, any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for, or services to repair any of the foregoing, and capitalizable contributions by a Company Party to utility providers to acquire, install, or construct any

utility-related infrastructure located in the County at or supporting the Megasite Project Site required or desirable for the Project, even if such infrastructure will not be owned by the Company Party. The term "Capital Investment" shall, for purposes of this Agreement, also include the cost of buildings and equipment which are leased by a Company Party under one or more operating leases or which is capitalized on the Company Party's financial statements if the investment had been made by the Company Party and used in connection with the Project; provided that any such leased property must be subject to ad valorem taxation in the County or a Fee-in-Lieu as provided in any Ad Valorem Tax Agreement. 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 Company Party, which shall be determined in accordance with and governed by state ad valorem tax laws.

1.11. "Certificate of Investment" means a certificate of the Company substantially in the form attached hereto as **Exhibit "E"** attesting to the amount of Capital Investment which has been made.

1.12. "Certificate of Occupancy" or "COD" means a certificate issued by the requisite local authority certifying that a specific portion or room or all of a Data Center Building constructed for the Megasite Project is complete and in compliance with applicable building codes and regulations and is suitable for occupancy and operation consistent with its intended use, but shall exclude any temporary certificates of occupancy.

1.13. "City" means the City of Ridgeland, Mississippi.

1.14. "Community College School District" means the Mississippi community college school district in which the Megasite Project is located and which is or becomes entitled to receive Taxes Otherwise Payable.

1.15. "Company" has the meaning set forth in the Preamble.

1.16. "Company Party" means and includes the Company, together with any Affiliate and any Lessor, provided that each has a taxable interest in Property.

1.17. "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.

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

1.19. "Data Center Building" means a single structure within which data processing functions occur, each of which may have a separate Certificate of Occupancy (or multiple Certificates of Occupancy for different portions or rooms of the structure) and shall also include any additional buildings (*e.g*. for security or maintenance), facilities, installations, or infrastructure necessary or useful for the operation of the Data Center Building.

1.20. **"**Data Center Equipment**"** means the equipment to operate or support the Megasite Project and any additions to the Megasite Project, including, but not limited to, communications, computer, server, software, connectivity materials and equipment, emergency power generation

equipment, cooling systems, electrical systems, data storage devices, other hardware equipment, and any other technology.

1.21. "Dispute" has the meaning set forth in Section 14.5.

1.22. "Effective Date" has the meaning set forth in the Preamble.

1.23. "Fee-in-Lieu" or "FIL" means that tax abatement provided for in MCA § 27-31-104 and 27-31-105(2).

1.24. "FIL Amount" means the amount of the Fee-in-Lieu payment obligation of each Company Party for a particular Assessment Year as provided by MCA § 27-31-104 and 27-31-105(2) as set forth in Section 5.1.

1.25. "FIL Payment" means the payment by each Company Party of the annual FIL Amount made in lieu of all Taxes Otherwise Payable by that Company Party in accordance with this Agreement.

1.26. "FIL Term" means the thirty (30) Assessment Years of the Fee-in-Lieu as defined in Section 6.1.

1.27. "First Assessment Date" has the meaning set forth in Section 6.1.

1.28. "Force Majeure Event" has the meaning set forth in Section 13.8.

1.29. "Full-Time Job" means a position created at the Megasite Project that requires a minimum of 1,820 paid hours per year and that is eligible for fringe benefits, provided that the average annual taxable compensation of all Full-Time Jobs filled by employees of the Company or an Affiliate is at least $70,000. For the avoidance of doubt, if the average annual taxable compensation of all Full-Time Jobs filled by employees of the Company or an Affiliate which are counted as part of the Initial Jobs Target and Secondary Jobs Target is at least $70,000, then Full-Time Jobs includes all positions filled by contractors or employees of contractors who provide services at the Megasite Project and that require a minimum of 1,820 paid hours per year provided that the average annual taxable compensation of such contractors or employees of contractors is at least 125% of the most recently published average annual wage of the State as determined by MDES. The number of Full-Time Jobs created for a 12-month period will equal the total hours paid to employees and/or contractors at the Megasite Project during that 12-month period divided by 1,820. In order for an employee of the Company or an Affiliate to be considered a "Full-Time Job" for purposes of this Agreement, the Company or the Affiliate must maintain, and upon written request, provide information to MCEDA that is reasonably sufficient to verify employment data, provided that such data shall not include personally identifiable information. The MDA will request and collect the necessary information from MDES to verify the employment data for any contractors or employees of contractors, and the Company hereby authorizes the MDA to share with MCEDA information obtained from MDES reasonably sufficient to verify the Company's compliance under this Agreement, provided that MCEDA will ensure the confidentiality of such information as required by Mississippi law and Section 14.9 of this Agreement. In the event that MDA or MCEDA cannot obtain wage information for contractor or independent contractor employees, MCEDA will work with the Company or the Affiliate to determine alternative methods of estimating employee wages. Full-Time Jobs shall not include any job held by a non-State resident performing remote work or telecommuting from outside of the State. Any telecommuting employee performing remote work must be a State resident and work in the County for the job to qualify as a Full-Time Job under the preceding definition. For

purposes of this Agreement, the Parties agree that a Full-Time Job shall be deemed maintained if the employer is actively recruiting to fill that position.

1.30. "Initial Jobs Target" shall have the meaning set forth in Section 13.4((a)(ii).

1.31. "Investment Target" has the meaning set forth in Section 13.4(a)(i).

1.32. "Jobs Target" has the meaning set forth in Section 13.4(a)(ii).

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

1.34. "Leasehold Interests" means the interests of Lessors, together with the interests of any Company Party other than the Lessor, 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 Megasite Project, including without limitation: (a) Property leased under a capital lease or other type of financing lease; (b) leasehold interests which could be capitalized on the financial statements of a Company Party (other than the Lessor), if the investment had been made by the Company Party; and (c) real property and/or improvements leased to a Company Party as part of the Megasite Project Site or improvements thereon.

1.35. "Lessor" means a Person, other than the Company or an Affiliate, which is the lessor, sublessor, or licensor of Leasehold Interests, and which is disclosed to the Taxing Authorities in accordance with Section 11.

1.36. "Maximum Loan Payment" has the meaning set forth in **Exhibit "D"**.

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

1.38. "MDA" has the meaning set forth in the Preamble.

1.39. "MCEDA" has the meaning set forth in the Preamble.

1.40. "MDES" means the Mississippi Department of Employment Security.

1.41. "Megasite Project" means that portion of the Project located at and supporting the Megasite Project Site.

1.42. "Megasite Project Site" means the parcels of real property described in **Exhibit "C"** attached hereto together with any additional real property located in the County acquired to support the Megasite Project, but excluding the Ridgeland Project Site.

1.43. "MMEIA" means the Mississippi Major Economic Impact Authority.

1.44. "Minimum Capital Investment" means the aggregate Capital Investment of at least Sixty Million Dollars ($60,000,000) by or on behalf of the Company Parties in the Megasite Project as required by MCA § 27-31-104(a).

1.45. "Ongoing Construction" has the meaning set forth in Section 14.8(b).

1.46. "Party" and "Parties" have the respective meanings set forth in the Preamble. "Party" shall include any Company Party included in this Agreement pursuant to Section 11.

1.47. "Permanent Facility Closure" means any permanent cessation of data center operations of the Megasite Project, which shall be evidenced by either (a) written notice to the County by the Company that it will cease data center operations at the Megasite Project Site permanently, or (b) any actual cessation of data center operations at all Data Center Buildings that are part of the Megasite Project for twelve (12) or more consecutive months other than as a result of (i) a casualty loss event provided that the affected Company Party makes reasonable efforts thereafter to repair and/or rebuild damaged portions of the Megasite Project and/or recommence Megasite Project operations, or (ii) any other Force Majeure Event.

1.48. "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.

1.49. "Project" has the meaning set forth in the Recitals.

1.50. "Property" means all property interests, including real property such as the Megasite Project Site, real property interests such as easements, real property improvements, and personal property, which would otherwise be subject to ad valorem taxation to any Company Party in the County but for this Agreement or other tax abatement mechanism and which are used in, necessary for, or related to the establishment or operation of the Megasite Project, including (i) Data Center Buildings and all other buildings, fencing, foundations, supporting structures, and infrastructure related to the Megasite Project, and (ii) personal property associated with the Megasite Project, including Data Center Equipment. Property also includes all Property that becomes part of the Megasite Project during the FIL Term and Property which replaces Property previously installed or constructed. Specifically excluded from the definition of Property is property or ownership interests, other than Property of Company Parties, which are taxable to third parties such as utility providers.

1.51. "Public Infrastructure Loan" means that loan agreement between MMEIA and the County dated as of _____, 2024 with a term of fifteen (15) years from the date of the first loan disbursement to the MCEDA, to provide funds to the MCEDA of up to $215,109,096 to pay the costs relating to public improvements for the benefit of the Project, which loan will bear interest at a rate of four percent (4%) per annum.

1.52. "Public Infrastructure Loan Payment" means each annual payment by the County to the MMEIA to pay principal and interest required by the Public Infrastructure Loan.

1.53. "Ridgeland Project" means that portion of the Project located within the City of Ridgeland, Mississippi, and described in the Ridgeland Project Ad Valorem Tax Agreement.

1.54. "Ridgeland Project Ad Valorem Tax Agreement" means that certain Ad Valorem Tax Agreement, dated as of the Effective Date, by and among the Company, the County, the City of Ridgeland, the Tax Assessor, and the Tax Collector in connection with the Ridgeland Project.

1.55. "Ridgeland Project Site" means the parcels of real property defined as the "Ridgeland Project Site" in the Ridgeland Project Ad Valorem Tax Agreement.

1.56. "School Taxes" means all Taxes levied and assessed by the County for K-12 School District and Community College School District purposes.

1.57. "Secondary Jobs Target" shall have the meaning set forth in Section 13.4((a)(ii).

1.58. "State" has the meaning set forth in the Recitals.

1.59. "Tax Assessor" has the meaning set forth in the Preamble.

1.60. "Tax Collector" has the meaning set forth in the Preamble.

1.61. "Taxes" means 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.

1.62. "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.

1.63. "Taxing Authorities" has the meaning set forth in the Preamble.

1.64. "Total Base Revenues" has the meaning set forth in **Exhibit "D"**.

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

2.1. Eligibility Determination. The Taxing Authorities agree that the Company, any other Company Party, and the Megasite Project are eligible for the Fee-in-Lieu granted herein pursuant to MCA §§ 27-31-104(1)(a) or 27-31-105(2) , as applicable, for each of the following reasons: (i) the Company and the Megasite Project are respectively a "business enterprise" and a "data center," as defined in MCA § 57-113-21, and (ii) the Megasite Project is a "new enterprise" of the type enumerated in MCA § 27-31-101, which specifically includes "data centers as defined in MCA § 57-113-21."

2.2. Grant of Fee-in-Lieu. The County, upon motions made, carried, and spread upon the official minutes approved, or pursuant to a resolution duly approved and adopted, by its Board in the form and manner required by law, hereby contracts for and grants to the Company and the Megasite Project, together with all other Company Parties, if any, the Fee-in-Lieu as described in this Agreement 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 in this Agreement 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 as **Exhibit "A"** will be submitted by the Taxing Authorities or the Company to the MDA for its consideration and approval as required by MCA § 27-31-104(3). By executing the Certificate of Final Approval attached as **Exhibit "A"**, the MDA agrees that the Company and the Megasite Project, together with all other Company Parties, 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 (including any future governing boards of the County) up to and through the FIL Term upon execution of this Agreement by the Parties and approval by MDA , 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 Megasite Project Site or otherwise located in County and supporting the Megasite Project prior to or during the FIL Term, other than that which is otherwise exempt from ad valorem taxation, is 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 and subject to Section 6.3, including Property owned by or taxable to Company Parties and including Property which replaces other Property and Property which is added to the Megasite Project during the FIL Term.

SECTION 4. Scope of Abatement. The Fee-in-Lieu granted herein will abate and be in lieu of all Taxes Otherwise Payable and the obligations herein of each Company Party to make its respective FIL Payments will be in lieu of any obligation to pay Taxes Otherwise Payable with respect to the Property subject to the FIL.

SECTION 5. Amount of Fee-in-Lieu.

5.1. FIL Amount. The FIL Amount payable by each Company Party is as follows:

(a) Company FIL Amount. The FIL Amount payable by the Company for each Assessment Year during the FIL Term will be the sum of: (i) a stated one-third (1/3) of the Taxes Otherwise Payable by the Company for each Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount (subject to any adjustment pursuant to Section 13.4 hereof, if applicable, the "Base FIL Amount") and (ii) the Additional FIL Amount, if any, payable for an Assessment Year during the Additional FIL Amount Term pursuant to Section 5.2.

(b) Other Company Party FIL Amount. The FIL Amount payable by each Company Party other than the Company for each Assessment Year of the FIL Term shall be a stated one-third (1/3) of the Taxes Otherwise Payable by such Company Party 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 will in no way be liable for any FIL Amount payable by any other Company Party; however, the Tax Collector and a Company Party may agree for the Company to include the FIL Payment obligation for a Company Party or certain Leasehold Interests within the Company's FIL Amount.

5.2. Additional FIL Amount.

(a) Determination of Additional FIL Amount. During each year of the Additional FIL Amount Term, the Tax Collector will provide the County with the projected FIL Amount (without consideration of any Additional FIL Amount to be included therein) and the County, upon receipt, will make the computation set forth in **Exhibit "D"**. If an Additional FIL Amount is due in an Assessment Year, the County will advise the Tax Collector of the Additional FIL Amount, if any, and provide the Tax Collector with the calculations used to calculate the Additional FIL Amount, if any, and the Tax Collector will thereafter include that Additional FIL Amount, including the calculations used to calculate the Additional FIL Amount,

in its written statement to the Company required by Section 2(a) of **Exhibit "B"**. The Additional FIL Amount will be a payment obligation of the Company in addition to the Base FIL Amount. The Additional FIL Amount is not an obligation of any Company Party other than the Company and is not an obligation under the Ridgeland Project Ad Valorem Tax Agreement.

(b) Term of Additional FIL Amount Obligation. The determination whether an Additional FIL Amount is due will begin with the first Assessment Year and extend until the earlier of (i) May 1, 2038 (or such later date to which the term of the Public Infrastructure Loan is extended as provided below) or (ii) the date the Public Infrastructure Loan is repaid in full (the "Additional FIL Amount Term"). The term of the Public Infrastructure Loan may only be extended with the Company's consent.

(c) Delay. If a Force Majeure Event delays or prevents the Company's construction schedule such that the expected FIL Amount is less than the Public Infrastructure Loan Payment for an Assessment Year, the Parties will meet pursuant to Section 14.5 to assess the amount of MCEDA's actual and expected use of the Public Infrastructure Loan to benefit the Project and expected FIL Amounts, and discuss the potential of seeking from MDA a revised payment schedule to extend the maturity date of the Public Infrastructure Loan and reduce the annual payment amount thereof.

SECTION 6. Fee-in-Lieu Term.

6.1. Total FIL Term. The FIL Term shall be 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 to this Agreement: (i) the Minimum Capital Investment has been made in the Megasite Project; and (ii) all portions or rooms in the first Data Center Building on the Megasite Project Site have received a Certificate of Occupancy. If real property improvements or personal property at the Megasite Project are subject to any Taxes in any year which begins prior to the issuance of the Certificates of Occupancy for all portions or rooms in the first Data Center Building at the Megasite Project, then the Company may elect to designate January 1 of that year as the First Assessment Date and begin the FIL Term by providing written notice of such election to the Tax Assessor prior to April 1 of such year, provided that the Minimum Capital Investment has been made prior to such election by the Company. 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; provided, however, no Certificate of Investment will be required if the total true value of Property used by the Tax Assessor to calculate the Taxes Otherwise Payable for the first Assessment Year exceeds the Minimum Capital Investment amount of Sixty Million Dollars ($60,000,000.00).

6.2. Build-out of the Megasite Project; Additions and Replacement Property. The Company plans for the Company and/or other Company Parties to construct multiple Data Center Buildings over time. Each Data Center Building may be completed and become operational in sections. There will also be additions to Data Center Buildings and replacement of Data Center Equipment and other Property over the FIL Term. As each of the foregoing is placed into service and first becomes taxable, the FIL will apply to that Property for up to ten (10) years, subject to Section 6.3 below.

6.3. 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) will be subject to the Fee-in-Lieu for more than ten (10) Assessment Years. Any Property which is constructed, installed, or 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 after will be subject to the Fee-in-Lieu for a period equal to only the remaining years of the FIL Term.

6.4. Taxation after Expiration of FIL. After the FIL has expired as to any item or parcel of Property and it is no longer subject to the Fee-in-Lieu granted herein the Property will be assessed and taxed based upon State ad valorem tax laws and regulations, subject to any applicable exemption or abatement, including a FIL granted pursuant to Section 12.2.

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

SECTION 7. FIL Payments.

7.1. FIL Payments. During each year of the FIL Term, each Company Party will make to the Tax Collector the FIL Payment applicable to it according to the process set forth in **Exhibit "B"** and as required by MCA § 27-31-104 and this Agreement for each such Assessment Year.

7.2. Separate Liabilities. Under no circumstances will any Company Party be jointly, severally, or otherwise liable for any other Company Party's failure to remit the other Company Party's FIL Payment or any other amount due pursuant to this Agreement or applicable law, nor will the failure of any other Company Party 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 all Company Parties collectively share the tax benefits offered by MCA § 27-31-104, each Company Party is individually responsible for complying with its own reporting, FIL Payment, and any tax payment requirements under State law. The Company will file, and use its commercially reasonable efforts to cause each other Company Party to file, documentation or applications 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 will deliver each FIL Payment to the Board, which will apportion among and make payment to MDA or MMEIA, the County, and the K-12 School District as follows:

8.1. Public Infrastructure Loan Payment. Prior to any other apportionment and remittance of any FIL Payment for an Assessment Year, the Board will first remit to the MDA or MMEIA, as applicable, the Public Infrastructure Loan Payment for that year. If an Additional FIL Amount is due, it will be apportioned and remitted in accordance with this Section 8.1 and Section 8.2 below, and there will be no remaining FIL Payment to apportion and remit as provided in Sections 8.3 and 8.4. If an Additional FIL Amount is not due, then there will be no FIL Payment to allocate under Section 8.2, and the remaining FIL Amount will be apportioned and paid under Sections 8.3 and 8.4.

8.2. Allocation of Additional FIL Amount. After allocation of the Additional FIL Amount, if any, as necessary to make the Public Infrastructure Loan Payment, as provided in Section 8.1 above, any remaining Additional FIL Amount will be allocated in accordance with State law.

8.3. K-12 School District Share. After remittance and allocation of the portions of the FIL Payment as described in Sections 8.1 and 8.2 above for an Assessment Year, the share of the remaining balance of each annual FIL Payment (i.e., the balance remaining after remittance of the Public Infrastructure Loan Payment and allocation of the remaining Additional FIL Amount, if any) payable to the K-12 School District will be calculated and apportioned on a pro rata basis based upon the proportion of the millage imposed for the K-12 School District by the appropriate levying authority to the total tax millage imposed for all purposes in the same year and paid to the K-12 School District.

8.4. County Share. The remaining balance of each annual FIL Payment (i.e., the balance remaining after the remittances and allocations described in Sections 8.1, 8.2, and 8.3 above) shall be allocated to the County, out of which the County will first pay to the Community College School District a pro rata amount based upon the proportion of the millage imposed for the Community College School District by the County to the millage imposed for all purposes in the same year. The remaining balance will be retained by the County.

8.5. Use of FIL Proceeds. The Parties agree that the respective portions of FIL Payment proceeds may be used, except as otherwise provided in Section 8.1 of this Agreement, at the discretion of the governing boards of the K-12 School District, the Community College School District, and the County, for any lawful purposes. The Company and any Company Party shall not be responsible nor liable for any failure of the Tax Collector or the Board to apportion the proceeds of each FIL Payment in accordance with the requirements herein or as provided by law.

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.

SECTION 10. [RESERVED].

SECTION 11. Identification of Other Company Parties. Each Lessor or Affiliate, or the Company on behalf of such other Person, will provide written notice to the County and the Tax Assessor, on or before April 1 of the Assessment Year during which any Property of that Company Party that has been constructed, installed, or otherwise placed into service on the Megasite Project Site first becomes subject to assessment. Upon giving notice, the Lessor or Affiliate and its Property which is the subject of the notice, becomes subject to the Fee-in-lieu granted in this Agreement for ten (10) Assessment Years (subject to Section 6.3) and the Person giving notice or on whose behalf notice is provided by the Company will be a Company Party and be deemed a Party to this Agreement. For the avoidance of doubt, a Company Party, other than the Company, or the Company on behalf of such other Company Party, need only provide such written notice to the County and the Tax Assessor one time *(i.e.,* on or before the April 1 following the addition of any Property to the Megasite Project Site by such Company Party for the first time). Notice in subsequent Assessment Years shall not be required for originally installed Property to remain abated or for additions and replacement property of that Company Party to be added to the FIL, provided that the Company Party files a personal property rendition as required by MCA § 27-35-23.

SECTION 12. Expansions and Subsequent Phases of the Project. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will apply to the Megasite Project and Megasite 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 Megasite Project Site or otherwise in the County. The Company may identify future expansions of the Project, whether located at the Megasite Project Site or elsewhere in the County (but excluding the Ridgeland Project Site), 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 acknowledges that such expansions and subsequent phases are eligible to be treated as independent "projects" so long as each subsequent phase independently meets the minimum investment and any other statutory requirements under MCA §§ 27-31-104 or -105(2). In the event the expansions or subsequent phases independently satisfy the then-applicable statutory and other legal requirements, the County expresses its intention, upon request of the Company, to enter into agreements with the Company or its successors/assigns as necessary 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/Reduction of Fee-in-Lieu Abatement.

13.1. Without limiting, and notwithstanding any other rights and remedies available to the Taxing Authorities arising from any failure by any Company Party to timely make any FIL Payment due in accordance with this Agreement or to otherwise pay any other Taxes otherwise due and payable on Property, and which are not the subject of a protest or dispute commenced by such Company Party in accordance with applicable law *(e.g.,* after the filing of appeal bond, if applicable), the Board may, following notice to the Company Party and the cure period in accordance with this Section 13, in its sole discretion, suspend the participation by any Company Party in the Fee-in-Lieu granted by this Agreement or any other exemption granted by the Board for the Megasite Project until such time that said payment is made by the Company Party.

13.2. The Board may, following notice to the Company Party and the cure period in accordance with Section 13.5, in its sole discretion, terminate the Fee-in-Lieu granted by this Agreement upon the occurrence of any Permanent Facility Closure.

13.3. If the First Assessment Date has not occurred by January 1, 2028, as such date may be extended due to any delay caused by a Force Majeure Event, the County shall have the right, but not the obligation, to reduce the FIL Term by a period of time equal to the period of time between January 1, 2028 (subject to any delay caused by a Force Majeure Event) and the First Assessment Date. If the First Assessment Date has not occurred by January 1, 2029, as such date may be extended due to any delay caused by a Force Majeure Event, the County shall have the right, but not the obligation, to terminate this Agreement.

13.4. The Company anticipates that the Megasite Project, together with the Ridgeland Project, will result in the following:

(a) (i) a cumulative Capital Investment in the County by one or more Company Parties of not less than Ten Billion Dollars ($10,000,000,000) by no later than January 1, 2030 (the "Investment Target"); and

(ii) the creation in the County by one or more Company Parties of no fewer than three hundred fifty (350) new, Full-Time Jobs on or before January 1, 2031, and the maintenance of such new, Full-Time Jobs for a period of five (5) years thereafter (the "Initial Jobs Target"); and

(iii) creation in the County by one or more Company Parties of no fewer than three hundred fifty (350) additional new, Full-Time Jobs on or before January 1, 2036), such that by said deadline, the Megasite Project, together with the Ridgeland Project, have resulted in the creation of a cumulative seven hundred (700) Full-Time Jobs in the County, and thereafter the maintenance of such seven hundred (700) new, Full-Time Jobs for a period of five (5) years (the "Secondary Jobs Target").

(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) If the Investment Target is not met on or before January 1, 2030 (as such date may be extended due to any permitted delay resulting from a Force Majeure Event), for the Assessment Year beginning on that date, subject to Section 13.4(b)(v), the percentage used to calculate the Base FIL Amount shall be determined using the following formula:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ $10 billion)

where "a" equals the total Capital Investment by all Company Parties.

Example: If the Capital Investment by all Company Parties is $9 billion on January 1, 2030, the revised Base FIL Amount percentage will be:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ $10 billion) = 37%

For each subsequent Assessment Year in which the cumulative Capital Investment by all Company Parties remains below the Investment Target, the above calculation will be used to determine the percentage used to calculate the Base FIL Amount. Once the Investment Target is met, the percentage set forth in Section 5.1 (i.e., one-third (1/3)) will be used to calculate the Base FIL Amount.

(ii) If 50% of the Initial Jobs Target has not been met on or before January 1, 2031, or by January 1 of any of the five (5) Assessment Years thereafter (as such date may be extended, in each case, due to any permitted delays resulting from a Force Majeure Event), the Board may suspend the FIL for the following Assessment Year. If the Initial Jobs Target has not been met, but at least 50% of the Initial Jobs Target has been met on or before January 1, 2031, or by January 1 of any of the three (3) Assessment Years thereafter, subject to Section 13.4(b)(v), for the Assessment Year commencing on January 1, 2031 and for each of the three (3) successive Assessment Years thereafter until the Initial Jobs Commitment Target has been satisfied, the percentage used to calculate the Base FIL Amount shall be increased as follows:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ 350)

where "a" equals the actual number of new, Full-Time Jobs created or caused to be created on or before January 1, 2031 or otherwise by January 1 of each of the three (3) Assessment Years thereafter, as applicable.

(iii) If 50% of the Secondary Jobs Target has not been met on or before January 1, 2036 or by January 1 of each of the five (5) years thereafter (as such date may be extended, in each case, due to any permitted delays resulting from a Force Majeure Event), the Board may suspend the FIL for the following Assessment Year. If the Secondary Jobs Target has not been met, but at least 50% of the Secondary Jobs Target has been met on or before January 1, 2036, or by January 1 of any of the five (5) Assessment Years thereafter, subject to Section 13.4(b)(v), for the Assessment Year commencing on January 1, 2036, and for each of the five (5) successive Assessment Years thereafter until the Company has satisfied its Secondary Jobs Target, the percentage used to calculate the Base FIL Amount shall be increased as follows:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ 700)

where "a" equals the actual number of new, Full-Time Jobs created or caused to be created by the Company on or before January 1, 2036 or otherwise by January 1 of each of the five (5) Assessment Years thereafter, as applicable.

(iv) If the Investment Target, the Initial Jobs Target, or the Secondary Jobs Target are met prior to the deadlines stated in Sections 13.4(a) and (b)(i-iii) above, the relevant target may be satisfied at that earlier date.

(v) In the event that the Investment Target and either the Initial Jobs Target or the Secondary Jobs Target have not been met for a particular year, only the greater of the percentage increases calculated pursuant to subsections 13.4(b)(i) though 13.4(b)(iii) shall be applied. By way of example, if a failure to meet the Investment Target results in a five percent (5%) increase in the FIL Amount and a failure to meet the Initial Jobs Target results in a ten percent (10%) increase in the FIL Amount in the same Assessment Year, then the total increase for that year shall equal only ten percent (10%).

13.5. No suspension or modification of the FIL or termination of this Agreement by the Board as set forth in Sections 13.1-13.4 may occur unless the County first gives written notice specifying the conditions giving rise to the suspension or termination of this Agreement to the Company and any other affected Company Party, which shall have sixty (60) days to cure such conditions.

13.6. For avoidance of doubt, suspension of the Fee-in-Lieu under this Section 13 of this Agreement, shall not extend the FIL Term.

13.7. This Section 13 is the County's sole remedy for the circumstances described in Sections 13.1 and 13.4. Except as set forth in Section 14.8 with respect to the termination of this Agreement pursuant to Section 13.2 or Section 13.3, this Section 13 is the County's sole remedy for the circumstances described in Sections 13.2 and 13.3.

13.8. For purposes of this Section 13 and any other obligations of the Company set forth in this Agreement which may be delayed due to a Force Majeure Event, a "Force Majeure Event" means, with respect to the Company, any event or occurrence that (a) is not within the reasonable control of a

Company Party or, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by the Company Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders, or delays the Company Party from performing its obligations under this Agreement, including any of the following events and occurrences: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials or supplies through ordinary sources by reason of shortages or priority; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Company Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine, explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; any failure by any local or State governing body to issue any material permit or material approval necessary for the construction or operation of the Megasite Project within the timeframe stated by such local or State governing body to process and issue such permit or approval following the submission by the Company Party seeking such permit or approval of a complete and accurate application or petition therefor; or any other cause or event not within the reasonable control of the Company Party, including but not limited to, insufficient, unavailable or delayed utilities for the Megasite Project (and/or the Ridgeland Project with respect to Section 13.4 of this Agreement). Any delay in the performance of any of the duties or obligations of the Company will not be considered a breach of this Agreement and the time required for performance will be extended for the period equal to the delay, provided that such delay is caused by a Force Majeure Event, and, provided further, that the aggregate extension available to a Party for all Force Majeure Events will not exceed 5 years. The Delayed Party will give prompt notice to the other Parties of such cause and will take whatever commercially reasonable steps are necessary to relieve the effect of such cause. In the event of a Force Majeure Event, the Company shall promptly notify the County 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 duration and impact of the Force Majeure Event. No Force Majeure Event shall excuse, waive, or permit any delay in the payment or remittance of any FIL Amounts already due, accrued, and owing from any Company Party in accordance with this Agreement.

13.9. **Notice of Suspensions/Termination/Reduction of Fee-in-Lieu Abatement.** Promptly upon determination by the Board of any suspension, termination, or reduction pursuant to this Section 13, the Board shall inform the Tax Assessor and the Tax Collector of such suspension, termination, or reduction.

SECTION 14. Miscellaneous.

14.1. Assignment and Other Ownership Changes.

(a) This Agreement is not generally assignable by the Taxing Authorities; provided, however, that each Taxing Authority may, with the prior written consent of the Company, and to the extent permitted by applicable law, assign any one or more of its obligations under this Agreement to any other Taxing Authority if that Party agrees to assume such obligation(s).

(b) No Party may assign this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld, except that the Company may assign this Agreement, in whole or in part, to an Affiliate for any reason or to any assignee in connection with any merger, reorganization, sale of all or substantially all of its assets or any

similar transaction without the consent of the other Parties. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

(c) In addition, the Company may assign all or part of its rights and obligations to the Megasite Project under this Agreement to Company's lenders without the consent of the Taxing Authorities. In the event of a collateral assignment to the Company's lenders, the County shall, as promptly as practicable given the timing of regularly scheduled meetings of the Board, provide to such lenders any consent to collateral assignment reasonably requested by the lenders.

(d) Following the completion of the assignment of any part of this Agreement to any assignee permitted by subsections (b) or (c) above, all references herein to the "Company" in the assigned portion of the Agreement shall, upon and following such assignment, be deemed to refer solely to such permitted assignee.

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 will be made to the Tax Collector as follows:

Company at:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

with a copy to:

Butler Snow LLP
Attn: Wilson Montjoy or Parker Berry
1020 Highland Colony Parkway (39157)
P.O. Box 6010
Ridgeland, MS 39158-6010

County at:

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

MCEDA at:

Madison County Economic
Development Authority
135 Mississippi Pkwy
Canton, MS 39046
Attn: Executive Director

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
125 West North Street
P.O. Box 292
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 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 that is waiving compliance. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement will 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, will be deemed to be or be construed as a further or continuing waiver of any 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 to this Agreement will take all action and execute further instruments or documents as any 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 Company Party, if applicable) to realize all of the benefits contemplated under this Agreement. The Company acknowledges and agrees that it will file, and use its commercially reasonable effort to cause each other Company Party 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. Dispute Resolution. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or interpretation of this Agreement and the implementation of any termination or repayment provisions) (a "Dispute"), then upon the written request of a Party, each of the Parties will appoint one or more designated representatives whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the others all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such representatives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the

necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Parties. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute; provided that, notwithstanding the forgoing, this Section 14.5 shall in no way abridge any Party's right to a jury trial, nor shall any Party be obligated to comply with this Section 14.5 if such compliance would or could reasonably be expected to result in a Party missing any applicable statutes of limitations or repose or any filing deadline imposed by State or local law, regulation or judicial rule or to otherwise waive or abrogate in any way any other remedy available to such Party under State law.

14.6. Governing Law, Disputes Over Valuation, and Forum Selection. Subject first to the requirements of Section 14.5 herein, 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), will 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 brought by any Company Party, the Company Party involved in such action shall provide, in the manner prescribed by Section 14.2, written notice of such action to the MDA.

14.7. Material Breach. A Party will not be considered in material breach of this Agreement unless it breaches a material obligation under this Agreement, is given notice of its breach, and fails to cure the breach within 60 days of the notice. If the breach remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party. This Section does not apply to the requirements of Section 13 or to any failure by any Company Party to timely remit any FIL Amount payable by it pursuant to this Agreement.

14.8. Termination Rights.

(a) The Company may elect to terminate this Agreement for any reason by delivery of written notice thereof to each of the other Parties. If at any time during the Additional FIL Amount Term either the Company terminates this Agreement pursuant to this Section 14.8 or the County terminates this Agreement in accordance with Section 13.2 or Section 13.3, subject to the conditions set forth in this Section 14.8(a) and Section 14.8(b), the Company will pay to the County (i) the sum of the then-outstanding balance of any accrued and unpaid interest due on the Public Infrastructure Loan, (ii) the amount of any outstanding costs incurred by MCEDA as of the termination date for Project-related public infrastructure improvements that would have been

funded by the Public Infrastructure Loan but for such termination, and (iii) reasonable costs of completing any Project-related public infrastructure improvements then under construction pursuant to any contracts to which MCEDA is party (which would have been funded using the proceeds of the Public Infrastructure Loan but for such termination) that MCEDA is contractually obligated to complete or that cannot be practically terminated (e.g., and for illustrative purposes only, because the termination cost would exceed the remaining amount(s) due under a contract or termination would result in only partially constructed improvements or systems) (the "Ongoing Construction"). Upon receipt of such termination notice from the Company, MCEDA will refrain from entering into any new contracts for the design, engineering, construction and/or installation of any new public infrastructure improvements not already under construction and will only complete such public infrastructure as is necessary to fulfill any contractual obligations of MCEDA that are impossible or impractical to terminate.

(b) Within 30 days of delivery to the County of a termination notice from the Company under Section 14.8(a), or within 30 days following termination of this Agreement by the County pursuant to Section 13.2 or Section 13.3, MCEDA will provide documentation of all amounts described in the preceding paragraph, and the Parties will meet pursuant to Section 14.5 to ensure the completeness of such documentation, identify any Ongoing Construction , calculate the amount owed for repayment in full of the amounts described in Sections 14.8(a)(i)-(iii), which may also include a budget for unforeseen costs to complete the Ongoing Construction, and determine a payment schedule on equal monthly or annual payments for the repayment in full of the Public Infrastructure Loan, which will not extend beyond the earlier of: (i) five (5) years from the date of such termination; or (ii) May 1, 2038. Following the conclusion of the meeting held pursuant to Section 14.5, MCEDA will deliver an invoice to the Company for the costs described in Section 14.8(a)(ii) and Section 14.8(a)(iii) as calculated by the Parties in accordance with the preceding sentence. Within 60 days of receiving such invoice, the Company will pay the amount of the invoice to MCEDA. Additionally, for a period of not to exceed 2 years from the date of the termination notice, MCEDA may deliver one or more invoices for unforeseen costs caused by change orders or increases in costs under cost-plus construction contracts to complete the Ongoing Construction as contemplated by the Parties pursuant to this Section 14.8(b). The Company will pay the amounts on such invoices within 60 days of receiving the invoices. In no event shall Company have any obligation under this subsection to collectively pay to the County and MCEDA an aggregate amount in excess of the maximum permitted principal amount of the Public Infrastructure Loan (*i.e.*, $215,109,096), plus the amount of any accrued and unpaid interest and/or capitalized interest included as principal due and payable thereon, less the sum of all payments made under the Public Infrastructure Loan.

(c) Until such time that the Company satisfies it obligations under Section 14.8(a) and Section 14.8(b) above, the Company's obligations under Section 5.2 will survive such termination.

(d) Either Party may also terminate this Agreement pursuant to Section 14.7. Subject to Section 14.8(a) and Section 14.8(b), upon termination, the Parties will have no further rights or obligations hereunder except Sections 5.2, 14.6 and 14.9 survive termination of this Agreement.

14.9. Confidentiality. Upon request for disclosure of information required by or related to this Agreement, whether or not marked confidential, trade secret, or proprietary, the Taxing Authorities will immediately notify the Company in strict accordance with MCA § 25-61-9 to allow the Company the

opportunity to protect from disclosure information designated or determined by the Company to be confidential or a trade secret prior to any disclosure by the Taxing Authorities.

14.10. 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 will not be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement. Whenever the singular number is used in this Agreement, the same includes the plural and words of any gender includes each other gender.

14.11. Successors and Assigns. All the provisions in this Agreement are 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.

14.12. 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.

14.13. 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.

14.14. Tax Officials. To the extent not otherwise already specifically covered by this Agreement, the Tax Assessor and the Tax Collector agree to abide by all of the terms and provisions of this Agreement and such terms and provisions as may require his, her, or their, as applicable, involvement, acquiescence, approval, or implementation of the Tax Assessor and the Tax Collector.

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

14.16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement *(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 of this Agreement.

14.17. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

14.18. Counterparts; Electronic Transmittals. This Agreement may be signed in separate counterparts and delivered by electronic transmission, each of which counterpart so executed will be deemed to be an original, and all such separate counterparts will 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 ESIGN 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 ESIGN Act of 2000, *e.g.,* www.docusign.com) are to be deemed to be their original signatures for all purposes.

14.19. 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 will any individual, partner, member, shareholder, owner, officer, director, employee, affiliate, subsidiary, beneficiary, or elected or appointed public official of any Party or the County be personally liable to a Party for any payments, obligations or performance due under this Agreement, or for any breach or failure of performance of a Party under this Agreement, and that the sole recourse for payment or performance of the obligations under this Agreement will be against the Parties (or any Company Party, as applicable) or the County, except for such liability as may be expressly assumed by an assignee pursuant to an assignment of, or pursuant to, this Agreement.

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.

[SIGNATURES ON FOLLOWING PAGES]

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

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

Date: _____, 2024

ATTEST & SEAL:

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

Date: _____, 2024

TAX ASSESSOR

By:_____
_____
Tax Assessor,
Madison County, Mississippi

Date: _____, 2024

TAX COLLECTOR

By:_____
_____
Tax Collector,
Madison County, Mississippi

Date: _____, 2024

AMAZON DATA SERVICES, INC.

By:_____
_____
_____

Date: _____, 2024

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Jospeh Deason
Executive Director

Date: _____, 2024

[Signature Page to MegaSite PILOT]

EXHIBIT "A"

CERTIFICATE OF FINAL APPROVAL
OF THE
MISSISSIPPI DEVELOPMENT AUTHORITY

MDA hereby approves this Agreement as follows:

(a) MDA agrees that the Megasite 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) and are authorized by Senate Bill No. 2001 and House Bills 1 and 2, passed by the Mississippi Legislature in the 2024 Second Extraordinary Session and signed into law by the Governor of Mississippi;

(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:_____
Bill Cork,
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 issuance of 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 Company Party 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 Company Party 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 by a Company Party confer upon any of the Taxing Authorities the right to suspend or terminate this Agreement as to that Company Party except to the extent expressly authorized by State law and this Agreement.

(ii) Assessment Ratio and Classification. As of the Effective Date, the Megasite 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 Company Party, 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 Megasite

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 Megasite 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 Company Party on such Company Party's Property for each Assessment Year shall be the amount calculated in accordance with Section 5. The Tax Collector shall provide each Company Party 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 Company Party 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 Megasite 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 the relevant Company Party, and each Company Party 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"

MEGASITE PROJECT SITE DESCRIPTION

Includes the parcels reflected on the Madison County, Mississippi, Tax Map, as of the Effective Date, as Parcel Nos.:

092H-33-002/01.00
092H-33-002/02.00
092H-33-002/01.01
092H-33-002/02.01
092H-28-002/01.00
092H-28-002/01.01
092H-28-002/02.00
092H-28-002/02.01
092H-28-002/04.00
092H-28-002/05.00
092H-28-002/06.01
092H-28-002/07.00
092H-28-002/07.01
092I-29-001/00.00
092I-29-001/02.00
092E-21-001/00.00
092E-21-003/01.00
092H-27-34/00.00
092H-27-033/00.00

Which parcels are generally depicted in the following map.

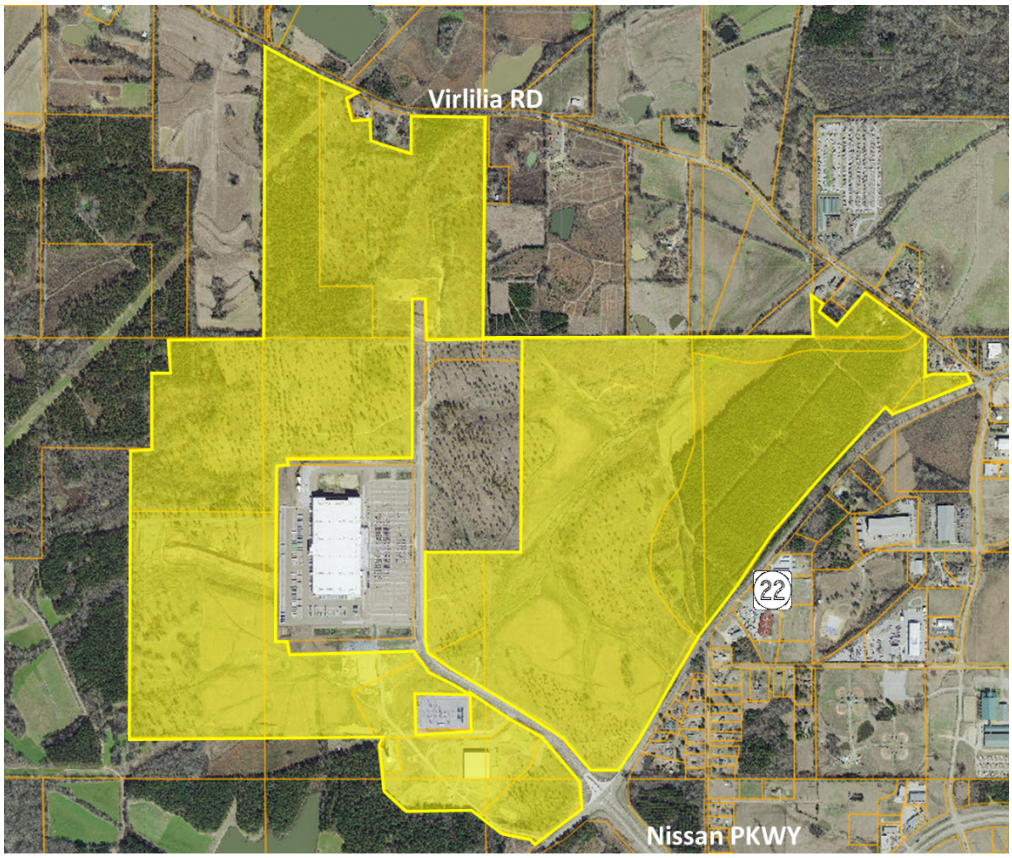
Virlilia RD
22
Nissan PKWY

EXHIBIT "D"
FORMULA FOR DETERMINING ADDTIONAL FIL FLOOR AMOUNTS

To calculate the Additional FIL Floor Amount for any Assessment Year, if any, during the Additional FIL Amount Term, the following calculations shall be made:

1. First, calculate the sum of the following with respect to this Agreement and the Megasite Project:

   (a) the Base FIL Amount for such Assessment Year (subject to any adjustment pursuant to Section 13.4 hereof, if applicable); plus

   (b) the total of all FIL Payments payable for such Assessment Year by all Company Parties other than the Company, plus

   (c) the total amount of all Taxes payable for such Assessment Year by all Company Parties for any Property, except for School Taxes and the "mandated levies" described in MCA § 27-39-329.

2. Second, calculate the sum of the following with respect to the Ridgeland Project Ad Valorem Tax Agreement and the Ridgeland Project):

   (a) the FIL Amount payable for such Assessment Year (as those terms are defined in the Ridgeland Project Ad Valorem Tax Agreement) by the Company pursuant to the Ridgeland Project Ad Valorem Tax Agreement; plus

   (b) the total of all FIL Payments payable for such Assessment Year by all Company Parties (as those terms are defined in the Ridgeland Project Ad Valorem Tax Agreement) other than the Company pursuant to the Ridgeland Project Ad Valorem Tax Agreement, plus

   (c) the total amount of all Taxes payable for such Assessment Year by all Company Parties for any Property (as those terms are defined in the Ridgeland Project Ad Valorem Tax Agreement), except for School Taxes and the "mandated levies" described in MCA § 27-39-329.

3. Third, calculate the sum of the amounts determined in Section 1 and 2 of this Exhibit D (as calculated, the "Total Base Revenues").

4. Fourth, determine the County's Public Infrastructure Loan Payment obligation with respect to such Assessment Year (*i.e.*, the annual payment of principal and interest that will be due and payable on or before May 1 of the year immediately following such Assessment Year).

5. Fifth, subtract the Total Base Revenues from the lesser of (i) the amount determined in Section 4 of this Exhibit D, and (ii) $32,500,000.00 (the "Maximum Loan Payment").

6. Sixth, if the calculation in Section 5 of this Exhibit D is zero (0) or less, there is no Additional FIL Amount. If the calculation in Section 5 of this Exhibit D is greater than zero (0), the Additional FIL Amount equals such calculation.

The Parties acknowledge and understand the Public Infrastructure Loan will be borrowed by MCEDA in a series of advances over time as funds are needed by MCEDA to pay costs relating to public improvements for the benefit of the Project. In addition, the County will not begin making Public Infrastructure Loan

Payments until after the Company remits its first FIL Payment. Therefore, until the entire amount of the Public Infrastructure Loan required by MCEDA is borrowed and the Company remits its first FIL Payment, a final loan amortization schedule will not be available.

For purposes of clarity only, the Maximum Loan Payment is based on a calculation that assumes that (i) MCEDA borrows the entire maximum principal amount of the Public Infrastructure Loan (*i.e.*, $215,109,096, plus any capitalized interest included as principal) at closing, (ii) the Company remits its first FIL Payment in 2030, and (iii) the County thereafter makes its first Public Infrastructure Loan Payment in 2030. Under such assumptions, more than five (5) years of interest will have accrued from the closing of the Public Infrastructure Loan through the date of the first Public Infrastructure Loan Payment, which interest would be capitalized and added to the principal. Nothing in this Exhibit D is meant to dictate the timing and terms of the Public Infrastructure Loan Payment or the specific payment(s) set forth in Section 14.8.

EXHIBIT E

CERTIFICATE OF INVESTMENT
AD VALOREM TAX AGREEMENT, MADISON COUNTY, MISSISSIPPI

PROJECT SUMMARY

Project	
Locality (City or County)	
Date of Certificate of Investment	

CAPITAL INVESTMENT SINCE PROJECT INCEPTION

Total Capital Investment	**$**

TO BE CERTIFIED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY:

I certify that I have examined this report, and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "B"

Ridgeland FILOT Agreement

(see attached)

AMAZON DATA SERVICES – RIDGELAND PROJECT SITE
AD VALOREM TAX AGREEMENT

This Ad Valorem Tax Agreement (this "Agreement") is made and entered into effective as of January 30, 2024 (the "Effective Date"), by and among: Madison County, Mississippi (the "County"), acting by and through its Board of Supervisors (the "BOS"); the City of Ridgeland, Mississippi (the "City" and together with the County, each a "Local Authority," and collectively, the "Local Authorities"), acting by and through its Mayor and Board of Aldermen (the "Mayor" and the "BOA," and together with the BOS, each a "Governing Board" and collectively, the "Governing Boards"); the Madison County Economic Development Authority ("MCEDA"); the County Tax Assessor (the "Tax Assessor"), the County Tax Collector (the "Tax Collector" and collectively with the Governing Boards and the Tax Assessor, the "Taxing Authorities"), and Amazon Data Services, Inc., a Delaware corporation, 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 evaluating various states within the United States to construct, develop, and operate multiple Data Center Buildings (as defined below), to be constructed or caused to be constructed over a period of multiple years by a Company Party (as defined below) and which is cumulatively expected to result in the creation of at least One Thousand (1,000) new, full-time jobs and is expected to require a Capital Investment (as defined below) of at least Ten Billion Dollars ($10,000,000,000) in the State of Mississippi (the "State") (altogether, the "Project");

2. WHEREAS, the Company has selected two sites in the County to locate portions of the Project – the Megasite Project at the Megasite Project Site, and the Ridgeland Project at the Ridgeland Project Site (all of the foregoing as defined below);

3. WHEREAS, as a result of the Company's location of the Ridgeland Project in the City and the County, the Local Authorities and their citizens will benefit from a significant enhancement to the local ad valorem tax base and an annual source of new ad valorem tax and fee-in-lieu of ad valorem tax revenues, as well as the creation of a substantial number of new jobs in the City and County, over the life of the Ridgeland Project;

4. WHEREAS, the Local Authorities acknowledge that the Company would not have pursued development of the Ridgeland Project in the City and the County without the benefits made available by law and this Agreement, and desire to encourage the Company to locate the Ridgeland Project in the City and County for the benefit of its citizens, and the Local Authorities and the Company each acknowledges that the commitments contained in this Agreement constitute significant inducements to the Company, which it has relied upon in making its decision to locate the Ridgeland Project in the City and County;

5. WHEREAS, the Local Authorities have negotiated with the Company for a fee-in-lieu abatement for the Ridgeland Project and for the payment of a fee-in-lieu of ad valorem taxes in accordance with MCA § 27-31-104 and -105(2), as applicable, and subject to the terms and conditions of this Agreement;

6. WHEREAS, the Company and the County will enter into a fee-in-lieu abatement for the Megasite Project, which is the subject of a separate agreement; and

7. WHEREAS, the Parties desire to memorialize their understandings 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 in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals and the mutual promises, agreements, and covenants contained in this Agreement, and other good and valuable consideration each to the other given and intending that the obligations in this Agreement be 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. "Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Company.

1.2. "Agreement" has the meaning set forth in the Preamble.

1.3. "Applicable Accounting Rules" means the accounting principles generally recognized as applicable to the Company Party whose Capital Investment is included for any purpose under this Agreement and pursuant to which that Company Party regularly prepares and maintains its financial and accounting books and records, and which incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

1.4. "Assessment Year" means the calendar year beginning on the First Assessment Date and each succeeding calendar year during the FIL Term.

1.5. "BOA" has the meaning set forth in the Preamble.

1.6. "BOS" has the meaning set forth in the Preamble.

1.7. "Capital Investment" means any expenditures by or on behalf of a Company Party for or to support the Ridgeland Project which can be capitalized under Applicable Accounting Rules, whether or not the Company Party elects to capitalize the same, including, but not limited to, all costs associated with the acquisition, installation of, construction of, or capital leasehold interest in land, buildings, and other real property improvements, fiber and other infrastructure, and fixtures, personal property, including Data Center Equipment and other equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs, wetland mitigation costs, environmental mitigation costs, permitting costs, hardware, software, other equipment or technology for the construction, improvement, expansion, or ongoing operation of the Project, any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for, or services to repair any of the foregoing, and capitalizable contributions by a Company Party to utility providers to acquire, install, or construct any utility-related infrastructure located in the City and County at or supporting the Ridgeland Project Site required or desirable for the Project, even if such infrastructure will not be owned by the Company Party.

The term "Capital Investment" shall, for purposes of this Agreement, also include the cost of buildings and equipment which are leased by a Company Party under one or more operating leases or which is capitalized on the Company Party's financial statements if the investment had been made by the Company Party and used in connection with the Project; provided that any such leased property must be subject to ad valorem taxation in the City and/or County or a Fee-in-Lieu as provided in any Ad Valorem Tax Agreement. 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 Company Party, which shall be determined in accordance with and governed by state ad valorem tax laws.

1.8. "Certificate of Investment" means a certificate of the Company substantially in the form attached hereto as **Exhibit "D"** attesting to the amount of Capital Investment which has been made.

1.9. "Certificate of Occupancy" or "COD" means a certificate issued by the requisite local authority certifying that a specific portion or room or all of a Data Center Building constructed for the Ridgeland Project is complete and in compliance with applicable building codes and regulations and is suitable for occupancy and operation consistent with its intended use, but shall exclude any temporary certificates of occupancy.

1.10. "City" has the meaning ascribed to such term in the Preamble.

1.11. "Community College School District" means the Mississippi community college school district in which the Ridgeland Project is located and which is or becomes entitled to receive Taxes Otherwise Payable.

1.12. "Company" has the meaning set forth in the Preamble.

1.13. "Company Party" means and includes the Company, together with any Affiliate and any Lessor, provided that each has a taxable interest in Property.

1.14. "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.

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

1.16. "Data Center Building" means a single structure within which data processing functions occur, each of which may have a separate Certificate of Occupancy (or multiple Certificates of Occupancy for different portions or rooms of the structure) and shall also include any additional buildings (*e.g*. for security or maintenance), facilities, installations, or infrastructure necessary or useful for the operation of the Data Center Building.

1.17. **"**Data Center Equipment**"** means the equipment to operate or support the Ridgeland Project and any additions to the Ridgeland Project, including, but not limited to, communications, computer, server, software, connectivity materials and equipment, emergency power generation equipment, cooling systems, electrical systems, data storage devices, other hardware equipment, and any other technology.

1.18. "Dispute" has the meaning set forth in Section 14.5.

1.19. "Effective Date" has the meaning set forth in the Preamble.

1.20. "Fee-in-Lieu" or "FIL" means that tax abatement provided for in MCA § 27-31-104 and 27-31-105(2).

1.21. "FIL Amount" means the amount of the Fee-in-Lieu payment obligation of each Company Party for a particular Assessment Year as provided by MCA § 27-31-104 and 27-31-105(2) as set forth in Section 5.1.

1.22. "FIL Payment" means the payment by each Company Party of the annual FIL Amount made in lieu of all Taxes Otherwise Payable by that Company Party in accordance with this Agreement.

1.23. "FIL Term" means the thirty (30) Assessment Years of the Fee-in-Lieu as defined in Section 6.1.

1.24. "First Assessment Date" has the meaning set forth in Section 6.1.

1.25. "Force Majeure Event" has the meaning set forth in Section 13.8.

1.26. "Full-Time Job" means a position created at the Ridgeland Project that requires a minimum of 1,820 paid hours per year and that is eligible for fringe benefits, provided that the average annual taxable compensation of all Full-Time Jobs filled by employees of the Company or an Affiliate is at least $70,000. For the avoidance of doubt, if the average annual taxable compensation of all Full-Time Jobs filled by employees of the Company or an Affiliate which are counted as part of the Initial Jobs Target and Secondary Jobs Target is at least $70,000, then Full-Time Jobs includes all positions filled by contractors or employees of contractors who provide services at the Ridgeland Project and that require a minimum of 1,820 paid hours per year provided that the average annual taxable compensation of such contractors or employees of contractors is at least 125% of the most recently published average annual wage of the State as determined by MDES. The number of Full-Time Jobs created for a 12-month period will equal the total hours paid to employees and/or contractors at the Ridgeland Project during that 12-month period divided by 1,820. In order for an employee of the Company or an Affiliate to be considered a "Full-Time Job" for purposes of this Agreement, the Company or the Affiliate must maintain, and upon written request, provide information to MCEDA that is reasonably sufficient to verify employment data, provided that such data shall not include personally identifiable information. The MDA will request and collect the necessary information from MDES to verify the employment data for any contractors or employees of contractors, and the Company hereby authorizes the MDA to share with MCEDA information obtained from MDES reasonably sufficient to verify the Company's compliance under this Agreement, provided that MCEDA will ensure the confidentiality of such information as required by Mississippi law and Section 14.9 of this Agreement. In the event that MDA or MCEDA cannot obtain wage information for contractor or independent contractor employees, MCEDA will work with the Company or the Affiliate to determine alternative methods of estimating employee wages. Full-Time Jobs shall not include any job held by a non-State resident performing remote work or telecommuting from outside of the State. Any telecommuting employee performing remote work must be a State resident and work in the City and the County for the job to qualify as a Full-Time Job under the preceding definition. For purposes of this Agreement, the Parties agree that a Full-Time Job shall be deemed maintained if the employer is actively recruiting to fill that position.

1.27. "Governing Board" and "Governing Boards" have the meanings set forth in the Preamble.

1.28. "Initial Jobs Target" shall have the meaning set forth in Section 13.4((a)(ii).

1.29. "Investment Target" has the meaning set forth in Section 13.4(a)(i).

1.30. "Jobs Target" has the meaning set forth in Section 13.4(a)(ii).

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

1.32. "Leasehold Interests" means the interests of Lessors, together with the interests of any Company Party other than the Lessor, 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 Ridgeland Project, including without limitation: (a) Property leased under a capital lease or other type of financing lease; (b) leasehold interests which could be capitalized on the financial statements of a Company Party (other than the Lessor), if the investment had been made by the Company Party; and (c) real property and/or improvements leased to a Company Party as part of the Ridgeland Project Site or improvements thereon.

1.33. "Lessor" means a Person, other than the Company or an Affiliate, which is the lessor, sublessor, or licensor of Leasehold Interests, and which is disclosed to the Taxing Authorities in accordance with Section 11.

1.34. "Local Authority" and "Local Authorities" have the respective meanings set forth in the Preamble.

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

1.36. "MDA" has the meaning set forth in the Preamble.

1.37. "MCEDA" has the meaning set forth in the Preamble.

1.38. "MDES" means the Mississippi Department of Employment Security.

1.39. "Megasite Project" means that portion of the Project located within the County and described in the Megasite Project Ad Valorem Tax Agreement.

1.40. "Megasite Project Ad Valorem Tax Agreement" means that certain Ad Valorem Tax Agreement, dated as of the Effective Date, by and among the Company, the County, the Tax Assessor, the Tax Collector and the MCEDA in connection with the Megasite Project.

1.41. "Megasite Project Site" means the parcels of real property defined as the "Megasite Project Site" in the Megasite Project Ad Valorem Tax Agreement.

1.42. "MMEIA" means the Mississippi Major Economic Impact Authority.

1.43. "Minimum Capital Investment" means the aggregate Capital Investment of at least Sixty Million Dollars ($60,000,000) by or on behalf of the Company Parties in the Ridgeland Project as required by MCA § 27-31-104(a).

1.44. "Party" and "Parties" have the respective meanings set forth in the Preamble. "Party" shall include any Company Party included in this Agreement pursuant to Section 11.

1.45. "Permanent Facility Closure" means any permanent cessation of data center operations of the Ridgeland Project, which shall be evidenced by either (a) written notice to the Local Authorities by the Company that it will cease data center operations at the Ridgeland Project Site permanently, or (b) any actual cessation of data center operations at all Data Center Buildings that are part of the Ridgeland Project for twelve (12) or more consecutive months other than as a result of (i) a casualty loss event provided that the affected Company Party makes reasonable efforts thereafter to repair and/or rebuild damaged portions of the Ridgeland Project and/or recommence Ridgeland Project operations, or (ii) any other Force Majeure Event.

1.46. "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.

1.47. "Project" has the meaning set forth in the Recitals.

1.48. "Property" means all property interests, including real property such as the Ridgeland Project Site, real property interests such as easements, real property improvements, and personal property, which would otherwise be subject to ad valorem taxation to any Company Party in the City and County but for this Agreement or other tax abatement mechanism and which are used in, necessary for, or related to the establishment or operation of the Ridgeland Project, including (i) Data Center Buildings and all other buildings, fencing, foundations, supporting structures, and infrastructure related to the Ridgeland Project, and (ii) personal property associated with the Ridgeland Project, including Data Center Equipment. Property also includes all Property that becomes part of the Ridgeland Project during the FIL Term and Property which replaces Property previously installed or constructed. Specifically excluded from the definition of Property is property or ownership interests, other than Property of Company Parties, which are taxable to third parties such as utility providers.

1.49. "Public Infrastructure Loan" means that loan agreement between MMEIA and the County dated as of _____, 2024 with a term of fifteen (15) years from the date of the first loan disbursement to the MCEDA, to provide funds to the MCEDA of up to $215,109,096 to pay the costs relating to public improvements for the benefit of the Project, which loan will bear interest at a rate of four percent (4%) per annum.

1.50. "Public Infrastructure Loan Payment" means each annual payment by the County to the MMEIA to pay principal and interest required by the Public Infrastructure Loan.

1.51. "Ridgeland Project" means that portion of the Project located at and supporting the Ridgeland Project Site.

1.52. "Ridgeland Project Site" means the parcels of real property described in **Exhibit "C"** attached hereto together with any additional real property located in the City and County acquired to support the Ridgeland Project.

1.53. "School Taxes" means all Taxes levied and assessed by the County for K-12 School District and Community College School District purposes.

1.54. "Secondary Jobs Target" shall have the meaning set forth in Section 13.4((a)(ii).

1.55. "State" has the meaning set forth in the Recitals.

1.56. "Tax Assessor" has the meaning set forth in the Preamble.

1.57. "Tax Collector" has the meaning set forth in the Preamble.

1.58. "Taxes" means all ad valorem taxes, including City and 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.

1.59. "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.

1.60. "Taxing Authorities" has the meaning set forth in the Preamble.

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

2.1. Eligibility Determination. The Taxing Authorities agree that the Company, any other Company Party, and the Ridgeland Project are eligible for the Fee-in-Lieu granted herein pursuant to MCA §§ 27-31-104(1)(a) or 27-31-105(2) , as applicable, for each of the following reasons: (i) the Company and the Ridgeland Project are respectively a "business enterprise" and a "data center," as defined in MCA § 57-113-21, and (ii) the Ridgeland Project is a "new enterprise" of the type enumerated in MCA § 27-31-101, which specifically includes "data centers as defined in MCA § 57-113-21."

2.2. Grant of Fee-in-Lieu. Each of the Local Authorities, upon motions made, carried, and spread upon the official minutes approved, or pursuant to a resolution duly approved and adopted, by their respective Governing Boards in the form and manner required by law, hereby contracts for and grants to the Company and the Ridgeland Project, together with all other Company Parties, if any, the Fee-in-Lieu as described in this Agreement 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 in this Agreement 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 as **Exhibit "A"** will be submitted by the Taxing Authorities or the Company to the MDA for its consideration and approval as required by MCA § 27-31-104(3). By executing the Certificate of Final Approval attached as **Exhibit "A"**, the MDA agrees that the Company and the Ridgeland Project, together with all other Company Parties, 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 (including any future governing boards of the Local Authorities) up to and through the FIL Term upon execution of this Agreement by the Parties and approval by MDA , 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 Ridgeland Project Site or otherwise located in City and the County and supporting the Ridgeland Project prior to or during the FIL Term, other than that which is otherwise exempt from ad valorem taxation, is 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 and subject to Section 6.3, including Property owned by or taxable to Company Parties and including Property which replaces other Property and Property which is added to the Ridgeland Project during the FIL Term.

SECTION 4. Scope of Abatement. The Fee-in-Lieu granted herein will abate and be in lieu of all Taxes Otherwise Payable and the obligations herein of each Company Party to make its respective FIL Payments will be in lieu of any obligation to pay Taxes Otherwise Payable with respect to the Property subject to the FIL.

SECTION 5. Amount of Fee-in-Lieu.

5.1. FIL Amount. The FIL Amount payable by each Company Party is as follows:

(a) Company FIL Amount. The FIL Amount payable by the Company for each Assessment Year during the FIL Term will be a stated one-third (1/3) of the Taxes Otherwise Payable by the Company for each Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount.

(b) Other Company Party FIL Amount. The FIL Amount payable by each Company Party other than the Company for each Assessment Year of the FIL Term shall be a stated one-third (1/3) of the Taxes Otherwise Payable by such Company Party 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 will in no way be liable for any FIL Amount payable by any other Company Party; however, the Tax Collector and a Company Party may agree for the Company to include the FIL Payment obligation for a Company Party or certain Leasehold Interests within the Company's FIL Amount.

SECTION 6. Fee-in-Lieu Term.

6.1. Total FIL Term. The FIL Term shall be 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 to this Agreement: (i) the Minimum Capital Investment has been made in the Ridgeland Project; and (ii) all portions or rooms in the first Data Center Building on the Ridgeland Project Site have received a Certificate of Occupancy. If real property improvements or personal property at the Ridgeland Project are subject to any Taxes in any year which begins prior to the issuance of the Certificates of Occupancy for all portions or rooms in the first Data Center Building at the Ridgeland Project, then the Company may elect to designate January 1 of that year as the First Assessment Date and begin the FIL Term by providing written notice of such election to the Tax Assessor prior to April 1 of such year, provided that the Minimum Capital Investment has been made prior to such election by the

Company. 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; provided, however, no Certificate of Investment will be required if the total true value of Property used by the Tax Assessor to calculate the Taxes Otherwise Payable for the first Assessment Year exceeds the Minimum Capital Investment amount of Sixty Million Dollars ($60,000,000.00).

6.2. Build-out of the Ridgeland Project; Additions and Replacement Property. The Company plans for the Company and/or other Company Parties to construct multiple Data Center Buildings over time. Each Data Center Building may be completed and become operational in sections. There will also be additions to Data Center Buildings and replacement of Data Center Equipment and other Property over the FIL Term. As each of the foregoing is placed into service and first becomes taxable, the FIL will apply to that Property for up to ten (10) years, subject to Section 6.3 below.

6.3. 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) will be subject to the Fee-in-Lieu for more than ten (10) Assessment Years. Any Property which is constructed, installed, or 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 after will be subject to the Fee-in-Lieu for a period equal to only the remaining years of the FIL Term.

6.4. Taxation after Expiration of FIL. After the FIL has expired as to any item or parcel of Property and it is no longer subject to the Fee-in-Lieu granted herein, the Property will be assessed and taxed based upon State ad valorem tax laws and regulations, subject to any applicable exemption or abatement, including a FIL granted pursuant to Section 12.2.

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

SECTION 7. FIL Payments.

7.1. FIL Payments. During each year of the FIL Term, each Company Party will make to the Tax Collector the FIL Payment applicable to it according to the process set forth in **Exhibit "B"** and as required by MCA § 27-31-104 and this Agreement for each such Assessment Year.

7.2. Separate Liabilities. Under no circumstances will any Company Party be jointly, severally, or otherwise liable for any other Company Party's failure to remit the other Company Party's FIL Payment or any other amount due pursuant to this Agreement or applicable law, nor will the failure of any other Company Party 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 all Company Parties collectively share the tax benefits offered by MCA § 27-31-104, each Company Party is individually responsible for complying with its own reporting, FIL Payment, and any tax payment requirements under State law. The Company will file, and use its commercially reasonable efforts to cause each other Company Party to file, documentation or applications 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 will deliver each FIL Payment to the Board, which will apportion among and make payment to MDA or MMEIA, the County, the City and the K-12 School District as follows:

8.1. Public Infrastructure Loan Payment. Prior to any other apportionment and remittance of any FIL Payment for an Assessment Year, the Board will first remit to the MDA or MMEIA, as applicable, the Public Infrastructure Loan Payment due and payable for that year pursuant to the Public Infrastructure Loan.

8.2. K-12 School District Share. After remittance and allocation of the portions of the FIL Payment as described in Section 8.1 above for an Assessment Year, the share of the remaining balance of each annual FIL Payment (i.e., the balance remaining after remittance of the Public Infrastructure Loan Payment) payable to the K-12 School District will be calculated and apportioned on a pro rata basis based upon the proportion of the millage imposed for the K-12 School District by the appropriate levying authority to the total tax millage imposed for all purposes in the same year and paid to the K-12 School District.

8.3. City Share. After remittance and allocation of the portions of the FIL Payment as described in Sections 8.1 and 8.2 above for an Assessment Year, the share of the remaining balance of each annual FIL Payment payable to the City will be calculated and apportioned on a pro rata basis based upon the proportion of the millage imposed for the City by its Governing Board to the total tax millage imposed for all purposes in the same year and paid to the City.

8.4. County Share. The remaining balance of each annual FIL Payment (i.e., the balance remaining after the remittances and allocations described in Sections 8.1 through 8.3 above) shall be allocated to the County, out of which the County will first pay to the Community College School District a pro rata amount based upon the proportion of the millage imposed for the Community College School District by the County to the millage imposed for all purposes in the same year. The remaining balance will be retained by the County.

8.5. Use of FIL Proceeds. The Parties agree that the respective portions of FIL Payment proceeds may be used, except as otherwise provided in Section 8.1 of this Agreement, at the discretion of the governing boards of the K-12 School District, the Community College School District, the City, and the County, for any lawful purposes. The Company and any Company Party shall not be responsible nor liable for any failure of the Tax Collector or the Board to apportion the proceeds of each FIL Payment in accordance with the requirements herein or as provided by law.

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.

SECTION 10. [RESERVED].

SECTION 11. Identification of Other Company Parties. Each Lessor or Affiliate, or the Company on behalf of such other Person, will provide written notice to the Local Authorities and the Tax Assessor, on or before April 1 of the Assessment Year during which any Property of that Company Party that has been constructed, installed, or otherwise placed into service on the Ridgeland Project Site first becomes subject to assessment. Upon giving notice, the Lessor or Affiliate and its Property which is the subject of the notice, becomes subject to the Fee-in-lieu granted in this Agreement for ten (10) Assessment Years (subject to Section 6.3) and the Person giving notice or on whose behalf notice is provided by the Company will be a Company Party and be deemed a Party to this Agreement. For the avoidance of doubt, a Company Party, other than the Company, or the Company on behalf of such other Company Party, need only provide such written notice to the Local Authorities and the Tax Assessor one time *(i.e.,* on or before the April 1 following the addition of any Property to the Ridgeland Project Site by such Company Party for the first time). Notice in subsequent Assessment Years shall not be required for originally installed Property to remain abated or for additions and replacement property of that Company Party to be added to the FIL, provided that the Company Party files a personal property rendition as required by MCA § 27-35-23.

SECTION 12. Expansions and Subsequent Phases of the Project. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will apply to the Ridgeland Project and Ridgeland Project Site as defined herein, which the Company and the Local Authorities acknowledge may be only the first phase of the Company's larger plans for developing the overall Project and Project-related operations at the Ridgeland Project Site or otherwise in the City and County. The Company may identify future expansions of the Project, whether located at the Ridgeland Project Site or elsewhere in the City, which it may request the Local Authorities to construe as additional "projects" for purposes of securing independent agreements to make payments in lieu of ad valorem taxes. The Local Authorities acknowledge that such expansions and subsequent phases are eligible to be treated as independent "projects" so long as each subsequent phase independently meets the minimum investment and any other statutory requirements under MCA §§ 27-31-104 or -105(2). In the event the expansions or subsequent phases independently satisfy the then-applicable statutory and other legal requirements, the Local Authorities express their intention, upon request of the Company, to enter into agreements with the Company or its successors/assigns as necessary 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/Reduction of Fee-in-Lieu Abatement.

13.1. Without limiting, and notwithstanding any other rights and remedies available to the Taxing Authorities arising from any failure by any Company Party to timely make any FIL Payment due in accordance with this Agreement or to otherwise pay any other Taxes otherwise due and payable on Property, and which are not the subject of a protest or dispute commenced by such Company Party in accordance with applicable law *(e.g.,* after the filing of appeal bond, if applicable), the Governing Board may, following notice to the Company Party and the cure period in accordance with this Section 13, in its sole discretion, suspend the participation by any Company Party in the Fee-in-Lieu granted by this Agreement or any other exemption granted by such Governing Board for the Ridgeland Project until such time that said payment is made by the Company Party.

13.2. Each Governing Board may, following notice to the Company Party and the cure period in accordance with Section 13.5, in their respective sole discretion, terminate the Fee-in-Lieu granted by this Agreement upon the occurrence of any Permanent Facility Closure.

13.3. If the First Assessment Date has not occurred by January 1, 2028, as such date may be extended due to any delay caused by a Force Majeure Event, each Local Authority shall have the right, but not the obligation, to reduce the FIL Term by a period of time equal to the period of time between January 1, 2028 (subject to any delay caused by a Force Majeure Event) and the First Assessment Date. If the First Assessment Date has not occurred by January 1, 2029, as such date may be extended due to any delay caused by a Force Majeure Event, each Local Authority shall have the right, but not the obligation, to terminate this Agreement.

13.4. The Company anticipates that the Ridgeland Project, together with the Megasite Project, will result in the following:

(a) (i) a cumulative Capital Investment in the County by one or more Company Parties of not less than Ten Billion Dollars ($10,000,000,000) by no later than January 1, 2030 (the "Investment Target"); and

(ii) the creation in the County by one or more Company Parties of no fewer than three hundred fifty (350) new, Full-Time Jobs on or before January 1, 2031, and the maintenance of such new, Full-Time Jobs for a period of five (5) years thereafter (the "Initial Jobs Target"); and

(iii) creation in the County by one or more Company Parties of no fewer than three hundred fifty (350) additional new, Full-Time Jobs on or before January 1, 2036), such that by said deadline, the Ridgeland Project, together with the Megasite Project, have resulted in the creation of a cumulative seven hundred (700) Full-Time Jobs in the County, and thereafter the maintenance of such seven hundred (700) new, Full-Time Jobs for a period of five (5) years (the "Secondary Jobs Target").

(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) If the Investment Target is not met on or before January 1, 2030 (as such date may be extended due to any permitted delay resulting from a Force Majeure Event), for the Assessment Year beginning on that date, subject to Section 13.4(b)(v), the percentage used to calculate the FIL Amount shall be determined using the following formula:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ $10 billion)

where "a" equals the total Capital Investment by all Company Parties.

Example: If the Capital Investment by all Company Parties is $9 billion on January 1, 2030, the revised FIL Amount percentage will be:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ $10 billion) = 37%

For each subsequent Assessment Year in which the cumulative Capital Investment by all Company Parties remains below the Investment Target, the above calculation will be used to determine the percentage used to calculate the FIL Amount. Once the Investment Target is met, the percentage set forth in Section 5.1 (i.e., one-third (1/3)) will be used to calculate the FIL Amount.

(ii) If 50% of the Initial Jobs Target has not been met on or before January 1, 2031, or by January 1 of any of the five (5) Assessment Years thereafter (as such date may be extended, in each case, due to any permitted delays resulting from a Force Majeure Event), each Governing Board may suspend the FIL for the following Assessment Year. If the Initial Jobs Target has not been met, but at least 50% of the Initial Jobs Target has been met on or before January 1, 2031, or by January 1 of any of the three (3) Assessment Years thereafter, subject to Section 13.4(b)(v), for the Assessment Year commencing on January 1, 2031 and for each of the three (3) successive Assessment Years thereafter until the Initial Jobs Commitment Target has been satisfied, the percentage used to calculate the FIL Amount shall be increased as follows:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ 350)

where "a" equals the actual number of new, Full-Time Jobs created or caused to be created on or before January 1, 2031 or otherwise by January 1 of each of the three (3) Assessment Years thereafter, as applicable.

(iii) If 50% of the Secondary Jobs Target has not been met on or before January 1, 2036 or by January 1 of each of the five (5) years thereafter (as such date may be extended, in each case, due to any permitted delays resulting from a Force Majeure Event), each Governing Board may suspend the FIL for the following Assessment Year. If the Secondary Jobs Target has not been met, but at least 50% of the Secondary Jobs Target has been met on or before January 1, 2036, or by January 1 of any of the five (5) Assessment Years thereafter, subject to Section 13.4(b)(v), for the Assessment Year commencing on January 1, 2036, and for each of the five (5) successive Assessment Years thereafter until the Company has satisfied its Secondary Jobs Target, the percentage used to calculate the FIL Amount shall be increased as follows:

Revised Fee-in-Lieu percentage = 1/3 ÷ (a ÷ 700)

where "a" equals the actual number of new, Full-Time Jobs created or caused to be created by the Company on or before January 1, 2036 or otherwise by January 1 of each of the five (5) Assessment Years thereafter, as applicable.

(iv) If the Investment Target, the Initial Jobs Target, or the Secondary Jobs Target are met prior to the deadlines stated in Sections 13.4(a) and (b)(i-iii) above, the relevant target may be satisfied at that earlier date.

(v) In the event that the Investment Target and either the Initial Jobs Target or the Secondary Jobs Target have not been met for a particular year, only the greater of the percentage increases calculated pursuant to subsections 13.4(b)(i) though 13.4(b)(iii) shall be applied. By way of example, if a failure to meet the Investment Target results in a five percent (5%) increase in the FIL Amount and a failure to meet the Initial Jobs Target

results in a ten percent (10%) increase in the FIL Amount in the same Assessment Year, then the total increase for that year shall equal only ten percent (10%).

13.5. No suspension or modification of the FIL or termination of this Agreement by any Governing Board as set forth in Sections 13.1-13.4 may occur unless such Local Authority first gives written notice specifying the conditions giving rise to the suspension or termination of this Agreement to the Company and any other affected Company Party, which shall have sixty (60) days to cure such conditions.

13.6. For avoidance of doubt, suspension of the Fee-in-Lieu under this Section 13 of this Agreement, shall not extend the FIL Term.

13.7. This Section 13 is the sole remedy of each Local Authority for the circumstances described in Sections 13.1 - 13.4. Notwithstanding any other provision of this Agreement to the contrary, should a Governing Body of a Local Authority suspend or reduce the Fee-in-Lieu granted by this Agreement pursuant to this Section 13 as to that Governing Body, all other obligations of the Parties under the Agreement shall continue to remain in full force and effect. Should a Governing Body of a Local Authority terminate this Agreement pursuant to this Section 13 as to that Governing Body, the Agreement shall continue to remain in full force and effect by and between all remaining Parties; provided that if the Governing Boards of both Local Authorities terminate this Agreement under Section 13.2 or 13.3, this this Agreement shall be terminated with respect to all Parties, subject to Section 14.8.

13.8. For purposes of this Section 13 and any other obligations of the Company set forth in this Agreement which may be delayed due to a Force Majeure Event, a "Force Majeure Event" means, with respect to the Company, any event or occurrence that (a) is not within the reasonable control of a Company Party or, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by the Company Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders, or delays the Company Party from performing its obligations under this Agreement, including any of the following events and occurrences: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials or supplies through ordinary sources by reason of shortages or priority; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Company Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine, explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; any failure by any local or State governing body to issue any material permit or material approval necessary for the construction or operation of the Ridgeland Project within the timeframe stated by such local or State governing body to process and issue such permit or approval following the submission by the Company Party seeking such permit or approval of a complete and accurate application or petition therefor; or any other cause or event not within the reasonable control of the Company Party, including but not limited to, insufficient, unavailable or delayed utilities for the Ridgeland Project (and/or the Megasite Project with respect to Section 13.4 of this Agreement). Any delay in the performance of any of the duties or obligations of the Company will not be considered a breach of this Agreement and the time required for performance will be extended for the period equal to the delay, provided that such delay is caused by a Force Majeure Event, and, provided further, that the aggregate extension available to a Party for all Force Majeure Events will not exceed 5 years. The Delayed Party will give prompt notice to the other Parties of such cause and will take whatever commercially reasonable steps are necessary to relieve the effect of such cause. In the event of a Force Majeure Event,

the Company shall promptly notify the Local Authorities 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 duration and impact of the Force Majeure Event. No Force Majeure Event shall excuse, waive, or permit any delay in the payment or remittance of any FIL Amounts already due, accrued, and owing from any Company Party in accordance with this Agreement.

13.9. **Notice of Suspensions/Termination/Reduction of Fee-in-Lieu Abatement.** Promptly upon determination by any Governing Board of a suspension, termination, or reduction pursuant to this Section 13, such Governing Board(s) shall inform the Tax Assessor and the Tax Collector of such suspension, termination, or reduction.

SECTION 14. Miscellaneous.

14.1. Assignment and Other Ownership Changes.

(a) This Agreement is not generally assignable by the Taxing Authorities; provided, however, that each Taxing Authority may, with the prior written consent of the Company, and to the extent permitted by applicable law, assign any one or more of its obligations under this Agreement to any other Taxing Authority if that Party agrees to assume such obligation(s).

(b) No Party may assign this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld, except that the Company may assign this Agreement, in whole or in part, to an Affiliate for any reason or to any assignee in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction without the consent of the other Parties. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

(c) In addition, the Company may assign all or part of its rights and obligations to the Ridgeland Project under this Agreement to Company's lenders without the consent of the Taxing Authorities. In the event of a collateral assignment to the Company's lenders, the Local Authorities shall, as promptly as practicable given the timing of regularly scheduled meetings of each Governing Board, provide to such lenders any consent to collateral assignment reasonably requested by the lenders.

(d) Following the completion of the assignment of any part of this Agreement to any assignee permitted by subsections (b) or (c) above, all references herein to the "Company" in the assigned portion of the Agreement shall, upon and following such assignment, be deemed to refer solely to such permitted assignee.

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 will be made to the Tax Collector as follows:

Company at:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

with a copy to:

Butler Snow LLP
Attn: Wilson Montjoy or Parker Berry
1020 Highland Colony Parkway (39157)
P.O. Box 6010
Ridgeland, MS 39158-6010

County at:

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

MCEDA at:

Madison County Economic Development Authority
135 Mississippi Pkwy
Canton, MS 39046
Attention: Executive Director

City at:

City of Ridgeland, Mississippi
100 W School Street
Ridgeland, MS 39157
Attention: Mayor

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
125 West North Street
P.O. Box 292
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 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 that is waiving compliance. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement will 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, will be deemed to be or be construed as a further or continuing waiver of any 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 to this Agreement will take all action and execute further instruments or documents as any 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 Company Party, if applicable) to realize all of the benefits contemplated under this Agreement. The Company acknowledges and agrees that it will file, and use its commercially reasonable effort to cause each other Company Party 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. Dispute Resolution. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or interpretation of this Agreement and the implementation of any termination or repayment provisions) (a "Dispute"), then upon the written request of a Party, each of the Parties will appoint one or more designated representatives whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the others all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such representatives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Parties. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute; provided that, notwithstanding the forgoing, this Section 14.5 shall in no way abridge any Party's right to a jury trial, nor shall any Party be obligated to comply with this Section 14.5 if such compliance would or could reasonably be expected to result in a Party missing any applicable statutes of limitations or repose or any filing deadline imposed by State or local law, regulation or judicial rule or to otherwise waive or abrogate in any way any other remedy available to such Party under State law.

14.6. Governing Law, Disputes Over Valuation, and Forum Selection. Subject first to the requirements of Section 14.5 herein, 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), will 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 brought

by any Company Party, the Company Party involved in such action shall provide, in the manner prescribed by Section 14.2, written notice of such action to the MDA.

14.7. Material Breach. A Party will not be considered in material breach of this Agreement unless it breaches a material obligation under this Agreement, is given notice of its breach, and fails to cure the breach within 60 days of the notice. If the breach remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party. This Section does not apply to the requirements of Section 13 or to any failure by any Company Party to timely remit any FIL Amount payable by it pursuant to this Agreement.

14.8. Termination Rights. The Company may elect to terminate this Agreement for any reason by delivery of written notice thereof to each of the other Parties. Any Party may also terminate this Agreement pursuant to Section 14.7. Notwithstanding anything to the contrary in the Megasite Project Ad Valorem Tax Agreement including, without limitation, Exhibit "D" thereof, the Local Authorities shall retain all ad valorem taxes received following the termination of this Agreement and, for avoidance of doubt, no ad valorem tax payments received following the termination of this Agreement shall be applied to repay any portion of the Public Infrastructure Loan, and Section 2 and Section 3 of Exhibit "D" of the Megasite Project Ad Valorem Tax Agreement shall be removed from the calculation set forth in such Exhibit "D" for purposes of calculating any Additional FIL Floor Amount (as defined in the Megasite Project Ad Valorem Tax Agreement). Upon termination, the Parties will have no further rights or obligations hereunder except those set forth in Section 14.7, this Section 14.8 and Section 14.9, which shall survive termination of this Agreement.

14.9. Confidentiality. Upon request for disclosure of information required by or related to this Agreement, whether or not marked confidential, trade secret, or proprietary, the Taxing Authorities will immediately notify the Company in strict accordance with MCA § 25-61-9 to allow the Company the opportunity to protect from disclosure information designated or determined by the Company to be confidential or a trade secret prior to any disclosure by the Taxing Authorities.

14.10. 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 will not be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement. Whenever the singular number is used in this Agreement, the same includes the plural and words of any gender includes each other gender.

14.11. Successors and Assigns. All the provisions in this Agreement are 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.

14.12. 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.

14.13. 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.

14.14. Tax Officials. To the extent not otherwise already specifically covered by this Agreement, the Tax Assessor and the Tax Collector agree to abide by all of the terms and provisions of this Agreement

and such terms and provisions as may require his, her, or their, as applicable, involvement, acquiescence, approval, or implementation of the Tax Assessor and the Tax Collector.

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

14.16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement *(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 of this Agreement.

14.17. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

14.18. Counterparts; Electronic Transmittals. This Agreement may be signed in separate counterparts and delivered by electronic transmission, each of which counterpart so executed will be deemed to be an original, and all such separate counterparts will 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 ESIGN 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 ESIGN Act of 2000, *e.g.,* www.docusign.com) are to be deemed to be their original signatures for all purposes.

14.19. 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 will any individual, partner, member, shareholder, owner, officer, director, employee, affiliate, subsidiary, beneficiary, or elected or appointed public official of any Party or the City or County be personally liable to a Party for any payments, obligations or performance due under this Agreement, or for any breach or failure of performance of a Party under this Agreement, and that the sole recourse for payment or performance of the obligations under this Agreement will be against the Parties (or any Company Party, as applicable) or the City or County, except for such liability as may be expressly assumed by an assignee pursuant to an assignment of, or pursuant to, this Agreement.

IN WITNESS WHEREOF, the County, the City, 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.

[SIGNATURES ON FOLLOWING PAGES]

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

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

Date: _____, 2024

ATTEST & SEAL:

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

Date: _____, 2024

CITY OF RIDGELAND, MISSISSIPPI,
acting by and through its Mayor and Board of Aldermen

By:_____
_____
Mayor, City of Ridgeland, Mississippi

Date: _____, 2024

ATTEST & SEAL:

By:_____
_____
City Clerk, City of Ridgeland, Mississippi

Date: _____, 2024

TAX ASSESSOR

By:_____
_____
Tax Assessor,
Madison County, Mississippi

Date: _____, 2024

TAX COLLECTOR

By:_____
_____
Tax Collector,
Madison County, Mississippi

Date: _____, 2024

AMAZON DATA SERVICES, INC.

By:_____
_____
_____

Date: _____, 2024

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Joseph Deason
Executive Director

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 Ridgeland 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) and are authorized by Senate Bill No. 2001 and House Bills 1 and 2, passed by the Mississippi Legislature in the 2024 Second Extraordinary Session and signed into law by the Governor of Mississippi;

(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:_____
Bill Cork,
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 issuance of 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 City and 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 Company Party 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 Company Party 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 by a Company Party confer upon any of the Taxing Authorities the right to suspend or terminate this Agreement as to that Company Party except to the extent expressly authorized by State law and this Agreement.

(ii) Assessment Ratio and Classification. As of the Effective Date, the Ridgeland 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 Company Party, 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 Ridgeland

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 Ridgeland 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 Company Party on such Company Party's Property for each Assessment Year shall be the amount calculated in accordance with Section 5. The Tax Collector shall provide each Company Party 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 Company Party 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 Ridgeland 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 the relevant Company Party, and each Company Party 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"

RIDGELAND PROJECT SITE DESCRIPTION

Ridgeland Project Site includes the parcels reflected on the Madison County, Mississippi, Tax Map, as of the Effective Date, as Parcel Nos.:

071H-34A-001/03.00	071H-34C-001/01.00
071H-34A-001/06.00	071H-34C-004/00.00
071H-34A-001/07.00	071H-34C-003/00.00
071H-34B-001/01.00	071H - 34D-001/04.00
071H-34B-001/03.00	071H-34D-001/01.00
071H-34B-001/02.00	071H-33-037/02.00
071H-33 -038/00.00	071H-33-037/01.00
071H-34C-001/02.00	071H-033-036/00.00
071H-34C-001/03.00	071H-28 -002/01.00
071H-34C-002/00.00	

Which parcels are generally depicted in the following map.


Livingston RD
Highland Colony PKWY
County Line RD
2/01
2/01.16
35
35/01
35/02
35/03
28
26/01
26/05
26/01
21
21/01
20/02
20/04
20/01
19/02
19
16/02
15
39
10
8
2/01
7
4
3
2
16
17/01
18
17/02

EXHIBIT "D"

CERTIFICATE OF INVESTMENT
AD VALOREM TAX AGREEMENT, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

PROJECT SUMMARY

Project	
Locality (City or County)	
Date of Certificate of Investment	

CAPITAL INVESTMENT SINCE PROJECT INCEPTION

Total Capital Investment	**$**

TO BE CERTIFIED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY:

I certify that I have examined this report, and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "C"

Loan Agreement

(see attached)

PROJECT INFRASTRUCTURE LOAN AND CONTRIBUTION AGREEMENT

among

MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY,

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

MADISON COUNTY, MISSISSIPPI,

and

CITY OF RIDGELAND, MISSISSIPPI

Dated as of _____, 2024

PUBLIC INFRASTRUCTURE AND CONTRIBUTION LOAN AGREEMENT

This Public Infrastructure Loan & Contribution Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") dated effective as of _____, 2024 between the MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY, acting for and on behalf of the State of Mississippi (the "Lender"), the MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a Mississippi body politic authorized and created pursuant to Chapter 947, Local and Private Laws of 1979, as amended ("Borrower"), the CITY OF RIDGELAND, MISSISSIPPI (the "City") and MADISON COUNTY, MISSISSIPPI (the "County") (each of the foregoing being a "Party" and all being collectively the "Parties").

RECITALS

A. WHEREAS, the Lender is authorized by MCA § 57-75-11(aaa)(ii) to provide loans to public agencies in connection with a "project" as defined under MCA § 57-75-5(f)(xxxiii) for site preparation, utilities, real estate purchases, purchase options and improvements, infrastructure, roads, rail improvements, public works, buildings and fixtures, job recruiting and training, as well as planning, design, environmental mitigation and environmental impact studies with respect to a project, and any other purposes approved by the Lender in amounts not to exceed the amount authorized in MCA § 57-75-15(3)(ff);

B. WHEREAS, the Borrower is authorized pursuant to MCA § 57-75-37(7)(c)(ii) to borrower such funds from Lender for such purposes;

C. WHEREAS, the City and the County are authorized pursuant to MCA § 57-75-37(7)(c)(iii) to enter into one or more agreements with the Lender to remit a portion of any fee-in-lieu of ad valorem taxes and/or a portion of any ad valorem taxes, in each case derived from a "project" as defined under MCA § 57-75-5(f)(xxxiii); and

D. WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions by which the Lender will make the Loan (as hereafter defined) to the Borrower, the Borrower will use the proceeds of such Loan to construct the Infrastructure Improvements and the City and County will remit to Lender a portion of the fee-in-lieu of ad valorem taxes and/or ad valorem taxes, in each case derived from a "project" as defined under MCA § 57-75-5(f)(xxxiii), to repay the Loan.

NOW, THEREFORE, the Parties, intending to be legally bound hereby and in consideration of the covenants hereinafter contained, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Certain Defined Terms. Except as otherwise provided herein, accounting terms not specifically defined shall be construed, and all accounting procedures shall be performed in accordance with generally accepted accounting principles consistently applied. As used in this Agreement, the following terms have the following meanings, which apply to both the singular and plural forms:

"Advance(s)" means each advance of Loan proceeds made by the Lender to the Borrower pursuant to the terms and conditions of this Agreement and the Note.

"Advance Disbursement Process" means the process and procedures specified in Section 5.1 which Borrower shall follow in order to request and receive an Advance.

"Advance Request" means the written form specified in **EXHIBIT "C"**, which must be prepared by the Borrower and submitted by the Borrower to the Lender in accordance with the Advance Disbursement Process before the Lender shall have any obligation to make an Advance to the Borrower.

"Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Company.

"Agreement" shall have the meaning ascribed to such term in the preamble hereof.

"Amortization Schedule" shall mean an amortization schedule that shall be created and updated in accordance with Section 3.4 hereof each time an Advance is made to Borrower, and shall, subject to adjustments for each Advance made to Borrower hereunder, reflect equal annual payments of principal and interest beginning on the Initial Loan Payment Date and on each Loan Payment Date thereafter until the Maturity Date; provided that, in the event that the Initial Loan Payment Date occurs in 2027, the maximum combined payment of principal and interest due on the Initial Payment Date shall not exceed $10,000,000.00.

"Authorized Representative" shall mean, with respect to each Borrower Party, any person or persons from time to time designated in writing by such Borrower Party to act on its behalf, which designation is provided to the Lender in accordance with Section 6.2. Unless and until changed by the respective Borrower Party, (i) the Borrower's Authorized Representative shall initially be Joseph Deason, its Executive Director, (ii) the City's Authorized Representative shall initially be Gene McGee, its Mayor, and (iii) the County's Authorized Representative shall initially be Gerald Steen, its President of the Board of Supervisors.

"Borrower" shall have the meaning ascribed to such term in the preamble hereof.

"Borrower Party" means each of the Borrower, the City and the County.

"Business Day" shall mean any day, other than a Saturday or Sunday, on which the Lender is not required or authorized by law to remain closed.

"City" shall have the meaning ascribed to such term in the preamble hereof.

"Closing Date" means the last date of signed execution of this Agreement by Lender and Borrower.

"Company" shall mean Amazon Data Services, Inc.

"Company Party" means and includes the Company, any Affiliate thereof or any Lessor, provided that each has a taxable interest in any Project Property.

"Contribution Obligations" means those obligations of the City and County set forth in Section 4.2

"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.

"County" shall have the meaning ascribed to such term in the preamble hereof.

"Data Center Building" means a single structure within which data processing functions occur, and shall also include any additional buildings (*e.g*. for security or maintenance), facilities, installations, or infrastructure necessary or useful for the operation of the Data Center Building.

"Data Center Equipment**"** means the equipment to operate or support one or more Data Center Buildings, and any additions thereto, including, but not limited to, communications, computer, server, software, connectivity materials and equipment, emergency power generation equipment, cooling systems, electrical systems, data storage devices, other hardware equipment, and any other technology.

"Draw Period" means the five (5) year period following the effective date of this Agreement.

"Eligible Costs" shall mean any and all costs to locate, construct, install and equip the Infrastructure Improvements, together with any other costs of site preparation, utilities, real estate purchases, purchase options and improvements, infrastructure, roads, rail improvements, public works, buildings and fixtures, job recruiting and training, as well as planning, design, environmental mitigation and environmental impact studies with respect to the Project, together with any costs incurred by the Borrower to locate, construct, install and equip any other "facility related to the [P]roject," as defined in MCA § 57-75-5(d), or as otherwise approved by the Lender.

"Event of Default" means any event or condition that shall constitute an event of default as described in ARTICLE 9 of this Agreement.

"FILOTs" means the Megasite Project FILOT and the Ridgeland Project FILOT.

"Infrastructure Improvements" shall mean the infrastructure improvements described in **EXHIBIT "B"** attached hereto and incorporated herein by reference.

"Initial Amortization Date" means the date that is the earlier of (i) December 1 of the year preceding the year in which the County is due to receive the initial fee-in-lieu of ad valorem tax payment paid by the Company pursuant to the Megasite Project FILOT and/or the Ridgeland Project FILOT; or (ii) December 1, 2028.

"Initial Loan Payment Date" means earlier of (i) the 90th day following the receipt by the County of the initial fee-in-lieu of ad valorem tax payment paid by the Company pursuant to the Megasite Project FILOT and/or the Ridgeland Project FILOT; or (ii) May 1, 2030.

"Interest Rate" means the fixed interest rate specified in the Note.

"Interim Advance" has the meaning ascribed to such term in Section 3.4.

"Leasehold Interests" means the interests of any lessor, together with the interests of any Company Party other than such Lessor, in Project 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 Megasite Project or Ridgeland Project, including without limitation: (a) Project Property leased under a capital lease or other type of financing lease; (b) leasehold interests which could be capitalized on the financial statements of a Company Party (other than such lessor), if the investment had been made by such Company Party; and (c) real property and/or improvements leased to a Company Party as part of the Megasite Project or the Ridgeland Project or improvements thereon.

"Lessor" means a Person, other than the Company or an Affiliate thereof, which is the lessor, sublessor, or licensor of Leasehold Interests, and which is disclosed to the Tax Assessor in accordance with the Megasite Project FILOT or the Ridgeland Project FILOT, as applicable.

"Lender" shall have the meaning ascribed to such term in the preamble hereof.

"Loan" means the loan in an aggregate principal amount not to exceed the Maximum Loan Amount to be made by the Lender to Borrower in one or more Advances pursuant to the terms of the Agreement.

"Loan Documents" means this Agreement and the Note, as any of the foregoing may from time to time be amended, restated or otherwise modified or replaced, and any other document delivered pursuant thereto.

"Loan Payments" shall mean the payments required to be made by the Borrower pursuant to ARTICLE 3 hereof.

"Loan Payment Date" means the Initial Loan Payment Date and May 1 of each year thereafter until the Maturity Date.

"Maturity Date" means May 1, 2040, except to the extent extended by the Lender pursuant to Section 4.4.

"Maximum Loan Amount" means (i) a maximum principal amount of TWO HUNDRED FIFTEEN MILLION ONE HUNDRED NINE THOUSAND NINETY-SIX DOLLARS ($215,109,096.00), plus (ii) the amount of all capitalized interest accrued on each Advance amount from the date such Advance is made until the Initial Loan Payment Date.

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

"MDA" shall mean the Mississippi Development Authority.

"Megasite Project" means that portion of the Project located in the County but outside of any municipality, including but not limited to that portion of the Project located at the County's Megasite at the intersection of Highway 22 and Nissan Parkway in the County.

"Megasite Project FILOT" shall mean that certain Agreement To Make Payments in Lieu of Ad Valorem Taxes dated as of January 30, 2024, by and among the County, the Company and the other parties thereto.

"Megasite Property" means all property interests, including real property, real property interests such as easements, real property improvements, and personal property, which is subject to ad valorem taxation in the County, and are used in, necessary for, or related to the establishment or operation of the Megasite Project, including (i) Data Center Buildings and all other buildings, fencing, foundations, supporting structures, and infrastructure related to the Megasite Project, and (ii) personal property associated with the Megasite Project, including Data Center Equipment. Megasite Property also includes all such property that becomes part of the Megasite Project during the term of the Megasite Project FILOT and such property which replaces Megasite Property previously installed or constructed. Specifically excluded from the definition of Megasite Property is property or ownership interests, other than such property of the Company or its Affiliates, which are taxable to third parties such as utility providers.

"Megasite Project Taxes" means the municipal and county ad valorem taxes received by the County for Megasite Project Property, but excluding ad valorem taxes levied for local K-12 school district and community college purposes, the "mandated levies" described in MCA § 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles.

"Megasite Project Revenues" means Megasite Project Taxes and all fee-in-lieu of ad valorem tax payments received by the County pursuant to the Megasite Project FILOT.

"Note" shall mean the promissory note attached hereto as **EXHIBIT "A"** and incorporated herein by reference to be executed by Borrower.

"Person" or "person" shall mean, as the case may be, any individual, sole proprietorship, corporation, partnership (including without limitation, general and limited partnerships), joint venture, association, joint stock company, trust, unincorporated organization or government, any agency or political subdivision thereof, or public corporation.

"Project" means a "project", as defined by MCA § 57-75-5(f)(xxxiii), undertaken by one or more Company Parties and comprised of the construction, development, and operation of multiple Data Center Buildings, to be constructed or caused to be constructed over a period of multiple years by one or more Company Parties, and which are cumulatively expected to result in the creation of at least One Thousand (1,000) new, full-time jobs in the State and are expected to require a cumulative capital investment (of at least Ten Billion Dollars ($10,000,000,000).

"Project Property" means the Megasite Project Property and the Ridgeland Project Property.

"Project Revenues" means Ridgeland Project Revenues received by the City and Ridgeland Project Revenues and Megasite Project Revenues received by the County.

"Project Sites" means the Megasite Project Site, as defined in the Megasite Project FILOT (as such agreement may be amended or other modified from to time with the consent of the MDA), and the Ridgeland Project Site, as defined in the Ridgeland Project FILOT (as such agreement may be amended or other modified from to time with the consent of the MDA).

"Project Taxes" means Ridgeland Project Taxes and Megasite Project Taxes.

"Registered Vendor" means a contractor, vendor or supplier registered through the State Department of Finance and Administration to do business with the State via the Mississippi Accountability

System for Government Information and Collection (MAGIC) for which a MAGIC vendor number has been issued.

"Ridgeland Project" means that portion of the Project located within the City, including that portion of the Project situated on several parcels of real property lying immediately north of County Line Road between Highland Colony Parkway and Livingston Road in the City.

"Ridgeland Project FILOT" shall mean that certain Agreement To Make Payments in Lieu of Ad Valorem Taxes dated as of January 30, 2024, by and among the City, the County, the Project Company and the other parties thereto.

"Ridgeland Project Property" means all property interests, including real property, real property interests such as easements, real property improvements, and personal property, which is subject to ad valorem taxation in the County and City, and are used in, necessary for, or related to the establishment or operation of the Ridgeland Project, including (i) Data Center Buildings and all other buildings, fencing, foundations, supporting structures, and infrastructure related to the Ridgeland Project, and (ii) personal property associated with the Ridgeland Project, including Data Center Equipment. Ridgeland Project Property also includes all such property that becomes part of the Ridgeland Project during the term of the Ridgeland Project FILOT and such property which replaces Ridgeland Project Property previously installed or constructed. Specifically excluded from the definition of Ridgeland Project Property is property or ownership interests, other than such property of the Company or its Affiliates, which are taxable to third parties such as utility providers.

"Ridgeland Project Taxes" means the municipal and county ad valorem taxes received by the City and County for Ridgeland Project Property, but excluding ad valorem taxes levied for local K-12 school district and community college purposes, the "mandated levies" described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles.

"Ridgeland Project Revenues" means Ridgeland Project Taxes and all fee-in-lieu of ad valorem tax payments received by the City and County pursuant to the Ridgeland Project FILOT.

"State" shall mean the State of Mississippi.

ARTICLE 2
THE LOAN

Section 2.1. **Loan Advances**. Subject to the terms and conditions of this Agreement, Lender agrees to make Advances to Borrower under the Loan in an aggregate amount not to exceed the Maximum Loan Amount. The Borrower shall execute and deliver the Note, a copy of which is attached hereto as **EXHIBIT "A"**. The Note shall evidence the Borrower's written obligation for repayment of the Loan, subject to the terms of this Agreement, including, but not limited to, the Contribution Obligations of the City and County set forth in ARTICLE 4.

Section 2.1. **Use of Loan Proceeds**. The proceeds of any Advances made by Lender to Borrower shall be applied only to (a) reimburse Borrower for Eligible Costs incurred thereby in connection with the

Project, or (b) pay Eligible Costs directly to one or more Registered Vendors hired or engaged by Borrower to design, engineer, construct, install and equip any Infrastructure Improvements.

ARTICLE 3
TERM, INTEREST, AMORTIZATION SCHEDULE AND PAYMENTS

Section 3.1. Draw Period. The obligation of the Lender to make any Advances to Borrower shall commence on the Closing Date and continue until, and expire upon, the end of the Draw Period. No Advances by the Lender to the Borrower shall be made after the end of the Draw Period. The Lender, in its sole discretion, may approve an extension of the Draw Period, provided that the Borrower notifies the Lender, in writing at least thirty (30) days prior to end of the Draw Period, of the reasons and need for an extension, together with a suggested revised end of the Draw Period.

Section 3.2. Term & Maturity Date. The term of this Agreement shall commence on the Closing Date and end on the Maturity Date. The aggregate outstanding principal amount of all Advances, any accrued but unpaid interest thereon, and all other amounts then due and owing hereunder and under the Note shall be repaid by the City and County in accordance with ARTICLE 4 in full on or prior to the Maturity Date.

Section 3.3. Interest Calculation. Interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed in a 365-day year. At no time prior to the Initial Payment Date shall any payments of interest be due on the Loan, and all interest accrued on each Advance amount prior to the Initial Payment Date shall be capitalized and added to the outstanding principal amount on the Loan.

Section 3.4. Amortization. On or prior to the Initial Amortization Date, the Lender shall prepare and provide to the Borrower the Amortization Schedule based on the outstanding principal balance, including all capitalized interest, calculated as of the Initial Loan Payment Date but on the assumption that no Advances will be made between such Initial Amortization Date and the Initial Loan Payment Date, so that Borrower is advised on the amount of principal and interest due and payable on the Initial Loan Payment Date. Beginning on the Initial Amortization Date and continuing annually thereafter until the year following the end of the Draw Period, to the extent that any Advance is requested by Borrower and made by Lender between the December 1 of any such year and the following Loan Payment Date (an "Interim Advance"), the Loan Payment amount due on such Loan Payment Date shall not reflect any adjustment to the Amortization Schedule for such Interim Advance. Instead, the Amortization Schedule shall be updated immediately following such Loan Payment Date to reflect the principal amount of such Interim Advance, and all interest accrued from the date of such Interim Advance until such Loan Payment Date shall be capitalized and included as part of the outstanding principal balance of the Loan.

Section 3.5. Loan Payments.

(a) Generally. The Borrower shall have no obligation to make any payments of interest, principal or any other amounts due and payable on the Loan or otherwise pursuant to this Agreement or the Note. Subject to Section 4.2, (i) the Contribution Obligations of the City to repay a portion of the principal and interest payments on the Loan are expressly limited to the Ridgeland Project Revenues received by the City, and (ii) the Contribution Obligations of the County to repay the balance of all of the principal and interest payments on the Loan are expressly limited to the Project Revenues received by the County.

(b) Payment Schedule. Subject to Section 4.2, the City and County agree that each will pay its respective portion of each Loan Payment set forth on Amortization Schedule, as updated from time to time in accordance herewith, to the Lender on each Loan Payment Date.

Section 3.6 Prepayment. The City and County may, without penalty, prepay all or any portion of the outstanding principal balance of the Loan at any time.

ARTICLE 4
CITY AND COUNTY CONTRIBUTION OBLIGATIONS

Section 4.1. Limited Obligations of City and County. The Parties hereto acknowledge and agreed that the Borrower shall have no obligation to make any payments of principal, interest or any other amounts due and payable on the Loan; however, because the City will derive Ridgeland Project Revenues from the Ridgeland Project and the County will derive Project Revenues from both the Ridgeland Project and the Megasite Project, the City and County shall be liable, in accordance with Section 4.2, for and shall make all such payments due and payable on the Loan albeit solely to the extent that the Property Revenues are received thereby in amounts sufficient to make such Loan payments to the Lender.

Section 4.2. Respective Contribution Obligations of City and County. The County shall, on or before each Loan Payment Date, remit to the Lender the entirety of the principal and interest payment due and payable on the Loan per the Amortization Schedule solely using those portions of the Project Revenues set forth in, and in accordance with, **EXHIBIT "D"**. The County shall be principally responsible for making all payments of principal and interest due on the Loan, as and when due solely using Project Revenues for such purpose, irrespective of whether the City makes any annual payments due to the County under **EXHIBIT "D"**; provided, however, that the County shall have the right to enforce such obligation of the City in any manner prescribed by law. The respective limited obligations of the City and County to contribute each annual Loan Payment amount pursuant to this Section and **EXHIBIT "D"** shall be referred to herein as the "Contribution Obligations" of the City and County.

Section 4.3. Enforcement of Past Due Project Revenues. In the event that any Company Party fails to timely remit any payments to the City and County as and when due, which would have been Ridgeland Project Revenues had such payment been made, the City and County hereby agree to pursue all remedies against such non-paying Company Party available to the City and/or County under applicable law and the Ridgeland Project FILOT, including but not to, the sale of property for past due ad valorem taxes or fee-in-lieu of ad valorem tax payments, in order to procure the requisite Ridgeland Project Revenues required to satisfy their respective Contribution Obligations hereunder. Similarly, in the event that any Company Party fails to timely remit any payments to the County as and when due, which would have been Megasite Project Revenues had such payment been made, the County hereby agrees to pursue all remedies against such non-paying Company Party available to the County under applicable law and the Megasite Project FILOT, including but not to, the sale of property for past due ad valorem taxes or fee-in-lieu of ad valorem tax payments, in order to procure the requisite Megasite Project Revenues required to satisfy its Contribution Obligations hereunder.

Section 4.4. Extension of Maturity Date. In the event that the respective Project Revenues of the City and County have been insufficient as of May 1, 2040 to pay in full each Loan Payment as and when due hereunder such that the Loan is not repaid in full on or before the Maturity Date, together with any accrued and unpaid interest due thereon, the Parties hereby agree that the Lender may extend the

Maturity Date of the Loan until such time that it has been paid in full, together with any accrued and unpaid interest due thereon.

ARTICLE 5
ADVANCE OF FUNDS

Section 5.1. **Advance Disbursement Process.** In order for the Borrower to obtain an Advance from the Lender for the prior payment thereby of Eligible Costs, or the payment by the Lender directly to Registered Vendors on behalf of the Borrower of Eligible Costs incurred but not yet paid thereby, the Borrower shall first submit a written requisition to the Lender (upon which the Lender may rely conclusively), signed by an Authorized Representative of the Borrower, which shall include:

(a) the Advance Request number, provided that the initial Advance Request shall be "Number 1" and each successive Advance Request thereafter shall be sequentially numbered;

(b) the amount of the Advance requested;

(c) the amount of such Advance to be paid by the Lender directly to one or more Registered Vendors on behalf of, the Borrower of Eligible Costs incurred but not yet paid thereby, together with the State's MAGIC vendor number that has been issued to each such Registered Vendor;

(d) a copy of each invoice or similar statements of Eligible Costs for which the Advance is requested; and

(e) certification that each obligation or item of Eligible Cost mentioned in the Advance Request has been properly incurred by the Borrower, is a proper expense for which the Advance may be made and has not been the basis of any previous Advance by the Lender.

Notwithstanding the foregoing, such direct payments by the Lender of any Advance amounts to a Registered Vendor shall be permitted only to the extent that the amount to be paid to such Registered Vendor in accordance with an invoice submitted pursuant to item (d) above is equal to or greater than Fifty Thousand Dollars ($50,000.00).

Section 5.2. **Timing and Advances to the Borrower**. So long as all conditions precedent to an Advance have been met pursuant to the terms of this Agreement, Lender agrees that it shall use its commercially reasonable best efforts to pay each Advance to the Borrower (and/or to directly remit an Advance or portion thereof to one or more Registered Vendors on behalf of, the Borrower of Eligible Costs incurred but not yet paid thereby) within forty-five (45) days of receipt by the Lender of the associated Advance Request by the Lender and shall pay the same within forty-five (45) days of such receipt. Notwithstanding the foregoing, the Lender shall not be required to make any initial Advance to the Borrower in excess of $10,000,000.00 prior to ninety (90) days following the Closing Date.

Section 5.3. **Conditions Precedent to Advance of Funds**. The Lender's obligation to make Advances hereunder shall be conditioned upon fulfillment of the terms set forth in ARTICLE 5 hereof.

ARTICLE 6
CLOSING & ADVANCE CONDITIONS

The obligations of the Lender to make any Advances to the Borrower are subject to satisfaction of all of the applicable conditions set forth below.

Section 6.1. Conditions to Any Advance. The obligations of Lenders to make any Advances under the Loan on or after the Closing Date are, in addition to the conditions precedent specified in Article 5, subject to the satisfaction of each of the following conditions:

(a) As of the Closing Date, each Borrower Party shall have executed and delivered to the Lender, in a manner satisfactory to the Lender, all of the Loan Documents to which such Borrower Party is party.

(b) As of the Closing Date, the Megasite Project FILOT shall have been duly approved and executed by the Company, the County and the Borrower, and certified by the MDA in accordance with MCA § 27-31-104.

(c) As of the Closing Date, the Ridgeland Project FILOT shall have been duly approved and executed by the Company, the County, the City and the Borrower, and certified by the MDA in accordance with MCA § 27-31-104.

(d) On or before the date of any Advance requested by the Borrower, Borrower shall have delivered to the Lender, in accordance with Article 5, a written Advance Request with respect thereto.

Section 6.2. **Authority**. On or before the Closing Date,

(i) the Secretary of the Board of Directors of the Borrower shall have delivered to the Lender a certificate (or comparable document) of such secretary certifying (1) the names of the employees, officers, directors and/or other official representatives of the Borrower authorized to sign the Loan Documents and any Advance Requests, and (2) the written resolution or order duly adopted during a duly called public meeting of the Board of Directors of the Borrower approving and authorizing the execution of the Loan Documents and any Advance Requests by on more employees, officers, directors and/or other official representatives of the Borrower; together with copy of such resolution or order;

(ii) the Clerk of the Board of Aldermen of the City shall have delivered to the Lender a certificate (or comparable document) of such clerk certifying (1) the names of the employees, officers, aldermen and/or other official representatives of the City authorized to sign the Loan Documents and Ridgeland Project FILOT; and (2) the written resolution or order duly adopted during a duly called public meeting of the Board of Aldermen of the City approving and authorizing the execution of the Loan Documents by on more employees, officers, directors and/or other official representatives of the Borrower; together with copy of such resolution or order;

(iii) the Clerk of the Board of Supervisors of the County shall have delivered to the Lender a certificate (or comparable document) of such clerk certifying (1) the names of the employees, officers, supervisors and/or other official representatives of the County authorized to sign the Loan Documents, Megasite Project FILOT and Ridgeland Project FILOT; and (2) the written resolution or order duly adopted during a duly called public meeting of the Board of Supervisors

of the County approving and authorizing the execution of the Loan Documents by on more employees, officers, directors and/or other official representatives of the Borrower; together with copy of such resolution or order;

Section 6.3. **Litigation**. As of the Closing Date and as of the date of each Advance, there shall be no material Litigation pending against any Borrower Party, which in Lender's reasonable business judgment materially affects the ability of any Borrower Party to perform all of its respective obligations under this Agreement.

Section 6.4. **Events of Default**. As of the Closing Date and as of the date of each Advance, no Event of Default shall have occurred and be continuing, and the Borrower Parties shall otherwise be in full compliance with the terms and provisions of this Agreement.

Section 6.5. **Compliance with Certain Requirements**. The Lender shall receive evidence reasonably satisfactory to the Lender that the Borrower is in material compliance with all applicable laws, regulations, ordinances, conditions, reservations, and restrictions imposed on the businesses under local, state, federal and international laws, procedures, statutes, regulations and ordinances applicable to the Loan and the Infrastructure Improvements.

Section 6.6. **Material Change.** Throughout the term of the Loan, Borrower shall advise Lender of any material change in conditions affecting the Borrower or the Project that would materially alter the documentation and information submitted by Borrower to satisfy the above conditions precedent and will submit amended documentation and information reflecting these changed conditions for the reasonable approval of Lender.

ARTICLE 7
AFFIRMATIVE COVENANTS OF THE BORROWER PARTIES

As a material inducement to the Lender to make the Loan to the Borrower, and until payment in full of the Advances and any other amounts outstanding under the Loan and performance of all other obligations of the Borrower Parties under the Loan Documents, each Borrower Party, as specified below, agrees to do all of the following unless the Lender shall otherwise consent in writing:

Section 7.1. **Compliance with Laws**. Each Borrower Party shall comply with and provide to the Lender upon the Lender's reasonable request evidence of material compliance with, all applicable state, local, federal, and international laws, procedures, acts, ordinances and regulations applicable to the Loan and, only with respect to the Borrower, the Infrastructure Improvements.

Section 7.2. **Compliance with Documents**. Each Borrower Party shall perform and comply with all the terms and conditions of this Agreement and the other Loan Documents.

Section 7.3. **Books and Records**. Each Borrower Party shall keep and maintain complete and accurate books of account, in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of the Borrower Party with respect to the Loan. The City and County shall keep and maintain complete and accurate books of account, in accordance with generally accepted accounting principles consistently applied, reflecting all Project Revenues and Loan Payments.

Section 7.4. **Loan Payment and Pledge of Project Revenues**. The City and County shall each timely satisfy their respective Contribution Obligations. The City and County each hereby pledge to Lender their respective Project Revenues in satisfaction of their respective Contribution Obligations.

Section 7.5. **Financial Reports**. The Borrower shall deliver to Lender, promptly upon request therefor, any financial information of the Borrower as may reasonably be requested by the Lender from time to time. The City and County shall deliver to Lender, promptly upon request therefor, any financial information of the City and County, respectively, concerning the Loan, any Project Revenue and any Loan Payments as may reasonably be requested by the Lender from time to time.

Section 7.6. **Notification to Lender**. Each Borrower Party shall promptly after learning thereof, notify the Lender in writing of: (a) the details of any material action, proceeding, investigation or claim against or affecting the Borrower Party with respect to the Loan instituted before any court, arbitrator or governmental authority or to the Borrower Party's knowledge threatened in writing to be instituted; (b) any material dispute between the Borrower Party and any other governmental authority involving or related to the Loan; (c) any modification or proposed modification of any FILOT; (d) the occurrence of any Event of Default and (e) the details of any proceeding by or against any Company Party and any Borrower Party.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Section 8.1. **Representations and Warranties of Borrower Parties.** Each Borrower Party hereby represents and warrants to the Lender that:

(a) *Validity of Agreement*. The Borrower Party has the right and power and is duly authorized and empowered to enter, execute and deliver the Loan Documents to which it is a party and to perform and observe the provisions of such Loan Documents. The Loan Documents to which it is a party and the execution, delivery and performance of such Loan Documents have been duly authorized by all necessary action, and when executed and delivered by the Borrower Party will constitute the valid and binding agreements of the Borrower Party, enforceable in accordance with their terms. The execution, delivery and performance of the Loan Documents to which it is a party do not conflict with, result in a breach in any of the provisions of, constitute a default under any material agreement to which the Borrower Party is a party.

(b) *Existing Defaults.* As of the date of execution of the Loan Documents to which it is a party, the Borrower Party is not in material default in the performance or observance of any material obligation, agreement, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness to which the Borrower Party is a party.

(c) *No Default in Other Agreements.* The execution and delivery and performance of this Agreement and all other Loan Documents to which it is a party, the incurrence of the obligations herein set forth, and the consummation of the transactions herein contemplated, will not conflict with, result in a breach of any bond, debenture, note, contract, indenture, mortgage, lease, or any other evidence of indebtedness, agreement or instrument to which it is a party, or result in the violation by it of

any law, order, rule, or regulation of any court or governmental agency or body having jurisdiction over it or any of its properties.

(d) *No Consents.* No consent, approval, authorization, or other acknowledgment of governing authority of the Borrower Party or of any court or other governmental agency or body, other than those which have already been given or obtained, is required for the execution by the Borrower Party of the Loan Documents to which it is a party or for the consummation by the Borrower Party of any of the transactions contemplated by this Agreement or any other Loan Documents to which it is a party, except for any permits and licenses required in the ordinary course of construction and installation of the Infrastructure Improvements.

(e) *Litigation.* There is no material litigation at law or in equity and no proceedings before any commission or other administrative authority ("Litigation") pending or to the Borrower Party's knowledge threatened against or affecting the Borrower Party that material effect on Lender, this Agreement or the transactions contemplated hereunder. There is no material Litigation currently contemplated, threatened, or pending by Borrower against any entity or person which would have a material effect on Lender, this Agreement or the transactions contemplated hereunder. Borrower's failure to timely disclose to Lender any Litigation that is pending, threatened or contemplated by Borrower as of the date of Borrower's execution of the Loan Documents shall justify Lender's excuse from funding of any Advance until Lender is satisfied that such Litigation has been resolved in Lender's sole discretion.

(f) *Legal Requirements.* Each Borrower Party is in material compliance with all federal, state, local, or international applicable statutes, rules, regulations, ordinances and orders including, without limitation, those relating to environmental protection, occupational safety and health, and equal employment practices.

(g) *Accurate and Complete Statements.* Neither the Loan Documents to which it is a party nor any written statement made by the Borrower Party in connection with any of the Loan Documents to which it is a party contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading.

(h) *Nature of Borrower Party Representations and Warranties*. The representations and warranties made by each of the Borrower Parties herein and otherwise in connection with the Loan are and shall remain true and correct in all material respects as of the Closing Date and as of the date of each Advance, omit no materials facts, and shall survive so long as any of the respective obligations of each Borrower Party under the Loan Documents to which it is a party have not been satisfied and/or the Loan or any part thereof shall remain outstanding. Each Advance Request by the Borrower shall constitute an affirmation that the representations and warranties remain true and correct in all material respects (or, as to any representations and warranties which are subject to a materiality qualifier, true and correct in all respects) as of the date thereof, except for any representations and warranties that are made as of a specific date. All representations and warranties made in any document delivered to the Lender by or on behalf of a Borrower Party pursuant to or in connection with the Loan shall be deemed to have been relied upon by the Lender.

Section 8.2. Representations and Warranties of Lender. The Lender hereby represents and warrants to the Borrower Parties that:

(a) *Validity of Agreement*. The Lender has the right and power and is duly authorized and empowered to enter, execute and deliver the Loan Documents to which it is a party and to perform

and observe the provisions of such Loan Documents. The Loan Documents to which it is a party and the execution, delivery and performance of such Loan Documents have been duly authorized by all necessary action, and when executed and delivered by the Lender will constitute the valid and binding agreements of the Lender, enforceable in accordance with their terms. The execution, delivery and performance of the Loan Documents to which it is a party do not conflict with, result in a breach in any of the provisions of, or constitute a default under any material agreement to which the Borrower Party is a party.

(b) *No Consents.* No consent, approval, authorization, or other acknowledgment of governing authority of the Lender or of any court or other governmental agency or body, other than those which have already been given or obtained, is required for the execution by the Lender of the Loan Documents to which it is a party or for the consummation by the Lender of any of the transactions contemplated by this Agreement or any other Loan Documents to which it is a party.

(c) *Lender's Ability to Fund*. Lender hereby represents and warrants to the Borrower Parties that it has the requisite authority to fully fund the Loan in the full amount of the Maximum Loan Amount. Lender covenants and agrees that it shall fully and timely fund each Advance requested by the Borrower so long as no Event of Default has occurred and is continuing at the time of such Advance and subject to satisfaction by the Borrower of the requirements of ARTICLE 5 and ARTICLE 6 with respect to each Advance.

(d) *Timing of Lender Funding*. Provided that the Borrower has met the conditions to Advances in this Agreement, the Lender shall fund Advances in accordance with ARTICLE 5, but in no event any more frequently than every forty-five (45) days, unless otherwise consented to in writing by the Lender.

ARTICLE 9
EVENTS OF DEFAULT

Any of the following specified events shall constitute an Event of Default (each an "Event of Default"):

Section 9.1. Nonpayment. Failure to make any payment required by the Note, this Agreement or any other Loan Documents, and such failure continues for a period of ten (10) Business Days after notice of such default is sent by the Lender to the Borrower Parties.

Section 9.2. Other Covenants and Agreements. Failure by any Borrower Party to perform or comply with any of the other covenants or agreements contained in this Agreement (other than those referred to in Section 9.6 hereof), or any of the Loan Documents to which it is party and such failure shall not have been fully corrected within thirty (30) days after notice of such default is sent by the Lender to such Borrower Party; provided, however, if the Borrower Party is diligently working to cure such Event of Default, the Borrower Party shall be permitted an additional thirty (30) day period to effectuate such cure of such Event of Default.

Section 9.3. Representations and Warranties. If any representation, warranty or statement made in or pursuant to this Agreement or any other Loan Document or any other material information furnished by any Borrower Party to the Lender, shall be false or erroneous in any material respect when made or when deemed made.

Section 9.4. Validity of Loan Documents. If (a) any material provision, in the reasoned opinion of the Lender, of any Loan Document shall at any time cease to be valid, binding and enforceable against the Borrower Parties, and any Borrower Party has failed to promptly execute appropriate documents to correct such matters; (b) the validity, binding effect or enforceability of any Loan Document against any Borrower Party that is a party thereto shall be contested by such Borrower Party; (c) any Borrower Party shall deny that it has any or further liability or obligation under any Loan Document to which is a party; or (d) any Loan Document shall be terminated, invalidated or set aside, or be declared ineffective or inoperative or in any way cease to give or provide to the Lender the benefits purported to be created thereby, and any Borrower Party has failed to promptly execute appropriate documents to correct such matters.

Section 9.5. **Petition for Bankruptcy, Insolvency**. The insolvency of or the filing by any Borrower Party in any jurisdiction of a petition for bankruptcy, liquidation or reorganization, seeking or consenting to or appointment of any trustee, receiver, liquidator, or custodian of it or of all or substantially all of its property; or any such proceedings shall have been voluntarily or involuntarily instituted against Borrower; the failure of such Borrower Party to generally pay its debts as they come due or any admission in writing in that regard; the making by the Borrower Party of a general assignment for the benefit of creditors; the entry against the Borrower Party, voluntarily or involuntarily, of any order for relief in any bankruptcy reorganization or liquidation, or similar proceeding or the declaration of or action taken by any governmental authority which operates as a moratorium on the payment of debts of any Borrower Party, which such order or declaration or action shall have remained in place and undischarged or unstayed for a period of ninety (90) days; or the taking of action by the Borrower Party to authorize any of the actions set forth in this Section 9.6.

Section 9.7. **Material Litigation**. Any action, suit, proceeding or investigation of any kind involving, or threatened in writing against, any Borrower Party with respect to the Loan, before any court or arbitrator or any other authority which (a) would reasonably be expected to have a material adverse effect on the ability of the Borrower Party to perform its obligations hereunder or any other Loan Document to which it is a party, or (b) calls into question the validity or enforceability of, or otherwise seeks to invalidate, any Loan Documents to which it is a party. Promptly after the commencement thereof, a Borrower Party shall deliver to the Lender notice of all actions, suits, investigations, litigation and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Borrower Party with respect to the Loan, and promptly after the occurrence thereof, notice of any materially adverse change in the status or the financial impact on the Borrower Party's ability to satisfy its obligations on the Loan as a result of the disclosed litigation.

ARTICLE 10
REMEDIES

Section 10.1. **General**. Following the occurrence of one or more Events of Default, Lender at its option, may (a) terminate all obligations to make further Advances under the Loan; and (b) pursue and enforce, either successively or concurrently, all rights and remedies set forth in this Agreement or any other Loan Document held by Lender or accruing to Lender by law, and such other rights and remedies as Lender may have in law or equity. If an Event of Default referred to in Section 9.6 hereof occurs, (i) all obligations of the Lender to make further Advances under the Loan shall automatically and immediately terminate, if not previously terminated, and the Lender thereafter shall not be under any obligation to make any further Advance, and (ii) to the extent that the County or the Borrower, but not the Borrower City, causes an Event of Default referred to in Section 9.6 hereof, principal of and interest then outstanding

on the Loan, and all of the other obligations owing under the Loan Documents, shall thereupon become and thereafter be immediately due and payable in full (if not already due and payable), all without any presentment, demand or notice of any kind, which are hereby waived by the Borrower Parties.

Section 10.2. **Remedies Are Cumulative**. No remedy conferred upon or reserved to the Lender in any of the Loan Documents shall be exclusive of any other remedy provided in the Loan Documents or by law or in equity, but each shall be cumulative and shall be in addition to every other remedy given the Lender, under any of the Loan Documents or now or hereafter existing at law or in equity or by statute. The Lender, at its sole option and without limiting or affecting any rights and remedies hereunder, may exercise any of the rights and remedies to which it may be entitled under any of the Loan Documents concurrently or in such order as it may determine. The exercise of any rights of the Lender shall not in any way constitute a cure or waiver of Event of Default or invalidate any act done pursuant to any notice of default, or prejudice the Lender in the exercise of any of its other rights or elsewhere unless, in the exercise of said rights, the Lender realizes all amounts owed to it hereunder and under the Note, and any other Loan Documents.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1. **Disclaimer of Liability**. Lender has no liability or obligation in connection with the Infrastructure Improvements except to make Advances under the Loan as agreed under the terms of this Agreement, the Note and any other Loan Documents and makes no warranties or representations in connection therewith.

Section 11.2. Responsibility for Application of Funds. Without limiting or restricting the right of the Lender to request and inspect any documentation or other materials or to otherwise conduct or cause to be conducted any audit of the Borrower's books and records with respect to, in any such instance, the use of any Advances by the Borrower, the Lender shall have no obligation to see that Advances are used for the purpose set forth in this Agreement. The Borrower shall be fully responsible for the proper application according to the terms of this Agreement or any other Loan Documents of Advances made pursuant to this Agreement. The Lender may rely solely upon Borrower's requests for Advances, affidavits, statements and reports in making said Advances and, to the extent permitted by applicable law, the Borrower does hereby release and indemnify the Lender and hold the Lender harmless from any and all losses, claims, demands, or expenses which may arise or result from misapplication or misuse of the Loan proceeds by the Borrower or its agents; provide that such indemnification by the Borrower, if permitted by applicable law, shall not extend to losses arising from the Lender's material breach of this Agreement or the Lender's fraud, gross negligence or willful misconduct.

Section 11.3. **Notices**. All notices given under this Agreement, unless otherwise specified herein, must be in writing and will be effectively served upon delivery or, if sent certified mail, upon the first to occur of receipt by the addressee or the expiration of forty eight (48) hours after deposit in first class certified United States mail, postage prepaid, receipt requested, or the next business day if sent by pre-paid nationally recognized overnight courier service, sent to the party at its address set forth below, or such other address as a party may designate from time to time by written notice given pursuant to this paragraph:

TO THE LENDER:	**TO THE BORROWER:**
Mississippi Major Economic Impact Authority C/O Mississippi Development Authority	Madison County Economic Development Authority

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

Attention: Executive Director
135 Mississippi Parkway
Canton, MS 39046

TO THE COUNTY:

Madison County, Mississippi
C/O Board of Supervisors
Attention: Board President
146 W Center Street
Canton, MS 39046

TO THE CITY:

City of Ridgeland, Mississippi
Attention: Mayor
100 W. School Street
Ridgeland, MS 39157

Section 11.4. **Applicable Law and Venue**. This Agreement and each other Loan Document, 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 any other Loan Documents, or the negotiation, execution or performance of this Agreement or any other Loan Documents (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 any other Loan Documents, or as an inducement to enter into this Agreement or any other Loan Documents), 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 or any other Loan Documents, 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 any other Loan Documents, or the negotiation, execution or performance of this Agreement or any other Loan Documents (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 any other Loan Documents or as an inducement to enter into this Agreement or any other Loan Documents), must be brought or filed in state court in either (a) the First Judicial District of Hinds County, Mississippi, if the Lender is a necessary party; or (b) the County, if Lender is not a necessary party. Such court shall be the exclusive forum and jurisdiction for such disputes. The Parties hereto 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 or any other Loan Document, the Borrower Party(s) involved in such action shall provide, in the manner prescribed by Section 11.3, written notice of such action to the Lender.

Section 11.5. **Successors and Assigns**. The terms of this Agreement and any other Loan Documents will bind and benefit the successors and assigns of the Parties, provided that except as permitted under the Loan Documents, no Borrower Party may assign this Agreement or any proceeds from an Advance or assign or delegate any of its rights or obligations hereunder without the prior written consent of the Lender, which may be withheld in the Lender's sole and absolute discretion.

Section 11.6. **Severability**. The invalidity or unenforceability of any one or more of the provisions of this Agreement will in no way affect any other provision, except that if a condition to an Advance is held to be illegal or invalid, the Lender will not be required to make the Advance which was the subject of that condition unless and until such condition is first satisfied.

Section 11.7. **Amendments**. This Agreement may not be modified or amended except by written agreement signed by all of the Parties hereto.

Section 11.8. **Headings; Attachments**. The several headings to articles, sections and subsections herein are inserted for convenience only and shall be ignored in interpreting the provisions of this Agreement. Each schedule or exhibit attached to this Agreement shall be incorporated herein and shall be deemed to be a part hereof.

Section 11.9. **No Third-Party Rights**. This Agreement is made entirely for the benefit of the Borrower Parties, the Lender, and their successors in interest. No third Person shall have any rights hereunder.

Section 11.10. **Entire Agreement**. This Agreement, the Note and any other Loan Documents executed on or as of the Closing Date integrate all of the terms and conditions mentioned herein or incidental hereto and supersede all oral representations and negotiations and prior writings with respect to the subject matter hereof.

Section 11.11. **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 ESIGN Act of 2000, *e.g.*, www.docusign.com) is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of any Party transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) are to be deemed to be such Party's original signatures for all purposes.

Section 11.12. **Legal Representation of the Parties**. The Loan Documents were negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement or any other Loan Document to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Public Infrastructure Loan & Contribution Agreement effective as of the day and year first written above.

THE LENDER:

Mississippi Major Economic Impact Authority

By: _____
Name: William V. Cork
Title: Executive Director

THE BORROWER PARTIES:

Madison County Economic Development Authority

By: _____
Name: Joseph Deason
Title: Executive Director

Madison County, Mississippi <SEAL>

By: _____
Name: Gerald Steen
Title: President, Board of Supervisors

By: _____
Name: Ronny Lott
Title: Board Clerk

City of Ridgeland, Mississippi <SEAL>

By: _____
Name: Gene F. McGee
Title: Mayor

By: _____
Name: Paula Tierce
Title: City Clerk

[Signature Page to Public Infrastructure Loan & Contribution Agreement]

EXHIBIT A

FORM OF PROMISSORY NOTE

MADISON COUNTY, MISSISSIPPI
CITY OF RIDGELAND, MISSISSIPPI

$215,109,096.00 _____, 2024

THIS PROMISSORY NOTE IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THAT CERTAIN PROJECT INFRASTRUCTURE LOAN AND CONTRIBUTION AGREEMENT, DATED AS OF THE DATE HEREOF (THE "LOAN AGREEMENT") AMONG MADISON COUNTY ECONOMIC DEVLOMPENT AUTHORITY (THE "BORROWER"), MADISON COUNTY, MISSISSIPPI (THE "COUNTY"), CITY OF RIDGELAND MISSISSIPPI (THE "CITY"), AND THE MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY (THE "LENDER").

Subject to the terms and conditions of the Loan Agreement, the County and the City, for value received, hereby promise to satisfy their respective Contribution Obligations by contributing and paying to the Lender, on behalf of the Borrower, the principal amount of $215,109,096.00, or so much thereof as may be advanced hereunder, together with interest (computed as set forth in Section 3.3 of the Loan Agreement) on the unpaid principal balance hereof from the date of issue hereof at a rate of four (4%) per annum until paid. The principal amount of the Loan shall be payable in those annual installments prescribed by the Amortization Schedule, the first of which shall be due and payable not later than the Initial Loan Payment Date, and thereafter annually on May 1 of each year following the Initial Loan Payment Date until fully paid.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Loan Agreement.

Principal and accrued interest on this Promissory Note (this "Note") shall be due and payable in accordance with Section 3.5 and Article 4 of the Loan Agreement.

Payments of principal and interest hereon and all other amounts payable hereunder or under the Loan Agreement shall be made in lawful money of the United States of America in immediately available funds without deduction, set-off or counterclaim on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day).

The payments due and owing under this Note may be declared or otherwise become due prior to the respective Loan Payment Dates only as set forth in the Loan Agreement. The Maturity Date of the Loan shall be May 1, 2040 unless otherwise extended by the Lender pursuant to the Section 4.4 of the Loan Agreement.

The Note may not be prepaid in whole or in part except as specifically permitted in the Loan Agreement.

No failure on the part of the Lender to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver thereof. No waiver of any past default shall

constitute waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment of principal or interest, shall be construed to be a waiver of the right to insist upon prompt payment thereafter.

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced. Each of the undersigned parties hereby waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment. This Note and all rights hereunder are non-transferable.

THIS NOTE OR ANY LOAN DOCUMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI AND VENUE FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE NOTE OR ANY LOAN DOCUMENT SHALL LIE EXCLUSIVELY IN THE PROPER STATE COURT IN THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, WHICH SHALL BE THE EXCLUSIVE FORUM AND JURISDICTION FOR ANY AND ALL DISPUTES.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned parties have each executed this Promissory Note effective as of the day and year first written above.

THE BORROWER:
Madison County Economic Development Authority

By: _____
Name: Joseph Deason
Title: Executive Director

THE COUNTY:
Madison County, Mississippi <SEAL>

By: _____
Name: Gerald Steen
Title: President, Board of Supervisors

By: _____
Name: Ronny Lott
Title: Board Clerk

THE CITY:
City of Ridgeland, Mississippi <SEAL>

By: _____
Name: Gene F. McGee
Title: Mayor

By: _____
Name: Paula Tierce
Title: City Clerk

[Signature Page to Promissory Note for
Public Infrastructure Loan and Contribution Agreement]

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

1. Water Utility System Improvements to provide water to the Megasite Project (Calhoun Parkway Station), including one or more new water wells.
2. Catlett Road Interceptor force main extension to the existing existing 8,000,000 gpd publicly owned (wastewater) treatment works located at 461 Mt Elam Rd, Canton, MS 39046 commonly known as the "Beatties Bluff Wastewater Treatment Facility").
3. Rerouting the 24 inch sewer force main for the Andes Substation.
4. Construction of reclaimed wastewater return line & pump station to return (treated) reclaimed wastewater to th Megasite Project
5. Sewer Pump Station(s).
6. New Wastewater Treatment Facility (8 MGD) to be constructed adjacent to the existing Beatties Bluff Wastewater Treatment Facility or elsewhere in the County.
7. Improvements, upgrades and repairs to the existing Beatties Bluff Wastewater Treatment Fac Improvements.
8. Public road constrcution and improvements, including signaling, for roads that provide access to and from the Megasite Project and the surrounding area, including but not limited to improvements to Virilla Road, Nissan Parkway and Madison County Parkway North to Old Yazoo City Road.
9. Construction and equipping of new fire stations that will serve the Megasite Project and the Ridgeland Project.
10. Water and wastewater system improvements, including one or more water wells and water towers and/or tanks, that will provide water and sewer services to the Ridgeland Project.
11. Design, engineering, legal and related costs for any of the foregoing.

EXHIBIT C

ADVANCE REQUEST

DATED _____

The undersigned, pursuant to the **PROJECT INFRASTRUCTURE LOAN AND CONTRIBUTION AGREEMENT,** dated as of _____, 2024 (as amended, restated, supplemented, increased, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), entered into by and among **MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (the "MCEDA"), **MADISON COUNTY, MISSISSIPPI** (the "County") **CITY OF RIDGELAND, MISSISSIPPI** (the "City") and **MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY** (the "MMEIA"), hereby requests an advance pursuant to the Loan Agreement as follows: _____.

The following invoice(s), attached, are presented for payment (along with proof of payment if MCEDA is the payee):

Invoice #: _____

Dated: _____

Vendor: _____

Dollar Amount: $_____

The MCEDA hereby authorizes the MMEIA to disburse the total amount set forth above by check, funds transfer or deposit, in such amounts and with such payees as are listed below. For any payee not registered in PayMode, a W-9 for such payee is attached (unless a W-9 has already been provided for such payee).

Payee: _____

Vendor #: _____

Vendor Contact: _____

Ref. #: _____

Amount: _____

[__] Check (to be mailed to Vendor's registered address)

[__] Electronic funds transfer via PayMode

The undersigned hereby certifies, represents and warrants to the MMEIA that as of the date hereof:

1. There is no Default on the part of the Borrower Parties under the Loan Agreement, any Loan Document, and no event has occurred and is continuing which constitutes a Default or which with notice or the passage of time, or both, would constitute a Default under the provisions of the Loan Agreement.

2. All representations and warranties set forth in the Loan Agreement are true and correct as of this

date.

3. The amount of this request for an Advance is the sum of $_____.

Unless otherwise defined herein, defined terms shall have the meaning ascribed to them in the Agreement.

Madison County Economic Development Authority

By: _____
Name: Joseph Deason
Title: Executive Director

EXHIBIT D

RESPECTIVE CONTRIBUTION OBLIGATIONS OF CITY AND COUNTY

1. Definitions. For purposes of this **Exhibit "D"**, the following terms shall have the following meanings:

"Final Advance Date" means the date of the final Advance under the Loan Agreement, as certified by MCEDA pursuant to Section 3 of this **Exhibit "D"**.

"Megasite Advances" means Advances used to fund improvements to serve the Megasite Project.

"Megasite Share" means a percentage equal to the ratio of (i) actual and projected Megasite Advances calculated in accordance with Section 3 of this **Exhibit "D"** to (ii) actual and projected Advances calculated in accordance with Section 3 of this **Exhibit "D"**.

"Ridgeland Advances" means Advances used to fund improvements to serve the Ridgeland Project.

"Ridgeland Share" means a percentage equal to the ratio of (i) actual and projected Ridgeland Advances calculated in accordance with Section 3 of this **Exhibit "D"** to (ii) actual and projected Advances calculated in accordance with Section 3 of this **Exhibit "D"**

2. Loan Payment.

(a) If the Project Revenues received for the calendar year in which a Loan Payment is due are ***insufficient*** to fund the Loan Payment for such year before taking into account any Additional FIL Amount (as defined in the Megasite Project FILOT), then the County shall deliver the Loan Payment from the Project Revenues and the Additional FIL Amount.

(b) If the Ridgeland Project Revenues received for the calendar year in which a Loan Payment is due are ***sufficient*** to fund the Ridgeland Share of the Loan Payment for such year ***and*** the Megasite Project Revenues received for such calendar year are ***sufficient*** to fund the Megasite Share of the Loan Payment for such year, then the County shall deliver the Ridgeland Share of the Loan Payment from the Ridgeland Project Revenues and the Megasite Share of the Loan Payment from the Megasite Project Revenues.

(c) If the Ridgeland Project Revenues received for the calendar year in which a Loan Payment is due are ***sufficient*** to fund the Ridgeland Share of the Loan Payment for such year ***but*** the Megasite Project Revenues received for such calendar year are ***insufficient*** to fund the Megasite Share of the Loan Payment for such year, then the County shall deliver the Ridgeland Share of the Loan Payment from the Ridgeland Project Revenues and the Megasite Share of the Loan Payment first from the Megasite Project Revenues and second from the Ridgeland Project Revenues.

(d) If the Megasite Project Revenues received for the calendar year in which a Loan Payment is due are ***sufficient*** to fund the Megasite Share of the Loan Payment for such

year ***but*** the Ridgeland Project Revenues received for such calendar year are ***insufficient*** to fund the Ridgeland Share of the Loan Payment for such year, then the County shall deliver the Megasite Share of the Loan Payment from the Megasite Project Revenues and the Ridgeland Share of the Loan Payment first from the Ridgeland Project Revenues and second from the Project Revenues.

3. Ridgeland Share and Megasite Share Determination.

(a) On or before January 15 of each calendar year prior to the Final Advance Date, MCEDA shall deliver to the City and County the Project budget as of December 31 of the prior calendar year showing actual and projected Ridgeland Advances as of such date and actual and project Megasite Advances as of such date.

(b) At such time as MCEDA has determined that the Final Advance Date has occurred, MCEDA shall deliver notice to the City and County certifying (i) that the Final Advance Date has occurred, (ii) the final amount of the Ridgeland Advances and (iii) the final amount of the Megasite Advances.

(c) For any Loan Payment Date prior to the Final Advance Date, the respective Ridgeland Share and Megasite Share shall be determined with respect to such Loan Payment Date based on the Project budget submitted the preceding calendar year pursuant to Section 3(a) above.

(d) For any Loan Payment Date after the Final Advance Date, the respective Ridgeland Share and Megasite Share shall be determined with respect to such Loan Payment Date based on the certifications provided by MCEDA pursuant to Section 3(b) above.

(e) Each determination of the Ridgeland Share and the Megasite Share shall be rounded to the nearest hundredth percent; provided, however, that the sum of the Ridgeland Share and the Megasite Share for any particular point of determination shall always equal one hundred percent (100%).