

ADS WATER AND WASTEWATER SERVICE AGREEMENT COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity, CMU, MCWA, MCEDA, and the County as identified below (each a **“Party”** and collectively the **“Parties”**), is made as of the Effective Date identified below (the **“Effective Date”**), and includes this Cover Sheet, the Terms and Conditions, Exhibits, and any written supplements (the **“Agreement”**), provided that the County is a Party solely with respect to *ARTICLES 9 and 10* of the Agreement.

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc., a Delaware corporation (“ADS” or the “Company”)
CMU:	Canton Municipal Utilities, a Mississippi municipal utility (“CMU” or “Provider”)
MCWA:	Madison County Wastewater Authority, a Mississippi body politic authorized and created pursuant to Chapter 1640, Local and Private Laws of 2001, as amended (“MCWA”)
MCEDA:	Madison County Economic Development Authority, a Mississippi body politic authorized and created pursuant to Chapter 947, Local and Private Laws of 1979, as amended (“MCEDA”)
County:	Madison County, Mississippi (“County”), a Mississippi body politic
Effective Date:	April 8, 2025
Project:	JAN100/Madison Mega Site, located west of Interstate 55, west of the intersection of Nissan Parkway and SR/MS 22, within the County but outside of the City of Canton, Mississippi, USA.
Non-Disclosure Agreements:	Non-Disclosure Agreement by and between Amazon Data Services, Inc. and CMU, dated July 10, 2023. Non-Disclosure Agreement by and between Amazon Data Services, Inc. and MCWA, dated April 28, 2023. Non-Disclosure Agreement by and between Amazon Data Services, Inc. and MCEDA, dated April 28, 2023.

Each Party’s contacts to receive notices about this Agreement are:

Table 1: Legal Notices	
ADS Legal Notices:	ADS Legal Notices:
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com , infraenergy@amazon.com

CMU Legal Notices:	CMU Legal Notices:
Canton Municipal Utilities Attention: General Manager 127 W. Peace Street Canton, MS 39046 Email: h.young@cmu.com	Lisa Ross, Board Attorney 127 W. Peace Street Canton, Mississippi 39046 Email: lross@lmrossatlaw.com
MCWA Legal Notices:	MCWA Legal Notices:
Madison County Wastewater Authority Attention: President P O Box 1086 Canton, MS 39046	Butler Snow LLP Attention: John A. Brunini 1020 Highland Colony Parkway Suite 1400 Ridgeland, MS 39157 Email: john.brunini@butlersnow.com
MCEDA Legal Notices:	MCEDA Legal Notices:
Madison County Economic Development Authority Attention: Executive Director 135 Mississippi Parkway Canton, MS 39046 Email: jdeason@madisoncountyeda.com	Jernigan Copeland Attorneys Attention: Arthur F. Jernigan, Jr. 970 Ebenezer Blvd Madison, MS 39110 Email: ajernigan@jcalawfirm..com
County Legal Notices:	County Legal Notices:
Madison County, Mississippi Attention: President, Board of Supervisors C/O Chancery Clerk 146 W Center Street Canton, MS 39046	Mike Espy PLLC Lamar Life Building 317 E. Capitol Street, Suite 101 Jackson, MS 39201 Phone: 601.355.9101 Email: mike@mikespy.com

Table 2: CMU Service Rates			
CMU Service:	Permanent Potable and Interim Cooling Water	Permanent Tertiary Treated Wastewater (for Cooling)	CMU Wastewater and Sewer Service
Provider Service Provider Rate:	Except as otherwise provided in this	Except as otherwise provided in this	Except as otherwise provided in this Agreement, CMU

	Agreement, Permanent Potable and Interim Cooling Water service rates will be CMU's published rates at the time of billing, which are currently published at _____	Agreement, Permanent Tertiary Treated Wastewater (for Cooling) service rates will be calculated as described in <u>Exhibit 6</u> of this Agreement.	Wastewater and Sewer Service rates will be CMU's published rates at the time of billing, which are currently published at _____.
Billing and Payment:	Monthly	Monthly	Monthly

Agreed to by all Parties as of the Effective Date:

AMAZON DATA SERVICES, INC.

By: _____
Name: _____
Title: _____
Date Signed: _____

CANTON MUNICIPAL UTILITIES

By: _____
Name: _____
Title: _____
Date Signed: _____

MADISON COUNTY WASTEWATER AUTHORITY

By: _____
Name: _____
Title: _____
Date Signed: _____

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____
Date Signed: _____

MADISON COUNTY, MISSISSIPPI

(solely with respect to *ARTICLES 9 and 10*)

By: _____
Name: _____
Title: _____
Date Signed: _____

ADS WATER AND WASTEWATER SERVICE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1 – CMU WATER AND SEWER INFRASTRUCTURE

1.1 MCEDA's CMU Infrastructure Obligations.

(a) **CMU Infrastructure Delivery.** Subject to *ARTICLE 3*, MCEDA will design, engineer, construct, install, and undertake all work necessary to deliver the CMU Infrastructure in accordance with Exhibit 1 and Exhibit 2, the Service Specifications, MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, Federal Aviation Administration (“**FAA**”) regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Good Utility Practice, and Applicable Law.

(i) Prior to the award of any contract for the construction or installation of any CMU Infrastructure, MCEDA will first coordinate with CMU and share all engineering and design plans and specifications with CMU to ensure that that all CMU Infrastructure is constructed or installed in a quality and manner consistent with CMU's standards for such CMU Infrastructure and is compatible with CMU's existing water and wastewater systems. CMU will have the opportunity to review such plans and specifications for the CMU Infrastructure prior to finalizing the same. CMU will complete its review within fourteen (14) calendar days of receipt any such CMU Infrastructure plans and specifications. If additional time is needed to complete CMU's review, CMU will provide notice to MCEDA and ADS before the expiration of the 14-day review period and request an extension of time to complete its review. Any such notice will explain CMU's reason for the delay, propose a reasonable extension of time to complete CMU's review, and explain if the extension will affect the commencement of Provider Services. Any extension request is subject to ADS's consent, not to be unreasonably withheld, and will be for a period no longer than fourteen (14) days.

(ii) If CMU denies or rejects such plans and specifications for the CMU Infrastructure, the Parties will negotiate in good faith for a period not to exceed fourteen (14) calendar days to (i) modify the engineering and design plans and specifications for the CMU Infrastructure to meet CMU's requirements and/or (ii) modify the operational dates contained in in Exhibit 1 and Exhibit 2. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations, CMU's rejection of the engineering and design plans for the CMU Infrastructure will be deemed an Event of Default, unless CMU provides Substitute Provider Services to ADS to the extent allowed by Applicable Law.

(b) **Water System Contingencies.** MCEDA will construct, install and complete any water wells described in Exhibit 1 and Exhibit 2 on or before the respective completion dates specified in such exhibits, subject to the following contingencies with respect to each such water well:

(i) the successful acquisition by CMU or MCEDA, as applicable, of the requisite property or interest therein (e.g., an easement) upon which to construct, install and complete each such water well;

(ii) issuance by the MDEQ of a Ground Water Withdrawal Permit for each such water well; and

(iii) for each proposed permanent well, the prior successful completion of a test well by MCEDA that demonstrates sufficient availability of water quality and quantity.

CMU or MCEDA, as applicable, will use its best efforts to secure as promptly as possible any property (or the requisite interests therein) and permits required by it to perform its obligations with respect to any water wells described in Exhibit 1 and Exhibit 2; provided that, to the extent that such property or the requisite interests therein cannot be procured, a permit cannot be obtained, and/or a test well fails to demonstrate sufficient availability of water quality and quantity with respect to any proposed well location, an alternative well location may be required and the respective completion of such water well, at the alternative location(s) may be delayed beyond the respective Delivery Date(s) specified in such Exhibit 1 or Exhibit 2. If alternative wells are required for CMU or MCEDA to perform its obligations with respect to such water wells described in Exhibit 1 and Exhibit 2, the Parties will negotiate in good faith regarding the locations of such alternative wells and modification of the Delivery Dates contained in Exhibit 1 and Exhibit 2. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations or if CMU or MCEDA is unable to secure alternative wells for CMU or MCEDA to perform its obligations with respect to such water wells described in Exhibit 1 and Exhibit 2, CMU's or MCEDA's failure to comply with this provision will be deemed an Event of Default, unless CMU provides ADS with Substitute Provider Services for the services associated with the water wells described in Exhibit 1 and Exhibit 2.

(c) Wastewater and Sewer System Contingencies. Wastewater generated by the Project will be discharged into CMU's sewer main to be conveyed to the HCR Canton North Lagoon (a CMU treatment system). MCEDA will construct and install, and CMU will thereafter operate and maintain, the CMU Infrastructure to accommodate normal and peak wastewater flow rates as identified in Exhibit 7.

(d) Property Rights and Permits Associated with CMU Infrastructure.

(i) Subject to *ARTICLE 3*, MCEDA will obtain all property rights, easements, permits, approvals, and operating rights necessary to construct and install the CMU Infrastructure. If MCEDA is unable to purchase or otherwise obtain such property rights and easements from property owners (other than ADS or its Affiliates), then MCEDA, CMU, and ADS will work jointly to acquire, or cause to be acquired, the property rights and easements through use of MCEDA's and/or CMU's powers of condemnation granted by Applicable Law. Consistent with Applicable Law, CMU will assist MCEDA to the extent necessary in promptly and diligently pursuing the acquisition of such property rights and easements.

(ii) CMU will: (i) provide MCEDA and its employees, engineers, contractors, agents and other representatives access to any property owned by CMU for purposes of carrying out its obligations under this Agreement, as applicable, and (ii) grant to MCEDA any necessary easements, licenses, or other rights-of-way upon or for access to property owned by CMU that are reasonably required for CMU Infrastructure installation at no cost to MCEDA, provided, however, that in no event will such easements, licenses or rights-of-

way materially interfere with CMU's use of its property. To the extent that any employee or agent of MCEDA must enter upon any portion of property owned by or under the control of CMU for the purpose of installing and locating any applicable portions of the CMU Infrastructure, or for any other permitted reason, (i) MCEDA will procure and maintain customary liability insurance, which will designate CMU as an additional insured, and (ii) MCEDA will, to the extent permitted by Applicable Law, indemnify CMU for any losses incurred by CMU as a result of such employee or agent's negligence and/or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of CMU.

(iii) ADS will: (i) provide MCEDA, CMU and their respective employees, engineers, contractors, agents and other representatives access to any property owned by or under the control of ADS for purposes of carrying out their respective obligations under this Agreement, as applicable, upon written notice from CMU or MCEDA, as applicable, at least two (2) business days in advance; and (ii) grant to MCEDA or CMU, as applicable, any necessary easements, licenses, or other rights-of-way upon or for access to property owned by or under the control of ADS that are reasonably required for CMU Infrastructure installation at no cost to MCEDA or CMU, provided, that in no event will such easements, licenses or rights-of-way materially interfere with ADS's use of its property. To the extent that any employee or agent of MCEDA or CMU, as applicable, must enter upon any portion of property owned by or under the control of ADS for the purpose of installing and locating any applicable portions of the CMU Infrastructure, or for any other permitted reason, (i) MCEDA and/or CMU will procure and maintain, and will cause any employee or agent thereof to procure and maintain, customary liability insurance, which will designate ADS as an additional insured, and (ii) MCEDA and/or CMU will, to the extent permitted by Applicable Law, indemnify ADS for any losses incurred by ADS as a result of MCEDA's or CMU's employee's or agent's negligence and/or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of ADS.

(e) Reporting and Inspection. Beginning on the 30th day following the Effective Date and continuing each month through completion of construction and installation of the CMU Infrastructure, MCEDA will provide ADS and CMU a written report (the "**CMU Monthly Report**") on MCEDA's permitting, construction, and installation progress in the form shown in Exhibit 5. ADS and CMU may comment on the CMU Monthly Report, inspect progress during construction and installation, and monitor and test for compliance with design specifications. MCEDA will, upon ADS's request, respond to any comments by ADS on the CMU Monthly Report or supplement the CMU Monthly Report within ten (10) business days of ADS's request. ADS's review, comment, inspection, testing, or monitoring of the construction and installation of the CMU Infrastructure, or ADS's failure to review, comment, inspect, test, or monitor the work, will not in any way (i) relieve or release MCEDA from any of its obligations arising under this Agreement, or (ii) subject ADS to any liability with respect to such matter. MCEDA, jointly with CMU, will have final approval of design, permitting and final construction acceptance of the CMU Infrastructure. Upon request by ADS, MCEDA or CMU, as applicable, will provide ADS and its employees and agents physical access to any portion of property owned by or under the control of MCEDA or CMU as is necessary or desirable by ADS for its inspection of such construction and installation progress. To the extent that any ADS employee or agent must enter upon any portion of property owned by or under the control of MCEDA or CMU for the purpose of inspecting the

construction and installation progress of any CMU Infrastructure, or for any other permitted reason, (i) ADS will procure and maintain, and will cause any agent thereof to procure and maintain, customary liability insurance, which will designate MCEDA or CMU, as applicable, as an additional insured, and (ii) ADS will, to the extent permitted by Applicable Law, indemnify MCEDA or CMU, as applicable, for any losses incurred by MCEDA or CMU, as applicable, as a result of ADS's employee's or agent's negligence or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of MCEDA or CMU.

1.2 Turnover and Acceptance. Within thirty (30) days following the completion of construction of the CMU Infrastructure, other than CMU Infrastructure completed pursuant to a CMU Construction Step-In Event, after final inspection and acceptance by CMU, MCEDA will turn over, assign, and convey to CMU free and clear of any liens or encumbrances, and CMU will accept, all real and personal property interests related to such Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to CMU relating to all facilities, equipment and other property received by MCEDA, copies of any government approvals, and as-built drawings with respect to such CMU Infrastructure. MCEDA will cooperate to transfer to CMU (i) any governmental approvals held by MCEDA that, under Applicable Law, must be held by CMU in order for CMU to own or operate such CMU Infrastructure at issue, and (ii) any warranty provided by contractors hired by MCEDA to complete the CMU Infrastructure being accepted by CMU. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the CMU Infrastructure), rather than for all the CMU Infrastructure at one time. Upon CMU's acceptance of all the real and personal property interests related to such CMU Infrastructure, such CMU Infrastructure will be subject to Section 1.4.

1.3 Construction Step-In Events for CMU Infrastructure.

(a) Occurrence of a CMU Construction Step-In Event. If ADS reasonably believes and has sufficiently demonstrated that any component of the CMU Infrastructure will not be completed by MCEDA by the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event, then ADS will give MCEDA written notice, which includes ADS's concerns and, within thirty (30) days of such notice, MCEDA will provide, for ADS's approval, a detailed plan for timely completion of the CMU Infrastructure (a "**CMU Recovery Plan**"). If MCEDA fails to provide a CMU Recovery Plan to ADS that reasonably addresses the concerns identified in the abovementioned ADS notice within thirty (30) business days of ADS's request, or fails to comply with a CMU Recovery Plan that has been approved by ADS, to such an extent that ADS reasonably believes there will be a delay of more than fourteen (14) days to the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event (or such other date as may have been included in the approved CMU Recovery Plan, as extended upon the occurrence of, and for the duration of, a Force Majeure Event), then, upon written notice to MCEDA, and to the extent allowed under Applicable Law, ADS may take over construction of the specified component of the CMU Infrastructure using all or any portion of the contractors hired by MCEDA, or other contractors selected by ADS (a "**CMU Construction Step-In Event**"). If ADS elects to complete the CMU Infrastructure construction using all or any portion of MCEDA's contractors, MCEDA will facilitate a prompt assignment of all relevant contracts held by MCEDA, except to the extent otherwise stated in writing by ADS, to ADS, or another entity as directed by ADS, and take such other actions that may reasonably be required for the orderly and efficient transition of the work prescribed by such contracts. If a CMU Construction Step-In Event occurs, CMU will retain all rights of inspection, approval, and

acceptance of the CMU Infrastructure in accordance with this Agreement. All such work performed by ADS with respect to a CMU Construction Step-In Event will be performed in accordance with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, FAA regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Applicable Law, and Good Utility Practice.

(b) Work Following a CMU Construction Step-In Event. Upon receipt of ADS's notice of a CMU Construction Step-In Event, MCEDA will cease all work related to construction of the CMU Infrastructure subject to such CMU Construction Step-In Event, terminate all contracts that can be terminated unilaterally by MCEDA, except those to be assigned to ADS or another entity as directed by ADS, and, to the extent permitted by Applicable Law, ADS will have unrestricted access to the parts of the CMU Infrastructure subject to such CMU Construction Step-In Event that have been completed by MCEDA to that point. MCEDA will exercise all reasonable efforts to obtain any materials MCEDA has paid for prior to the CMU Construction Step-In Event, together with any manuals (including as-built drawings). To the extent that any contractor employed or otherwise engaged or directed by ADS must enter upon any portion of property owned by MCEDA or CMU for the purpose of installing and locating any applicable portions of the CMU Infrastructure, or for any other permitted reason, (i) ADS will require each such contractor thereof to procure and maintain customary liability insurance, which will designate MCEDA and CMU as additional insureds, and (ii) ADS will indemnify MCEDA and CMU for any losses incurred by MCEDA or CMU as a result of such contractor's negligence and/or misconduct arising from such contractor's entry upon such property owned by MCEDA or CMU to the extent permitted by Applicable Law.

(c) Reasonable Assistance. Upon receipt of ADS's notice of a CMU Construction Step-In Event, MCEDA will provide reasonable assistance to ADS, consistent with the assistance it would provide to its own contractors and agents.

(d) Property Rights and Permits. At ADS's request, MCEDA, CMU or their respective designees will use commercially reasonable efforts to obtain all property rights, easements, permits, approvals, and operating rights necessary for ADS to construct the CMU Infrastructure subject to a CMU Construction Step-In Event. ADS, CMU and MCEDA will reasonably assist one another in acquiring the necessary property rights, easements, permits, approvals, and operating rights.

(e) Acceptance Testing. Within ten (10) business days following ADS's written notice to MCEDA and CMU of its completion of construction of the CMU Infrastructure subject to a CMU Construction Step-In Event: (i) MCEDA will cause such CMU Infrastructure to be inspected by an independent engineer selected by MCEDA, and reasonably accepted by ADS, and tested for meeting the applicable Infrastructure Design Specifications, and (ii) CMU will inspect and approve such CMU Infrastructure, to the extent required by Applicable Law.

(f) Turnover and Acceptance. Within thirty (30) days following the completion of construction of the CMU Infrastructure subject to a CMU Construction Step-In Event, and after CMU's final inspection and acceptance, MCEDA and ADS will turn over, assign, and convey to CMU free and clear of all liens and encumbrances, and CMU will accept, all real and personal property interests related to such CMU Infrastructure including, but not limited to, documents identifying

and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to CMU relating to all facilities, equipment and other property received by MCEDA and/or ADS, copies of any government approvals, and as-built drawings with respect to such CMU Infrastructure. MCEDA and ADS will cooperate to transfer to CMU (i) any governmental approvals held by MCEDA or ADS that, under Applicable Law, must be held by CMU in order for CMU to own or operate the CMU Infrastructure at issue, and (ii) any warranty provided by contractors hired by ADS to complete the CMU Infrastructure being accepted by CMU. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the CMU Infrastructure), rather than for all the CMU Infrastructure at one time. MCEDA will provide a complete accounting of the expenses incurred and paid for the design and construction of the CMU Infrastructure for CMU's accounting purposes. Upon CMU's acceptance of all the real and personal property interests related to such CMU Infrastructure, such CMU Infrastructure will be subject to Section 1.4.

1.4 CMU Operation, Maintenance, and Repair Obligations. Once the CMU Infrastructure is designed, engineered, constructed, and installed by MCEDA (and/or by ADS pursuant to CMU Construction Step-In Event), and thereafter conveyed or otherwise transferred to CMU pursuant to Section 1.2 or Section 1.3(f), CMU will thereafter operate, maintain and repair, as necessary, the CMU Infrastructure and those portions of the Water System and the CMU Wastewater and Sewer System, which directly or indirectly serve the Project, in a manner consistent with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, FAA regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, and Good Utility Practice, in accordance with all Applicable Law, and in all respects sufficient to keep the same in normal, reliable and continuous commercial operation. CMU is solely responsible for all operational, maintenance, and repair costs upon completion and turnover of any CMU Infrastructure by MCEDA and/or ADS, as applicable, pursuant to Section 1.2 or Section 1.3(f).

1.5 CMU Latecomer Connection Charge. In consideration of the substantial investment by ADS in the Company-Funded CMU Infrastructure, if CMU receives a request from any other Water System customer with a minimum projected peak water usage of 300,000 gallons per day (a "**Latecomer**") after the Effective Date to connect to any Company-Funded CMU Infrastructure, CMU will provide written notice of such request to ADS prior to granting any CMU approval for said Latecomer. For twenty (20) years after the execution of this Agreement, CMU will impose a connection charge on any and all Latecomers that connect to any Company-Funded CMU Infrastructure (a "**CMU Latecomer Connection Charge**") prior to allowing the Latecomer to connect to any Company-Funded CMU Infrastructure, to the extent permitted under Applicable Law. If the water service capacity of the Water System is expanded by CMU (*i.e.*, new facilities and equipment, such as a new water well), at no cost to ADS, by the incremental amount of a Latecomer's water usage demand, the Latecomer will not be subject to the collection fee as long as the Latecomer's water usage does not exceed the volume of such new, incremental Water System capacity.

(a) Payment of CMU Latecomer Connection Charge. CMU will pay to ADS the full amount of any and all CMU Latecomer Connection Charges collected pursuant to this section within thirty (30) days of receipt of funds from the Latecomer.

(b) Applicability to MCEDA-Funded CMU Infrastructure. The CMU Latecomer Connection Charge will also apply to any Latecomer that connects to MCEDA-Funded CMU Infrastructure in proportion to any funds that ADS provides to MCEDA, at the request thereof, in

excess of the Company-Provided CMU Infrastructure Funds, to pay for any MCEDA-Funded CMU Infrastructure in excess of the MCEDA-Funded Infrastructure Cost Budget, and such excess cost payment by ADS is material (*i.e.*, the excess cost paid by ADS is equal to or greater than ten percent (10%) of the MCEDA-Funded CMU Infrastructure Cost Budget with respect to any cost overage for any MCEDA-Funded CMU Infrastructure).

(c) ***Applicability after Termination.*** If ADS terminates this Agreement due to an Event of Default by CMU or MCEDA, Section 1.5 will continue to apply to any Latecomer that connects to the Company-Funded CMU Infrastructure after the ADS Termination Date for a period of twenty (20) years.

ARTICLE 2– MCWA INFRASTRUCTURE

2.1 MCEDA’s MCWA Infrastructure Obligations.

(a) ***MCWA Infrastructure Delivery.*** Subject to *ARTICLE 3*, MCEDA will design, engineer, construct, install, and undertake all work necessary to deliver the MCWA Infrastructure in accordance with Exhibit 3 and Exhibit 4, the Service Specifications, MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, FAA regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Good Utility Practice, and Applicable Law.

(i) Prior to the award of any contract for the construction or installation of any MCWA Infrastructure, MCEDA will first coordinate with MCWA and share all engineering and design plans and specifications with MCWA to ensure that that all MCWA Infrastructure is constructed or installed in a quality and manner consistent with MCWA’s standards for such MCWA Infrastructure and is compatible with the existing MCWA Wastewater Treatment System. MCWA will have the opportunity to review such plans and specifications for the MCWA Infrastructure prior to finalizing the same. MCWA will complete its review within fourteen (14) calendar days of receipt any such MCWA Infrastructure plans and specifications. If additional time is needed to complete MCWA’s review, MCWA will provide notice to MCEDA and ADS before the expiration of the 14-day review period and request an extension of time to complete its review. Any such notice will explain MCWA’s reason for the delay, propose a reasonable extension of time to complete MCWA’s review, and explain if the extension will affect the commencement of Provider Services. Any extension request is subject to ADS’s consent, not to be unreasonably withheld, and will be for a period no longer than fourteen (14) days.

(ii) If MCWA denies or rejects such plans and specifications for the MCWA Infrastructure, the Parties will negotiate in good faith for a period not to exceed fourteen (14) calendar days to (i) modify the engineering and design plans and specifications for the MCWA Infrastructure to meet MCWA’s requirements and/or (ii) modify the operational dates contained in in Exhibit 3 and Exhibit 4. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations, MCWA’s rejection of the engineering and design plans for the MCWA Infrastructure will be deemed an Event of Default, unless MCWA provides Substitute Provider Services to ADS to the extent allowed by Applicable Law.

(b) ***Reserved.***

(c) ***Reserved.***

(d) ***Property Rights and Permits Associated with MCWA Infrastructure.***

(i) Subject to *ARTICLE 3*, MCEDA will obtain all property rights, easements, permits, approvals, and operating rights necessary to construct and install the MCWA Infrastructure. MCEDA will obtain all property rights, easements, permits, approvals, and operating rights necessary for MCEDA to construct and install the MCWA Infrastructure. If MCEDA is unable to purchase or otherwise obtain such property rights and easements from property owners (other than ADS or its Affiliates), then MCEDA, MCWA and ADS will work jointly to acquire, or cause to be acquired, the property rights and easements through use of MCEDA's and/or MCWA's powers of condemnation granted by Applicable Law. Consistent with Applicable Law, MCWA will assist MCEDA to the extent necessary in promptly and diligently pursuing the acquisition of such property rights and easements.

(ii) MCWA will: (i) provide MCEDA and its employees, engineers, contractors, agents, and other representatives access to any property owned by MCWA for purposes of carrying out its obligations under this *ARTICLE 2*, as applicable, and (ii) grant to MCEDA any necessary easements, licenses, or other rights-of-way upon or for access to property owned by MCWA that are reasonably required for MCWA Infrastructure installation at no cost to MCEDA, provided, however, that in no event will such easements, licenses or rights-of-way materially interfere with MCWA's use of its property. To the extent that any employee or agent hired by MCEDA must enter upon any portion of property owned by or under the control of MCWA for the purpose of installing and locating any applicable portions of the MCWA Infrastructure, or for any other permitted reason, (i) MCEDA will procure and maintain customary liability insurance, which will designate MCWA as an additional insured, and (ii) MCEDA will, to the extent permitted by Applicable Law, indemnify MCWA for any losses incurred by MCWA as a result of such employee's or agent's negligence and/or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of MCWA.

(iii) ADS will: (i) provide MCEDA, MCWA, and their respective employees, engineers, contractors, agents, and other representatives access to any property owned by or under the control of ADS for purposes of carrying out their respective obligations under this Agreement, as applicable, upon written notice from MCWA or MCEDA, as applicable, at least two (2) business days in advance; and (ii) grant to MCEDA or MCWA, as applicable, any necessary easements, licenses, or other rights-of-way upon or for access to property owned by or under the control of ADS that are reasonably required for MCWA Infrastructure installation at no cost to MCWA or MCEDA; provided that in no event will such easements, licenses or rights-of-way materially interfere with the ADS's planned improvements on its property. To the extent that any employee or agent of MCEDA or MCWA must enter upon any portion of property owned by ADS for the purpose of installing and locating any applicable portions of the MCWA Infrastructure, or for any other permitted reason, (i) MCEDA and/or MCWA will procure and maintain, and will cause any employee or agent thereof to procure and maintain, customary liability insurance, which will designate ADS as an additional insured, and (ii) MCEDA and/or MCWA will, to the extent permitted by Applicable Law, indemnify ADS for any losses incurred by ADS as a result of MCEDA or MCWA's employee's or agent's negligence

and/or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of ADS.

(e) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction and installation of the MCWA Infrastructure, MCEDA will provide ADS and MCWA a written report (the "**MCWA Monthly Report**") on MCEDA's permitting, construction, and installation progress in the form shown in Exhibit 5. ADS and MCWA may comment on the MCWA Monthly Report, inspect progress during construction and installation, and monitor and test for compliance with design specifications. MCEDA will, upon ADS's request, respond to any comments by ADS on the MCWA Monthly Report or supplement the MCWA Monthly Report within ten (10) business days of ADS's request. ADS's review, comment, inspection, testing, or monitoring of the construction and installation of the MCWA Infrastructure, or ADS's failure to review, comment, inspect, test, or monitor the work, will not in any way (i) relieve or release MCEDA from any of its obligations arising under this Agreement, or (ii) subject ADS to any liability with respect to such matter. MCEDA, jointly with MCWA, will have final approval of design, permitting and final construction acceptance of the MCWA Infrastructure. Upon request by ADS, MCEDA will provide MCWA and ADS and their employees and agents physical access necessary for inspection of construction and installation progress. To the extent that any ADS employee or agent must enter upon any portion of property owned by or under the control of MCEDA or MCWA for the purpose of inspecting the construction and installation progress of any MCWA Infrastructure, or for any other permitted reason, (i) ADS will procure and maintain, and will cause any agent thereof to procure and maintain, customary liability insurance, which will designate MCEDA or MCWA, as applicable, as an additional insured, and (ii) ADS will, to the extent permitted by Applicable Law, indemnify MCEDA or MCWA, as applicable, for any losses incurred by MCEDA or MCWA, as applicable, as a result of ADS employee's or agent's negligence and/or willful acts or omissions arising from such employee's or agent's entry upon such property owned by or under the control of MCEDA or MCWA.

2.2 Turnover and Acceptance. Within thirty (30) days following the completion of construction of the MCWA Infrastructure, other than MCWA Infrastructure completed pursuant to a MCWA Construction Step-In Event, and after final inspection and acceptance by MCWA, MCEDA will turn over, assign, and convey to MCWA, and MCWA will accept, all real and personal property interests related to the MCWA Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to MCWA relating to all facilities, equipment and other property received by MCEDA, copies of any government approvals, and as-built drawings with respect to such Infrastructure. MCEDA will cooperate to transfer to MCWA (i) any governmental approvals held by MCEDA that, under Applicable Law, must be held by MCWA in order for MCWA to own or operate such MCWA Infrastructure at issue, and (ii) any warranty provided by contractors hired by MCEDA to complete the MCWA Infrastructure being accepted by MCWA. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the MCWA Infrastructure), rather than for all the MCWA Infrastructure at one time. Upon the acceptance by MCWA of all the real and personal property interests related to such MCWA Infrastructure, such MCWA Infrastructure will be subject to Section 2.4.

2.3 Construction Step-In Events for MCWA Infrastructure.

(a) **Occurrence of a MCWA Construction Step-In Event.** If ADS reasonably believes and has sufficiently demonstrated that any component of the MCWA Infrastructure will not be

completed by MCEDA by the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event, then ADS will give MCEDA written notice, which includes ADS's concerns and, within thirty (30) days of such notice, MCEDA will provide, for ADS's approval, a detailed plan for timely completion of the MCWA Infrastructure (a **"MCWA Recovery Plan"**). If MCEDA fails to provide a MCWA Recovery Plan to ADS that reasonably addresses the concerns identified in the abovementioned ADS notice within thirty (30) business days of ADS's request, or fails to comply with an approved MCWA Recovery Plan, to such an extent that ADS reasonably believes there will be a delay of more than fourteen (14) days to the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event (or such other date as may have been included in the approved MCWA Recovery Plan, as extended upon the occurrence of, and for the duration of, a Force Majeure Event), then, upon written notice to MCEDA, and to the extent allowed under Applicable Law, ADS may take over construction of the specified component of the MCWA Infrastructure using all or any portion of the contractors hired by MCEDA, or other contractors selected by ADS (a **"MCWA Construction Step-In Event"**). If ADS elects to complete the MCWA Infrastructure construction using all or any portion of MCEDA's contractors, MCEDA will facilitate a prompt assignment of all relevant contracts held by MCEDA, except to the extent otherwise stated in writing by ADS, to ADS, or another entity as directed by ADS, and take such other actions that may reasonably be required for the orderly and efficient transition of the work prescribed by such contracts. If a MCWA Construction Step-In Event occurs, MCWA will retain all rights of inspection, approval, and acceptance of the MCWA Infrastructure in accordance with this agreement. All such work performed by ADS with respect to a MCWA Construction Step-In Event will be performed in accordance with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Applicable Law, and Good Utility Practice.

(b) Work Following a MCWA Construction Step-In Event. Upon receipt of ADS's notice of a MCWA Construction Step-In Event, MCEDA will cease all work related to construction of the MCWA Infrastructure subject to such MCWA Construction Step-In Event, terminate all contracts that can be terminated unilaterally by MCEDA, except those to be assigned to ADS or another entity as directed by ADS, and, to the extent permitted by Applicable Law, ADS will have unrestricted access to the parts of the MCWA Infrastructure subject to such MCWA Construction Step-In Event that have been completed by MCEDA to that point. MCEDA will exercise all reasonable efforts to obtain any materials MCEDA has paid for prior to the MCWA Construction Step-In Event, together with any manuals (including as-built drawings). To the extent that any contractor employed or otherwise engaged or directed by ADS must enter upon any portion of property owned by MCEDA or MCWA for the purpose of installing and locating any applicable portions of the MCWA Infrastructure, or for any other permitted reason, (i) ADS will require each such contractor thereof to procure and maintain customary liability insurance, which will designate MCEDA and MCWA as additional insureds, and (ii) ADS will indemnify MCEDA and MCWA for any losses incurred by MCEDA or MCWA as a result of such contractor's negligence and/or willful misconduct arising from such contractor's entry upon such property owned by MCEDA or MCWA to the extent permitted by Applicable Law.

(c) Reasonable Assistance. Upon receipt of ADS's notice of a MCWA Construction Step-In Event, MCEDA will provide reasonable assistance to ADS, consistent with the assistance it would provide to its own contractors and agents.

(d) Property Rights and Permits. At ADS's request, MCEDA, MCWA or their respective designees will use commercially reasonable efforts to obtain all property rights, easements, permits, approvals, and operating rights necessary for ADS to construct the MCWA Infrastructure subject to a MCWA Construction Step-In Event. ADS, MCWA and MCEDA will reasonably assist one another in acquiring the necessary property rights, easements, permits, approvals, and operating rights.

(e) Acceptance Testing. Within ten (10) business days following ADS's written notice to MCEDA and MCWA of its completion of construction of the MCWA Infrastructure subject to a MCWA Construction Step-In Event: (i) MCEDA will cause such MCWA Infrastructure to be inspected by an independent engineer selected by MCEDA, and reasonably accepted by ADS, and tested for meeting the applicable Infrastructure Design Specifications, and (ii) MCWA will inspect and approve such MCWA Infrastructure, to the extent required by Applicable Law.

(f) Turnover and Acceptance. Within thirty (30) days following the completion of construction of the MCWA Infrastructure subject to a MCWA Construction Step-In Event, and after MCWA's final inspection and acceptance, MCEDA and ADS will turn over, assign, and convey to MCWA free and clear of all liens and encumbrances, and MCWA will accept, all real and personal property interests related to such MCWA Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to MCWA relating to all facilities, equipment and other property received by MCEDA and/or ADS, copies of any government approvals, and as-built drawings with respect to such MCWA Infrastructure. MCEDA and ADS will cooperate to transfer to MCWA (i) any governmental approvals held by MCEDA or ADS that, under Applicable Law, must be held by MCWA in order for MCWA to own or operate the MCWA Infrastructure at issue, and (ii) any warranty provided by contractors hired by ADS to complete the MCWA Infrastructure being accepted by MCWA. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the MCWA Infrastructure), rather than for all the MCWA Infrastructure at one time. MCEDA will provide a complete accounting of the expenses incurred and paid for the design and construction of the MCWA Infrastructure for MCWA's accounting purposes. Upon MCWA's acceptance of all the real and personal property interests related to such MCWA Infrastructure, such MCWA Infrastructure will be subject to Section 2.4.

2.4 MCWA Operation, Maintenance, and Repair Obligations. Once the MCWA Infrastructure is designed, engineered, constructed and installed by MCEDA (and/or by ADS pursuant to a MCWA Construction Step-In Event), and thereafter conveyed or otherwise transferred to MCWA pursuant to Section 2.2 or Section *ARTICLE 3*, MCWA will thereafter operate, maintain and repair, or cause to be operated, maintained and repaired, as necessary, the MCWA Infrastructure and those portions of the MCWA Wastewater and Sewer System, which directly or indirectly serve the Project, in a manner consistent with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MSDH Minimum Design Criteria For Mississippi Public Water Systems, and Good Utility Practice, in accordance with all Applicable Law, and in all respects sufficient to keep the same in normal, reliable and continuous commercial operation. MCWA is solely responsible for all operational, maintenance, and repair costs upon completion and turnover of any MCWA Infrastructure by MCEDA and/or ADS, as applicable, pursuant to Section 2.2 or *ARTICLE 3*.

ARTICLE 3 – FINANCIAL RESPONSIBILITY FOR INFRASTRUCTURE

3.1 Financial Responsibility for MCEDA-Funded Infrastructure.

(a) **MCEDA-Funded Infrastructure Cost Budget.** Subject to any Funding Delay, MCEDA will use up to One Hundred Seventy-Eight Million One Hundred Fifteen Thousand Five Hundred Eighty-Two Dollars (\$178,115,582.00) (the “**MCEDA-Funded Infrastructure Cost Budget**”) of the Local Public Infrastructure Funds to pay all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the MCEDA-Funded CMU Infrastructure and the MCEDA-Funded MCWA Infrastructure (together, the “**MCEDA-Funded Infrastructure**”). MCEDA will not exceed the MCEDA-Funded Infrastructure Cost Budget for all MCEDA-Funded Infrastructure without prior written authorization from ADS.

(b) **Costs Exceeding MCEDA-Funded Infrastructure Cost Budget.** If MCEDA determines that its total costs for the MCEDA-Funded Infrastructure will exceed the MCEDA-Funded Infrastructure Cost Budget, MCEDA will notify ADS in writing and the Parties will negotiate in good faith to mitigate and/or reduce costs related to the MCEDA-Funded Infrastructure to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the MCEDA-Funded Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed costs of MCEDA-Funded Infrastructure that collectively exceed the MCEDA-Funded Infrastructure Cost Budget. Any and all actual and undisputed costs of MCEDA-Funded Infrastructure that collectively exceed the MCEDA-Funded Infrastructure Cost Budget will be billed by MCEDA to ADS in accordance with the ADS Invoicing and Payment Process.

(c) **Funding Delay.** If a Funding Delay will delay, impede, or forestall MCEDA’s ability to perform its obligations under this Agreement with respect to any MCEDA-Funded Infrastructure, MCEDA will notify ADS in writing within ten (10) days of such Funding Delay, and the Parties will negotiate in good faith to (i) mitigate and/or reduce costs related to MCEDA-Funded Infrastructure to the extent reasonably possible, (ii) modify the MCEDA-Funded Infrastructure Cost Budget, and/or (iii) modify the Delivery Dates contained in Exhibit 1 and Exhibit 3. If the Parties are unable to agree to such mitigation and modification measures within fourteen (14) days of commencing negotiations, such Funding Delay will be deemed an Event of Default, unless CMU provides Substitute Provider Services to ADS to the extent allowed by Applicable Law.

(d) **ADS Design Change.** To the extent that ADS desires to make any changes of any kind to the Infrastructure Design Specifications for the MCEDA-Funded Infrastructure (an “**ADS Design Change**”), ADS will notify MCEDA, CMU (with respect to any such change to MCEDA-Funded CMU Infrastructure) or MCWA (with respect to any such change to MCEDA-Funded MCWA Infrastructure) in writing of such requested change. In the event that the ADS Design Change is reasonably expected to increase the total cost of the MCEDA-Funded Infrastructure in excess of the MCEDA-Funded Infrastructure Cost Budget, MCEDA will promptly notify ADS of such anticipated cost increase. Upon receipt of such notification, ADS will have fourteen (14) days to approve or deny the cost increase and direct MCEDA whether to undertake the proposed change. If ADS fails to approve or deny the cost increase within such period, such increase will be deemed by MCEDA to have been denied by ADS. If ADS approves an ADS Design Change, ADS will be solely responsible for paying or reimbursing MCEDA for any and all authorized cost increases in excess

of the MCEDA-Funded Infrastructure Cost Budget. Actual and undisputed costs for any ADS Design Changes that exceed the MCEDA-Funded Infrastructure Cost Budget will be billed to and paid by ADS in accordance with the ADS Invoicing and Payment Process.

3.2 Financial Responsibility for Company-Funded CMU Infrastructure.

(a) ***Company-Funded CMU Infrastructure Cost Budget.*** ADS will provide MCEDA the sum of up to One Million Seven Hundred Forty Thousand Dollars (\$1,740,000) (the “**Company-Provided CMU Infrastructure Funds**”) for the purposes of paying all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the Company-Funded CMU Infrastructure. Such maximum total amount of Company-Provided CMU Infrastructure Funds (the “**Company-Funded CMU Infrastructure Cost Budget**”) may not be modified without the prior consent of ADS.

(b) ***Disbursements of Company-Provided CMU Infrastructure Funds.*** Within thirty (30) days following Effective Date, MCEDA will deliver to ADS a schedule of estimated monthly disbursements (or reimbursements to MCEDA) of the Company-Provided CMU Infrastructure Funds to pay for the Company-Funded CMU Infrastructure. The schedule will show, by month, the amount of Company-Provided CMU Infrastructure Funds anticipated to be needed by MCEDA from ADS to pay the costs of the Company-Provided CMU Infrastructure Funds; provided that, to the extent necessary to timely pay for the Company-Funded CMU Infrastructure, MCEDA may request that ADS modify the monthly disbursement schedule from time to time as the Company-Funded CMU Infrastructure engineering, design, construction and installation of Company-Funded CMU Infrastructure proceeds upon thirty (30) days written notice to ADS of any such schedule modification. ADS will have fourteen (14) days to approve or deny MCEDA’s requested modification to the applicable monthly disbursement schedule. If ADS denies or rejects MCEDA’s request to modify the applicable monthly disbursement schedule, the Parties will negotiate in good faith to modify the applicable monthly disbursement schedule as needed. If the Parties are unable to agree to such modifications within fourteen (14) days of commencing negotiations, MCEDA’s requested modification will be deemed to have been denied by ADS.

(c) All actual and undisputed costs of the Company-Funded CMU Infrastructure will be invoiced by MCEDA to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

(d) ***Costs Exceeding Company-Funded CMU Infrastructure Cost Budget.*** If MCEDA determines that the total costs for the Company-Funded CMU Infrastructure will exceed the Company-Funded CMU Infrastructure Cost Budget, MCEDA will notify ADS in writing and the Parties will negotiate in good faith to mitigate and/or reduce costs related to the Company-Funded CMU Infrastructure to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the Company-Funded CMU Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed costs of Company-Funded CMU Infrastructure that collectively exceed the Company-Funded CMU Infrastructure Cost Budget.

(e) ***ADS Design Change to Company-Funded CMU Infrastructure.*** To the extent that ADS desires to make any changes of any kind to the Infrastructure Design Specifications for the Company-Funded CMU Infrastructure, ADS will notify MCEDA in writing of such requested

change, and MCEDA will consult with CMU, and engineers and contractors procured by MCEDA, to perform the design, engineering, construction and installation of the Company-Funded CMU Infrastructure. In the event that such officials, engineers and/or contractors determine that the requested design change is reasonably expected to result in any increase in the cost of the Company-Funded CMU Infrastructure in excess of the Company-Funded CMU Infrastructure Cost Budget, MCEDA will promptly notify ADS of such anticipated cost increase and ADS will have fourteen (14) days to direct MCEDA to either refrain from undertaking such design change or to proceed with such design change so as to include it within the scope of the work for the Company-Funded CMU Infrastructure, as applicable, in which later instance ADS will be solely responsible for the actual and undisputed costs of such improvements to be made with the Company-Provided CMU Infrastructure Funds that collectively exceed the amount of the Company-Funded CMU Infrastructure Cost Budget, which amounts will be invoiced to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

3.3 Financial Responsibility for Company-Funded MCWA Infrastructure.

(a) ***Company-Funded MCWA Infrastructure Cost Budget.*** ADS will provide MCEDA the sum of up Four Million Eight Hundred Thirty Thousand Dollars (\$4,830,000) (the “**Company-Provided MCWA Infrastructure Funds**”) for the purposes of paying all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the Company-Funded MCWA Infrastructure. Such maximum total amount of Company-Provided MCWA Infrastructure Funds (the “**Company-Funded MCWA Infrastructure Cost Budget**”) may not be modified without the prior consent of ADS.

(b) ***Disbursements of Company-Provided MCWA Infrastructure Funds.*** Within thirty (30) days following Effective Date, MCEDA will deliver to ADS a schedule of estimated monthly disbursements (or reimbursements to MCEDA) of the Company-Provided MCWA Infrastructure Funds to pay for the Company-Funded MCWA Infrastructure. The schedule will show, by month, the amount of Company-Provided MCWA Infrastructure Funds anticipated to be needed by MCEDA from ADS to pay the costs of the Company-Funded MCWA Infrastructure; provided that, to the extent necessary to timely pay for the Company-Funded MCWA Infrastructure, MCEDA may request that ADS modify the monthly disbursement schedule from time to time as the Company-Funded MCWA Infrastructure engineering, design, construction and installation proceeds upon thirty (30) days written notice to ADS of any such schedule modification. ADS will have fourteen (14) days to approve or deny MCEDA’s requested modification to the applicable monthly disbursement schedule. If ADS denies or rejects MCEDA’s request to modify the applicable monthly disbursement schedule, the Parties will negotiate in good faith to modify the applicable monthly disbursement schedule as needed. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations, MCEDA’s requested modification will be deemed to have been denied by ADS.

(c) All actual and undisputed costs of the Company-Funded MCWA Infrastructure will be invoiced by MCEDA to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

(d) ***Costs Exceeding Company-Funded MCWA Infrastructure Cost Budget.*** If MCEDA determines that the total costs for the Company-Funded MCWA Infrastructure will exceed the Company-Funded MCWA Infrastructure Cost Budget, MCEDA will notify ADS in writing and MCEDA and ADS will negotiate in good faith to mitigate and/or reduce costs related to the

Company-Funded MCWA Infrastructure to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the Company-Funded MCWA Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed costs of Company-Funded MCWA Infrastructure that collectively exceed the Company-Funded MCWA Infrastructure Cost Budget.

(e) *ADS Design Change to Company-Funded MCWA Infrastructure.* To the extent that ADS desires to make any changes of any kind to the Infrastructure Design Specifications for the Company-Funded MCWA Infrastructure, ADS will notify MCEDA in writing of such requested change, and MCEDA will consult with MCWA officials, and engineers and contractors procured by MCEDA, to perform the design, engineering, construction and installation of the Company-Funded MCWA Infrastructure. In the event that such officials, engineers and/or contractors determine that the requested design change is reasonably expected to result in any increase in the cost of the Company-Funded MCWA Infrastructure in excess of the Company-Funded MCWA Infrastructure Cost Budget, MCEDA will promptly notify ADS of such anticipated cost increase and ADS will have fourteen (14) days to direct MCEDA to either refrain from undertaking such design change or to proceed with such design change so as to include it within the scope of the work for the Company-Funded MCWA Infrastructure, as applicable, in which later instance ADS will be solely responsible for the actual and undisputed costs of such improvements to be made with the Company-Provided MCWA Infrastructure Funds that collectively exceeds the amount of the Company-Funded MCWA Infrastructure Cost Budget, which amounts will be invoiced to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

3.4 Financial Responsibility for Infrastructure Following a CMU Construction Step-In Event or MCWA Construction Step-in Event.

(a) *Construction Step-In Event for MCEDA-Funded Infrastructure.* Notwithstanding the occurrence of a CMU Construction Step-In Event or MCWA Construction Step-in Event, financial responsibility for completing any MCEDA-Funded Infrastructure will still be in accordance with Section 3.1 hereof; provided, however, to the extent allowed under Applicable Law, MCEDA will reasonably assist ADS in ensuring that the Local Public Infrastructure Funds are procured and applied for design, construction and installation of any MCEDA-Funded Infrastructure as requested by ADS. Notwithstanding the foregoing, any costs arising from the unilateral termination by MCEDA of any construction contracts for any MCEDA-Funded Infrastructure pursuant to Section 1.3(b) or Section 2.3(b) will be paid from Local Public Infrastructure Funds before such funds are utilized to pay the costs of any MCEDA-Funded Infrastructure subject to a CMU Construction Step-In Event or MCWA Construction Step-in Event following the invocation of CMU Construction Step-In Event or MCWA Construction Step-in Event by ADS with respect such MCEDA-Funded Infrastructure.

(b) *Construction Step-In Event for Company-Funded CMU Infrastructure.* Notwithstanding the occurrence of a CMU Construction Step-In Event, financial responsibility for completing the Company-Funded Infrastructure will still be in accordance with Section 3.2 hereof; provided, however, to the extent allowed under Applicable Law, any costs arising from the unilateral termination by MCEDA of any construction contracts for any Company-Funded CMU Infrastructure pursuant to Section 1.3(b), will be paid from Company-Provided CMU Infrastructure Funds before such funds are utilized to pay the costs of any Company-Funded CMU Infrastructure

subject to a CMU Construction Step-In Event following the invocation of CMU Construction Step-In Event by ADS with respect such Company-Funded CMU Infrastructure. Except as other provided in the preceding sentence, any costs paid directly by ADS for any Company-Funded CMU Infrastructure subject to a CMU Construction Step-In Event will reduce, on a dollar for dollar basis, the amount of the Company funds otherwise payable to MCEDA pursuant to Section 3.2.

(c) **Construction Step-In Event for Company-Funded MCWA Infrastructure.** Notwithstanding the occurrence of a MCWA Construction Step-In Event, financial responsibility for completing the Company-Funded MCWA Infrastructure will still be in accordance with Section 3.3 hereof; provided, however, to the extent allowed under Applicable Law, any costs arising from the unilateral termination by MCEDA of any construction contracts for any Company-Funded Infrastructure pursuant to Section 1.3(b) or Section 2.3(b), will be paid from Company-Provided MCWA Infrastructure Funds before such funds are utilized to pay the costs of any Company-Funded MCWA Infrastructure subject to a MCWA Construction Step-In Event following the invocation of MCWA Construction Step-In Event by ADS with respect such Company-Funded MCWA Infrastructure. Except as other provided in the preceding sentence, any costs paid directly by ADS for any Company-Funded MCWA Infrastructure subject to a MCWA Construction Step-In Event will reduce, on a dollar-for-dollar basis, the amount of the Company funds otherwise payable to MCEDA pursuant to Section 3.3.

ARTICLE 4 – TERM, EFFECTIVE DATE, TERMINATION

4.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for twenty-five (25) years (the “**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term or a Renewal Term (defined below), this Agreement will automatically renew by its own terms for up to three (3) additional and consecutive 5-year terms (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”) unless ADS provides written notice to CMU and MCWA at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement. Nothing in this Section 4.1(b) will be construed as limiting any Party’s rights to terminate this Agreement in accordance with Section 4.2, below, or as limiting any Party’s rights to suspend performance of its obligations under this Agreement upon the occurrence of an Event of Default consistent with *ARTICLE 8*, below.

4.2 Termination.

(a) **Termination by ADS During Design, Engineering, Construction and/or Installation.** ADS may terminate this Agreement during design, engineering, construction and/or installation of the Infrastructure by providing written notice to MCEDA, MCWA and CMU at least ninety (90) days prior to the date of such termination (“**ADS Termination Date**”). The ADS Termination Date will fall on the last day of a month.

(i) **Determination of Costs to Complete Construction After ADS Termination Date.** Within fourteen (14) days of the ADS Termination Date, the Parties will convene to (A) determine and agree to the costs of completing any Infrastructure currently under construction, (B) negotiate in good faith to mitigate and/or reduce costs to complete the

Infrastructure currently under construction to the extent reasonably possible, and (C) establish a schedule for completing any Infrastructure currently under construction.

(ii) *ADS Responsibility for Costs Before ADS Termination Date.* If ADS terminates this Agreement pursuant to Section 4.2(a), then ADS's sole liability and the exclusive remedy of MCEDA, CMU, and/or MCWA, with respect to costs incurred prior to the ADS Termination Date, is payment or reimbursement to MCEDA for all actual and undisputed costs incurred by MCEDA thereby to date for the design, engineering, construction, and/or installation of the Infrastructure as of the ADS Termination Date. Invoices seeking reimbursement of actual and undisputed costs incurred before the ADS Termination Date must be submitted no later than sixty (60) days after the ADS Termination Date or otherwise within thirty (30) days following receipt by MCEDA or CMU from the contractor or vendor of the invoice(s) for the work performed thereby or materials or equipment procured therefrom. Invoices for Infrastructure will not include the costs of any work performed or materials or equipment purchased more than ninety (90) days following the respective Delivery Date for such Infrastructure, as such Delivery Date may have previously been extended by mutual agreement of the Parties, or such later date mutually agreed upon by the Parties. Invoices seeking reimbursement of costs for Company-Funded CMU Infrastructure or Company-Funded MCWA Infrastructure incurred up through the ADS Termination Date will not include costs already submitted to ADS by MCEDA or CMU in the manner prescribed by the ADS Invoicing and Payment Process. MCEDA may resubmit invoices to ADS for any actual and undisputed costs incurred before the ADS Termination Date, in accordance with this provision, that have not been reimbursed.

(iii) *ADS Responsibility for Costs After ADS Termination Date.* If ADS terminates this Agreement pursuant to this Section 4.2(a), then ADS will be liable for the costs of completing any Infrastructure under construction as of the ADS Termination Date, as agreed to by the Parties under Section 4.2(a)(i).

(A) In no event will ADS's liability to reimburse MCEDA or CMU for the actual and undisputed costs incurred by MCEDA under this Section 4.2(a)(iii) exceed: (1) the MCEDA-Funded Infrastructure Cost Budget, (2) the Company-Funded CMU Infrastructure Cost Budget for the Company-Funded CMU Infrastructure, except to the extent and up to the incremental amounts of any increases thereto already approved by ADS, and (3) the Company-Funded MCWA Infrastructure Cost Budget for the Company-Funded MCWA Infrastructure, except to the extent and up to the incremental amounts of any increases thereto already approved by ADS. MCEDA will provide ADS with invoices for the actual and undisputed costs for which it seeks payment or reimbursement consistent with the ADS Invoicing and Payment Process, identifying such costs as related to the MCEDA-Funded Infrastructure, the Company-Funded CMU Infrastructure, or the Company-Funded MCWA Infrastructure, as applicable.

(iv) *MCEDA Responsibility for Costs After Termination by ADS.* In the event of any such termination by ADS pursuant to this Section 4.2(a), MCEDA will, after first using the amounts paid by ADS to MCEDA pursuant to Section 4.2(a) to pay or reimburse MCEDA for any actual and undisputed costs incurred by MCEDA as of the ADS Termination

Date and all actual and undisputed costs to complete such portions of the Infrastructure as is necessary to operate such Infrastructure already under construction, use any other amounts paid by ADS to MCEDA pursuant to Section 4.2(a) to repay to MMEIA the Local Public Infrastructure Funds previously remitted by the MMEIA to MCEDA in accordance with the PCA.

(b) Termination by ADS After CMU Services Begin. ADS may terminate this Agreement at any time and for any reason by providing written notice to MCEDA, MCWA, and CMU at least ninety (90) days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 4.2(b), or for any other reason after MCWA and/or CMU has commenced providing any CMU Services to ADS, then ADS's sole liability and exclusive remedy is payment for any CMU Services provided under this Agreement as of the date of such termination and reasonable and unmitigated costs of ceasing operations and preparing the Infrastructure for non-use (e.g., all decommissioning costs, including but not limited to the demolition and removal of such Infrastructure to the extent such demolition and removal is prescribed by MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Applicable Law, and/or Good Utility Practice).

(c) Termination by CMU. CMU may terminate this Agreement by providing written notice to ADS at least ninety (90) days prior to the date of such termination only if (i) the Project permanently ceases all of its data center operations for more than twelve (12) consecutive months and at least three (3) years have passed since the Effective Date, and (ii) CMU has paid to ADS, as applicable, all amounts due and owing under this Agreement, if any.

ARTICLE 5 – RATES AND PAYMENTS

5.1 CMU Services.

(a) ADS Payment Obligations. ADS will pay for the CMU Services in accordance with the rates contained in Table 2 of the Cover Sheet at the commencement of CMU Services. Rates for CMU Services may be modified pursuant to Applicable Law by CMU. CMU will give ADS written notice of any rate changes thirty (30) days before the rate change goes into effect; provided that any failure by CMU to provide such notice will in no way invalidate or delay any rate change to the extent the rate change was adopted pursuant to Applicable Law. Nothing contained in this *ARTICLE 5* will invalidate, delay or limit in any way any rights that ADS may have under Applicable Law with respect to any rate change by CMU for CMU Services.

(b) Monthly Billing of CMU Services. The obligations of CMU and ADS with respect to billing, payments, disputes, and delinquencies for CMU Services will be governed by the Billing and Payment provisions contained in Table 2 of the Cover Sheet.

(c) Fair, Reasonable, and Non-Discriminatory Rates. If CMU modifies its rate structure or proposes any change in rates to ADS or ADS's customer class, CMU will allocate all costs fairly and reasonably on a uniform and non-discriminatory basis to all customers or all customers within the affected customer class based on CMU's costs of providing service to each customer or customer within the customer class.

(d) Measurement of Water Quantity. As part of the CMU Infrastructure, MCEDA will install (or ADS will install pursuant to a CMU Infrastructure Step-In Event) and, pursuant to Section

1.2 or Section 1.3(f), as applicable, CMU will own, operate, calibrate, and maintain one or more water meters to monitor the rate of water flow delivered to ADS at the point of delivery (each a **“CMU Water Meter”**). Each CMU Water Meter will be installed, operated and maintained in compliance with all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. CMU will read each CMU Water Meter once each month to determine the amount of water delivered to the Project within the preceding monthly billing cycle. CMU will periodically test or replace the CMU Water Meters for accuracy according to the manufacturer’s recommendations. Results of such testing will be made available to ADS. Replacements must be coordinated with ADS prior the loss of service from any meter supplying water to ADS’s facilities. ADS may also test any CMU Water Meter at any reasonable time and at ADS's expense. The results of any CMU Water Meter(s) test conducted by ADS will be made available to CMU at no charge. A CMU Water Meter accuracy measurement of 2% or better will be considered within calibration tolerance following the end of each calendar month. Charges for CMU Services will be based on the flow rate through the CMU Water Meter. CMU will grant access and permit ADS to install wireless sensors on each CMU Water Meter, to collect water flow data or water quality data, that do not disrupt or otherwise interfere with the delivery of water by CMU.

(e) **Measurement and Maintenance of Sewer Quantity.** As part of the CMU Infrastructure, MCEDA will install (or ADS will install pursuant to a CMU Infrastructure Step-In Event) and, pursuant to Section 1.2 or Section 1.3(f), as applicable, CMU will own, operate, calibrate, and maintain one or more wastewater meters to monitor the rate of wastewater flow delivered by ADS to CMU at the point of delivery (each a **“CMU Wastewater Meter”**). Each CMU Wastewater Meter will be installed, operated and maintained in compliance with all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. CMU will read each Wastewater Meter once each month to determine the amount of wastewater received from the Project within the preceding monthly billing cycle. CMU will perform calibration per manufacturer specifications of the CMU Wastewater Meters to ensure best accuracy. Results of such testing/calibration and monthly flow reports will be made available to ADS upon request. ADS may also test any CMU Wastewater Meter at any reasonable time and at ADS's expense. The results of any CMU Wastewater Meter(s) test conducted by ADS will be made available to CMU at no charge. A CMU Wastewater Meter accuracy measurement of 10% or better will be considered within calibration tolerance following the end of each calendar month. Charges for CMU Services will be based on the flow rate through each CMU Wastewater Meter. If a CMU Wastewater Meter fails in any way, CMU will estimate the wastewater flow through such CMU Wastewater Meter based on the prior month’s usage or a similar month’s usage from a prior year, whichever is reasonably determined by CMU to be a more accurate estimate. In the event that any wastewater flow has to be estimated, CMU will notify ADS and provide the basis of the decision.

(f) **Failure to Provide CMU Services.** CMU must provide notice to ADS at least ten (10) days in advance, or as soon as reasonably possible in the case of unplanned events or a Force Majeure Event, if CMU Services (other than for Permanent (Reclaimed) Cooling Water) will be interrupted or curtailed for maintenance, repairs, or other purposes. If, for any reason other than a Force Majeure Event, CMU does not provide CMU Services to ADS for more than 24 hours (or in the case of rolling or sequential outages that are each less than 24 hours in duration, any cumulative outage of more than 24 hours over a period of five (5) consecutive days), CMU will provide Substitute Provider Services to ADS. If CMU does not provide Substitute Provider Services,

ADS may provide its own substitute CMU Services and CMU must cooperate to provide access to CMU Infrastructure as needed for ADS to utilize such substitute CMU Services. CMU will have no obligation to provide cooling system water from any reclaimed water supply system owned or operated by MCWA unless and until such reclaimed water is delivered by MCWA to CMU for provision to ADS. CMU will have no obligation to deliver to ADS any CMU Services by the Delivery Date applicable thereto unless and until MCEDA first completes and transfers to CMU pursuant to Section 1.2 (or ADS completes and transfers to CMU pursuant to Section 1.3(f) in the event of a CMU Construction Step-In Event) the CMU Infrastructure necessary for CMU to deliver to ADS such CMU Services.

5.2 MCWA Services.

(a) CMU Payment Obligations. CMU will pay for MCWA Services in accordance with the rates and procedures contained in Exhibit 6. MCWA will give CMU and ADS written notice of any rate change at least thirty (30) days before any rate change permitted by Exhibit 6 goes into effect.

(b) Measurement of Water Quantity. As part of the MCWA Infrastructure, MCEDA will install (or ADS will install pursuant to a MCWA Infrastructure Step-In Event) and, pursuant to Section 2.2 or *ARTICLE 3*, as applicable, and thereafter MCWA will, own, operate, calibrate, and maintain a meter to monitor the rate of flow of Permanent (Reclaimed) Cooling Water delivered to CMU at the point of delivery (each a “**Reclaimed Water Meter**”). Each Reclaimed Water Meter will be installed, operated and maintained in compliance with all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. MCWA will read each Reclaimed Water Meter once each month to determine the amount of water delivered to CMU within the preceding monthly billing cycle. MCWA will periodically test or replace the MCWA Water Meters for accuracy according to the manufacturer’s recommendations. Results of such testing will be made available to ADS. Replacements must be coordinated with ADS prior the loss of service from any meter supplying water to ADS’s facilities. ADS may also test any Reclaimed Water Meter at any reasonable time and at ADS’s expense. The results of any Reclaimed Water Meter(s) test conducted by ADS will be made available to MCWA and CMU at no charge. A Reclaimed Water Meter accuracy measurement of 2% or better will be considered within calibration tolerance following the end of each calendar month. Charges for Permanent (Reclaimed) Cooling Water will be based on the flow rate through each Reclaimed Water Meter. MCWA will grant access and permit CMU to install wireless sensors on each Reclaimed Water Meter, to collect water flow data or water quality data, that do not disrupt or otherwise interfere with the delivery of Permanent (Reclaimed) Cooling Water.

(c) Failure to Provide Services. MCWA will provide notice to CMU and ADS at least ten (10) days in advance, or as soon as reasonably possible in the case of unplanned events or a Force Majeure Event, if MCWA Services will be interrupted or curtailed for maintenance, repairs, or other purposes. MCWA will have no obligation to deliver to CMU any Permanent (Reclaimed) Cooling Water by the Delivery Date applicable thereto unless and until MCEDA first completes and transfers to CMU pursuant to Section 2.2 (or ADS completes and transfers to MCWA pursuant to *ARTICLE 3* in the event of a MCWA Construction Step-In Event) the MCWA Infrastructure necessary for MCWA to deliver to CMU Permanent (Reclaimed) Cooling Water.

5.3 Substitute Provider Services. As specified in this Agreement, CMU may use alternative means to provide ADS with Provider Services (“**Substitute Provider Services**”).

(a) Identifying Substitute Provider Services. Within ninety (90) days of the Effective Date, CMU will submit to ADS a memorandum describing with reasonable specificity (1) the options available to CMU for providing Substitute Provider Services to ADS, (2) how long it would take for CMU to provide ADS with Substitute Provider Services, and (3) the estimated costs associated with providing any applicable Substitute Provider Services to ADS.

(b) Utilizing Substitute Provider Services. If CMU opts to utilize Substitute Provider Services to fulfill its obligations to ADS under this Agreement, CMU will provide written notice to ADS at least two (2) business days before Substitute Provider Services are to commence that describes (1) the expected duration of Substitute Provider Services and (2) a recommendation of the Substitute Provider Service it intends to utilize. ADS may elect to receive any or none of the Substitute Provider Services identified in Section 5.3(a) and will notify CMU in writing of such election and authorize CMU to incur the actual costs necessary to provide such Substitute Provider Services within two (2) business days of CMU’s notice. CMU will notify ADS in writing at least two (2) days before Substitute Provider Services are scheduled to terminate and Provider Services will recommence.

(c) Costs for Substitute Provider Services. Any costs payable or reimbursable by ADS to CMU for Substitute Provider Services will not include any mark-up and will not exceed CMU’s actual and undisputed costs of procuring such Substitute Provider Services. Costs for Substitute Provider Services will be submitted in accordance with the ADS Invoicing and Payment Process.

5.4 CMU and MCWA Baseline Cost Fees.

(a) Baseline Cost Fees. As part of its monthly invoice, ADS will pay monthly Baseline Cost Fees as specified in Exhibit 6, which represent ADS’s *pro rata* share of capital costs to repair, maintain, replace, or improve Infrastructure needed to deliver reclaimed water to the Project.

(b) Reserve Accounts for Baseline Cost Fees. CMU and MCWA will deposit the Baseline Cost Fees paid by ADS into dedicated, interest-bearing reserve accounts established and maintained by CMU and MCWA, respectively.

(c) Use of Baseline Cost Fees. Funds deposited into the reserve accounts established by CMU and MCWA pursuant to Section 5.4(b) will be used exclusively for the repair, maintenance, replacement, or capital improvement of the reclaimed water Infrastructure serving the Project. CMU and MCWA will not use any portion of these funds for general operations, administrative costs, or unrelated capital projects.

(d) Accounting for Reserve Accounts for Baseline Cost Fees. CMU and MCWA will each provide ADS with annual statements for their respective Baseline Cost Fee reserve accounts no later than March 31 of each year, detailing: (i) the beginning balance of each Baseline Cost Fee reserve account; (ii) all deposits and withdrawals from each Baseline Cost Fee reserve account; (iii) interest earned by each Baseline Cost Fee reserve account; and (iv) a description of any expenditures that CMU or MCWA made from their respective Baseline Cost Fee reserve accounts during the prior calendar year.

(e) **ADS Audit Rights.** ADS will have the right, upon thirty (30) days written notice and not more than once annually, to review and audit the records of the CMU and MCWA reserve accounts required under Section 5.4. Any such review will be conducted during normal business hours and at ADS's expense.

ARTICLE 6 – FORCE MAJEURE EVENT & CHANGE IN LAW

6.1 Force Majeure Event. A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party; (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence; and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each a “**Force Majeure Event**”). Subject to the requirements of the preceding sentence, Force Majeure Events may include, but are not limited to: acts of God; sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics or pandemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); unknown equipment defects; interruptions to transportation; or an unforeseeable mechanical or equipment breakdown (a “**Breakdown**”), but only to the extent such Breakdown was not caused by the City's negligence, misconduct, or noncompliance with Good Utility Practice or Applicable Law.

6.2 Under no circumstances will the following events constitute a Force Majeure Event: (a) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (b) changes in economic or market conditions that affect the costs or benefits of a Party's performance or availability of funds to make payments due; (c) known equipment defects; (d) any delay in providing, or cancellation of, any permits or approvals by the issuing Governmental Authority unless resulting from an underlying Force Majeure Event; or (e) any interruption or curtailment of Provider Services that could have been avoided or mitigated by Good Utility Practice.

6.3 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Parties in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all commercially reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Parties.

6.4 Change in Law. If changes to any Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 7 – WARRANTIES AND COVENANTS

7.1 Confidential Information. The Parties' disclosures and activities in connection with this Agreement and the Project are subject to the Non-Disclosure Agreements indicated in the Cover Sheet (the "**NDAs**"), which will apply to the extent as allowed by Applicable Law.

7.2 Public Announcements. MCEDA, MCWA and CMU will not issue, or authorize a third party or Affiliate thereof to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without ADS's prior written consent, not to be unreasonably withheld (except for such discussions, public meetings and public meeting minutes as required by Applicable Law). Subject to the NDA, ADS may issue public announcements, press releases, and statements related to this Agreement in its sole discretion. MCEDA, MCWA and CMU may disclose information to a third party (a) if such information has already been publicly disclosed by ADS, and MCEDA, MCWA or CMU are directly asked to provide such information by the third party, or (b) as reasonably necessary in connection with completion of the respective obligations on MCEDA, MCWA and CMU under this Agreement, or (c) as otherwise required by Applicable Law.

7.3 Warranty. CMU will provide to ADS the CMU Services with the same degree of fitness for the customer's intended purpose, reliability, quality and certainty that is usually and customarily provided by a utility in the water supply and wastewater industries in Mississippi that is exercising Good Utility Practice. MCWA will provide the MCWA Services with the same degree of fitness for the customer's intended purpose, reliability, quality and certainty that is usually and customarily provided by a utility in the wastewater supply and wastewater industries in Mississippi that is exercising Good Utility Practice.

ARTICLE 8 – DEFAULT AND REMEDIES

8.1 Events of Default. Any of the following actions or inactions by a Party will constitute an "**Event of Default**" if such Party (the "**Defaulting Party**"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for thirty (30) days after written notice from the other Party ("**Non-Defaulting Party**"), excluding any delay caused by a Force Majeure Event, any Funding Delay or, solely with respect to MCEDA, any Delivery Delay; provided, however, that if the default is not reasonably susceptible of cure within such 30-day period, a Party will have an additional period, not to exceed ninety (90) days to cure such default so long as such Party commences such cure within the initial 30-day period and thereafter diligently pursues such cure; or

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within thirty (30) days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of

all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi), inclusive, of this Section 8.1(b); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

In addition to the actions or inactions identified by Sections 8.1(a) and 8.1(b), the following are also individually Events of Default:

(c) **Failure by CMU to Provide CMU Services.** CMU fails to provide CMU Services pursuant to this Agreement by the respective Delivery Date applicable thereto, unless deemed impossible or as extended upon the occurrence of, and for the duration of, a Force Majeure Event; and

(d) **Failure by MCWA to Provide MCWA Services.** MCWA fails to provide MCWA Services pursuant to this Agreement the respective Delivery Date applicable thereto, unless deemed impossible or as extended upon the occurrence of, and for the duration of, a Force Majeure Event.

8.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may:

(a) Suspend performance of its obligations under this Agreement; and

(b) Receive from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default.

8.3 Limitation of Damages. To the extent permitted by Applicable Law, damages payable under this Agreement for an Event of Default will be limited to direct Damages, and no Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages, including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement.

8.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed by the waiving Party.

ARTICLE 9 – MISCELLANEOUS

9.1 Notices. Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Each Party may from time to time change its notice address by giving the other Parties notice of the change in accordance with this Section 9.1.

9.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

9.3 Assignment. Except as provided in this Section, no Party may assign this Agreement without the other Parties' prior written consent, which consent will not be unreasonably withheld; provided, however, that ADS may assign this Agreement to an Affiliate of ADS without the consent of any other Party.

9.4 Representations and Warranties. Each Party to this Agreement represents and warrants, as of the Effective Date, that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization or formation; (ii) it has full and complete authority to enter into and perform this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; (iv) the execution, delivery and performance of this Agreement do not violate or conflict with its organizational documents or bylaws or the terms of any contract with a third party or judicial or regulatory order to which it is subject; and (v) it is not bankruptcy or subject to any bankruptcy or insolvency proceeding. Each person who executes this Agreement on behalf of a Party represents and warrants that he/she has full and complete authority to do so and that such Party will be bound thereby.

9.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in state or federal court in Mississippi, as required by Applicable Law. The Parties agree to such venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

9.6 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 suspension, termination, reduction, 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 foregoing, this Section 9.6 will in no way abridge any Party's right to a jury trial, nor will any Party be obligated to comply with this Section 9.6 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.

9.7 Survival. Section 1.5, Section 4.2, *ARTICLE 8*, Section 9.2, and Section 9.4 will survive expiration or termination of this Agreement.

9.8 No Third-Party Beneficiaries. Nothing in this Agreement is intended to provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

9.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. No Party has authority to assume or create obligations of any kind on another's behalf.

9.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules and the NDAs, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

9.11 Taxes. As applicable, each Party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that Party or otherwise required by the transactions governed by this Agreement. CMU, MCWA, or MCEDA, as applicable, may charge and ADS will pay applicable national, state or local sales or use taxes, value added taxes ("**VAT**"), or goods and services taxes ("**GST**") or similar transaction taxes that CMU, MCWA, or MCEDA is legally obligated to pay to governmental authorities (collectively, "**Taxes**"). CMU, MCWA, or MCEDA's original invoice to ADS must state those Taxes separately and meet the requirements for a compliant tax invoice. CMU, MCWA, or MCEDA will submit to ADS a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing and reporting requirements with respect to payments under this Agreement. ADS may withhold payment until CMU, MCWA, or MCEDA provides invoices that comply with this Section. ADS may provide CMU, MCWA, or MCEDA with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, CMU, MCWA, or MCEDA will not charge or collect the Taxes covered by that certificate. ADS may deduct or withhold any Taxes that ADS may be legally obligated to deduct or withhold from any amounts payable to CMU, MCWA, or MCEDA under this Agreement, and payment to CMU, MCWA, or MCEDA as reduced by those deductions or withholdings will constitute full payment and settlement to CMU, MCWA, or MCEDA of amounts payable under this Agreement. CMU, MCWA, or MCEDA, as applicable, will provide ADS with any forms, documents, or certifications as may be required for ADS to satisfy any information reporting or withholding tax obligations, and to establish CMU's, MCWA's, or MCEDA's compliance with applicable tax filing requirements, with respect to any payments under this Agreement.

ARTICLE 10 – SPECIAL PROVISIONS AMONG ONLY THE LOCAL PARTIES

10.1 The Local Parties acknowledge and understand that the construction and installation by MCEDA of the New POTW Facility is expected to result in the creation of an additional 4,000,000 gallons per day (or GPD) of net, new wastewater handling and treatment capacity (the "**New Wastewater Capacity**"), which will be in excess of the currently unused or undeployed wastewater treatment capacity available at the Existing POTW Facility during normal operating conditions thereof available at the Existing

POTW Facility the **“Current Wastewater Capacity”**). For purposes of this ARTICLE 10, references to normal operating conditions means those operating conditions other than during or promptly following heavy rains, storms or other inclement weather when, due to wastewater treatment system incursions and other factors, additional wastewater treatment capacity must be utilized by MCWA.

10.2 MCWA hereby agrees that the New Wastewater Capacity will only be allocated and deployed for use by users at the express direction of the County acting through its Board of Supervisors (the **“County Board”**); provided, however, that the County hereby agrees as follows:

(a) Without any prior approval or consent of the County, MCWA may divert or reallocate or cause to be diverted or reallocated a portion of wastewater volumes that would otherwise flow to the Existing POTW Facility to the New POTW Facility; provided that (1) MCWA will not divert or reallocate or cause to be diverted or reallocated any wastewater volumes that would otherwise flow to the Existing POTW Facility to the New POTW Facility if such diversion or reallocation would reduce the volumes per day of Permanent (Reclaimed) Cooling Water to be delivered from the Beattie’s Bluff POTW Facilities to CMU in accordance with this Agreement (and thereafter from CMU to ADS) to be used by ADS for its cooling water processes; and (2) notwithstanding any such diversion or reallocation made or caused to be made by MCWA in accordance with this subsection.

(b) If any wastewater is diverted or reallocated from the Existing POTW Facility to the New POTW Facility pursuant to subsection (a) above, the new unused capacity at the Existing POTW Facility resulting from such diversion to the New POTW Facility will become part of the New Wastewater Capacity for purposes of this Agreement notwithstanding the fact that such new unused capacity is located at the Existing POTW Facility. For example, if MCWA redirects 1,000,000 GDP of wastewater from the Existing POTW Facility to the New POTW Facility, the resulting 1,000,000 GDP of unused capacity at the entirety of the Beattie’s Bluff POTW Facilities caused by such diversion or reallocation to the New POTW Facility will be included within the definition of New Wastewater Capacity for purposes of this Agreement notwithstanding the fact that such new 1,000,000 GDP of unused capacity is shifted the Existing POTW Facility).

(c) Without any prior approval or consent of the County, MCWA may allocate and utilize any of the New Wastewater Capacity to the extent such allocation and utilization is solely to new wastewater volumes resulting from organic residential, commercial and industrial growth within MCWA’s service territory. In no event shall MCWA allocate and utilize any of the New Wastewater Capacity to treat any current monthly wastewater volumes that are redirected after the Effective Date by any MCWA customer from another publicly owned treatment works or treatment system to the Beattie’s Bluff POTW Facilities for treatment unless and until the County Board shall first consent to the allocation and utilization for such purposes.

(d) Following the Effective Date, if MCWA elects to, at its own expense, expand any of the MCWA Infrastructure to create additional any future wastewater treatment capacity in excess of the Current Wastewater Capacity and the New Wastewater Capacity, neither MCEDA nor the County will have any right to control, direct, or restrict MCWA’s utilization of any new, incremental wastewater treatment capacity resulting from any such expansion project undertaken by MCWA; provided further, however, that neither MCEDA nor the County shall have any obligation whatsoever to provide any funds for such undertakings by MCWA, including but

not limited to any obligations to make any contributions to any debt incurred by MCWA for such purposes.

10.3 MCWA and the County acknowledge that MCWA, as successor by assignment from CMU, is a party to that certain Agreement for Operations, Maintenance and Management Services, dated November 1, 2018, by and among MCWA and Veolia Water North America – Central, LLC (“Veolia”), pursuant to which Veolia provides operating, maintenance and management services for the Existing POTW Facilities (the “**Existing POTW Operating Agreement**”), which expires on March 31, 2027 unless renewed and extended by mutual agreement of MCWA and Veolia. MCWA hereby agrees that it will not renew or extend the term of the Existing POTW Operating Agreement, nor will MCWA enter into any new agreement for the operation, maintenance and/or management of the Beattie’s Bluff POTW Facilities or any portion thereof via any sole-source contract or single-source contract process; but MCWA shall instead utilize Mississippi’s competitive public bidding or procurement process prescribed by applicable State law or shall otherwise publicly issue a request for proposals concerning the operation, maintenance and/or management of the Beattie’s Bluff POTW Facilities or any portion thereof, which shall be advertised for in the same manner as provided for seeking bids under Section 31-7-13(c), Mississippi Code of 1972, as amended.

10.4 Following completion of the construction and installation of the New POTW Facility, MCWA shall provide to MCEDA and the County with reporting (either as written hardcopies or digital copies) as follows:

(a) on or before February 1 of each calendar year, a report (i) detailing average monthly volumes of all wastewater entering the Beattie’s Bluff POTW Facilities, as measured by MCWA’s existing influent meter for the Beattie’s Bluff POTW Facilities, which is capable of measuring all volumes of wastewater delivered thereto; (ii) detailing how the New Wastewater Capacity was utilized, if applicable, and (iii) a summarizing all wastewater system maintenance, repairs and upgrades performed on the New POTW Facility, in each instance for the six (6) month period ending on December 31 of the preceding calendar year; and

(b) on or before August 1 of each calendar year, a written report including the same information prescribed in subsection (a) immediately prior, in each instance for the six (6) month period ending on June 30 of such calendar year.

ARTICLE 11 – INTERPRETATION AND DEFINITIONS

11.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against any Party. Words, phrases, or expressions not otherwise defined in this Agreement that have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement. Words, phrases, or expressions that do not have well-known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings will have such recognized meanings in this Agreement. The symbol “\$” refers to the United States Dollar.

11.2 Definitions. As used in this Agreement, the following terms will have the meanings set forth below:

(a) “**ADS**” means Amazon Data Services and its Affiliates and their respective directors, officers, employees, agents, representatives, successors, and assigns.

(b) **“ADS Design Change”** has the meaning ascribed to such term in Section 3.1(d).

(c) **“ADS Invoicing and Payment Process”** means, with respect to any costs payable or reimbursable by ADS to MCEDA or CMU in accordance with this Agreement, that unless otherwise expressly prescribed by this Agreement, on or before the 10th day of each month of the Term, MCEDA or CMU, as applicable, will provide ADS with an invoice of the actual and undisputed costs incurred or otherwise payable by MCEDA, CMU, or their respective agents, as applicable, during the preceding month and any amount(s) in arrears. Each such invoice must include sufficient documentation reasonably acceptable to ADS showing the actual costs and expenses incurred or otherwise paid or payable by MCEDA or CMU for which payment or reimbursement by ADS is required under this Agreement. ADS will pay all actual and undisputed amounts to MCEDA or CMU, as applicable, or as directed by MCEDA or CMU, as applicable, to the applicable contactor, vendor or service provider, within thirty (30) days of receipt of the corresponding invoice for such amounts.

(d) **“ADS Termination Date”** has the meaning ascribed to such term in Section 4.2(a).

(e) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

(f) **“Agreement”** has the meaning ascribed to such term on the Cover Sheet.

(g) **“Applicable Law”** means, to the extent applicable to a Party or its activities under this Agreement, all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(h) **“Baseline Cost Fee”** has the meaning ascribed to such term in Section 5.4.

(i) **“Beattie’s Bluff POTW Facilities”** means the Existing POTW Facility, together with the New POTW Facility upon completion thereof.

(j) **“Breakdown”** has the meaning ascribed to such term in Section 6.1.

(k) **“CMU”** has the meaning ascribed to such term on the Cover Sheet.

(l) **“CMU Construction Step-In Event”** has the meaning ascribed to such term in Section 1.3(a).

(m) **“CMU Infrastructure”** means the MCEDA-Funded CMU Infrastructure and the Company-Funded CMU Infrastructure.

(n) **“CMU Infrastructure Design Specifications** means those CMU Infrastructure components and design specifications set forth in Exhibit 1 and Exhibit 2.

(o) **“CMU Latecomer Connection Charge”** has the meaning ascribed to such term in Section 1.5.

(p) **“CMU Latecomer Connection Charge Methodology”** means the following calculation:

$$\text{CMU Latecomer Connection Charge (\$USD)} = (\text{Latecomer Capacity} / \text{Total Capacity}) * \text{Company-Provided CMU Infrastructure Funds}$$

Where:

Latecomer Capacity is the capacity of a Provider Service requested by a Latecomer.

Total Capacity is the total capacity of the applicable Infrastructure.

(q) **“CMU Monthly Report”** has the meaning ascribed to such term in Section 1.1(e).

(r) **“CMU Recovery Plan”** has the meaning ascribed to such term in Section 1.3(a).

(s) **“CMU Services”** means the water and wastewater services meeting the Service Specifications set forth in Exhibit 7 and Exhibit 8.

(t) **“CMU Wastewater and Sewer System”** means a wastewater and sewer system owned and operated by CMU to receive and convey wastewater and sewage from its point or points of origin to a point or points of treatment and disposal for residents and business that are customers of CMU.

(u) **“CMU Wastewater Meter”** has the meaning ascribed to such term in Section 5.1(e).

(v) **“CMU Water Meter”** has the meaning ascribed to such term in Section 5.1(d).

(w) **“Company”** means ADS.

(x) **“Company-Funded CMU Infrastructure”** means those water and wastewater system improvements and facilities described on Exhibit 2.

(y) **“Company-Funded CMU Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 3.2(a).

(z) **“Company-Funded MCWA Infrastructure”** means those water and wastewater system improvements and facilities described on Exhibit 4.

(aa) **“Company-Funded MCWA Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 3.3(a).

(bb) “Company-Provided CMU Infrastructure Funds” has the meaning ascribed to such term in Section 3.2(a).

(cc) “Company-Provided MCWA Infrastructure Funds” has the meaning ascribed to such term in Section 3.3(a).

(dd) “County” has the meaning ascribed to such term on the Cover Sheet.

(ee) “County Board” has the meaning ascribed to such term in Section 10.2.

(ff) “Current Wastewater Capacity” has the meaning ascribed to such term in Section 10.2(c).

(gg) “Damages” means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees to the extent recoverable under Applicable Law).

(hh) “Defaulting Party” has the meaning ascribed to such term in Section 8.1.

(ii) “Delivery Date” means, (i) with respect to any CMU Infrastructure the date that a CMU Service can be provided by CMU utilizing such CMU Infrastructure in accordance with this Agreement, or (ii) with respect to any MCWA Infrastructure, the date that MCWA Services can be provided by MCWA utilizing such MCWA Infrastructure in accordance with this Agreement.

(jj) “Delivery Delay” means (i) any delay by MCEDA in completing and transferring to CMU any CMU Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 1.2, which is necessary for CMU to deliver to ADS any CMU Services that are reliant on such CMU Infrastructure, (ii) any delay by ADS in completing and transferring to CMU any CMU Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 1.3(f) (*i.e.*, in the event of a CMU Construction Step-In Event), which is necessary for CMU to deliver to ADS any CMU Services that are reliant on such CMU Infrastructure; (iii) any delay by MCEDA in completing and transferring to MCWA any MCWA Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 2.2, which is necessary for MCWA to deliver to CMU any MCWA Services that are reliant on such MCWA Infrastructure, and (iv) any delay by ADS in completing and transferring to MCWA any MCWA Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 1.3(f) (*i.e.*, in the event of a MCWA Construction Step-In Event), which is necessary for MCWA to deliver to CMU any MCWA Services that are reliant on such MCWA Infrastructure

(kk) “Dispute” has the meaning ascribed to such term in Section 9.6.

(ll) “Effective Date” has the meaning ascribed to such term on the Cover Sheet.

(mm) “Event of Default” has the meaning ascribed to such term in Section 8.1.

(nn) “Existing POTW Facility” means the existing 8,000,000 gpd publicly owned (wastewater) treatment works located at 461 Mt Elam Rd, Canton, MS 39046, which is commonly known as the “Beattie’s Bluff POTW Facility, and which is owned and operated or caused to be operated by MCWA.

(oo) **“Existing POTW Operating Agreement”** has the meaning ascribed to such term in Section 10.3.

(pp) **“FAA”** means the Federal Aviation Administration.

(qq) **“Force Majeure Event”** has the meaning ascribed to such term in Section 6.1.

(rr) **“Funding Delay”** means either (i) any failure or delay by the MMEIA to timely provide any Local Public Infrastructure Funds to MCEDA to the extent it delays or forestalls MCEDA’s ability to perform its obligations under this Agreement with respect to any MCEDA-Funded CMU Infrastructure and/or MCEDA-Funded MCWA Infrastructure, or (ii) any failure or delay by the Company to timely provide Company-Provided CMU Infrastructure Funds or Company-Provided MCWA Infrastructure Funds to MCEDA to the extent it delays or forestalls the ability of MCEDA, CMU, or MCWA to perform their respective obligations under this Agreement with respect to any Company-Funded CMU Infrastructure and/or Company-Funded MCWA Infrastructure.

(ss) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry in Mississippi during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.

(tt) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.

(uu) **“GST”** has the meaning ascribed to such term in Section 9.11.

(vv) **“Infrastructure”** means, collectively, the CMU Infrastructure and the MCWA Infrastructure.

(ww) **“Infrastructure Design Specifications”** means the CMU Infrastructure Design Specifications and the MCWA Infrastructure Design Specifications.

(xx) **“Initial Term”** has the meaning ascribed to such term in Section 4.1(a).

(yy) **“Latecomer”** has the meaning ascribed to such term in Section 1.5.

(zz) **“Local Parties”** means only CMU, MCWA, MCEDA, and the County.

(aaa) **“Local Public Infrastructure Funds”** means up to \$215,109,096 to be provided by the MMEIA pursuant to, and as more particularly defined, in the PCA.

(bbb) **“MCEDA”** has the meaning ascribed to such term on the Cover Sheet.

(ccc) **“MCEDA-Funded CMU Infrastructure”** means those water and wastewater system improvements and facilities described on Exhibit 1.

(ddd) **“MCEDA-Funded Infrastructure”** has the meaning ascribed to such term in Section 3.1(a).

(eee) **“MCEDA-Funded Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 3.1(a).

(fff) **“MCEDA-Funded MCWA Infrastructure”** means those water and wastewater system improvements and facilities described on Exhibit 3.

(ggg) **“MCWA”** has the meaning ascribed to such term on the Cover Sheet.

(hhh) **“MCWA Construction Step-In Event”** has the meaning ascribed to such term in Section 2.3(a).

(iii) **“MCWA Infrastructure”** means the facilities that MCEDA will provide to be ultimately owned by MCWA, as set forth in Exhibit 3 and Exhibit 4.

(jjj) **“MCWA Infrastructure Design Specifications”** means those MCWA Infrastructure components and design specifications set forth in Exhibit 3 and Exhibit 4.

(kkk) **“MCWA Monthly Report”** has the meaning ascribed to such term in Section 2.1(e).

(III) **“MCWA Recovery Plan”** has the meaning ascribed to such term in Section 2.3(a).

(mmm) **“MCWA Services”** means the wastewater services, including but not limited to providing Permanent (Reclaimed) Cooling Water to CMU, meeting the Service Specifications set forth in Exhibit 7, requiring sufficient water volume rates and pressure at the point of transfer to CMU, to meet ADS Exhibit 7 conditions at the point of transfer to ADS.

(nnn) **“MCWA Wastewater and Sewer System”** means the wastewater and sewer system owned and operated or caused to be operated by MCWA to receive and convey wastewater and sewage from its point or points of origin to a point or points of treatment and disposal for customers of MCWA, or otherwise for treatment for Permanent (Reclaimed) Cooling Water purposes.

(ooo) **“MDEQ”** means the Mississippi Department of Environmental Quality.

(ppp) **“MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities”** means the regulatory guidance for the design of publicly owned wastewater facilities issued by the Mississippi Department of Environmental Quality, available at: <https://www.mdeq.ms.gov/about-mdeq/grants-loans-and-trust-funds-available-through-mdeq/guidance-for-the-design-of-publicly-owned-wastewater-facilities/>, as amended from time to time.

(qqq) **“MMEIA”** means the Mississippi Major Economic Impact Authority.

(rrr) **“Monthly Reports”** means the CMY Monthly Reports and the MCWA Monthly reports provided in the form prescribed by Exhibit 5.

(sss) **“MSDH Minimum Design Criteria For Mississippi Public Water Systems”** means the minimum design criteria for the Mississippi public water systems promulgated by the Mississippi State Department of Health, Bureau of Public Water Supply, available at: https://msdh.ms.gov/msdhsite/_static/resources/1583.pdf, as amended from time to time.

(ttt) **“NDA”** has the meaning ascribed to such term in Section 7.1.

(uuu) **“New POTW Facility”** has the meaning ascribed to such term in Exhibit 3.

(vvv) **“New Wastewater Capacity”** has the meaning ascribed to such term in Section 10.1.

(www) **“Non-Defaulting Party”** has the meaning ascribed to such term in Section 8.1(a).

(xxx) **“Party”** and **“Parties”** have the respective meanings ascribed to such terms on the Cover Sheet.

(yyy) **“PCA”** means that certain Project Cooperation Agreement, dated as of January 31, 2024, by and among ADS, the State, the MMEIA and certain other governmental entities, pursuant to which, among other things, the State, acting through MMEIA, agreed to provide a portion of the Local Public Infrastructure Funds to fund the construction and installation of the Infrastructure in accordance with Infrastructure Design Specifications.

(zzz) **“Potable Water System”** means a potable water supply system owned and operated by CMU to provide potable water to residents and businesses that are customers of the CMU.

(aaaa) **“Project”** has the meaning ascribed to such term on the Cover Sheet.

(bbbb) **“Project Site”** means those parcels of real property described as Exhibit 9.

(cccc) **“Provider”** has the meaning ascribed to such term on the Cover Sheet.

(dddd) **“Provider Services”** means the water and wastewater services meeting the Service Specifications set forth in Exhibit 7 and Exhibit 8.

(eeee) **“Reclaimed Water Meter”** has the meaning ascribed to such term in Section 5.2(b).

(ffff) **“Renewal Term”** has the meaning ascribed to such term in Section 4.1(b).

(gggg) **“Service Specifications”** means those service specifications and requirements for all CMU Services, as well Permanent (Reclaimed) Cooling Water provided by MCWA to CMU for resale to ADS, set forth in an ADS Service Specifications Schedule, which will be separately submitted to and approved by CMU and MCWA contemporaneously with their respective approvals of this Agreement; provided that such ADS Service Specifications Schedule contains

trade secrets and/or confidential commercial information of ADS and will not be subject to inspection, examination, copying or reproduction under Section 25-61-1 *et seq.* of the Mississippi of 1972, as amended (also known as the Mississippi Public Records Act of 1983) until notice to ADS has been given.

(hhhh) **“Substitute Provider Services”** has the meaning ascribed to such term in Section 5.3.

(iiii) **“Taxes”** has the meaning ascribed to such term in Section 9.11.

(jjjj) **“Term”** has the meaning ascribed to such term in Section 4.1(b).

(kkkk) **“VAT”** has the meaning ascribed to such term in Section 9.11.

(llll) **“Water System”** means a potable water supply system owned and operated by the Provider to provide potable water to residents and businesses that are customers of the Provider.

EXHIBIT 1 – MCEDA-FUNDED CMU INFRASTRUCTURE

The MCEDA-Funded CMU Infrastructure will include:

- Construction of a new sewer pump station on the Madison Mega Site to assist in the delivery of wastewater.
- Construction of a new water well on the Madison Mega Site or another more desirable location if necessary (*i.e.*, if water or depth of water is unsuitable via a well on the Madison Mega Site), as well as potable Water System improvements necessary to provide redundant potable water service capacity to the Project commensurate with the volumes of potable water to be provided by CMU in accordance with Exhibit 7.
- Construction of a reclaimed (treated) wastewater return line from New POTW Facility (at property boundary thereof) to the reverse osmosis (RO) and ultrafiltration (UF) facility to be constructed and installed, or caused to be constructed and installed thereon, by ADS Madison Mega Site to provide reclaimed (treated) wastewater to the Project for, among other things, use by ADS in its air cooling systems.
- Construction of a new wastewater collection pipeline from the ADS Site to CMU's HCR Canton North Lagoon, located south of Heindl Road, West of I-55, and east of Old Yazoo City Road. This pipe will be used to collect wastewater from the ADS site for discharge (and treatment) in CMU's HCR Canton North Lagoon.

EXHIBIT 2 – COMPANY-FUNDED CMU INFRASTRUCTURE

Item 1: Mega Site additional Sewer Pump: \$1.74 million (includes 15% Contingency). This is the cost associated with the additional redundancy tied to the lift station.

- Pumps and Electrical Equipment : Completion Date April 15, 2025

EXHIBIT 3 – MCEDA-FUNDED MCWA INFRASTRUCTURE

1. Construction and installation of a new 4,000,000 gpd publicly owned (wastewater) treatment works (the **“New POTW Facility”**) will be constructed and installed on either (a) a portion of the parcel(s) of land on which the Existing POTW Facility is situated; or (b) a parcel of land immediately adjacent to the Existing POTW Facility. Construction completion of such portion of the New POTW Facility is estimated to require at least thirty-two (32) months from the date such construction work commences.
2. The following improvements or repairs to the Existing POTW Facility:
 - (a) Replacement of screen and grit equipment in existing treatment train;
 - (b) Addition of a second screen and grit train including concrete structure and equipment;
 - (c) Replacement of aeration equipment in both aeration basins;
 - (d) Replacement of all four clarifier drives;
 - (e) Upgrades to two small onsite pump stations;
 - (f) Clean out of piping between the splitter box and aeration basin for each treatment train;
 - (g) Clean out of piping between the aeration basin and clarifiers for each treatment train;
 - (h) Addition of anaerobic basin with mixing system and new RAS pump station for both existing treatment train;
 - (i) Addition of a transfer pump station to transport effluent from the Existing POTW Facility New POTW Facility cloth media filters; and
 - (j) Removal of biosolids from sludge lagoons.

EXHIBIT 4 – COMPANY-FUNDED MCWA INFRASTRUCTURE

BEATTIE'S BLUFF POTW FACILITIES IMPROVEMENTS

Item 1: Facility Expansion Items: \$4.83 million (Includes 15% Contingency)

Cloth Media Filters, filter influent box, concrete slab and retaining walls, filter effluent box, electrical, and instrumentation – cloth media filter to remove suspended solids in the WWTF's effluent – Two 5 MGD filters to meet peak demand
Chlorine, Ammonia, and Sulfur Dioxide Feed Systems with building

Complete Facility Operational Date: June 29, 2027

Intermediate Structure Construction Completion Dates:

- Cloth Media Filters: January 14, 2027
- Chemical Systems: November 9, 2026

EXHIBIT 5 – FORM OF MONTHLY REPORT

MCEDA will prepare a written report each month on its progress relative to the development and construction of the Infrastructure. The report must be uploaded as a single Adobe Acrobat file to a WorkDocs link (or similar online portal) as directed by ADS by no later than the fifth (5th) Business Day after each month, or as otherwise directed by ADS in writing.

Each Monthly Report must include the following items:

1. Cover page.
2. Brief Project description.
3. Site plan showing progress in easement acquisition and construction progress.
4. Description of any planned changes to the Project.
5. Bar chart schedule showing critical path schedule of major items and activities.
6. PERT or GANT chart showing critical path schedule of major items and activities.
7. Summary of activities during the previous month.
8. Forecast of activities scheduled for the current month.
9. Written description about the progress relative to MCEDA's schedule.
10. List of issues that could potentially impact MCEDA's schedule.
11. Enumeration and schedule of any support or actions requested of ADS.
12. Progress and schedule of all agreements, contracts, permits, approvals, land rights acquisitions, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
13. A status report of start-up activities including a forecast of activities ongoing and after start-up.
14. Pictures, in sufficient quantity and of appropriate detail, to document construction and startup progress of the Provider Service.
15. A tracker showing spending and remaining budget.

EXHIBIT 6 – RATES AND TERMS FOR PERMANENT TERTIARY TREATED WASTEWATER (FOR COOLING) SERVICE

The calculation of the service rates for Permanent Tertiary Treated Wastewater (for Cooling) service are based on the repair and replacement (“R&R”) costs for the reclaim system infrastructure dedicated to the Project. The infrastructure described in the table below will deliver tertiary wastewater effluent from the Beattie’s Bluff Wastewater Treatment Facility (“BBWWTF”) to a point just upstream of a reclaimed water treatment facility. MCWA’s infrastructure boundary is at a point just outside of the BBWWTF, at the intersection of the entry to BBWWTF and Mt. Elam Rd. CMU’s infrastructure starts at this point (*i.e.*, the intersection of BBWWTF entry and Mt. Elam Rd.) to the point of delivery to ADS. The point of delivery to ADS is a water meter to be located off the south side of Virilia Rd., west of Carlton Rd., east of Stokes Rd., and outside (north) of the security fencing for the Project.

The annual baseline costs for MCWA and CMU are presented separately. Since these costs are based on construction cost estimates, the rates in the table below are indicative and will be revised based on actual and undisputed construction costs upon completion of the Infrastructure.

ANNUAL MCWA COSTS (FEE TO CMU)

ANNUAL BASELINE AND O&M COSTS FOR MCWA

FACILITY	CONFIGURATION	CONST COST	SERV LIFE YEARS	BASELINE COSTS	BASELINE POWER COST	BASELINE CHEMICAL COST	BASELINE LABOR COST		KWH PER 1000000 GALS	VARIABLE COSTS		
				ANNUAL REPLACEMENT COST						POWER COST PER MG	CHEM COST PER MG	
<u>Treated Water Pump Station</u>												
Concrete		\$ 280,000	80	\$ 3,500								
Pumps and Controls		\$ 1,600,000	15	\$ 106,667								
Piping & Misc Metals		\$ 320,000	50	\$ 6,400								
Pump HP	4X100				\$ -		\$ 23,400		850	\$ 111		
SCADA Communications		\$ 25,000	10	\$ 2,500								
Chloramine System		\$ 75,000	10	\$ 7,500			\$ 15,600				\$ 146	
<u>Disc Filter System</u>												
Concrete		\$ 842,000	80	\$ 10,525								
Stainless Tanks		\$ 200,000	100	\$ 2,000								
Disc Filters, Drives and Pumps		\$ 950,000	15	\$ 63,333								
Piping & Misc. Metals		\$ 320,000	50	\$ 6,400								
Chemical Feed System		\$ 450,000	17	\$ 26,471								
Filter Media		\$ 50,000	6	\$ 8,333								
Baseline Operations	10 HP				\$ 1,100	\$ 133,179	\$ 39,000					
<u>Treated Water Main 10500 LF</u>		\$ 3,737,600	100	\$ 37,376			\$ 3,000					
-								SUM OF				SUM OF
								ANNUAL				VARIABLE
								BASELINE COSTS				COSTS/MG

SUMMARY		\$ 9,659,600		\$ 281,005	\$ 1,100	\$ 133,179	\$ 81,000	\$ 496,284		\$ 111	\$ 146	\$ 256
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OTHER COSTS (9%):								\$ 44,666
(INSURANCE)								
(PROFESSIONAL SERVICES)								
ANNUAL MCWA BASELINE COST FEE (PAID IN EQUAL MONTHLY COSTS)								\$ 540,950

ANNUAL CMU COSTS

ANNUAL BASELINE AND O&M COSTS FOR CMU

DRAFT RATE STRUCTURE FOR PERMANENT TERTIARY TREATED WASTEWATER (FOR COOLING) SERVICE FROM CMU TO ADS				
OPTION 1 - BASE COSTS COVERED BY MONTHLY BASE FEE, PLUS USAGE RATE FOR VARIABLE COSTS				
Client projection of total annual usage, MG:	173			
<u>Costs directly related to volume used</u>				
Assumed Electricity Cost (\$/kwh)	\$ -			
Current Chlorine cost (\$/lb)	\$ -			
Power costs per MG pumped	\$ -			
Chlorine cost per MG pumped	\$ -			
Subtotal unit cost for power and CL per MG	\$ -			
<u>Other annual operating costs</u>				
Right of Way Maintenance	\$ 35,000			
Direct Labor Cost	\$ 68,000			
Repairs & Maintenance	\$ 62,000			
Materials & Supplies	\$ 8,500			
Utilities	\$ 12,000			
Subtotal annual O&M costs	\$ 185,500			
<u>Depreciation costs</u>				
(2) Flow Meter Equipment \$50,000 with 10 year life	\$ 5,000			
SCADA Equipment \$25,000 with 10 year life	\$ 2,500			
Pipeline value of \$21.5 MM with 60 year life	\$ 440,000			
Subtotal annual Baseline Costs	\$ 447,500			
Based upon volume pumped per year (MG):	120	150	175	173
Power and chlorine cost	\$ -	\$ -	\$ -	\$ -
Annual O&M, (PAID IN EQUAL MONTHLY COSTS)	\$ 185,500	\$ 185,500	\$ 185,500	\$ 185,500

Depreciation	\$	447,500	\$	447,500	\$	447,500	\$	447,500
Rate Option #1	\$	5.28	\$	4.52	\$	3.96	\$	3.66
Rate Option #2 (Capacity Charge)	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	35,000.00
Rate Option #2 (Usage Charge)	\$	1.78	\$	1.52	\$	1.33	\$	1.23

ANNUAL COMBINED COSTS (BILLED BY CMU TO ADS)

DRAFT COMBINED RATE STRUCTURE FOR PERMANENT TERTIARY TREATED WASTEWATER SERVICE FROM MCWA AND CMU

ANNUAL MILLIONS OF GALLONS DELIVERED	1277	1095	730	365	182.5	175	150	120
MCWA BASELINE ANNUAL COSTS	\$540,950	\$540,950	\$540,950	\$540,950	\$540,950	\$540,950	\$540,950	\$540,950
CMU BASELINE ANNUAL COSTS	\$447,550	\$447,550	\$447,550	\$447,550	\$447,550	\$447,550	\$447,550	\$447,550
TOTAL ANNUAL BASELINE COSTS (PAID IN EQUAL MONTHLY PAYMENTS)	\$988,550	\$988,550	\$988,550	\$988,550	\$988,550	\$988,550	\$988,550	\$988,550
ANNUAL O&M COSTS (MCWA)	\$326,912	\$280,320	\$186,880	\$93,440	\$46,720	\$44,800	\$38,400	\$30,720
ANNUAL O&M COSTS (CMU)	\$185,500	\$185,500	\$185,500	\$185,500	\$185,500	\$185,500	\$185,500	\$185,500
TOTAL ANNUAL O&M COSTS	\$512,412	\$465,820	\$372,380	\$278,940	\$232,220	\$230,300	\$223,900	\$216,220
ESTIMATED TOTAL ANNUAL COSTS (PAID THROUGH MONTHLY PAYMENTS)	\$1,500,962	\$1,454,370	\$1,360,930	\$1,267,490	\$1,220,770	\$1,218,850	\$1,212,450	\$1,204,770

EXHIBIT 7 –
ADS SERVICE SPECIFICATIONS SCHEDULE – VOLUME, PRESSURE, DELIVERY DATES

EXEMPT FROM PUBLIC DISCLOSURE

**THIS SCHEDULE CONTAINS TRADE SECRETS AND/OR CONFIDENTIAL COMMERCIAL
INFORMATION OF AMAZON DATA SERVICES, INC.**

This Schedule contains trade secrets and/or confidential commercial information of ADS and is not subject to inspection, examination, copying or reproduction under the Mississippi Public Records Act of 1983, as amended, until written notice to ADS has been given, but this Schedule will be released no later than twenty-one (21) days from the date that ADS is given written notice by the public body that received the disclosure request unless ADS has filed in Chancery Court a petition seeking a protective order on or before the expiration of the twenty-one (21) day time period. Any party seeking such a protective order must give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure.

SCHEDULE REDACTED

**EXHIBIT 8 – ADS SERVICE SPECIFICATIONS SCHEDULE – WATER QUALITY FROM CMU
GROUNDWATER WELLS**

EXEMPT FROM PUBLIC DISCLOSURE

**THIS SCHEDULE CONTAINS TRADE SECRETS AND/OR CONFIDENTIAL COMMERCIAL
INFORMATION OF AMAZON DATA SERVICES, INC.**

SERVICE SPECIFICATIONS FOR GROUNDWATER – The current groundwater quality from three CMU wells is summarized below. The water quality specification is groundwater of a quality in keeping with the table below, such that ADS operations are not significantly impacted. In order to assess potential impacts, CMU, MCEDA, and ADS will coordinate during the construction of new wells, including ADS having access to test well water quality data. If ADS assesses that a new well may impact operations, ADS and CMU will collaborate to identify mitigation strategies acceptable for both Parties.

SCHEDULE REDACTED

EXHIBIT 9 – PROJECT SITE DESCRIPTION

The Land referred to herein below is situated in the County of **Madison**, State of **Mississippi**, and is described as follows:

PROPERTY 1 - MCEDA

TRACT 1 – PARCEL 1: [Source of Title: Book 3935, Page 603]

A parcel of land **containing 166.08 acres, more or less**, lying and being situated in Section 28 and Section 29, T9N-R2E, Madison County, Mississippi, being a part of the Walker Lands II, LLC property as described in Deed Book 3385 at Page 454 of the Records of the Office of the Chancery Clerk of said Madison County at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of Section 29, T9N-R2E, Madison County, Mississippi; run thence East along the Southerly boundary of the SW 1/4 of said Section 29, T9N-R2E, for a distance of 2,667.77 feet to the SE corner, thereof, said point also lying at the SW corner of a parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same"; thence continue East along the Southerly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" for a distance of 1,069.89 feet to the SE corner, thereof, said point also being and lying at the SW corner of Parcel 2 of the above referenced Walker Lands II, LLC property; thence North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 494.94 feet; thence continue North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same", the Easterly boundary of a parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 2702.87 feet to an iron pin lying at the NW corner of Parcel 1 of the Madison County Economic Development Authority property as described in Deed Book 3706 at Page 976 of the Records of said Madison County, Mississippi and POINT OF BEGINNING of the herein described property; thence leaving the Easterly boundary of a said parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, run East along the Northerly boundary of Parcel 1 of said Madison County Economic Development Authority property for a distance of 1856.41 feet to an iron pin at the SW corner of Parcel No. 1 of the Madison County Economic Development Authority property as described in Deed Book 3887 at Page 268 of the Records of said Madison County, Mississippi; thence leaving the Northerly boundary of Parcel 1 of said Madison County Economic Development Authority property (Deed Book 3706 at Page 976) run North 00 degrees 00 minutes 04 seconds East (North 00 degrees 07 minutes 16 seconds West -Grid Bearing, State Plane, Mississippi West Zone) along the Westerly boundary of Parcel No. 1 of said Madison County Economic Development Authority property (Deed Book 3887 at Page 268) for a distance of 679.15 (679.12-GRID) feet to an iron pin at the NW corner, thereof; thence South 89 degrees 59 minutes 56 seconds East (North 89 degrees 52 minutes 44 seconds East-Grid Bearing, State Plane, Mississippi West Zone) along the Northerly boundary of Parcel No. 1 of said Madison County Economic Development Authority property (Deed Book 3887 at Page 268) for a distance of 1705.08 (1705.00-GRID) feet to an iron pin at the NE corner, thereof; thence South 00 degrees 00 minutes 04 seconds West (South 00 degrees 07 minutes 16 seconds East-Grid Bearing, State Plane, Mississippi West Zone) along the Easterly boundary of Parcel No. 1 of said Madison County Economic Development Authority property (Deed Book 3887 at Page 268) for a distance of 679.11 feet to an iron pin lying on the Northerly boundary of Parcel 1 of the above referenced Madison County Economic Development Authority property (Deed Book 3706 at Page 976); thence leaving the Easterly boundary of Parcel No. 1 of said Madison County Economic Development Authority property (Deed Book 3887 at Page 268) run East along the Northerly boundary of Parcel 1 of said Madison County Economic Development Authority property (Deed Book 3706 at Page 976), for a distance of 693.68 feet to an iron pin at the NE corner, thereof, said point also lying on the Easterly boundary of the NW 1/4 of Section 28, T9N-R2E; thence North along the Easterly boundary of the NW 1/4 of said Section 28, T9N-R2E, for a distance of 2081.47 feet to an iron pin lying at the NE corner, thereof; thence West along the Northerly boundary of the NW 1/4 of said Section 28, T9N-R2E, for a distance of 1,328.64 feet to an iron pin lying at the NE corner of a tract of land described as "21 feet on the North end of the West 1/2 of the NW 1/4 of

said Section 28, T9N-R2E"; thence leaving the Northerly boundary of the NW 1/4 of said Section 28, T9N-R2E, run South along the Easterly boundary of said tract of land described as "21 feet on the North end of the West 1/2 of the NW 1/4 of said Section 28, T9N-R2E", for a distance of 21.00 feet to an iron pin at the SE corner, thereof; thence West along the Southerly boundary of said tract of land described as "21 feet on the North end of the West 1/2 of the NW 1/4 of said Section 28, T9N-R2E" for a distance of 1,328.64 feet to an iron pin at the SW corner, thereof; thence North along the Westerly boundary of said tract of land described as "21 feet on the North end of the West 1/2 of the NW 1/4 of said Section 28, T9N-R2E" for a distance of 21.00 feet to an iron pin at the NW corner, thereof, said point also lying at the NE corner of the NE 1/4 of Section 29, T9N-R2E; thence West along the Northerly boundary of the NE 1/4 of said Section 29, T9N-R2E, for a distance of 1,123.89 feet to an iron pin lying on the Westerly boundary of Parcel 2 of the above referenced Walker Lands II, LLC property as described in Deed Book 3385 at Page 454 of the Records of said Madison County, Mississippi; thence leaving the Northerly boundary of the NE 1/4 of said Section 29, T9N-R2E, run along the Westerly boundary of said Parcel 2 to iron pins at each of the following calls; South for a distance of 419.28 feet; thence West for a distance of 210.00 feet; thence South for a distance of 900.00 feet; thence leaving the Westerly boundary of said Parcel 2, continue South for a distance of 0.54 feet, more or less, to an iron pin lying at the NE corner of the SW 1/4 of the NE 1/4 of Section 29, T9N-R2E; thence West along the Northerly boundary of the SW 1/4 of the NE 1/4 of said Section 29, T9N-R2E, for a distance of 264.00 feet to an iron pin lying on the Westerly boundary of said Parcel 2; thence leaving the Northerly boundary of the SW 1/4 of the NE 1/4 of said Section 29, T9N-R2E, run South for a distance of 761.65 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

TOGETHER WITH:

LEGAL FOR 21' GAP STRIP

A TRACT OF LAND **CONTAINING 0.64 ACRES, MORE OR LESS**, AND BEING PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI BEING DESCRIBED AS THE FOLLOWING:

COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI HAVING A MS STATE PLANE WEST ZONE COORDINATE OF N: 1134415.44, E: 2366434.80, HAVING A CONV. ANGLE OF 0°07'20" AND A SCALE FACTOR OF 0.99995559; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST 5283.73 FEET TO A # 4 REBAR FOUND (N:1129131.72, E: 2366445.81) MARKING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST 20.84 FEET TO A # 4 REBAR FOUND; THENCE NORTH 89 DEGREES 52 MINUTES 33 SECONDS EAST 1328.35 FEET TO A # 4 REBAR FOUND; THENCE NORTH 00 DEGREES 05 MINUTES 57 SECONDS WEST 21.00 FEET TO A # 4 REBAR FOUND; THENCE SOUTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 1328.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

OVERLAP DESCRIPTION

A TRACT OF LAND **CONTAINING 3.97 ACRES, MORE OR LESS**, AND BEING IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI BEING DESCRIBED AS THE FOLLOWING:

COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI HAVING A MS STATE PLANE WEST ZONE COORDINATE OF N: 1134415.44, E: 2366434.80, HAVING A CONV. ANGLE OF 0°07'20" AND A SCALE FACTOR OF 0.99995559; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST 5283.73 FEET TO A # 4

REBAR FOUND; THENCE SOUTH 89 DEGREES 55 MINUTES 49 SECONDS WEST 822.73 FEET TO A # 5 REBAR SET AND STAMPED WITH COA 014 MARKING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS EAST 511.23 FEET TO A # 5 REBAR SET AND STAMPED WITH COA 014; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS WEST 511.23 FEET TO A # 5 REBAR SET AND STAMPED WITH COA 014; THENCE NORTH 00 DEGREES 07 MINUTES 41 SECONDS WEST 90.97 FEET TO 4 REBAR FOUND; THENCE NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST 210.09 FEET TO A # 4 REBAR FOUND; THENCE NORTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 420.04 FEET TO A # 4 REBAR FOUND; THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS EAST 301.10 FEET TO THE POINT OF BEGINNING.

TRACT 1 – PARCEL 2: [Source of Title: Book 3935, Page 603]

A parcel or tract of land, **containing 164.15 acres, more or less**, lying and being situated in Section 28, T9N-R2E, Madison County, Mississippi, being a part of the Walker Lands 11, LLC property as described in Deed Book 3385 at Page 454 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of Section 29, T9N-R2E, Madison County, Mississippi; run thence East along the Southerly boundary of the SW 1/4 of said Section 29, T9N-R2E, for a distance of 2,667.77 feet to the SE corner, thereof, said point also lying at the SW corner of a parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same"; thence continue East along the Southerly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" for a distance of 1,069.89 feet to the SE corner, thereof, said point also being and lying at the SW corner of Parcel 2 of the above referenced Walker Lands II, LLC property; thence North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands 11, LLC property, for a distance of 494.94 feet; thence continue North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same", the Easterly boundary of a parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 2,702.87 feet to an iron pin; thence leaving the Easterly boundary of a said parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, run East for a distance of 4255.16 feet to an iron pin lying on the Easterly boundary of the NW 1/4 of Section 28, T9N-R2E, said point also lying on the Westerly boundary of the NE 1/4 of said Section 28, T9N-R2E and POINT OF BEGINNING of the herein described property; thence North along the Westerly boundary of the NE 1/4 of said Section 28, T9N-R2E, for a distance of 2,081.47 feet to an iron pin lying at the NW corner, thereof; thence East along the Northerly boundary of the NE 1/4 of said Section 28, T9N-R2E, for a distance of 2,481.56 feet to an iron pin; thence leaving the Northerly boundary of the NE 1/4 of said Section 28, T9N-R2E, run to points at each of the following calls; South 01 degrees 22 minutes 39 seconds East for a distance of 1,260.46 feet to an iron pin; thence 572.40 feet along the arc of a 825.00 foot radius curve to the right, said arc having a 560.99 foot chord which bears South 18 degrees 29 minutes 56 seconds West to an iron pin; thence South 38 degrees 22 minutes 31 seconds West for a distance of 276.51 feet to an iron pin; thence 452.55 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 446.90 foot chord which bears South 22 degrees 39 minutes 39 seconds West to an iron pin; thence South 06 degrees 56 minutes 46 seconds West for a distance of 113.98 feet to an iron pin; thence 230.09 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 229.34 foot chord which bears South 01 degrees 02 minutes 37 seconds East to an iron pin; thence South 80 degrees 57 minutes 59 seconds West for a distance of 818.24 feet to an iron pin; thence 550.31 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 540.17 foot chord which bears South 61 degrees 51 minutes 25 seconds West to an iron pin; thence South 42 degrees 44 minutes 51 seconds West for a distance of 1,017.18 feet to an iron pin; thence 86.96 feet along the arc of a 675.00 foot radius curve to the right, said arc having a 86.90 foot chord which bears North 03 degrees 41 minutes 26 seconds West to an iron pin lying on the Westerly boundary of the SE 1/4 of said Section 28,

T9N-R2E, said point also lying on the Easterly boundary of the certain "32.21 acre tract of land" described in Deed Book 3706 at Page 976 of the Records of said Madison County, Mississippi; thence North along the Westerly boundary of the SE 1/4 of said Section 28, T9N-R2E and the Easterly boundary of said "32.21 acre tract of land" for a distance of 338.60 feet to an iron pin at the NE corner of said "32.21 acre tract of land"; thence continue North along the Westerly boundary of the SE 1/4 and NE 1/4 of said Section 28, T9N-R2E, for a distance of 1,387.14 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

TRACT 1 – PARCEL 3: [Source of Title: Book 3935, Page 603]

A parcel or tract of land, **containing 81.82 acres, more or less**, lying and being situated in the SE 1/4 of Section 28, T9N-R2E, Madison County, Mississippi, being a part of the Walker Lands II, LLC property as described in Deed Book 3385 at Page 454 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of Section 29, T9N-R2E, Madison County, Mississippi; run thence East along the Southerly boundary of the SW 1/4 of said Section 29, T9N-R2E, for a distance of 2,667.77 feet to the SE corner, thereof, said point also lying at the SW corner of a parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same"; thence continue East along the Southerly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" for a distance of 1,069.89 feet to the SE corner, thereof, said point also being and lying at the SW corner of Parcel 2 of the above referenced Walker Lands II, LLC property; thence North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 494.94 feet; thence continue North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same", the Easterly boundary of a parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 2,702.87 feet to an iron pin; thence leaving the Easterly boundary of a said parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, run East for a distance of 4255.16 feet to an iron pin lying on the Easterly boundary of the NW 1/4 of Section 28, T9N-R2E, said point also lying on the Westerly boundary of the NE 1/4 of said Section 28, T9N-R2E; thence North along the Westerly boundary of the NW 1/4 of said Section 28, T9N-R2E, for a distance of 2,081.47 feet to an iron pin lying at the NW corner, thereof; thence East along the Northerly boundary of the NE 1/4 of said Section 28, T9N-R2E, for a distance of 2,481.56 feet to an iron pin; thence leaving the Northerly boundary of the NE 1/4 of said Section 28, T9N-R2E, run to points at each of the following calls; South 01 degrees 22 minutes 39 seconds East for a distance of 1,260.46 feet to an iron pin; thence 572.40 feet along the arc of a 825.00 foot radius curve to the right, said arc having a 560.99 foot chord which bears South 18 degrees 29 minutes 56 seconds West to an iron pin; thence South 38 degrees 22 minutes 31 seconds West for a distance of 276.51 feet to an iron pin; thence 452.55 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 446.90 foot chord which bears South 22 degrees 39 minutes 39 seconds West to an iron pin; thence South 06 degrees 56 minutes 46 seconds West for a distance of 113.98 feet to an iron pin; thence 230.09 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 229.34 foot chord which bears South 01 degrees 02 minutes 37 seconds East to an iron pin and POINT OF BEGINNING of the herein described property; thence South 80 degrees 57 minutes 59 seconds West for a distance of 818.24 feet to an iron pin; thence 550.31 feet along the arc of a 825.00 foot radius curve to the left, said arc having a 540.17 foot chord which bears South 61 degrees 51 minutes 25 seconds West to an iron pin; thence South 42 degrees 44 minutes 51 seconds West for a distance of 1,017.18 feet to an iron pin; thence 625.37 feet along the arc of a 675.00 foot radius curve to the left, said arc having a 603.24 foot chord which bears South 33 degrees 55 minutes 22 seconds East to an iron pin; thence South 60 degrees 27 minutes 51 seconds East for a distance of 395.30 feet to an iron pin; thence 261.49 feet along the arc of a 787.00 foot radius curve to the right, said arc having a 260.29 foot chord which bears South 50 degrees 56 minutes 44 seconds East to an iron pin; thence South 41 degrees 25 minutes 38 seconds East for a distance of 285.62 feet to an iron pin; thence North 48 degrees 34 minutes 22 seconds East for a

distance of 25.00 feet to an iron pin; thence South 41 degrees 25 minutes 38 seconds East for a distance of 300.00 feet to an iron pin; thence North 88 degrees 34 minutes 22 seconds East for a distance of 261.96 feet to an iron pin lying on the Northerly Right-Of-Way of Mississippi Highway No. 22, as it existed in September, 2020, said right-of-way being more fully and particularly described in that certain conveyance from Mississippi Major Economic Authority to the Mississippi Department of Transportation recorded on June 17, 2010 in Deed Book 2548 at Page 667 of the Records of said Madison County at Canton, Mississippi; thence along the Northerly Right-Of-Way of said Mississippi Highway No. 22 to points at each of the following calls; 174.28 feet along the arc of a 1819.86 foot radius curve to the left, said arc having a 174.22 foot chord which bears North 32 degrees 58 minutes 11 seconds East feet to an iron pin; thence North 29 degrees 26 minutes 32 seconds East for a distance of 1,096.07 feet to an iron pin; thence North 32 degrees 22 minutes 47 seconds East for a distance of 399.19 feet to an iron pin; thence 228.35 feet along the arc of a 2954.79 foot radius curve to the right, said arc having a 228.30 foot chord which bears North 32 degrees 26 minutes 26 seconds East to an iron pin; thence leaving the Northerly Right-Of-Way of said Mississippi Highway No. 22, run to points at each of the following calls; North 56 degrees 05 minutes 48 seconds West for a distance of 180.17 feet to an iron pin; thence 530.88 feet along the arc of a 825.00 foot radius curve to the right, said arc having a 521.77 foot chord which bears North 37 degrees 39 minutes 43 seconds West to an iron pin; thence North 19 degrees 13 minutes 38 seconds West for a distance of 126.58 feet to an iron pin; thence 146.78 feet along the arc of a 825.00 foot radius curve to the right, said arc having a 146.59 foot chord which bears North 14 degrees 07 minutes 50 seconds West to the POINT OF BEGINNING of the above described parcel or tract of land.

TRACT 1 – PARCEL 4: [Source of Title: Book 3935, Page 603]

A parcel or tract of land, ***containing 105.71 acres, more or less***, lying and being situated in Section 21, T9N-R2E, Madison County, Mississippi, being a part of the Walker Lands II, LLC property as described in Deed Book 3385 at Page 454 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of the SW 1/4 of Section 29, T9N-R2E, Madison County, Mississippi; run thence East along the Southerly boundary of the SW 1/4 of said Section 29, T9N-R2E, for a distance of 2,667.77 feet to the SE corner, thereof, said point also lying at the SW corner of a parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same"; thence continue East along the Southerly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" for a distance of 1,069.89 feet to the SE corner, thereof, said point also being and lying at the SW corner of Parcel 2 of the above referenced Walker Lands II, LLC property; thence North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 494.94 feet; thence continue North along the Easterly boundary of said parcel of land described as the "West 1/2 of the SE 1/4 less a strip of 4.0 chains evenly off East side of same", the Easterly boundary of a parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, for a distance of 2,702.87 feet to an iron pin; thence leaving the Easterly boundary of a said parcel of land described as the "SW 1/4 of the NE 1/4 less a strip of 4.0 chains evenly off East side of same" and the Westerly boundary of Parcel 2 of said Walker Lands II, LLC property, run East for a distance of 4255.16 feet to an iron pin lying on the Easterly boundary of the NW 1/4 of Section 28, T9N-R2E; thence North along the Easterly boundary of the NW 1/4 of said Section 28, T9N-R2E, for a distance of 2,081.47 feet to an iron pin lying at the NE corner, thereof, said point also being and lying at the SE corner of the East 1/2 of the SW 1/4 of Section 21, T9N-R2E; thence West along the Southerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E, for a distance of 26.00 feet to an iron pin and POINT OF BEGINNING of the herein described property; thence continue West along the Southerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E, for a distance of 1,302.64 feet to an iron pin lying at the SW corner, thereof, said point also lying at the SE corner of the South 1/2 of the SW 1/4 of the SW 1/4 of said Section 21, T9N-R2E; thence North along the Westerly boundary of the East 1/2 of the SW 1/4 and the Easterly boundary of the South 1/2 of the SW 1/4 of the SW 1/4 of said Section 21, T9N-R2E, for a distance of 660.48 feet to an

iron pin lying at the NE corner of the South 1/2 of the SW 1/4 of the SW 1/4 of said Section 21, T9N-R2E; thence leaving the Westerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E, run West along the Northerly boundary of the South 1/2 of the SW 1/4 of the SW 1/4 of said Section 21, T9N-R2E, for a distance of 643.11 feet to an iron pin lying on the Westerly boundary of Parcel 6 of the above referenced Walker Lands II, LLC property as described in Deed Book 3385 at Page 454 of the Records of said Madison County, Mississippi; thence North 00 degrees 16 minutes 27 seconds West along the Westerly boundary of Parcel 6 of said Walker Lands, LLC property, for a distance of 109.23 feet to an iron pin lying on the Easterly boundary of Tract 2 of the Michelle Marie Walden property as described in Deed Book 529 at Page 941 of the Records of said Madison County, Mississippi; thence leaving the Westerly boundary of Parcel 6 of said Walker Lands, LLC property, run North along the Easterly boundary of Tract 2 of said Michelle Marie Walden property, for a distance of 2,360.38 feet to an iron pin at the NE corner, thereof, said point also lying on the Southerly Right-Of-Way of Virililia Road (formerly Vernon-Ballard Road as per Federal Aid Secondary Project No. S-514(2)1 & State Aid Project No. SAP-45(40)), as it existed in September, 2020; thence South 63 degrees 03 minutes 52 seconds East along the Southerly Right-Of-Way of said Virililia Road, for a distance of 28.59 feet to an iron pin; thence South 63 degrees 00 minutes 52 seconds East along the Southerly Right-Of-Way of said Virililia Road for a distance of 454.14 feet to an iron pin lying on the Westerly boundary of the Bottom Land Properties, LLC property as described in Deed Book 3620 at Page 980 of the Records of said Madison County, Mississippi; thence leaving the Southerly right-of-way of said Virililia Road, run along the Westerly and Southerly boundary of said Bottom Land Properties, LLC property to points at each of the following calls; South 41 degrees 39 minutes 40 seconds West for a distance of 105.06 feet to an iron pin; thence South 18 degrees 57 minutes 58 seconds East for a distance of 207.90 feet to an iron pin; thence South 78 degrees 21 minutes 21 seconds East for a distance of 211.44 feet to an iron pin at the SE corner, thereof, Said point also lying on the Easterly boundary of the above referenced Parcel 6 of said Walker Lands II, LLC property; thence South along the Easterly boundary of Parcel 6 of said Walker Lands II, LLC property, for a distance of 413.38 feet to an Iron pin; thence continue South along the Easterly boundary of Parcel 6 of said Walker Lands II, LLC property, for a distance of 10.07 feet to an iron pin lying at a fence corner; thence leaving the Easterly boundary of Parcel 6 of said Walker Lands II, LLC property, run South 83 degrees 43 minutes 12 seconds East along an existing wire fence for a distance of 468.49 feet to an iron pin at a fence corner; thence North 11 degrees 22 minutes 58 seconds East along said existing wire fence for a distance of 533.82 feet to an iron pin lying on the Northerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E; thence leaving said existing wire fence, run East along the Northerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E, for a distance of 740.24 feet to an iron pin; thence leaving the Northerly boundary of the East 1/2 of the SW 1/4 of said Section 21, T9N-R2E, run South along an existing wire fence, for a distance of 2,641.91 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

TOGETHER WITH:

AREA BETWEEN PROPERTY LINE AND VIRILILIA ROAD

A TRACT OF LAND **CONTAINING 0.32 ACRES, MORE OR LESS**, AND BEING PART OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI BEING DESCRIBED AS THE FOLLOWING:

COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI HAVING A MS STATE PLANE WEST ZONE COORDINATE OF N: 1134415.44, E: 2366434.80, HAVING A CONV. ANGLE OF 0°07'20" AND A SCALE FACTOR OF 0.99995559 THENCE SOUTH 2637.85 FEET; THENCE EAST 1795.46 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014 (N:1131777.58, E:2368230.28) MARKING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, SAID POINT BEING LOCATED ON THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 21; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST 24.24 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VIRILILIA ROAD; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 58.32 FEET, A RADIUS OF 1220.69 FEET, A CHORD BEARING OF SOUTH 87 DEGREES 02 MINUTES 18 SECONDS EAST, AND A CHORD DISTANCE OF 58.31 FEET TO A POINT