

MISSISSIPPI DEVELOPMENT AUTHORITY
Industry Incentive Financing Revolving Fund Program
SECOND AMENDED AND RESTATED GRANT AGREEMENT

MADISON COUNTY, MISSISSIPPI
AMAZON.COM SERVICES, LLC
IIF - 44
Dated Effective as of May 15, 2025

This Second Amended and Restated Grant Agreement (this “Agreement”), effective as of May 15, 2025 (the “Effective Date”), is made and entered into by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi (“MDA”) and the local government set forth in Item 1A of Annex A (the “Local Government”) and the business or industry set forth in Item 1B of Annex A (the “Company,” and together with MDA and the Local Government, the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the Mississippi Industry Incentive Financing Revolving Fund, *Miss. Code Ann. §57-1-221* (the “MIIFR Fund”), was created for the purpose of providing assistance to any new or expanding business or industry in the State of Mississippi (the “State”) with significant regional economic impact;

WHEREAS, MDA is authorized to make grants to local governments and “approved business enterprises” which will aid in the consummation of a project within the State to assist local governments or approved business enterprises which meet the criteria set out in *Miss. Code Ann. §57-1-221*;

WHEREAS, pursuant to the MIIFRF Fund statute and the rules and policies adopted by MDA with respect thereto, the Local Government has filed an application (the “Application”) with MDA for a grant to be used to fund the design, construction management and construction or installation, as applicable, of facilities related to the project described in Item 2 of Annex A (respectively, the “Facilities” and “Project”);

WHEREAS, based upon the Application and other relevant factors, MDA has determined that the Company is an “approved business enterprise” as such terms is defined in *Miss. Code Ann. §57-1-221*, and further that the Project is a “project” and the Facilities are “facilities related the project”, as such terms are respectively defined in *Miss. Code Ann. §57-1-221*; and

WHEREAS, MDA has therefore agreed to provide the Local Government with a grant from the MIIFRF Fund in the amount set forth in Item 3 of Annex A (the “Grant”), subject to the terms and conditions of this Agreement, in order to fund the Facilities in order to assist in the development of the Project; and

WHEREAS, on July 8, 2020, MDA approved a grant for Eight Million, Three Hundred Sixty-Seven Thousand, Six Hundred and Thirteen Dollars (\$8,367,613), to incentivize the development of the Project, including the creation of one thousand (1,000) new full-time jobs solely at the Project Site and the Investment Commitment of Two Hundred Million Dollars (\$200,000,000); and

WHEREAS, on March 26, 2021, the Local Government requested an additional Two Hundred Thousand Dollars (\$200,000) in MIIFR funds to assist with additional costs associated with the public infrastructure as part of the Project; and

WHEREAS, on March 30, 2021, MDA formally approved the Two Hundred Thousand Dollars (\$200,000) in additional funds at its board meeting;

WHEREAS, on May 2, 2025, the Local Government requested an extension of the fund disbursement deadline from March 30, 2024 until March 30, 2026; and

WHEREAS, the Parties entered into the Second Amended and Restated Grant Agreement, dated as of May 15, 2025; and

WHEREAS, the Parties desire to amend and restate the Agreement in its entirety; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Local Government, and the Local Government hereby agrees to accept from MDA, the Grant pursuant and subject to the terms of this Agreement and the MIIFRF Fund as set forth in Annex A. The Local Government hereby agrees that it will apply the proceeds of the Grant only to fund the costs of the Facilities as more fully described in Annex A and in the Application. The Grant shall be disbursed by MDA to the Local Government in installments as provided in this Agreement pursuant to Item 4A of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Local Government and the Company satisfying all of its obligations under this Agreement.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Local Government shall not be in default under this Agreement;
- b. construction and installation of the Facilities shall have progressed in accordance with the timeline(s) prescribed therefor in that certain Access Road and Utilities Agreement entered, or to be entered into, by and among the Company and the Madison County Economic Development Authority, a copy of which has provided to MDA; and
- c. receipt by MDA of a certificate of a representative of the Local Government pursuant to Section 3 hereof and the notice to MDA required of the Local Government pursuant to Section 4 hereof for such disbursement in a form reasonably satisfactory to MDA. If the Local Government or the Company fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The Parties hereto agree that disbursements by MDA to the Local Government and/or its designee of the Grant may be made from time to time or at one time over a period extending to March 30, 2026. The disbursements shall be made in accordance with Item 4 of Annex A. All rights of the Local Government to request disbursement of any portion of the Grant not disbursed prior to March 30, 2026, shall be forfeited to the State and the funds shall revert to the MIIFRF Fund.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Local Government to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Local Government contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements;

- b. this Agreement has been duly authorized, executed and delivered by the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies;
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement;
- d. the authorization, execution and delivery of this Agreement by the Local Government, and compliance by the Local Government with the provisions hereof, will not conflict with or constitute a breach or default of the Local Government's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Local Government is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA. Warrants may only be issued for costs and expenses that are authorized by the MIIFR Fund. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Local Government shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Local Government. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Local Government, the name of the person or entity to be paid or reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Local Government.

- b. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the MIIFRF Fund to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.
- d. The Grant is to assist in funding an extraordinary economic development opportunity to promote economic growth, as provided by this Agreement, which will further the purposes of the MIIFRF Fund; to-wit:

for the purpose of enhancing the process of economic development through the creation of jobs.

Section 6. Representations of the Local Government. The Local Government makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Local Government has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective Parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default

under, the Local Government's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Local Government is subject or by which it is bound.

- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Local Government required for the execution, delivery or the consummation by the Local Government of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Local Government, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Local Government.
- e. The Local Government has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or any applicant for employment therewith, because of race, religion, color, national origin, sex or age.
- f. The Local Government shall comply with the terms and provisions of this Agreement and the MIIFRF Fund.
- g. The Local Government certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Local Government further acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application.
- h. The Local Government represents and warrants that it will further the purposes of the Act, to wit:

to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.

Section 7. Representations of the Company. The Company makes the following representations as a basis for the undertakings on the part of MDA and the Local Government, herein contained:

- a. The Company has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a

legal, valid and binding obligation of the Company enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

- (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Company's duties under any law, administrative regulation, court decree, resolution, charter, operating agreement or other agreement to which the Company is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Company required for the execution, delivery or the consummation by the Company of any of the transactions contemplated by this Agreement and not already obtained.
- d. To the Company's knowledge, there is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the Company, threatened against the Company in any way contesting or affecting the validity of this Agreement or contesting the powers of the Company to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Company. The "knowledge" of the Company means the actual, present knowledge of the agent of the Company who is executing this Agreement, without any duty of inquiry.
- e. The Company has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or any applicant for employment therewith, because of race, religion, color, national origin, sex or age.
- f. The Company shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4C of Annex A.
- g. The Company represents and warrants that this project will further the purposes of the MIIFRF Fund to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.
- h. Upon request of the MDA (in no case following less than 14 days' notice by the MDA) or at any time by the Office of the State Auditor, the Company

will reasonably cooperate with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Company's compliance with the provisions of this Agreement. The Company further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Company's employee information for employees at the Project as reasonably necessary to verify the Company's compliance with the provisions of this Agreement. The Company may provide such materials to the MDA in electronic format reasonably acceptable to such parties. The Company may designate confidential and proprietary information as such when producing the same and assert any statutory protections related thereto.

- i. The Company shall follow General Auditing Standards for financial and other record retention.
- j. The Company shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- k. The Company is legally authorized to transact business in the State of Mississippi.

Section 8. Procurement. The MDA has found and recorded such finding on its minutes, that because of availability or the particular nature of the Project, it would not be in the public interest and would less effectively achieve the purposes of *Miss. Code Ann. §27-1-221* to enter into contracts for the acquisition, purchase, construction or installation of the Facilities related to the Project pursuant to *Miss. Code Ann. §31-7-13*, and the other Parties hereto concur in such findings by the MDA. Consequently, any such contracts shall be exempt from the provisions of Section 31-7-13 and may be entered into solely on the basis of negotiation or otherwise pursuant to any procedures as may be utilized by the Local Government from time to time.

Section 9. Termination. Upon written notice to the Local Government and the Company, MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute an uncured default under this Agreement. This Agreement will terminate upon the expiration of the Job Maintenance Period (defined on Annex A attached hereto), except that any reporting obligations of the Company prescribed hereby shall survive such termination for the reporting period prescribed herein; provided, however, in the event that the Company is obligated to repay to MDA all or any portion of the Grant pursuant to this Agreement, including, without limitation, any provision of Annex A attached hereto, the duration of this Agreement shall be extended until such time that all such Grant repayment obligations have been fully satisfied by the Company. Upon the

termination of this Agreement, the obligations of all Parties hereto shall terminate except for those obligations that by their terms expressly survive termination.

Section 10. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a. certified mail, postage prepaid;
- b. prepaid overnight delivery; or
- c. hand delivery.

For the purposes of this Agreement, notices shall be sent to the Parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the Parties may designate in writing.

Section 11. Miscellaneous.

- a. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the Parties to this Agreement.
- b. This Agreement has been made by MDA (acting for and on behalf of the State), the Local Government and the Company, and no person or entity other than the foregoing Parties and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c. Following the acceptance and execution of this Agreement by each of the Parties, this Agreement shall become effective upon, and shall be valid and enforceable from and after the Effective Date first written above.
- d. If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the Parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f. The Company may assign this Agreement to an Affiliate that assumes all of the Company's obligations hereunder. This Agreement shall inure to the benefit of MDA, the Local Government and the Company and shall be binding upon MDA, the Local Government and the Company and their respective successors and assigns. As used in this Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

- g. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles. All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must, to the extent that MDA is party to dispute, be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes; however, in the event that MDA is not a party to such dispute, such claim or cause of action by the Local Government against the Company, or vice-versa, must be brought in a state court located in the local jurisdiction of the Local Government. The Parties hereto agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.
- h. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature shall be deemed for all purposes to be an original signature page hereto.
- i. This Agreement has been prepared by the efforts of all the Parties. In any construction to be made to this Agreement, it shall not be construed against any Party on the basis of authorship.
- j. Company acknowledges that portions of this Agreement and the materials, communications, data and information related to this Agreement may constitute public records subject to disclosure under Mississippi's public records laws and agrees that the MDA and/or Local Government may disclose such portions of this Agreement and the materials, communications, data and information related to this Agreement as required by law, provided that the MDA and Local Government (a) gives Company prior written notice sufficient (in no event less than 5 business days) to allow Company to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with Company in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by

applicable law. The terms of this provision survive any termination of this Agreement. To the extent that any of the materials, communications, data and information provided by the Company to the MDA and/or Local Government pursuant to this Agreement contain any trade secrets or confidential commercial or financial information of the Company, the Company shall mark materials, communications data and/or information as "confidential."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____

Print Name: William V. Cork

Title: Executive Director

ATTEST:

Print Name: Sarah Wright

Title: Bureau Manager

MADISON COUNTY, MISSISSIPPI

By: _____

Print Name: Gerald Steen

Title: President, Board of Supervisors

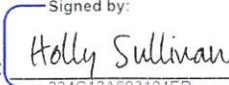
ATTEST:

Print Name: _____

Title: _____

AMAZON.COM SERVICES LLC

Signed by:

By:  _____
334C13A693124ED

Print Name: Holly Sullivan

Title: Vice President, WW Economic Development

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named William V. Cork who acknowledged he is the Executive Director of the Mississippi Development Authority and that he executed the above and foregoing instrument as the agency’s act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF LOCAL GOVERNMENT

STATE OF MISSISSIPPI)
) ss:
COUNTY OF MADISON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named Gerald Steen and _____, who acknowledged they are the President of the Board of Supervisors and _____, of Madison County, Mississippi, and that for and on behalf of said county, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said governing body so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF COMPANY

STATE OF Texas)
) ss:
COUNTY OF Jefferson)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of July, 2025, within my jurisdiction, the within named Holly Sullivan, who acknowledged that he/she is the Vice President, WW Economic Development of the said limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of July, 2025.

Signed by:

E'Chanda Manette Goodman

AB4EAF85D122425...

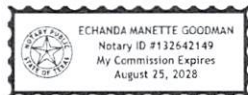
Notary Public

E'Chanda Manette Goodman
Remote Online Notary Public

My Commission Expires:

08/25/2028

[SEAL]



This notarial act was an online notarization along with multi-factor authentication and using audio/video recording.
Holly Sullivan who produced North Carolina DL as identification

**Annex A
to
Second Amended and Restated Grant Agreement**

- Item 1A- Name of Local Government:** Madison County, Mississippi
- Item 1B- Name of Company:** Amazon.com Services LLC
- Item 2A- Description of Project:** A new multi-story fulfillment center facility with an approximate facility footprint of 700,000 square feet
- Item 2B- Description of Facilities:** Water, wastewater and natural gas system improvements, including but not limited to a new 1 million gallon elevated storage tank, that will serve the Project, together with any other facilities related the Project that may be authorized by the MIIFRF Fund and approved by MDA from time to time
- Item 2C- Soft Cost Expenses:** Grant proceeds may be utilized to fund engineering, architectural, project/construction management and other soft costs associated with the Facilities; provided that such engineering, architectural, project/construction management, inspection, environmental and other soft costs shall not exceed 15% of the total Grant amount.
- Item 2D- Description of the Project Site:** The Project will be located on that certain real property parcel in Madison County, Mississippi, which is described in Annex B attached hereto. Portions of the Facilities will be located on the Project Site, while other portions of the Facilities will be located outside of the Project Site but will, directly, or indirectly, serve the Project.
- Item 3- Grant Amount:** \$8,567,613
- Item 4A- Grant Terms and Conditions:** Grant funds will be disbursed by MDA, in an amount or amounts not to exceed in \$8,567,613 in the aggregate, to pay costs incurred by the Local Government, or to reimburse the Local Government for its prior payments of costs incurred, for materials purchased, and work or other services rendered on or after July 14, 2020 to design and construct or install, as applicable, the Facilities, including any related soft cost expenses as expressly described above. All documentation for disbursements of any Grant proceeds must be received by MDA on or before March 30, 2026.
- Item 4B- Terms and Conditions for the Local Entity:** The Local Government will provide requests for reimbursement to MDA, no more than once a month, and will include copies of paid invoices or receipts. MDA will make Grant funds available within forty-five (45) days of a submitted reimbursement request.
- Item 4C- Terms and Conditions for Company:**
- (i) Investment Commitment:
- a. The Company hereby commits that the Company, its developer, and/or lessor, as applicable, shall, on or before (1) the third (3rd) anniversary of the

Commercial Operations Date, or (2) by July 8, 2025, whichever is earlier, make or cause to be made a capital investment in Madison County, Mississippi, of at least \$200,000,000 at the Project Site (the "Investment Commitment").

- b. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails to satisfy its Investment Commitment in accordance with Item 4C(i)(a) immediately above, and does not cure such failure as set forth in Item 4C(iv) below, then the Company shall pay the State, within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$(a-b) * (1-(c/\$200,000,000))$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the amount of the Grant previously repaid to MDA by the Company pursuant Item 4C(ii)(b) and/or Item 4C(ii)(d) hereof.

c = the amount of the actual capital investment made or caused to be made by the Company at the Project Site during the three-year period following the Effective Date hereof.

(ii) Jobs Commitment:

- a. The Company further commits that the Company shall, on or before (1) the third (3rd) anniversary of the Commercial Operations Date, or (2) by July 8, 2025, whichever is earlier, create at least One Thousand (1,000) new direct, full-time equivalent jobs at the Project Site (the "Job Creation Commitment"). Solely for purposes of this Agreement, the term "full-time equivalent job" shall have the meaning ascribed thereto by Item 4C(v) below.
- b. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails to create the number of full-time equivalent jobs at the Project Site required to be created on or before the deadline prescribed herein (*i.e.*, 1,000 new, full-time equivalent jobs), then, in the event the Company does not cure such failure as set forth in Item 4C(iv) below, the Company shall pay the State with respect to such year and within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$(a-b) * (1-(c/1,000))$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the amount of the Grant previously repaid to MDA by the Company

pursuant Item 4C(i)(b) and/or Item 4C(ii)(d) hereof.

c = the number of full-time equivalent jobs actually created by the Company as of the deadline prescribed above.

- c. Beginning on the date that is the earlier of (1) the date that the Company satisfies its Job Creation Commitment or (2) by July 8, 2025, whichever is earlier, the Company shall maintain such new, full-time equivalent jobs for a period of two (2) years (the "Job Maintenance Period").
- d. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails during either the first year of the Job Maintenance Period or the second year of the Job Maintenance Period to maintain the number of full-time equivalent jobs at the Project Site required to be created maintained in accordance herewith (*i.e.*, 1,000 new, full-time equivalent jobs), then, in the event the Company does not cure such failure as set forth in Item 4C(iv) below, the Company shall pay the State with respect to such year and within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$((a-b)/2) * (1-c/1,000)$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the amount of the Grant repaid to MDA by the Company pursuant Item 4C(i)(b) and/or Item 4C(ii)(b) hereof.

c = the number of full-time equivalent jobs maintained by the Company for such year of the Job Maintenance Period

- (iii) In the event that the Company is obligated to pay to MDA any amounts pursuant to Item 4C(i) immediately above (*i.e.*, due to any failure to satisfy its Investment Commitment), any such amounts paid to MDA pursuant to said subsection (i) shall be applied as a credit against any amounts that the Company is obligated to MDA pursuant to Item 4C(ii) immediately above (*i.e.*, due to any failure to satisfy its Job Creation Commitment).
- (iv) MDA shall provide the Company with written notice of default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to the per job payment and/or investment commitment payment becoming due and owing.
- (vii) For purposes of this Annex A and the associated Grant Agreement, the term "full-time equivalent job" shall mean a job (1) for which an employee is hired that offers a minimum of 1,820 hours of an employee's time per year (*i.e.*, 35 hours per week on average) for an entire normal work year of the Company's operations or a job for which the employee is hired and is compensated based on 1,820 hours for such

annual period (including in each case employees who, after hiring, elect to take unpaid time off or are on short term or long term disability); (2) which did not exist in the State before the effective date of this Agreement; (3) for which the principal site of employment of the employee holding such job must be at the Project Site; and (4) the employee holding such job receives salary or wages subject to Mississippi income tax withholdings. For a job to qualify as "full-time equivalent job", the employer must also maintain and, upon written request thereto, make available to the Mississippi Department of Employment Security such employment records of the Company as are reasonable and necessary to verify the Company's satisfaction of its Jobs Creation Commitment and the maintain of such jobs created pursuant hereto during the Jobs Maintenance Period. Individuals employed by third-party services, which do not directly relate to the Company's business operations, such as janitorial, security or grounds maintenance services, are not considered "full-time equivalent jobs."

- (viii) For purposes of this Annex A and the associated Grant Agreement, the term "Commercial Operations Date" shall mean the date that the Company commences commercial operations of the Project on the Project Site as evidenced by the commencement of goods warehoused on the Project Site being shipped to its customers or otherwise to the purchasers of such goods).
- (ix) The foregoing provisions of this Item 4C are subject to the following limitations. The Company will not be liable for any failure or delay, in whole or in part, in satisfying its Investment Commitment or Job Creation Commitment in accordance herewith due to any of the following causes that are beyond the reasonable control of the Company, could not reasonably have been foreseen as of the Effective Date and the effects of which could not reasonably have been avoided or overcome by the Company (each, a "Force Majeure Event"): acts of God, strike, work stoppage or slow-downs, riots, sabotage, war, terrorist act, epidemic, pandemic, quarantine, governmental executive order, civil or military commotion or disturbance, nuclear or natural catastrophes, environmental contamination, governmental orders, acts or omissions, changes in laws or regulations, fire, explosion, earthquake, hurricane or tropical depression, generalized lack of availability of raw materials, labor, equipment or energy or other utilities. Should the Company claim the inability to perform an obligation based upon a Force Majeure Event, then the Company shall promptly notify the County and MDA of the facts supporting such claim, the obligations affected by the alleged Force Majeure Event, the anticipated delay in performance and the actions being undertaken by the Company to minimize the harm to the other parties hereto; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. The Company shall be relieved from its duty to satisfy its Investment Commitment and/or Jobs Commitment, and from any liability in damages or from any other contractual remedy for breach of such obligations thereof set forth herein, from the time at which the Force Majeure Event causes an actual inability of the Company to perform, provided that the notice thereof is

given without delay, until such time that the such Force Majeure Event ceases to impede the Company's performance of its obligations hereunder. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the County and MDA. In such event, the Company must notify the County and MDA as soon as the specific Force Majeure Event(s) for which notice was provided ceases to impede performance of the Company's obligations hereunder. For clarification and avoidance of confusion, any interruptions, delays, suspension, or other adverse impact to the performance by the Company of its obligations under this Agreement arising from or related to COVID-19 other than (a) a government mandated shutdown, or (b) governmental requirements implemented after the Effective Date, which are beyond the control of the Company and that make the performance by the Company of its obligations hereunder impossible or commercially impractical, shall not constitute a Force Majeure Event, and shall not give rise to a claim for relief under this Item 4C(ix).

Item 5- Addresses for Notices:

If to MDA:	Mississippi Development Authority Post Office Box 849 Jackson, Mississippi 39205 Attention: Financial Resources
If to the Local Government:	Madison County, Mississippi 125 West North Street P. O. Box 608 Canton, MS 39046 Attention: County Administrator
If to the Company:	Amazon.com Services, Inc. 410 Terry Avenue North Seattle, Washington 98121 Attn: Director, Economic Development Facsimile: (206) 266-7010 Amazon.com Services, Inc. 2121 7th Avenue Seattle, Washington 98121 Attn: Economic Development Compliance Amazon.com, Inc. P.O. Box 81226 Seattle, Washington 98108-1226 Attn: General Counsel & Real Estate (____) Facsimile: (206) 266-7010 Arnall Golden Gregory LLP 171 17th Street, NW, Suite 2100 Atlanta, Georgia 30303 Attn: Andrew J. Schutt, Esq.

Item 6- **Procurement:** MDA has found, and has recorded such finding on its minutes, that because of availability and the particular nature of the Project and Facilities, it would not be in the public interest and would less effectively achieve the purposes of Section 31-7-13 of the Mississippi Code of 1972, as amended, for contracts by local governments, including, but not limited to, design and construction contracts for the acquisition, purchase, construction or installation of the Project and Facilities, to be entered into on the basis of such Section 31-7-13, and the Company concurs in such finding. Consequently, MDA hereby advises the Local Government and the Company that Section 31-7-13 of the Mississippi Code of 1972, as amended, shall not apply to such contracts, and that such contract may, instead, be entered into on the basis of negotiation.

**Annex B
to
Second Amended and Restated Grant Agreement**

Project Site Description

COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, SAID CORNER HAVING A MISSISSIPPI STATE PLANE EAST ZONE (NAD83(2011)) US SURVEY FEET COORDINATE OF N:1134415.44, E:2366434.80, A SCALE FACTOR OF 0.99995559 AND A CONVERGENCE ANGLE OF 0 DEGREES 07 MINUTES 20 SECONDS; THENCE EAST 1797.99 FEET; THENCE SOUTH 6782.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT (N:1127633.38, E:2368232.78); THENCE SOUTH 00 DEGREES 07 MINUTES 16 SECONDS EAST 2109.79 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS WEST 1425.0 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 16 SECONDS WEST 2109.79 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST 1425.0 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 69.02 ACRES, MORE OR LESS, AND ALL BEING A PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 ALL IN SECTION 28, TOWNSHIP 9 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI.