

Execution Version

MEMORANDUM OF UNDERSTANDING
AMONG
CONTINENTAL TIRE THE AMERICAS, LLC
THE STATE OF MISSISSIPPI
AND
CERTAIN STATE AND LOCAL SUPPORTING GOVERNMENTAL ENTITIES

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EXHIBITS AND SCHEDULES:

Exhibit A	Map – Adjacent Parcels
Exhibit A-1	Map – Adjacent Parcels - South
Schedule 1.01(b)	Form of Additional Aid Agreement
Schedule 1.01(e)	Adjacent Parcels – Description
Schedule 1.01 (x)	Core Project Site – Description
Schedule 1.01 (xxx)	Permitted Encumbrances
Schedule 1.01 (jjjj)	Reimbursement Process
Schedule 6.01(a)	Additional Site Preparation Work
Schedule 6.01(b)	Preliminary Site Design Requirements
Schedule 6.01(d)	Engineering Oversight
Schedule 8.01	Industrial Access Road Improvements
Schedule 9.01	Rail Improvements
Schedule 10.01(a)	Water Supply Improvements
Schedule 10.03(a)	Wastewater Improvements
Schedule 12.01(a)	Workforce & Temporary Office Costs
Schedule 12.01(b)	Workforce & Temporary Office Costs
Schedule 16.13	Guaranty

PREAMBLE

This Memorandum of Understanding (this "Agreement") is made effective as of February 8, 2016, by and among THE STATE OF MISSISSIPPI (the "State"), the MISSISSIPPI DEVELOPMENT AUTHORITY ("MDA") and the MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY (the "Authority") acting for and on behalf of the State, HINDS COUNTY, MISSISSIPPI (the "County"), THE CLINTON PUBLIC SCHOOL DISTRICT (the "CPSD"), THE CITY OF CLINTON, MISSISSIPPI (the "City"), HINDS COMMUNITY COLLEGE ("HCC"), THE MISSISSIPPI COMMUNITY COLLEGE BOARD ("MCCB") (both HCC and MCCB joining solely in connection with their agreements sets forth in *Article XII* hereof, the HINDS COUNTY ECONOMIC DEVELOPMENT AUTHORITY ("HCEDA," and together with MDA, the Authority, the County, the CPSD and the City, the "Inducers") and CONTINENTAL TIRE THE AMERICAS, LLC, together with its successors and assigns permitted under this Agreement (the "Company," and together with the Inducers, the "Parties").

RECITALS

WHEREAS, the Company has been seeking a desirable location to construct, develop and operate a new tire manufacturing plant and related facilities, which is expected to result in the employment of at least two thousand five hundred (2,500) new, Full-Time Jobs (as defined below) and is expected to require a capital investment by the Company of at least One Billion Four Hundred Fifty Million Dollars (\$1,450,000,000);

WHEREAS, the Inducers recognize that Company could locate the Project (as defined below) in other locations and want to encourage Company to locate the Project in the County for the benefit of the citizens of the State and the constituents of each of the Inducers, and have made specific proposals to the Company for the purpose of inducing the Company to locate the Project at the Project Site;

WHEREAS, in connection with its desire to provide the incentives described herein to the Company, the Mississippi Legislature passed House Bill No. 1, First Extraordinary Session, 2016 (the "Enabling Legislation"), which the Governor of the State (the "Governor") signed into law;

WHEREAS, the Company and the Inducers are desirous of having such proposals and inducements, including without limitation those specifically authorized by the Enabling Legislation, set forth in a valid, binding and enforceable agreement among them;

WHEREAS, on the date upon which this Agreement has been signed by authorized representatives of the last of the Parties hereto (the "Effective Date") the commitments and inducements contained in this Agreement for which each Inducer is designated as responsible shall become the legally binding obligations of such entity for and in consideration of the Company's decision to locate the Project within the State; and

WHEREAS, any reference herein to a "Code Section" shall be deemed to refer to the Mississippi Code of 1972, as amended.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Specific Defined Term. Except as otherwise defined herein, the following capitalized terms shall be defined as follows:

(a) **“Accelerated Bidding”** shall have the meaning ascribed to such term in *Section 14.01*.

(b) **“Additional Aid Agreement”** shall mean that certain Additional Aid Agreement for the Provision of Firefighting, Hazardous Materials Emergency Response, Technical Rescue and Medical Response Assistance substantially in the form of **Schedule 1.01(b)**, dated on or about the Effective Date, between the Company, the County and the City pursuant to which the County and the City agree to provide certain fire protection, hazardous materials emergency response, technical rescue and medical response assistance services to the Company and other occupants or users of the Project Site.

(c) **“Additional Foundation Work”** shall have the meaning ascribed to such term in *Section 6.01(a)*.

(d) **“Additional Inside-the-Fence Grant”** shall have the meaning ascribed to such term in *Section 7.02*.

(e) **“Adjacent Parcels”** shall mean certain parcels of land more specifically described on **Schedule 1.01(e)** and depicted as the “Adjacent Parcels” on the map included in **Exhibit A**;

(f) **“Adjacent Parcels – South”** shall mean those Adjacent Parcels described on **Schedule 1.01(e)** that are depicted as the “Adjacent Parcels – South” on the map included in **Exhibit A-1**;

(g) **“Adjacent Parcels – South Net Cost”** shall have the meaning ascribed to such term in *Section 8.05*.

(h) **“Adjacent Parcels Acquisition Grant”** shall have the meaning ascribed to such term in *Section 4.06*.

(i) **“Adjacent Parcels Cost”** shall mean the aggregate cost to acquire the Adjacent Parcels, including, without limitation, the purchase price under an Adjacent Parcel Option, the cost of any mineral interests, surface, subsurface or mineral waivers and timber. The aggregate purchase price is estimated to be approximately Four Million Four Hundred Fifty-eight Thousand Dollars (\$4,458,000.00).

(j) **“Adjacent Parcel Options”** means those certain valid, assignable option agreements between the HCEDA and the owners of the Adjacent Parcels pursuant to which the HCEDA has the right to acquire the Adjacent Parcels.

(k) **“Ad Valorem Tax Agreement”** means that certain agreement, dated on or about the Effective Date, between the Company, the County, the City, the Hinds County Tax Assessor, the Authority and MDA granting to the Company and its Affiliates a Fee-in-Lieu of ad valorem taxes pursuant to Code Section 27-31-104 and the Enabling Legislation, and setting forth other agreements between all or certain of such parties with respect to ad valorem tax matters.

(l) **“Affiliate”** means any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Company; provided that for such purposes, the term “control” and its derivatives shall mean legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of such Person, or actual managerial or operational control over such Person. For the avoidance of doubt, the following enterprises are agreed to be Affiliates of the Company (although not intended to be the only Affiliates of the Company): Continental Automotive Systems, Inc. and Contitech North America, Inc.

(m) **“Agreement”** shall have the meaning ascribed to such term in the Preamble hereof.

(n) **“Applicable Accounting Rules”** shall mean the accounting principles generally recognized as applicable to the Company and the Company’s businesses and pursuant to which the Company regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

(o) **“Authority”** shall have the meaning ascribed to such term in the Preamble hereof

(p) **“Business Day”** shall mean any day that is not a Saturday, a Sunday or a day on which banking institutions in the State are authorized or required by law to close.

(q) **“Capital Investment”** shall mean any expenditures of the Company or its Affiliates for the Project which can be capitalized under Applicable Accounting Rules, whether or not the Company, or its Affiliates, if applicable, elects to capitalize the same, as reflected in the Company’s or such Affiliate’s financial statements, including, but not limited to, all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, any buildings and other real property improvements, fixtures, equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs, wetland mitigation costs, environmental mitigation costs, permitting costs, and any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing. For the avoidance of any doubt, the term “Capital Investment” shall, for purposes of this Agreement, also be deemed to include all

contributions by the Company or its Affiliates (using funds from any source other than funds provided by any Inducer) to Kansas City Southern Railway Company (Meridian Speedway, LLC), Entergy Mississippi, Inc., Atmos Energy or any other utility provider or any of their respective Affiliates, which are utilized to acquire, install and/or construct any rail or utility-related infrastructure in the County required or desirable for the Project, even if such infrastructure will not be owned by the Company. The term "Capital Investment" shall, for purposes of this Agreement, also include the cost of buildings and equipment which are leased by the Company under one or more operating leases and used for the manufacture or storage of the Company's raw materials, work in process and finished products such as racks, shelving systems, storage systems, pallets, tugs, yard trucks, fork trucks and similar fixtures and equipment used in a regional distribution center provided that any such leased property must be subject to ad valorem taxation by the County or a Fee-in-Lieu as provided in the Ad Valorem Tax Agreement.

(r) "CDE" shall have the meaning ascribed to such term in *Section 13.08*.

(s) "City" shall have the meaning ascribed to such term in the Preamble hereof.

(t) "Clawback Funds" shall mean all funds, up to a maximum of Two Hundred Sixty-One Million Six Hundred Ninety-One Thousand Two Hundred Dollars (\$261,691,200.00), actually expended by the State, or provided by the State to the Company as a reimbursement of the Company's costs or expenses in connection with the Project, pursuant to the following sections of this Agreement:

(i) Section 4.04 Wetlands Mitigation;

(ii) Section 4.06 Property Cost Reimbursement;

(iii) Section 6.01 Site Preparation;

(iv) Section 6.06 Related Reimbursements, but excluding any reimbursement pursuant to clause (y) of said Section 6.06 and only to the extent such Related Reimbursements are not included in other categories of Clawback Funds.

(v) Section 7.01 State Support for Initial Inside-the-Fence Improvements;

(vi) Section 7.02 State Support for Additional Inside-the-Fence Improvements;

(vii) Section 8.01 Industrial Access Road Improvements; provided, however, that only such portion funded by the State through the Authority (*i.e.*, \$30.5 million) will be Clawback Funds;

(viii) Section 9.01 Rail Access to Project Site and Funding Support;

(ix) Section 10.01 Water Supply Improvements;

- (x) Section 10.03 Wastewater Improvements;
- (xi) Section 12.01(a) Workforce Funding Support and Temporary Office Space; and
- (xii) Section 12.02(a) Training Facility Funds.

(xiii) Section 14.06 Authority Loan to the HCEDEA or the County; provided, however, that such loan shall not be deemed to be "Clawback Funds" while the Ad Valorem Tax Agreement remains in effect; and, provided further, that if the Ad Valorem Tax Agreement has been terminated, only that portion of such loan to the HCEDEA or the County, as applicable, which has actually been paid to HCEDEA or the County, as applicable, and which has not been repaid by HCEDEA or the County, as applicable, using the proceeds of the Dedicated Loan Revenue (as defined in the Ad Valorem Tax Agreement) received from the Project or otherwise, shall be subject to repayment as Clawback Funds. For avoidance of doubt, in no event shall the total of the Company's Clawback obligations with respect to the Local Authority Loan to HCEDEA or the County, as applicable, and payment obligations under the Ad Valorem Tax Agreement with respect to the Local Authority Loan to HCEDEA or the County, as applicable, create an obligation to repay more than the actual amount of such loan made to and disbursed by HCEDEA or the County, as applicable.

Notwithstanding the limitation on the aggregate amount of Clawback Funds described above, the total amount of Clawback Funds shall be further and additionally deemed to include any costs incurred by the State, the Authority and/or MDA including, without limitation, attorney's fees and expenses to collect such funds from the Company to the extent such funds are due and payable, but are not timely paid, by the Company in accordance with *Article XV* or by the Company's Parent in accordance with *Section 16.13*.

(u) "**Clawback Notice**" shall mean either an Investment Clawback Notice or a Jobs Creation Clawback Notice, as the context may require.

(v) "**Company**" shall have the meaning ascribed to such term in the Preamble hereof.

(w) "**Company Reimbursement Amount**" shall have the meaning ascribed to such term in the Exclusivity Agreement.

(x) "**Core Project Site**" shall mean that certain parcel of land constituting approximately 635 acres, which is more specifically described on **Schedule 1.01(x)** and depicted as the "Potter Core Project Site" on the map included in **Exhibit A**.

(y) "**Core Project Site Acquisition Grant**" shall have the meaning ascribed to such term in *Section 4.06*.

(z) "**Core Project Site Closing Date**" shall have the meaning ascribed to such term in *Section 4.02(b)*.

(aa) **“Core Project Site Cost”** shall mean the cost to acquire the Core Project Site and all Core Project Site Ownership Rights, other than the Core Project Site Minerals, based upon the current appraised value of Three Million Five Hundred Fifty-Six Thousand Dollars (\$3,556,000.00).

(bb) **“Core Project Site Minerals”** shall have the meaning ascribed to such term in Section 4.02(a).

(cc) **“Core Project Site Minerals Cost”** shall mean the cost to acquire the Core Project Site Minerals and related Core Project Site Ownership Rights in an amount equal to Nine Hundred Fifty-One Thousand Dollars (\$951,000.00).

(dd) **“Core Project Site Ownership Rights”** shall have the meaning ascribed to such term in Section 4.02(a).

(ee) **“County”** shall have the meaning ascribed to such term in the Preamble hereof.

(ff) **“Effective Date”** shall have the meaning ascribed to such term in the Recitals hereof.

(gg) **“Enabling Legislation”** shall have the meaning ascribed to such term in the Recitals hereof.

(hh) **“Exclusivity Agreement”** shall mean that certain Letter of Agreement, dated August 24, 2015 executed by MDA, Hinds Forward, Inc. and J.M. Mullis, Inc. and amended on December 1, 2015, and January 29, 2016.

(ii) **“Fee-in-Lieu”** shall mean a Fee-in-Lieu of ad valorem taxation as defined in the Ad Valorem Tax Agreement.

(jj) **“Force Majeure”** means any of the following: (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, tornados and other such extreme weather events); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) riots, commotion, or other disorder, unless solely restricted to employees of the Company or its Affiliates; (v) acts or threats of terrorism; or (vi) any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which by the exercise of due diligence, such party is or would have been unable to prevent or overcome and which has a material adverse effect on the performance of any Party’s obligations herein (specifically including, but not limited to, Other Permitted Delays, but only for the permitted term of such delay as provided in Section 1.01(uuu)).

(kk) **“Franchise Tax Fee-in-Lieu Agreement”** shall have the meaning ascribed to such term in *Section 13.03*.

(ll) **“Freeport Warehouse Exemption”** shall have the meaning ascribed to such term in Section 13.07(b).

(mm) **“Full-Time Job”** shall mean a job of no less than thirty-five (35) hours per week which did not exist in the State before the Effective Date and shall include such employment at the Project Site and up to two hundred (200) new, direct off-site jobs located elsewhere in the State. The term “Full-Time Job” shall also include any employee meeting the preceding definition who is: (i) a direct employee of the Company or an Affiliate; or (ii) a person employed on a contractual basis through a third party contracting service or by an independent contractor of the Company or an Affiliate if the same are assigned full time to Project activities, receive benefits in addition to wages and are under the will and control of the Company or an Affiliate thereof. In order for an employee of an Affiliate, a third party employee leasing enterprise or an independent contractor to be considered a “Full-Time Job” for purposes of this Agreement, such employer must maintain and make available its employment records as required by the MDES and/or State OSA to verify such employment data.

(nn) **“Full-Time Jobs Threshold”** shall mean two thousand two hundred fifty (2,250) Full-Time Jobs.

(oo) **“Governor”** shall mean the Governor of the State of Mississippi.

(pp) **“Guarantor”** shall have the meaning ascribed to such term in *Section 16.13*.

(qq) **“HCC”** shall have the meaning ascribed to such term in the Preamble hereof.

(rr) **“HCEDA”** shall have the meaning ascribed to such term in the Preamble hereof.

(ss) **“Income Tax Exemption”** shall have the meaning ascribed to such term in *Section 13.02(a)*.

(tt) **“Income Tax Exemption Commencement Date”** shall have the meaning ascribed to such term in *Section 13.02(a)*.

(uu) **“Inducer Delay”** shall mean: (i) any delay resulting from the failure of an Inducer or MDOT to timely complete any of the Infrastructure Obligations which the Inducers have committed to provide or cause to be provided hereunder and (ii) any delay in required permit and license issuance as provided in *Section 5.02*.

(vv) **“Inducers”** shall have the meaning ascribed to such term in the Preamble hereof.

(ww) **“Industrial Access Road”** shall have the meaning ascribed to such term in *Section 8.01*.

(xx) **“Industrial Access Road Funds”** shall have the meaning ascribed to such term in *Section 8.01*.

(yy) **“Industrial Access Road Improvements”** shall have the meaning ascribed to such term in *Section 8.01*.

(zz) **“Infrastructure Obligations”** shall mean, collectively, the obligations of each of the Inducers hereunder and MDOT to complete the construction of the Pad Ready Site, the Industrial Access Road Improvements, the Water Supply Improvements and the Wastewater Improvements on or before the respective completion deadline set forth herein for each such Inducer commitment.

(aaa) **“Initial Inside-the-Fence Grant”** shall have the meaning ascribed to such term in *Section 7.01*.

(bbb) **“Investment Clawback Notice”** shall have the meaning ascribed to such term in *Section 15.03(a)(ii)*.

(ccc) **“Investment Commitment”** shall have the meaning ascribed to such term in *Section 3.02(a)*.

(ddd) **“Jobs Creation Clawback Notice”** shall have the meaning ascribed to such term in *Section 15.03(a)(iv)*.

(eee) **“Jobs Creation Commitment”** shall have the meaning ascribed to such term in *Section 3.02(b)*.

(fff) **“Jobs Maintenance Commitment”** shall have the meaning ascribed to such term in *Section 3.02(b)*.

(ggg) **“Jobs Maintenance Period”** means a period of five (5) consecutive years following the year in which the Company satisfies its Jobs Creation Commitment.

(hhh) **“Local Authority Grant”** shall have the meaning ascribed to such term in *Section 14.06*.

(iii) **“Local Authority Loan”** shall have the meaning ascribed to such term in *Section 14.06*.

(jjj) **“Local Authority Loan Agreement”** shall have the meaning ascribed to such term in *Section 14.06*.

(kkk) **“Local Entities”** shall mean the County, the City, the CPSD and HCEDA.

(lll) **“Maximum Inducer Commitment”** shall have the meaning ascribed to such term in *Section 15.04*.

(mmm) **“MCCB”** shall mean the Mississippi Community College Board.

(nnn) “**MDA**” shall have the meaning ascribed to such term in the Preamble hereof.

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

(ppp) “**MDES**” shall mean the Mississippi Department of Employment Security.

(qqq) “**MDOR**” shall mean the Mississippi Department of Revenue.

(rrr) “**MDOT**” shall mean the Mississippi Department of Transportation.

(sss) “**MS QEI Tax Credits**” shall have the meaning ascribed to such term in *Section 13.08*.

(ttt) “**MS NMTC Statute**” shall have the meaning ascribed to such term in *Section 13.08*.

(uuu) “**Other Permitted Delays**” shall mean delays cause by: (i) bankruptcy of the Company’s general contractor or termination of the general contractor for cause as permitted by the standard form AIA construction contract and which results in a delay of more than thirty (30) days in completion of the Project; provided, however, that no delay longer than one hundred eighty (180) days shall be permitted; (ii) weather delays in excess of that permitted under a standard form AIA construction contract; provided, however, that no delay of more than ninety (90) days shall be permitted; and (iii) delays in installation of electric and gas infrastructure by third parties and the provision of utility services necessary for operation of the Project by such utility providers, except to the extent caused by an act or omission of the Company.

(vvv) “**Oversight Fee**” shall have the meaning ascribed to such term in Section 6.01(d).

(www) “**Parties**” shall have the meaning ascribed to such term in the Preamble hereof.

(xxx) “**Permitted Encumbrances**” shall mean those liens, encumbrances, easements, tenancies, reservations, conditions, charges, agreements, encroachments and other exceptions to title described in **Schedule 1.01(xxx)** and those voluntary encumbrances that will not survive conveyance to the Company with respect to the Core Project Site.

(yyy) “**Person**” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

(zzz) **“Post-employment Training”** shall mean skills training provided to employees or after an offer of employment and acceptance of employment by an applicant. Post-employment Training is used to provide company-specific and job-specific training.

(aaaa) **“Project”** shall mean a new industrial manufacturing enterprise engaged in the manufacture of tires or other related rubber or automotive products resulting in an aggregate Capital Investment by the Company and its Affiliates of not less than One Billion Four Hundred Fifty Million Dollars (\$1,450,000,000), which will result in the creation of at least two thousand five hundred (2,500) new, Full-Time Jobs with an overall average annual salary or wage, excluding the value of any benefits which are not subject to Mississippi income tax, of at least Forty Thousand Dollars (\$40,000).

(bbbb) **“Project Commitments”** means collectively the Jobs Creation Commitment, the Jobs Maintenance Commitment and the Investment Commitment.

(cccc) **“Project Property”** shall mean all real and/or personal property or property interests, including, without limitation, raw materials, work in process, finished goods inventory, machinery, equipment, special tools (such as dies, molds and jigs), real property improvements and real property interests such as easements, used in, or necessary or desirable to the operation of the Project and located on the Project Site or otherwise in the County, including any replacements thereof, which are (i) owned, leased or subleased by the Company, including but not limited to any such property leased or subleased from the County or any other governmental or quasi-governmental entity, and (ii) subject to ad valorem tax assessment by the County, including properly subject to a Fee-in-Lieu under the Ad Valorem Tax Agreement.

(dddd) **“Project Site”** shall mean, collectively, the Core Project Site and those Adjacent Parcels which are acquired by the Company, less any portions thereof conveyed to MDOT.

(eeee) **“Public Procurement Participation Process”** shall have the meaning ascribed to such term in *Section 14.02*.

(ffff) **“Rail Improvements”** shall have the meaning ascribed to such term in *Section 9.01(a)*.

(gggg) **“Rail Grant”** shall have the meaning ascribed in such term in *Section 9.01(a)*.

(hhhh) **“Rebate Program”** shall have the meaning ascribed to such term in *Section 13.06(a)*.

(iiii) **“Rebate Program Commencement Date”** shall have the meaning ascribed to such term in *Section 13.06(b)*.

(jjjj) **“Reimbursement Process”** shall have the meaning ascribed to such term in **Schedule 1.01(jjjj)**.

(kkkk) **“Related Reimbursements”** shall have the meaning ascribed to such term in Section 6.06.

(llll) **“Site Design Requirements”** shall have the meaning ascribed to such term in Section 6.01(b).

(mmmm) **“Site Preparation Period”** shall have the meaning ascribed to such term in Section 4.05(a).

(nnnn) **“Site Preparation Work”** shall have the meaning ascribed to such term in Section 6.01(a), and shall further include provision and installation of the items outlined on Schedule 6.01(a).

(oooo) **“Start of Commercial Production”** shall mean the date upon which commercial production of tires or other related rubber or automotive products for sale to wholesale and/or retail customers commences, exclusive of any production for testing or trials.

(pppp) **“Start of Initial Complete Tire Production”** shall mean the date on which the building on the Project Site which houses the Company’s manufacturing equipment has been completed to the extent that such building and equipment is capable of producing a completed tire at the Project Site, and in fact has produced a tire, which shall include any tire produced for testing and trials.

(qqqq) **“Start of Initial Cured Tire Production”** shall mean the date upon which the building on the Project Site which houses the Company’s manufacturing equipment has been completed and sufficiently equipped to the extent that such building and equipment is capable of curing a tire at the Project Site, and in fact has cured a tire, which shall include tires cured for testing and trials.

(rrrr) **“State”** shall mean the State of Mississippi.

(ssss) **“State OSA”** shall mean the Mississippi Office of the State Auditor.

(tttt) **“Tax Incentives”** shall have the meaning ascribed to such term in Section 13.01.

(uuuu) **“Training Facility Costs”** shall have the meaning ascribed to such term in Section 12.02(a).

(vvvv) **“Training Facility Funds”** shall have the meaning ascribed to such term in Section 12.02(a).

(wwww) **“Wastewater Improvements”** shall have the meaning ascribed to such term in Section 10.03(a).

(xxxx) **“Water Supply Funds”** shall have the meaning ascribed to such term in Section 10.01(a).

(yyyy) **“Water Supply Improvements”** shall have the meaning ascribed to such term in *Section 10.01(a)*.

(zzzz) **“Wetlands Mitigation”** shall have the meaning ascribed to such term in *Section 4.04*.

(aaaa) **“Wetlands Mitigation Funds”** shall have the meaning ascribed to such term in *Section 4.04*.

(bbbb) **“WJC”** shall mean the Workforce Investment Network Jobs Center(s) administered by MDES.

(cccc) **“Workforce and Temporary Office Grant”** shall have the meaning ascribed to such term in *Section 12.01(a)*.

(dddd) **“Workforce and Temporary Office Costs”** shall have the meaning ascribed to such term in *Section 12.01(a)*.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “asset” and “property” shall be construed to have the same meaning and effect. The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements, amendments or restatements or other modifications set forth in any such document), (b) any reference herein to any person shall be construed to include such person’s permitted successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, Schedules and Annexes shall be construed to refer to Articles and Sections of, and Exhibits, Schedules and Annexes to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. All references to “days” shall be construed to mean calendar days unless otherwise specified.

ARTICLE II GENERAL OBLIGATIONS OF THE PARTIES

Section 2.01 Company’s Commitment. For and in consideration of the commitments of each of the Inducers as expressed herein, the Company agrees to locate the Project on the Project Site, and to perform its other commitments stated herein.

Section 2.02 Inducers' Commitments. For and in consideration of the commitments of the Company as expressed herein, the Inducers each agree to perform their respective commitments stated herein.

ARTICLE III THE COMPANY'S COMMITMENTS

Section 3.01 Location of Project. The Company acknowledges and agrees that the Project will be located on the Project Site, except that as many as two hundred (200) Full-Time Jobs may be located elsewhere in the State.

Section 3.02 Project Commitments. The Company commits that the Project will result in the following:

(a) a Capital Investment in the County by the Company from any source or combination of sources, excluding any funds contributed by the Inducers, in accordance with this Agreement, of not less than One Billion Four Hundred Fifty Million Dollars (\$1,450,000,000.00) by no later than December 31, 2028 (the "Investment Commitment"), as such date may be extended (i) by one day for each day of delay due to event of Force Majeure, and (ii) by two days for each day of delay due to Inducer Delays; and

(b) the creation of not less than Two Thousand Five Hundred (2,500) new Full-Time Jobs with an overall average annual salary or wage for employees of the Company, excluding the value of any benefits which are not subject to Mississippi income tax, of at least Forty Thousand Dollars (\$40,000) by no later than December 31, 2028, as such date may be extended (i) by one day for each day of delay due to event of Force Majeure, and (ii) by two days for each day of delay due to Inducer Delays, (the "Jobs Creation Commitment"), and the maintenance of such number of jobs for the Jobs Maintenance Period (the "Jobs Maintenance Commitment"). For purposes of this Agreement, the determination of the number of new, Full-Time Jobs created or maintained in each calendar year shall be based upon the actual number of the employees as of December 31 of each year as reported to the MDES by the Company. The Parties further agree that a Full-Time Job shall be deemed maintained if it is filled within ninety (90) days after having been vacated.

Section 3.03 Legal Compliance. The Company agrees to comply in all material respects with all federal, State and local laws related to the Project, including without limitation the provision of any Company information and documentation (e.g., employment data) required in connection with the incentive programs as described in this Agreement.

Section 3.04 Additional Program Forms. The Company acknowledges that there are other statutory, regulatory or administrative forms to be completed and statutory and guideline requirements to be met relative to the various program incentives described herein, and the Company hereby agrees to timely and properly submit such forms to the applicable Inducer and/or other State or local agency; provided, however, that the Inducers acknowledge and agree that the incentives and benefits afforded the Company by the Inducers pursuant to this Agreement are not intended to be unreasonably delayed, withheld or forfeited merely for reasons that do not constitute noncompliance with a material, clearly-defined requirement (e.g., a

failure to comply with an immaterial administrative policy or guideline that is not prescribed by statute or regulation) so long as the Company is making diligent and good faith efforts to comply with all material policy and guideline requirements.

Section 3.05 Mississippi Employment Protection Act. The Company acknowledges that it is subject to the requirements of the Mississippi Employment Protection Act, Code Section 71-11-3, and hereby covenants and agrees to adhere to and abide by the requirements of said Act. The Company specifically agrees that it will register and participate in the status verification system for all newly hired employees from the effective date of this Agreement. The Company will maintain records of such compliance as required by the Act and, upon request, provide a copy of each such verification to the State. The Company further acknowledges that a violation of the Act will constitute a default hereunder and provide the State, City and County with the right to terminate this Agreement and any further obligations of the State, City or County to provide any of the incentives described herein; provided, however, that the obligation of the Company set forth in *ARTICLE XV* and the Guarantor set forth in Section 16.13 shall survive such termination.

ARTICLE IV PROJECT SITE CONVEYANCE

Section 4.01 Generally. In accordance with the Land Ordinance of 1875 adopted by the United States Congress and subsequent applicable laws, the Core Project Site is owned by the State and held in trust for the benefit of the CPSD, and in accordance with Code Section 29-3-1 et seq., is subject to the control and management by the CPSD, as trustee. The Adjacent Parcels are owned by private Persons, and the HCEDA has an option to purchase each of the Adjacent Parcels pursuant to the Adjacent Parcel Options.

Section 4.02 Core Project Site.

(a) *Core Project Site Representations*. The State owns good and marketable fee simple title in and to, all ownership rights in and to, the Core Project Site, which ownership rights include, without limitation, the surface, air rights, access rights, development rights, the Core Project Site Minerals (as defined below), all easements benefiting the Core Project Site and any and all other rights, buildings, structures, fences and other permanent improvements, whether on, above or below the surface (collectively, the "Core Project Site Ownership Rights") free and clear of the rights of any third parties to use, possess or access same, and free and clear of all liens, encumbrances, easements, tenancies, reservations, conditions, charges, agreements, encroachments, and other exceptions to title, except the Permitted Encumbrances. Pursuant to the authority granted in the Enabling Legislation, MDA, on behalf of the State, and the CPSD have full and exclusive authority to sell the Core Project Site, including all of the Core Project Site Ownership Rights. On or before the Core Project Site Closing Date, the State and the CPSD will complete all actions and obtain all approvals necessary to convey fee simple title to the Core Project Site, including all of the Core Project Site Ownership Rights, to the Company. From the Effective Date until the Core Project Site Closing Date, neither the State nor the CPSD shall grant or place, or permit to be granted or placed, any liens, encumbrances, easements, tenancies, reservations, conditions, charges, agreements, encroachments, and other exceptions to title upon the Core Project Site or any of the Core Project Site Ownership Rights, except the Permitted

Encumbrances. The “Core Project Site Minerals” shall mean all surface and subsurface water rights, minerals, gas, oil, and other hydrocarbons, carbon dioxide, coal, lignite, clay, sand, gravel, and bauxite and all mineral rights of every kind and nature, including, without limitation, all executory rights, leasing rights, royalty, overriding royalty and working interest rights, and all surface and subsurface mining and extraction rights.

(b) *Core Project Site Price and Conveyance.* As authorized in the Enabling Legislation, MDA, on behalf of the State, and the CPSD agree to sell and convey the Core Project Site, including all of the Core Project Site Ownership Rights, to the Company for an amount equal to the sum of the Core Project Site Cost and the Core Project Site Minerals Cost, which amounts shall be paid by the Company. The sale and conveyance of the Core Project Site, including all Core Project Site Ownership Rights, to the Company shall occur on a date (the “Core Project Site Closing Date”) agreed upon by the Company, after the State and the CPSD have satisfied the requirements of *Section 4.02(a)*, but not later than September 15, 2016, unless otherwise agreed upon in writing by the Company, MDA, on behalf of the State, and the CPSD. Upon receipt by the CPSD of funds in an amount equal to the sum of the Core Project Site Cost and the Core Project Site Minerals Cost, MDA, on behalf of the State, and the CPSD shall convey by one or more special warranty deeds the Core Project Site and the Core Project Site Minerals, including all Core Project Site Ownership Rights, to the Company. Within ten (10) Business Days of the Effective Date, the Company shall pay to the CPSD an amount equal to ten percent (10%) of the Core Project Site Minerals Cost as a deposit toward the purchase of the Core Project Site Minerals, which payment shall be non-refundable except in the event that the Company does not acquire the Core Project Site Minerals as a result of a default by the State or the CPSD of their obligations set forth in this *Section 4.02*. The above referenced deposit shall be applied to the Core Project Site Mineral Cost at the closing of the conveyance thereof.

(c) *Mineral Royalty Interest and Reverter.* The conveyance of the Core Project Site Minerals shall be subject to a reservation by the State, in trust for the benefit of the CPSD, of a non-participating royalty interest equal to twenty-five percent (25%) of any royalties payable from production of the Core Project Site Minerals. The Parties hereto understand and agree that the Company may decline or refuse to lease or develop the Core Project Site Minerals, and the Company shall not be liable to the State or the CPSD for the refusal or failure to develop said minerals. Further, the deed conveying the Core Project Site Minerals to the Company shall contain a reverter providing that, in the event that the actual Start of Commercial Production has not commenced on or before December 31, 2022 (as such date may be extended, (a) by one day for each day of delay due to an event of Force Majeure, and (b) by two days for each day of delay due to Inducer Delays) or upon the earlier receipt by the State or the HCEDA of written notification from the Company that the Company has elected to not proceed with the development of the Project on the Project Site as required by this Agreement, then the Core Project Site Minerals shall revert, without further action by any Party, to the State, in trust for the benefit of the CPSD.

Section 4.03 Adjacent Parcels. As of the Effective Date and as of the date of the assignment referenced in the next sentence, the Adjacent Parcel Options, true, accurate and complete copies of which were provided to the Company prior to the Effective Date, are in full force and effect and have not been modified, amended, assigned or encumbered in any way. Within thirty (30) days immediately following the Effective Date, the HCEDA shall assign all of

its interests in and to the Adjacent Parcel Options to the Company. The HCEDA shall not take, or permit to be taken, any action which would cause a default under any of the Adjacent Parcel Options, and, except as disclosed to the Company in writing, the HCEDA is not aware of a default under any Adjacent Parcel Option.

Section 4.04 Wetlands Mitigation. The State and the Company acknowledge that the State has obtained Permit No. RVH-MVK-2014-394 from the U.S. Army Corps of Engineers pursuant to, among other applicable laws, Section 404 of the Clean Water Act (33 U.S.C. 1344), for the benefit of, and at no cost to, the Company for the development of the Project. The mitigation activities necessary to implement the wetlands mitigation plan prescribed by Permit No. RVH-MVK-2014-394, as the same may be amended, include, without limitation, (a) the acquisition of credits from the applicable mitigation bank and/or (b) the acquisition of compensatory mitigation property and the performance of certain wetland enhancement and/or restoration activities, as contemplated in the aforesaid Permit and associated mitigation plan (the "Wetlands Mitigation"). The State, acting through the Authority, shall obtain all necessary consents and approvals to assign the permit to the Company and comply with Section 4.02 and, shall assign the permit to the Company on or before the Project Site Closing Date. Thereafter, the Company shall perform or cause to be performed the Wetlands Mitigation. The Authority shall provide to the Company a grant to reimburse the Company pursuant to *Section 6.06* and the Reimbursement Process for the costs and expenses incurred by the Company to fund the Wetlands Mitigation (the "Wetlands Mitigation Funds"). The cost of the Wetlands Mitigation is expected to be no more than Five Million Dollars (\$5,000,000.00). Any cost overrun or savings shall be reallocated as provided in Section 11.01.

Section 4.05 Project Site Access.

(a) *Grant of Access Rights*. During the period between the Core Project Site Closing Date and the completion of the Site Preparation Work by the Authority in accordance with *ARTICLE VI* (in the event that the Company elects to have the Authority perform or cause to be performed the Site Preparation Work in accordance with *Section 6.01(b)*) (the "Site Preparation Period"), the Company hereby grants to the Authority and its employees, officers, directors, contractors, engineers, agents and representatives, full and complete access to the Core Project Site for the purpose of performing or causing to be performed the Site Preparation Work in accordance with *ARTICLE VI*. During the Site Preparation Period, the Authority acknowledges and agrees that the Company may be performing activities on the Project Site, and the Authority and the Company each agree to coordinate and to cause their respective contractors, engineers, agents and representatives to coordinate their respective activities on the Project Site in order to avoid impeding, hindering or delaying the other. If the Company and the Authority are unable to coordinate their respective activities such that either the Company or the Authority must unavoidably delay work critical to either party's schedule, the Company may direct the Authority to delay performance of Site Preparation Work. However, in such event, the resulting delay in completion of Site Preparation work by the Authority will not be an Inducer Delay, but only for the term of delay caused by the Company's election to give priority to the Company's work.

(b) Access, Insurance & Indemnity Requirements.

(i) Authority's Indemnity Obligations. Without limiting the rights of the Company set forth in Section 6.05, to the extent that any contractor, engineer or other such agent or representative hired by the Authority to perform any portion of the Site Preparation Work is expected to enter upon the Project Site, the Authority shall require each such contractor, engineer or other such agent or representative to first procure and maintain customary liability insurance (*i.e.*, a comprehensive general liability insurance policy in an amount of not less than one Million and 00/100 Dollars (\$1,000,000) for any one occurrence and an aggregate amount of not less than Two Million and 00/100 Dollars (\$2,000,000) for property damage and personal injury (including death)) which shall designate the Company and its designees as an additional insured. The Authority will also require each such contractor, engineer or other agent or representative to contractually indemnify and hold harmless the Company and its designees with respect to any liability, claims or losses or any kind incurred by the Company (including costs of defense), arising from or related to the negligence and/or willful acts or omissions of such contractor, engineer or other such agent or representative occurring upon the Project Site.

(ii) Company Indemnity Obligations. To the extent that the Company or any contractor, engineer or other such agent or representative hired thereby must enter upon the Project Site during the Site Preparation Period for the purpose of performing any activities thereon while the Site Preparation Work is being performed (at the election of the Company) by the Authority, the Company (x) shall first procure and maintain customary liability insurance (*i.e.*, as described in subsection (i) immediately above) which shall designate the Authority as an additional insured, and hereby agrees to indemnify and hold harmless the Authority with respect to any liability, claims or losses or any kind incurred by the Authority (including costs of defense), arising from or related to the negligence and/or willful acts or omissions of the Company occurring upon the Project Site; and (y) shall first cause any such contractor, engineer or other such agent or representative thereof to procure and maintain customary liability insurance (*i.e.*, as described in subsection (i) immediately above) which shall designate the Authority as an additional insured, and contractually agree to indemnify and hold harmless the Authority with respect to any liability, claims or losses or any kind incurred by the Authority (including costs of defense), arising from or related to the negligence and/or willful acts or omissions of such contractor, engineer or other such agent or representative occurring upon the Project Site.

Section 4.06 Property Cost Reimbursement. Within thirty (30) days following the commencement of construction by the Company of the Project, as evidenced by (a) the execution of a definitive construction contract between the Company and its selected contractor for the construction of foundation pilings for the Project, and (b) the subsequent commencement of piling construction on the Project Site by such contractor, but no earlier than April 15, 2017, upon written request by the Company, the Authority shall provide a grant to the Company in an aggregate amount equal to the sum of (a) the Core Project Site Cost less payments made by MDOT to the Company to acquire portions of the Core Project Site for the Industrial Access Road (the "Core Project Site Acquisition Grant"), (b) the Adjacent Parcels Cost (the "Adjacent Parcels Acquisition Grant") less the Adjacent Parcels – South Net Cost previously reimbursed, and (c) all title insurance, survey, environmental and other due diligence and legal costs incurred by the Company with respect to the Core Project Site (including the Core Project Site Minerals) and the Adjacent Parcels.

Section 4.07 Real Property Re-Conveyance. In the event that the actual Start of Commercial Production has not commenced on or before December 31, 2022 (as such date may be extended, (a) by one day for each day of delay due to an event of Force Majeure, and (b) by two days for each day of delay due to Inducer Delays) or upon the earlier receipt by the State or the HCEDA of written notification from the Company that the Company has elected to not proceed with the development of the Project on the Project Site as required by this Agreement, the Company shall, upon written demand by the Authority and the HCEDA, convey the Core Project Site, including all Core Project Site Ownership Rights, but excluding the Core Project Site Minerals and related Core Project Site Ownership Rights which are subject to a reverter in favor of the CPSD, by special warranty deed to the HCEDA at no cost thereto, except for any credits to which the Company may be entitled as provided herein below. The deed conveying the Core Project Site from the State and the CPSD to the Company in accordance with *Section 4.02* shall contain such exceptions necessary to memorialize and notify any third-party of such obligation of the Company to re-convey the Core Project Site, including all of the Core Project Site Ownership Rights, to the HCEDA in such event and of the reverter in favor of the CPSD with respect to the Core Project Site Minerals; and such deed shall further provide that upon such re-conveyance, any rights or interests in or to the Project Site Ownership Rights granted by the Company to any third party (*i.e.*, any easements, rights-of-ways, security interests, etc.) shall be terminated and deemed null and void, unless consented to by the Authority and the HCEDA as provided in the sentence immediately below. Prior to the actual Start of Commercial Production or December 31, 2022 (as such date may be extended (a) by one day for each day of delay due to an event of Force Majeure, and (b) by two days for each day of delay due to Inducer Delays), whichever is earlier, the Company shall not grant to any person or entity, except as specifically permitted by *ARTICLES VI, VIII, IX and X* hereof, any rights or interests in or to the Core Project Site (*i.e.*, any easements, rights-of-ways, security interests, etc.) unless the Company first obtains the written consent of the Authority and the HCEDA, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of such re-conveyance of the Core Project Site to HCEDA pursuant to this Section and reversion of the Core Project Site Minerals to the State, as trustee for the benefit of the CPSD, the Authority will credit the Company with the total amount of the grant provided to the Company under *Section 4.06* and reimbursements under *Section 6.06*, including the Core Project Site Mineral Cost, against any clawbacks owed by the Company in accordance with this Agreement or any other amounts due and payable by the Company to any Inducer pursuant to any other written agreements between the Company and such Inducer.

ARTICLE V ANNEXATION, PERMITS AND LICENSES

Section 5.01 City Annexation. Pursuant to the express authority granted to the City in the Enabling Legislation, the City hereby agrees that, at all times during the thirty (30) year period immediately following the Effective Date, it shall not change the boundaries of the City, nor shall it take any actions with the direct or indirect intent to change the boundaries of the City, so as to include within the boundaries of the City the Core Project Site or any Adjacent Parcels not currently within the municipal boundaries of the City, unless the Company first consents in writing to such proposed City boundary change. The City further agrees and acknowledges that the provisions of this Section 5.01 shall be binding on the current and future governing authorities of the City, namely any future mayors and boards of aldermen.

Section 5.02 Permits and Licenses. The Company shall apply for and obtain from the County all applicable building permits required for the construction of the Project and shall comply with the International Building Codes and International Fire Codes promulgated by the International Code Council, together with all other applicable County codes, which are in effect upon the commencement of such construction; provided, however, that the County hereby agrees to waive any and all County fees and expenses associated with obtaining said permits. The Company shall apply for and obtain from the MDEQ all permits needed in the construction and operation of the Project. The County shall make available such personnel and dedicate such resources as are reasonably necessary to promptly review and respond to any permit applications and related submissions by the Company. The State shall assist the Company in assuring that the MDEQ will make available such personnel and dedicate such resources as are reasonably necessary to promptly review and respond to any permit applications and related submissions by the Company. The Company and the County shall cooperate and confer in advance of filing a permit application with respect to preliminary and draft applications to assist in the prompt submittal and approval of final applications. To the extent the Company has timely filed complete applications, any delay in issuance of required MDEQ permits within one hundred twenty (120) days of submission of a complete application, any delay in issuance of County permits within twenty (20) days of submission of a complete application, or any appeal that will prevent any of the same from becoming final will be an Inducer Delay. To the fullest extent allowed by law, the County shall treat as confidential and proprietary commercial information such portion of any application or associated data or information that the Company designates as confidential or as a trade secret and, upon request for disclosure of such information, will immediately notify the Company in strict accordance with Code Section 25-61-9 to protect from disclosure information designated by the Company as confidential or a trade secret. The State shall assist the Company in assuring that the MDEQ will, to the fullest extent allowed by law, treat as confidential and proprietary commercial information such portion of any application or associated data or information that the Company designates as confidential or as a trade secret and, upon request for disclosure of such information, will immediately notify the Company in strict accordance with Code Section 25-61-9 to protect from disclosure information designated by the Company as confidential or a trade secret.

Section 5.03 Privilege License. The County represents and warrants that if the Company is required to obtain a privilege license from the County, the same will be issued at no cost to the Company within five (5) Business Days following the date such license was requested by the Company and such license will be annually renewed thereafter upon request by the Company at no cost thereto.

ARTICLE VI PROJECT SITE PREPARATION

Section 6.01 Site Preparation. At the election of the Company, the Company or the State (acting through the Authority) shall perform or caused to be performed the Project Site improvement work necessary to cause the Project Site to be ready for construction by the Company (the "Site Preparation Work").

(a) *Site Preparation Work and Additional Foundation Work by the Company.* If the Company elects to perform or cause to be performed the Site Preparation Work, the

Company shall provide written notice thereof by June 15, 2016, and shall commence or cause to be commenced the remaining clearing and grubbing of the Project Site not later than October 1, 2016 (barring any delay arising from an event of Force Majeure). No Site Preparation Work other than the remaining clearing and grubbing must be commenced or otherwise undertaken prior to March 1, 2017 (barring any delay arising from an event of Force Majeure or an Inducer Delay) to the extent that, in the exercise of prudent construction practices, the performance of such work would not be cost efficient or effective during typical winter weather. The Company will also have to perform additional foundation work ("Additional Foundation Work") and incur additional costs to accommodate expansive soils at the Project Site and which expenditures will reduce the scope of Site Preparation Work. The estimated cost of Additional Foundation Work is Five Million Dollars (\$5,000,000.00). Subject to the terms of this Agreement, the State (acting through the Authority) shall reimburse the Company for its costs of Site Preparation Work (if performed by the Company) and Additional Foundation Work in accordance with the Reimbursement Process.

(b) *Site Preparation Work by the State.* If the Company elects to have the State (acting through the Authority) perform or cause to be performed the Site Preparation Work, the Company shall provide written notice thereof to the Authority not later than June 15, 2016, and following its receipt of said notice, the State, acting through the Authority, agrees to cause the Site Preparation Work to be performed and to pay all costs in connection therewith. The Company's preliminary site design requirements are attached as **Schedule 6.01(b)** ("Preliminary Site Design Requirements"). Following such election by the Company, but in no event later than June 15, 2016, the Company shall provide the Authority with the Company's design requirements and other informational items describing, among other things, all such activities, materials and improvements to prepare the Project Site for construction of buildings and Project-related improvements by the Company (collectively, the "Site Design Requirements"). The Authority, shall thereafter cause the Site Preparation Work to be performed in accordance with the Public Procurement Participation Process and the Site Design Requirements. Following completion of the Site Design Requirements, the Authority shall commence or cause to be commenced the remaining clearing and grubbing of the Project Site not later than October 1, 2016 (barring any delay arising from an event of Force Majeure); provided, however, that no other Site Preparation Work (*i.e.*, other than the remaining clearing and grubbing) must be commenced or otherwise undertaken prior to March 1, 2017 (barring any delay arising from an event of Force Majeure to the extent that, in the exercise of prudent construction practices, the performance of such work would not be cost efficient or effective during typical winter weather. Barring any delay arising from an event of Force Majeure, the State shall complete or cause to be completed the Site Preparation Work related to the pad for the Training Center by July 1, 2017, and the remaining Site Preparation Work on or before September 15, 2017 if the Authority receives the Site Design Requirements from the Company on or before June 15, 2016. The deadlines imposed on the Authority under this *Section 6.01(b)* shall be extended to the extent of any delay by the Company in performing its obligations under the Public Procurement Participation Process.

(c) *Site Preparation and Related Foundation Costs.* To properly address issues arising from expansive soils on the Core Project Site, the Company and Authority have agreed to a combination of Site Preparation Work and Additional Foundation Work having a total estimated cost of Forty-Six Million Dollars (\$46,000,000.00). Of that amount, the

estimated and budgeted cost of Site Preparation Work is Forty-One Million Dollars (\$41,000,000.00), and is to be expended by the Authority pursuant to Section 6.01(b) and (c) and Five Million Dollars (\$5,000,000.00) for Additional Foundation Work to be reimbursed to the Company as provided in Section 6.01(a). If engineering estimates or construction bids exceed such estimated and budgeted amount, the Authority and Company will work to reduce the costs of the Site Preparation Work by value engineering or re-engineering such work. If the final, actual cost is less than \$41,000,000.00, the difference (*i.e.*, \$41,000,000.00 less the actual cost) shall be reallocated pursuant to Section 11.01. If the Authority and Company agree that the cost to complete the Site Preparation Work must exceed \$41,000,000.00 to meet the Company's needs for the Project, then additional funds may be reallocated to fund such Site Preparation Work from other categories as provided in Section 11.01.

(d) *Authority Oversight.* The Authority will retain an independent engineer to oversee the Company's Site Preparation Work (if the Company performs Site Preparation Work) and Inside-the-Fence Work for which reimbursement is requested under Article VII. The scope of the Authority's oversight is defined in **Schedule 6.01(d)** and will be limited to verifying that the expenditures for which the Company will seek reimbursement from public funds have been actually incurred, and that such expenditures were made for the purposes authorized under this Agreement. Absent a dispute, oversight will end one hundred twenty (120) days after the Company's last reimbursement request. The selection of the engineer will be made pursuant to the Public Procurement Participation Process. The Authority acknowledges that certain information to be provided to or subject to inspection by the Authority or its independent engineer as part of the oversight process contains confidential and proprietary commercial information and trade secrets which, if disclosed, would cause irreparable injury to the Company and, consequently, will require its employees and its independent engineer to execute a non-disclosure agreement and will, to the fullest extent permitted by applicable law, protect from disclosure information designated by the Company as confidential or a trade secret, as further discussed in **Schedule 6.01(d)**. The actual and reasonable cost of such oversight (the "Oversight Fee") shall be deducted from the costs paid or reimbursed, as appropriate, for Site Preparation and the Inside-the-Fence Grants. The total of all Oversight Fees shall not exceed One Million Dollars (\$1,000,000.00).

Section 6.02 Authorizations. The Inducers agree that if any authorization, approval or consent of any governing body or other local government or agency or third party is required for any Party hereto to fulfill their respective obligations set forth in this *ARTICLE VI*, each such Inducer will use its best efforts to obtain such authorizations, approvals and consents in accordance with applicable laws and procedures.

Section 6.03 Zoning and Classification. The County and CPSD hereby represent and affirm that the Core Project Site has been properly reclassified as "industrial land" in accordance with Code Section 29-3-33. The County hereby represents and affirms that the Core Project Site and approximate 280 acre parcel to the north of the Core Project Site have been conditionally rezoned as Heavy Industrial District (I-2), subject only to the recordation in the County land records of the restrictive covenants approved by the Board of Supervisors of the County on January 18, 2016, which covenants shall be recorded in the County land records on the Core Project Site Closing Date or such later date, as the Company determines.

Section 6.04 Design and Construction. If the Authority performs the Site Preparation Work, the design and construction of the Site Preparation Work and payment of invoices shall be coordinated with the Company as provided in the Public Procurement Participation Process.

Section 6.05 Warranties, Insurance, Indemnities and Release of Liabilities. The Company and the Authority each acknowledges and agrees that the Company, in accordance with the Public Procurement Procedures, will have substantial input regarding the bid specifications, the language of any warranties, indemnities and/or insurance for design and construction, and the review of all invoices, as such, the Company's sole remedy, in connection with any defect of any kind (other than willful or intentional misconduct), shall be limited to such warranties provided under the design, construction and engineering contracts. The Authority shall make the Company a third-party beneficiary of such contracts or, upon the completion of the Site Preparation Work, shall assign any and all claims or causes of action for failure of an engineer, designer or contractor to observe the relevant duty of care and any and all warranties for design, construction and engineering, indemnities and/or insurance provided by any contractor, architect or engineer, etc., in connection with the Site Preparation Work, as authorized by the Enabling Legislation.

Section 6.06 Related Reimbursements. No later than October 1, 2016, the Authority shall provide to the Company a grant in an amount equal to the sum of (w) the Wetlands Mitigation costs, (x) the Company Reimbursement Amount, (y) the Core Project Site Minerals Cost, and (z) the Adjacent Parcel – South Net Cost; provided, however, if the Company shall have elected to perform the Site Preparation Work, then the Authority shall not be required to provide such grant until the Company shall have commenced the Site Preparation Work in accordance with *Section 6.01(a)*. Not later than October 1, 2016, the Authority shall make a payment to HCEDA in the amount of Two Hundred Seventy-Eight Thousand Dollars (\$278,000) to reimburse HCEDA for Project-related expenses incurred by HCEDA prior to July 1, 2015.

ARTICLE VII INSIDE-THE-FENCE IMPROVEMENTS

Section 7.01 State Support for Initial Inside-the-Fence Improvements. Subject to the terms of this Agreement and pursuant to the Enabling Legislation, the State, acting through the Authority, agrees to provide the Company with a grant (the "Initial Inside-the-Fence Grant") in the amount of Eighty-Nine Million Six Hundred Fifty-Thousand Dollars (\$89,650,000.00) to reimburse the Company for Capital Investments made by the Company to construct or install buildings and other real property improvements, including the installation of fixtures necessary to establish the Project, on the Project Site or otherwise in the County ("Inside-the-Fence Improvements"). The Inside-the-Fence Improvements shall include costs incurred on the Project Site for electric substation and fire protection improvements constructed, installed or otherwise placed in service by the Company on the Project Site.

Section 7.02 State and Local Support for Additional Inside-the-Fence Improvements.

(a) Upon request of the Company to the Authority and HCEDA and certification by the State as provided below, the State, acting through the Authority, agrees to provide the Company with a grant (the "Additional Inside-the-Fence Grant") to reimburse the

Company for expenditures made by the Company to construct or install Inside-the-Fence Improvements necessary to establish the Project on the Project Site or in the County. The Additional Inside-the-Fence Grant will be distributed as follows:

- (i) If the Start of Initial Complete Tire Production has occurred by December 31, 2019 and if the Company has achieved Start of Commercial Production by December 31, 2020, then the Additional Inside-the-Fence Grant will be made by the Authority when the Company has created five hundred (500) new, Full-Time Jobs.
- (ii) If the Project has failed to achieve the Start of Initial Complete Tire Production or the Start of Commercial Production by the dates set forth in Section 7.02(a)(i) above, then the Additional Inside-the-Fence Grant will be made by the Authority when the Company has created six hundred fifty (650) new, Full-time Jobs.

The amount of the Additional Inside-the-Fence Grant shall be: Two Hundred Forty-One Million Six Hundred Ninety-one Thousand Two Hundred Dollars (\$241,691,200.00), less costs of issuance, less amounts expended for other categories of Clawback Funds, less the amount of the Oversight Fee expended, plus the amount of the Local Authority Grant.

(b) On or before the date the State makes available to the Company the Additional Inside-the-Fence Grant, the HCEA will make available to the State the Local Authority Grant. The State will disburse the Local Authority Grant to the Company for the same purpose and under the same criteria and timetable as the Additional Inside-the-Fence Grant.

Section 7.03 Mechanics and Timing for Disbursement. The Initial Inside-the-Fence Grant shall be disbursed in accordance with the Reimbursement Process. The Additional Inside-the-Fence Grant and the Local Authority Grant shall be disbursed by the Authority in accordance with the Reimbursement Process after the date set forth in Section 7.02(a).

Section 7.04 Reallocation. The amount of the Additional Inside-the-Fence Grant may be increased or decreased as provided in the reallocation provisions of *Section 11.01*.

ARTICLE VIII INDUSTRIAL ACCESS ROAD

Section 8.01 Industrial Access Road Improvements. The State, acting through the Authority and, pursuant to Enabling Legislation, agrees to provide Thirty Million Five Hundred Thousand Dollars (\$30,500,000.00) and to cause to be provided to, or made available from, MDOT the remaining necessary funding, inclusive of engineering, design, surveying, inspection, testing and other contingency costs associated therewith (the "Industrial Access Road Funds") to construct and install the improvements to the I-20/St. Thomas Parkway (Norrell Road) interchange and I-20 frontage road between the I-20/St. Thomas Parkway (Norrell Road) interchange and the I-20 and Bolton interchange (the "Industrial Access Road") necessary to meet the Project's estimated traffic count described in **Schedule 8.01** attached hereto and incorporated herein by reference (the "Industrial Access Road Improvements"). MDOT shall be responsible for the design, construction and installation, or for causing the design, construction

and installation, of the Industrial Access Road Improvements in accordance herewith. MDOT shall be responsible for the ongoing maintenance of the Industrial Access Road and all improvements and modifications to any I-20 interchanges made in accordance herewith from and after their completion.

Section 8.02 Design and Construction The design and construction of the Industrial Access Road shall be coordinated with the Company to ensure that the Industrial Access Road will satisfy the needs of the Project, and the Company shall be provided with the opportunity to review the plans and specifications for the Industrial Access Road prior to finalizing the same. Any review by the Company must be completed with fourteen (14) calendar days.

Section 8.03 Costs. The estimated cost of the Industrial Access Road Improvements is Forty-Two Million Five Hundred Sixty-Seven Thousand One Hundred Thirty Dollars (\$42,567,130.00), inclusive of construction, engineering, design, surveying, inspection, testing and other contingency costs. The State, acting through the Authority, will provide Thirty Million Five Hundred Thousand Dollars (\$30,500,000.00) to MDOT to fund said improvements. The Authority will provide copies of invoices for such payments to the Company for the Company's financial reporting requirements. The State will cause MDOT to contribute the remaining cost of the Industrial Access Road Improvements, estimated to be Twelve Million Sixty-Seven Thousand One Hundred Thirty Dollars (\$12,067,130.00), and an additional amount for any cost overruns; provided, however, that MDOT will determine, in MDOT's sole discretion, the cost overrun amount in excess of Twelve Million Sixty-Seven Thousand One Hundred Thirty Dollars (\$12,067,130.00) that will be funded by MDOT. To the extent that subsequent, updated estimates of the cost of the Industrial Access Road Improvements exceed the amount funded by the Authority and MDOT (*i.e.*, more than Forty-Two Million Five Hundred Sixty-Seven Thousand One Hundred Thirty Dollars (\$42,567,130.00), plus the cost overruns that MDOT agrees to fund), the State and the Company shall confer in good faith prior to awarding bids to re-engineer the Industrial Access Road Improvements (subject to all applicable State and Federal road requirements) so that the total cost thereof is equal to or less than such amount; provided, however, the Company shall not be required to agree to any changes which would have a material adverse impact on its operations at the Project Site. To the extent that the actual cost of the Industrial Access Road Improvements is less than the estimated amount of Forty-Two Million Five Hundred Sixty-Seven Thousand One Hundred Thirty Dollars (\$42,567,130.00), such savings shall not be eligible for reallocation pursuant to Section 11.01. To the extent that the reasonable and necessary costs cannot be reasonably reduced and will exceed such estimated amount and are funded by MDOT, such excess amounts are not subject to reallocation pursuant to Section 11.01.

Section 8.04 Timetable. The State, acting through the Authority and MDOT, agrees to complete or cause to be completed the Industrial Access Road Improvements by no later than October 31, 2019, subject to delays arising from an event of Force Majeure. Prior to the completion of the Industrial Access Road Improvements, the State agrees to keep open that portion of the frontage road north of and parallel to Interstate 20 between the Project Site and the Bolton Interchange on Interstate 20. In the event that the Company decides to accelerate construction and Start of Commercial Production of the Project, the Company, the Authority and MDOT will cooperate to accelerate road access to the extent reasonably possible without any material increase in the cost thereof.

Section 8.05 Easement or Title Conveyance for Road Purposes. Upon notice from MDOT not less than ninety (90) days prior to the date MDOT desires to acquire easements on, or title to portions of, the Adjacent Parcels – South, the Company will, if the Company has previously exercised the purchase options for said parcels or shall elect to exercise such option upon receipt of such notice, promptly grant easements or convey title to MDOT for, or over, a portion or portions of such parcels as needed for construction of the Industrial Access Road. The amount of compensation paid to the Company by MDOT for such conveyances shall be deducted from the amounts reimbursed to the Company for the purchase of the Adjacent Parcels – South, and such net costs (the “Adjacent Parcel – South Net Cost”) will be reimbursed to the Company pursuant to Section 6.06. Upon request of MDOT after the Core Project Site Closing Date, the Company will convey to MDOT easements or title to portions of the Core Project Site required by MDOT for the Industrial Access Road. Compensation paid to the Company by MDOT will be deducted from the Core Project Site Acquisition Grant provided in Section 4.06.

Section 8.06 Naming the Industrial Access Road. The State and the County shall take, or cause to be taken, such actions as are necessary to cause the Industrial Access Road to be named “Continental Parkway.”

ARTICLE IX RAIL INFRASTRUCTURE

Section 9.01 Rail Access to Project Site and Funding Support.

(a) *State Support for Rail Improvements.* Subject to the terms of this Agreement and Enabling Legislation, the State, acting through the Authority, agrees to provide the Company with a grant (the “Rail Grant”) to reimburse the Company for costs and expenses incurred for the construction and installation of new railway spur interconnection facilities consisting of switching, signals and rail improvements to create a “Y” interconnection on the right of way of, and to, the Kansas City Southern (Meridian Speedway, LLC) mainline located immediately south of the Project Site, as more particularly described in, and in accordance with, **Schedule 9.01** (collectively, the “Rail Improvements”). The State shall coordinate with and assist the Company to obtain any easements, licenses, consents or other approvals that may be required by the Kansas City Southern Railway (Meridian Speedway, LLC) in connection with the installation of the Rail Improvements.

(b) *Costs.* The estimated cost of the Rail Improvements is Two Million Dollars (\$2,000,000.00). If the amount expended for the Rail Improvements, prior to the request by the Company for the Additional Inside-the-Fence Grant, is less than such estimated amount, the difference shall be reallocated pursuant to *Section 11.01*. If the State and Company agree that the cost must exceed such estimated amount to meet the Company’s needs for the Project, then additional funds may be reallocated from other categories as provided in *Section 11.01*.

(c) *Mechanics and Timing for Disbursement.* The Rail Grant shall be disbursed in accordance with the Reimbursement Process.

ARTICLE X
UTILITY IMPROVEMENTS

Section 10.01 Water Supply Improvements.

(a) *Funding Support.* Subject to the terms of this Agreement and pursuant to the Enabling Legislation, the State, acting through the Authority, agrees to provide the City with a grant (the "Water Supply Funds") to fund the costs and expenses necessary for the installation and construction by the City of water supply improvements, including a water well on the Project Site, necessary to meet the needs of the Project as described in **Schedule 10.01(a)** attached hereto (the "Water Supply Improvements"), and the City agrees to construct and install, or cause to be constructed and installed such Water Supply Improvements in accordance herewith. Except for fees and costs included in the estimates described in **Schedule 10.01(a)**, the City shall waive any applicable tap and meter fees and water deposit fees associated with the connection of the Project to the Water Supply Improvements and the City water supply system.

(b) *Costs.* The funding required to complete the Water Supply Improvements is not expected to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000.00), inclusive of engineering, design, surveying, inspection, testing and other contingency costs associated therewith. Prior to procurement, the City and Company will confer to jointly set a budget based upon the Company's specifications. To the extent that construction bids of the Water Supply Improvements exceed such budget, the Company and the City shall confer in good faith to value engineer or re-engineer the Water Supply Improvements so that the total cost thereof is equal to or less than such amount. The City will not authorize expenditures in excess such of budget, whether by letting construction contracts or approving change orders without prior Company consent. The City shall comply with the Accelerated Bidding Process under *Section 14.01* or the public procurement process under Code Section 31-7-13. If the final cost is less than such budgeted amount, the difference shall be reallocated pursuant to *Section 11.01*. If such parties agree that the cost must exceed such budgeted amount to meet the Company's Project needs, then additional funds may be reallocated from other categories as provided in *Section 11.01* and provided to the City as a grant for the purposes described in this *Section 10.01*.

(c) *Timetable.* The City agrees to complete or cause to be completed the Water Supply Improvements by the following dates: (i) the improvements designated as "Construction Water Supply" on **Schedule 10.01(a)** will be completed no later than September 15, 2017; (ii) the remaining Water Supply Improvements will be completed no later than April 1, 2019, with each of the foregoing subject to delays arising from an event of Force Majeure. In the event the Company decides to accelerate construction of the Project and the Start of Commercial Production, the City and the Company will cooperate to accelerate this timetable to the extent reasonably possible.

(d) *Design, Construction and Maintenance.* The design and construction of the Water Supply Improvements shall be coordinated with the Company to ensure that such improvements and the maintenance thereof will satisfy the needs of the Project. The City shall be responsible for the on-going maintenance of the Water Supply Improvements.

(e) *Regulatory Authority.* The City represents that it has obtained, or prior to the date it is required to initiate service will obtain, a release by the Mt. Olive Water Association of that entity's Mississippi Public Service Commission Certificate of Public Convenience and Necessity to serve any portion of the Project Site and further represents that it has, or will obtain prior to the date it is required to initiate service, all necessary authority to provide water service to the Project Site.

(f) *Additional Water Supply Improvements to Serve the Public.* If the City desires to construct water supply improvements in addition to those described in **Schedule 10.01(a)** to serve the public, the additional or incremental cost of such facilities over the cost of those facilities required to serve the Project's needs shall not be included in the Water Supply Funds.

Section 10.02 Stormwater. The County and the City agree that the Company shall not be assessed any fee or other charge, including, without limitation, any impact fee related to stormwater or stormwater discharges from the Project Site, either during construction or after commencement of production at the Project Site. Permits related to stormwater and stormwater discharge, if applicable, shall be handled in the manner set forth in *Section 5.02*.

Section 10.03 Wastewater Improvements.

(a) *Funding Support.* Subject to the terms of this Agreement and Enabling Legislation, the State, acting through the Authority, agrees to provide the City with a grant (the "Wastewater Funds"), necessary for the installation and construction by the City of a new wastewater pumping station to serve the needs of the Project, together with approximately 11,000 linear feet of 8 inch forced main pipe connecting the Project Site with the existing sewer main (as more particularly described in **Schedule 10.03(a)**, the "Wastewater Improvements") The Company shall be responsible for the cost of installing or constructing any wastewater lines from the Project Site boundary to any buildings on the Project Site. Except for fees and costs included in the estimates described in **Schedule 10.03(a)**, the City shall waive any applicable sewer tap and meter fees and sewer deposit fees associated with the connection of the Project to the Wastewater Improvements and the City wastewater system; provided, however, such waiver shall not apply to any impact fees or similar such fees.

(b) *Costs.* The funding required to complete the Wastewater Improvements is not expected to exceed One Million Dollars (\$1,000,000.00), inclusive of engineering, design, surveying, inspection, testing and other contingency costs associated therewith. Prior to procurement, the City and Company will confer to jointly set a budget based upon the Company's specifications. To the extent that construction bids of the Wastewater Improvements exceed such budget, the Company and the City shall confer in good faith to value engineer or re-engineer the Wastewater Improvements so that the total cost thereof is equal to or less than such amount. The City will not authorize expenditures in excess of such budget, whether by letting construction contracts or approving change orders without prior Company consent. The City shall comply with the Accelerated Bidding Process or under *Section 14.01* or the public procurement process under Code Section 31-7-13. If the final cost is less than such budgeted amount, the difference shall be reallocated pursuant to *Section 11.01*. If such parties agree that the cost must exceed such budgeted amount to meet the Company's Project needs, then

additional funds may be reallocated from other categories as provided in *Section 11.01* and provided to the City as a grant for the purposes described in this *Section 10.03*.

(c) *Timetable.* The City agrees to complete or cause to be completed the Wastewater Improvements no later than April 1, 2019, subject to delays arising from an event of Force Majeure. In the event the Company decides to accelerate construction of the Project and the Start of Commercial Production, the City and the Company will cooperate to accelerate this timetable to the extent reasonably possible.

(d) *Design, Construction and Maintenance.* The design, construction and maintenance of the Wastewater Improvements shall be coordinated with the Company to ensure that such improvements and the maintenance thereof will satisfy the needs of the Project. The City shall be responsible for the on-going maintenance of the Wastewater Improvements.

(e) *Regulatory Authority.* The City represents that it has, or prior to the date it is required to initiate service, will have all regulatory authority needed to provide wastewater service to the Project Site.

(f) *Additional Wastewater Improvements to Serve the Public.* If the City desires to construct Wastewater improvements to serve the public in addition to those described in **Schedule 10.03(a)**, the additional or incremental cost of such facilities over the cost of facilities required to serve the Project's needs shall not be included in the Wastewater Funds.

Section 10.04 New Water/Wastewater Ordinances. The City represents that its existing water supply ordinance provides that the price of water supplied by the City to, and wastewater discharged to the City's wastewater system by, the Project shall be no higher than the City's lowest tariff prices for such water and wastewater charged to any customer of equal or lesser volume located within the municipal boundaries of the City. The City represents that its existing wastewater ordinance also includes an additional charge for wastewater containing constituents in excess of that allowed by the ordinance, with the amount of such charge to be based on the City's actual cost of handling such constituents. As authorized in the Enabling Legislation, the City agrees to maintain the rate structure set forth in this Section 10.04 (*i.e.* tariff prices no higher than the then current rates charged to any equal or smaller customer located within the municipal boundaries of the City) for thirty (30) years.

Section 10.05 Fire Protection Services Agreement. To the extent that the Additional Aid Agreement is not executed by the City and the Company at the time each such party executes this Agreement, then each such party shall execute and deliver to the other the Additional Aid Agreement within sixty (60) days following the Effective Date. As authorized by the Enabling Legislation, the City will commit to provide the services referenced in the Additional Aid Agreement for up to thirty (30) years in accordance with the terms thereof.

Section 10.06 Easements; Project Site Access; Indemnities and Insurance. The Company shall provide to the City, the Authority or their respective employees, engineers, contractors, agents and other representatives access to the Project Site for purposes of carrying out their respective obligations under this *ARTICLE X*, as applicable, and shall grant to the City and/or the Authority, as applicable, any easements, licenses or other rights-of-way on the Project

Site reasonably required in connection with the installation and location on the Project Site of the Water Supply Improvements and the Wastewater Improvements; provided, however, that in no event shall such easements, licenses or rights of way materially interfere with the Company's planned improvements on the Project Site. To the extent that any contractor hired by the City or the Authority, as applicable, must enter upon the Project Site following the Core Project Site Closing Date for the purpose of installing and locating on the Project Site the Water Supply Improvements and the Wastewater Improvements, or for any other permitted reason, the City and/or the Authority, as applicable, shall require each such contractor to procure and maintain customary liability insurance which shall designate the Company as an additional insured, and to contractually indemnify the Company for any losses incurred by the Company as a result of such contractors negligence and/or willful acts or omissions arising from such contractor's entry upon the Project Site.

ARTICLE XI REALLOCABLE FUNDS

Section 11.01 Reallocation of Funds by the Company.

(a) *Cost Overruns.* In the event that there are cost savings from any of the Project-related improvements funded using the grants/funds listed below in subsection (c) (even if such improvements are publicly owned), those savings must first be allocated to fund any cost overruns of any of the other such Project-related improvements funded using the grants/funds listed below in subsection (c). In the event that all of such Project-related improvements are determined during the course of the design, engineering and/or construction thereof to cost more in the aggregate than the aggregate amount of the grants/funds listed below in subsection (c), such aggregate cost overrun amount shall be funded by reallocating a portion of the Additional Inside-the-Fence Grant in the amount equal to such aggregate cost overrun amount, which reallocation shall reduce the Additional Inside-the-Fence Grant on a dollar-for-dollar basis equal to the reallocated amount thereof.

(b) *Cost Savings.* Upon the completion of all of the Project-related improvements funded using the grants/funds listed below in subsection (c), in the event that there is aggregate savings from all of such Project-related improvements, such aggregate savings (collectively, the "Reallocable Funds") shall be reallocated, upon request by the Company to the Authority, to increase the amount of the Additional Inside-the-Fence Grant or, upon request by the Company to, and approval (which shall not be unreasonably withheld) by, the Authority, to reimburse the Company for other costs and expenses incurred thereby to fund other Project Site investment activities (which may not otherwise be funded using Additional Inside-the-Fence Grant proceeds) necessary for the completion of the Project. Reallocable Funds to be disbursed to the Company in accordance with this Section 11.01(b) shall be disbursed in accordance with the Reimbursement Process.

(c) The Project-related improvements and associated grants/funds referenced above in subsections (a) and (b) are as listed as follows:

(i) Acquisition of the Core Project Site, *Section 4.02* as the same may be reduced pursuant to *Section 4.06*;

(ii) Acquisition of Adjacent Parcels, *Section 4.03* as the same may be reduced pursuant to *Section 4.06*;

(iii) Wetlands Mitigation, *Section 4.04*;

(iv) Site Preparation, *Section 6.01*;

(v) Related Reimbursements, *Section 6.06*;

(vi) Rail Improvements, *Section 9.01*;

(vii) Water Supply Improvements, *Section 10.01*; and

(viii) Wastewater Improvements, *Section 10.03*.

ARTICLE XII RECRUITMENT, RELOCATION & TRAINING

Section 12.01 Recruitment, Relocation, Training Funding and Temporary Office Space.

(a) *Workforce Funding Support and Temporary Office Space.* Pursuant to the authority granted in the Enabling Legislation, the State, acting through the Authority, shall reimburse the Company up to One Million Dollars (\$1,000,000.00) (the “Workforce and Temporary Office Grant”) for costs and expenses incurred by the Company to assess candidates, recruit new employees to fill Full-Time Jobs, relocate existing personnel of the Company and its Affiliates and new employees of the Company (including domestic and foreign travel expenses) and train prospective, new and existing employees of the Company and its Affiliates associated with the Project, including training and training travel expenses (domestic and foreign travel) of Company employees who will utilize such instruction to learn and/or teach other prospective, new and existing employees of the Company, and for costs and expenses of temporary office space necessary or desirable in connection with such workforce activities and site preparation and construction (collectively, “Workforce and Temporary Office Costs”), which Workforce and Temporary Office Costs shall include, without limitation, the items listed on **Schedules 12.01(a) and 12.01(b)**.

(b) *Mechanics for Reimbursement.* In order to obtain reimbursement for Workforce and Temporary Office Costs, the Company shall submit one or more requisitions (upon which the Authority may rely conclusively), signed by an authorized representative of the Company, which shall include:

(i) the requisition number;

(ii) a copy of each invoice, receipt or other such evidence of payment reasonably acceptable in form to the MDA for which reimbursement is requested;

(iii) the amount of the reimbursement to be paid to the Company;

(iv) certification that each obligation, item of cost or expense mentioned therein has been properly incurred, is a proper expense for which the reimbursement may be granted, and has not been the basis of any previous reimbursement; and

(v) certification that the Company has previously spent the entire amount for which reimbursement is being sought for Workforce and Temporary Office Costs;

(vi) provided, however, with respect to all Workforce and Temporary Office Costs arising from training conducted for the Company's employees in-house by the Company, the Company shall additionally submit with its requisition the following materials:

(1) a training expense form for each employee for whom reimbursement is requested, including any related travel documentation for which reimbursement is sought;

(2) a summary list of training attendees, both in-house trainers and trainees, to include each employee's name and his or her expenses for meals (excluding expenses for any alcoholic beverages), lodging, airfare, mileage, car rental, fuel, parking fees, and other miscellaneous expenses incurred in direct connection with such training, with the total amount of reimbursement requested set forth; provided, however, that the cost of any salary or wages or fringe benefits attributable the time such employees spent in training, traveling or otherwise shall not be subject to reimbursement.

(c) *Reimbursement Timing.* The Authority will make commercially reasonable best efforts to pay each requisition within thirty (30) days of receipt and shall pay the same within forty-five (45) days of receipt. In the event that the Authority does not remit to the Company any such reimbursement payment within forty-five (45) days of its receipt of the completed requisition for such payment, interest shall accrue and be payable on such past-due amount at the Default Rate of one and one-half percent (1 ½%) per month as provided in Code Section 37-7-305 (iii) prorated daily.

Section 12.02 Training Facility.

(a) *Training Facility Funds.* Pursuant to the authority granted in the Prospective Enabling Legislation, the State, acting through the Authority, shall provide to the Company in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) (the "Training Facility Funds") to (i) design and construct on the Project Site a new facility for employee training and other Project uses, parking lot and access road, and to (ii) furnish and equip such training facility with such furniture, fixtures and equipment as determined by the Company in its discretion (collectively, "Training Facility Costs").

(b) *Mechanics and Timing for Reimbursement.* The Training Facility Grant shall be disbursed in accordance with the Reimbursement Process.

Section 12.03 MCCB and HCC Support.

(a) *Assessments.* MCCB and HCC will cooperate and work with the Company to develop customized, validated job specific assessments for production, warehouse, quality, clerical, maintenance, supervision and managerial positions based on company identified

competencies needed for the job. MCCB will supply proctors and administrators for assessment regardless of whether the assessments are provided by an internal or external vendor. MCCB will cover proctor costs up to Four Hundred Sixteen Thousand Dollars (\$416,000.00) annually, ensuring assessments accommodate applicant flow. Proctors will be hired, paid, and managed through HCC. Customized assessment equipment/units to assess production, warehouse, quality, clerical, maintenance, supervision and managerial positions will be provided by MCCB up to One Hundred Seventy Thousand Dollars (\$170,000.00). The assessments and units will be owned by HCC.

(b) *Equipment.* MCCB will purchase equipment needed for training up to One Million Sixty-Six Thousand Dollars (\$1,066,000.00). HCC will retain ownership of the equipment. The equipment will be located in the Company training center and may be used only by Company employees.

(c) *Reimbursement for Travel and Training Expenses.* HCC will reimburse the Company up to Three Million Four Hundred Sixty-Five Thousand Dollars (\$3,465,000.00) for training and travel related expenses incurred by the Company's employees. Reimbursable travel costs include airfare, food, transportation and hotel/lodging while traveling domestically or internationally.

(d) *Workforce Development Center.* The MCCB, through HCC, shall provide to the Company the workforce screening and training services provided under its "Workforce Education Program" as follows:

(e) Post-employment customized training programs for the development of specific job skills agreed upon by the Company and HCC will be provided. MCCB will provide up to Three Million Dollars (\$3,000,000.00) with One Million Five Hundred Thousand Dollars (\$1,500,000.00) provided in fiscal year 2017 and One Million Five Hundred Thousand Dollars (\$1,500,000.00) in fiscal year 2018 for customized training programs to include 2D and 3D applications, animation, and gaming capabilities where appropriate. MCCB and HCC will work with the Company to identify costs and scope of such specialized training program. MCCB will seek additional funding for such programming and development if costs exceed Three Million Dollars (\$3,000,000.00). The minimum Company specific training to be provided is outlined in **Schedules 12.01(a) and 12.01(b)**.

(f) *Duration of MCCB and HCC Support.* The obligations of HCC and MCCB pursuant to this *Section 12.03* shall continue until the Company satisfies its Jobs Creation Commitment. The obligations of MCCB and HCC to fund post-employment training pursuant to this *Section 12.03* shall be provided to the Company pursuant to MCCB's current guidelines and policies, which guidelines and policies do not prevent the provision of the benefits provided in this *Article XII*. The obligations of MCCB and HCC set forth in this *Section 12.03* will also include training for replacement positions due to turnover until the Company satisfies its Jobs Maintenance Commitment.

Section 12.04 Mississippi Department of Employment Security/WIN Job Centers.

(a) *Support Provided.* The State, acting through MDES and the State's network of WIN Job Centers, will provide to the Company at no cost thereto:

(i) all services and benefits normally offered to employers in the State as part of the MDES and WJC services, including recruitment, application processing and pre-screening and initial screening services (see **Schedules 12.01(a) and 12.01(b)** for additional details)

(ii) planning and hosting of job fair events to recruit and hire Project employees through a MDA Workforce Training Fund grant; provided that WJCs may provide space for such job fairs and/or provide State staffing assistance for the planning and hosting of job fairs; and

(iii) office space in WJCs or such other locations (in agreement with the Company) as may be provided by the State or one or more of the Local Entities as requested by the Company to conduct interviews, assess and screen job candidates.

(b) *Duration of MDES/WJC Support.* The obligations of MDES and its WJCs pursuant to this *Section 12.04* shall continue until the Company satisfies its Jobs Maintenance Commitment.

Section 12.05 Workforce Training Delivery Plan. The State, MDA, MDES, the WJCs and HCC shall perform their respective obligations prescribed by this *ARTICLE XII* in accordance with the plan included in **Schedules 12.01(a) and 12.01(b)**.

Section 12.06 Outside Vendors. Notwithstanding any other provision of this *ARTICLE XII* to the contrary, the Company may elect to utilize one or more private vendors or service providers to provide any recruiting services, applicant screening/assessment services, or post-employment training for the Project; provided, however, that the Company shall be solely responsible for paying for the costs of any such outside services except to the extent that (a) the Company may use all or a portion of the Workforce and Temporary Office Grant; and/or (b) the Company may apply annually to MCCB for, and consistent with MCCB's policies and guidelines in effect at such time, MCCB may elect to provide the Company with, funds in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per year to reimburse the Company for such annual costs.

Section 12.07 Post-Employment Training. The Company may apply annually to MCCB for allowable post-employment training cost, consistent with MCCB's policies and guidelines in effect at such time.

**ARTICLE XIII
TAX INCENTIVES**

Section 13.01 Generally. Pursuant to existing State laws and the authority granted in the Enabling Legislation, the State and/or the County, as applicable, agree to provide the tax incentives set forth in this *ARTICLE XIII* (the "Tax Incentives").

Section 13.02 Income Tax Incentives.

(a) The Enabling Legislation grants an exemption from State income tax for a period of twenty five (25) years (the "Income Tax Exemption"). The Income Tax Exemption shall apply to income of the Company and its Affiliates which is generated by or arises out of the Project. The Income Tax Exemption may be utilized by the Company and its Affiliates that file combined State income tax returns. The Company may elect the date upon which the twenty five (25) year period will begin (the "Income Tax Exemption Commencement Date"); provided, however, that the Company may not elect to commence the Income Tax Exemption until it has created 800 Full-Time Jobs; and, provided further, that the Income Tax Exemption Commencement Date shall not be later than the date that is sixty (60) months following the Start of Commercial Production notwithstanding the creation of 800 Full-time Jobs. The Income Tax Exemption shall apply in the taxable year in which the Income Tax Exemption Commencement Date occurs, and in each of the twenty-four (24) consecutive years thereafter.

(b) Upon the expiration of said twenty five (25) year exemption period, the Company and its Affiliates shall be entitled to any other State income tax exemptions for which they are then eligible under applicable State law.

(c) As authorized by the Enabling Legislation, the Company shall be entitled to utilize a single sales factor in the calculation of Mississippi income tax in any year in which it files a Mississippi income tax return.

Section 13.03 Franchise Tax Incentives. Pursuant to the authority granted in the Enabling Legislation, on the Core Project Site Closing Date or such other date agreed upon by the Company and the Authority, the State shall enter into a franchise tax Fee-in-Lieu agreement (the "Franchise Tax Fee-in-Lieu Agreement") with the Company pursuant to which the Company and its Affiliates that file a combined State tax return shall, for a period of twenty-five (25) consecutive years, pay to the State a Twenty-Five Thousand Dollars (\$25,000.00) annual Fee-in-Lieu of the State franchise taxes that would ordinarily have been due for such year on the Project. The twenty-five (25) year term of the Franchise Tax Fee-in-Lieu Agreement shall commence in the first taxable year in which State franchise tax liability attributable to the Project exceeds Twenty-Five Thousand Dollars (\$25,000.00). The Franchise Tax Fee-in-Lieu Agreement will apply only to new franchise tax liability attributable to the Project and shall not apply to any existing franchise taxes liability being paid by the Company or its Affiliates in connection with any current operations thereof in the State. At any time during the term of the Franchise Tax Fee-in-Lieu Agreement, if the ordinary State franchise tax liability of the Company or its Affiliates, on a combined State tax return basis (which would otherwise be due but for the Franchise Tax Fee-in-Lieu Agreement) is less than Twenty-Five Thousand Dollars (\$25,000.00), the Company and Affiliates may elect to pay such lesser franchise tax amount instead of the Fee-in-Lieu payment prescribed by the Franchise Tax Fee-in-Lieu Agreement. As authorized by the Enabling Legislation, the Company shall be entitled to utilize a single sales apportionment factor when the calculating its Mississippi Franchise Tax in any year in which it files a Mississippi Franchise Tax return.

Section 13.04 Suspensions. Following the Income Tax Exemption Commencement Date, the Company shall not be eligible to claim the Income Tax Exemption in any tax year

during which the Company fails to maintain 800 Full-Time Jobs at the Project. In the event that the Company fails to create and maintain 800 Full-Time Jobs at the Project by the latest Income Tax Exemption Commencement Date permitted in *Section 13.02(a)* (i.e., sixty (60) months following the Start of Commercial Production), the twenty five (25) year Income Tax Exemption period shall nevertheless commence. In such instance, the Company shall not be eligible to claim the Income Tax Exemption until the first tax year during which the Company either (x) creates and maintains 800 Full-Time Jobs at the Project, or (y) after December 31, 2030, creates and thereafter maintains a number of jobs equal to the Full-Time Jobs Threshold. For example, if the Company does not create and maintain 800 Full-Time Jobs at the Project until the sixth anniversary of the Start of Commercial Production, the Company would be eligible for the Income Tax Exemption for only the remaining the twenty-four (24) year period.

In the event that the Company becomes eligible to claim the Income Tax Exemption by creating and maintaining 800 Full-Time Jobs at the Project prior to December 31, 2030, then after December 31, 2030, if the Company fails to maintain the Full Time Jobs Threshold for a period of two (2) consecutive years, both the Income Tax Incentives and Franchise Tax Incentives referenced above in *Section 13.02* and *Section 13.03*, respectively, shall be suspended until such time as the Company returns to compliance with such jobs-related obligations. During any period of suspension, the Company shall be entitled to utilize a single sales factor as provided in *Sections 13.02(c)* and *13.03* above.

Section 13.05 Sales Tax Incentive. Pursuant to the authority granted in the Enabling Legislation, the Company shall receive an exemption from State sales and use taxes for the Project for:

(a) all purchases and leases of personal property and fixtures by the Company required for the Project, including without limitation purchases and leases by the Company of the following: (i) manufacturing machinery and equipment; (ii) special tooling such as dies, molds, jigs and similar items treated as special tooling for federal income tax purposes; (iii) component building materials, machinery and equipment used in the construction of buildings, and any other additions or improvements to the Project Site; (iv) non-manufacturing furniture, fixtures and equipment (inclusive of all communications, computer, server, software and other hardware equipment); and (v) fuel, supplies (other than non-manufacturing consumable supplies and water), electricity, nitrogen gas and natural gas used directly by the Company in the manufacturing/production operations of the Project or used to provide climate control for manufacturing/production areas (which manufacturing/production areas shall be apportioned based on square footage);

(b) all purchases and leases by the Company of replacements of, repair parts for or services to repair items described in the preceding *subsections (a)(i)* through *(a)(iii)*, and

(c) all purchases of any services taxable pursuant to Code Section 27-65-23 required to establish, support, operate, repair and/or maintain the Project.

Section 13.06 Withholding Tax Rebate.

(a) The State agrees to grant payroll withholding tax rebates as provided in the Enabling Legislation (the "Rebate Program"). Under the Rebate Program, the Company will, to the extent it satisfies the Rebate Program requirements, receive quarterly incentive payments for a period not to exceed twenty five (25) years from the MDOR in an amount which shall be equal to the lesser of three and one-half percent (3.5%) of the wages and taxable benefits jobs meeting the statutory definition contained in Code Section 57-99-1 or the actual amount of Mississippi income tax withheld by the employer for such jobs. To be eligible for the Rebate Program, the average wage of such jobs must be 110% of the State average wage and the Company must create a minimum of twenty-five (25) new, direct jobs.

(b) The Company may elect the date upon which the twenty five (25) year period will begin (the "Rebate Program Commencement Date"). Such date may not be later than the date that is sixty (60) months after the earlier to occur of the following dates: (i) the date the Company applies for the Rebate Program or (ii) the Start of Commercial Production. After the Rebate Program Commencement Date, the Company shall be eligible to receive the quarterly incentive payments for the twenty five (25) year qualifying period, beginning in the fifth quarter after the Company meets all Rebate Program requirements. In any quarter in which the number of qualifying jobs falls below twenty-five (25) jobs, the rebate will not be paid and will be lost for that quarter. However, the rebate will be payable in any quarter thereafter during which the Company creates and maintains at least twenty-five (25) qualifying jobs. After the Rebate Program term ends, the Company shall be eligible to apply for any statutory tax rebate incentive program for which it meets all program requirements and guidelines.

(c) In any quarter during which the Company is entitled to receive a benefit under this *Section 13.06*, such benefit shall be equal to the lesser of the actual withholding taxes paid by the Company or three and one-half percent (3.5%) of the wages and taxable benefits paid by the Company during such quarter to employees qualifying for the Rebate Program.

Section 13.07 Property Tax Incentives.

(a) *Fee-in-Lieu of Ad Valorem Taxes.* On the Effective Date, the Company, the City (on behalf of the CPSD), the County, the Hinds County Tax Assessor and the MDA shall execute and deliver to each other the Ad Valorem Tax Agreement.

(b) *Freeport Warehouse Exemption.* Upon proper and timely application by the Company, the County agrees to issue to the Company a "free port warehouse license" for the Project pursuant to Code Section 27-31-51 *et seq.*, designate the Project as a "free port warehouse" and approve a free port warehouse ad valorem tax exemption in perpetuity pursuant to Code Section 57-31-53 exempting from all County and applicable school district ad valorem taxes all of the Project's inventory, including raw materials, work-in-progress and finished goods, held for shipment to a destination outside of the State (the "Freeport Warehouse Exemption").

(c) *Outside Property.* The ad valorem tax abatements and incentives described in subsections (a) and (b) immediately above shall not apply to any property which is

located outside of the County. Any ad valorem tax abatement or incentives applicable to such property located outside of the County (or within any municipality of the State) shall be subject to negotiation with, and approval at the discretion of, the county and/or municipal governing body(s) with jurisdiction over such property.

Section 13.08 Qualified Equity Investment Tax Credits. Upon (a) proper and timely application for qualified equity tax credits (“MS QEI Tax Credits”) by one or more certified community development entities (each a “CDE”) in conjunction with the Company or as otherwise required by Code Section 57-105-1 (the “MS NMTC Statute”), (b) the payment of the required application fee, and (c) the Project Site becoming a qualified census tract or being treated as being in a low-income community by satisfying the targeted population requirements set forth in Treasury Regulation 1.45D-1(d)(9), then MDA may make an allocation of MS QEI Tax Credits based on the qualified equity investment certified in such application provided that such credits are available for allocation at the time the application is submitted. As required by the MS NMTC Statute, the corresponding qualified equity investment must be made within one hundred twenty (120) days of such allocation and the corresponding qualified low income community investments must be made in the Project.

ARTICLE XIV OTHER INCENTIVES

Section 14.01 Accelerated Bidding Process. An accelerated public bid process, as authorized in the Enabling Legislation (“Accelerated Bidding”), will apply as follows:

Any contract by an Inducer for the construction or installation of site preparation, real property improvements, utilities, water lines, wastewater lines, water tanks, streets, roads, highways, railways or other such infrastructure, public or otherwise, for the Project, which contract would otherwise be subject the public bidding requirements of Code Section 31-7-13, shall be advertised by such Inducer for a period of time to be set by the Authority (or if a Local Entity is the contracting party, by such Local Entity), but in no event less than one (1) nor more than five (5) calendar days, and such advertisement shall specify the date, time and place of a meeting with such contracting party to receive specifications of the requested work being placed out for bid. The Inducers acknowledge and agree that all contractors and vendors retained by the Company in connection with the Project shall be selected in the sole discretion of the Company using the Company’s procurement process. Notwithstanding the foregoing, the Company shall make commercially reasonable efforts to place out for bid, such that Mississippi Contractors and Mississippi Disadvantaged Business Enterprises (“DBEs”) shall have an equal opportunity to respond to such bid, any contract by the Company which (i) is subject to tax pursuant to Code Section 27-65-21 (*i.e.*, contracts for constructing, building, erecting, grading, excavating, etc.), and (ii) will be paid, or payment thereunder by the Company will be reimbursed, using any portion of the grant proceeds or funds provided by the Authority to the Company in accordance with this Agreement. In carrying out such efforts, in order to increase the pool of qualified DBE bidders, the Company will request that successful prime contract bidders include in their response a commitment to (a) participate in and/or host forums that highlight subcontract bidding opportunities for DBEs; and (b) work with various trade associations and the Mississippi Development Authority to promote increased participation from DBEs. With respect to awarding any contract placed out for bid, the Company shall be allowed to award such contract

in the Company's sole discretion (e.g., based upon optimization of quality, cost and efficiency or on any other basis as the Company may see fit). MDA agrees that it will offer to eligible contractor DBEs that have an opportunity to work on the Project assistance through its Minority Surety Bond Guaranty Program.

Section 14.02 Company Participation in Public Procurement Process. In the event that the Company elects to have the Authority cause the Site Preparation Work to be performed in accordance with *Section 6.01*, the Authority agrees that Company shall have the right to participate in the design, bidding, construction and payment process, to the extent permitted by this *Section 14.02* (the "Public Procurement Participation Process") to ensure that the Site Preparation Work is designed to meet the Company's needs for the Project, are completed within the time and budget constraints set forth in this Agreement, that the Company has the opportunity to evaluate any potential value engineering and/or cost savings opportunities and change specifications in connection therewith. As part of such Public Procurement Participation Process, the Company and the Authority hereby specifically agree as follows:

(a) *Design*. The Company shall have the right to consult with the Authority and its engineering firms in the preparation of construction plans and specifications or re-engineering the same, including provisions in the construction documents that would be suitable for requesting value engineering proposals from such contractor(s), and owner's cost estimates. No final construction plans and specifications shall be released for bidding without the Company's consent, which consent shall not be unreasonably withheld or delayed.

(b) *Prequalification of bidders*. Unless otherwise agreed, the Authority shall prequalify all bidders. The Company shall have the right to participate with the Authority and its engineering firms in any such bidder prequalification process. The Company's comments concerning such potential bidders shall be considered by the Authority and its engineering firm.

(c) *Review of bids/selection of contractor*. On those portions of work for which such competitive bids are received, and for any work subject to negotiation the Company shall have the right to participate with the Authority and its engineering firms in reviewing such bids and to consult with the Authority concerning the selection of contractors with whom to negotiate or award such contract(s). Such input from the Company shall be considered by the Authority in its decision to award the contract or negotiate with a contractor as authorized by the Enabling Legislation.

(d) *Value Engineering Proposals*. The Company shall have the right to determine which value engineering proposals are acceptable to it and are thus included in consideration for the award of any contract or negotiation thereof.

(e) *Construction contracts*. The Company shall have the right to participate with the Authority and its engineering firms in any negotiation of the terms of each construction contract(s) with the selected contractor(s).

(f) *Post-Contract Procedures*. After construction contracts are executed, the Authority will provide to the Company the Contractor's name, the scope of work and the dollar amount, and together with the Company will set a fixed budget for each scope of work.

Thereafter, the Authority will provide to the Company an advance opportunity to review and comment regarding any change order and to approve any change order constituting a change in specification.

(g) *Review of Invoices and Monitoring of Contract Performance.* All invoices submitted to the Authority for payment shall be provided to the Company (directly from the Authority, or from the their engineer or contractor at the direction of the Authority) for review and shall not be paid without consideration of the Company's comments with respect thereto. The Company shall have five (5) business days from receipt thereof to review and provide the Authority with any objections to the payment of all or a portion of such invoice. If no such objections are received from the Company within such five (5) business day period, the invoice will be deemed approved. In the event that the Company has an objection to the payment of all or a portion of an invoice and requests that the Authority withhold all or a portion of such payment, then the Authority and the Company shall work together to promptly resolve any such dispute with the contractor that submitted such invoice. The Company hereby agrees to indemnify and hold harmless the Authority with respect to any liability, claims or losses or any kind incurred by the Authority (including costs of defense), arising from or related to any delay of payment of any invoice or portion thereof as a result of any delay in the payment thereof caused by the Company exercising its rights permitted by this subsection.

(h) *Notice of Meetings; Inspection.* The Company shall be provided notice of any meetings between the Authority and its contractors and shall have the right to attend such meetings. The Company shall be provided access to and shall have the right to inspect work performed under this Section.

Section 14.03 Minority and Small Business Development Division. The MDA shall offer and make available to the Company the full support and services of the MDA's Minority and Small Business Development Division, including but not limited to the scheduling of a meeting (telephone or in person, based upon availability and scheduling) between and/or among appropriate representatives of such division and the Company within thirty (30) days of execution of this Agreement. The Company agrees to participate in job and vendor fairs to potential employees and vendors.

Section 14.04 Dedicated Support. One or more representatives of the State, at no cost to the Company, shall (until all permits required for the construction of the Project and the Start of Commercial Production are issued) be available to assist the Company resolving any issues regarding all permits and approvals required from any State or local agency are resolved as expediently as possible. The State, at no cost to the Company, shall provide an ombudsman to assist the Company with its development of the Project until the date that is one (1) year following the Start of Commercial Production.

Section 14.05 Reporting and Audit Rights. The Authority, the City and MDOT and any other Inducer expending funds subject to clawback shall provide a statement of activity not less than quarterly which shall detail expenditures during such quarter. The report shall be provided with ten (10) days after the end of each calendar quarter. The Company, upon written request to any Inducer that expended such funds, shall have the right to review (a) after a period of thirty (30) days following the Inducer receipt of such notice, and (b) during normal business hours of

such Inducer, all expenditures of such Inducer which constitute Clawback Funds or the Company Reimbursement Amount. The Company shall have the right, upon thirty (30) days written request to any such Inducer, to inspect all invoices and other written support for such expenditures, provided, however, that any such invoices or other such documentation which contain attorney-client work product or which would otherwise be subject to attorney-client privilege shall not be subject to this Section, and in such event, the applicable Inducer shall provide the Company with a summary of such invoices or expenditures in sufficient detail to reflect the nature and amount of the services provided.

Section 14.06 Authority Loan to the HCEDA or the County. On or before the date that (a) the Company becomes eligible to receive any portion of the Additional Inside-the-Fence Grant, the State, acting through the Authority, shall make a thirty (30) year term loan to the County, or upon the election of the County, to the HCEDA (in an aggregate principal amount of Twenty Million Dollars (\$20,000,000.00), (the "Local Authority Loan") which shall bear interest at annual interest rate of not more than two-percent (2%) and shall be subject to such other terms and conditions set forth in that certain Project Support Loan Agreement (the "Local Authority Loan Agreement") executed by the Authority and the HCEDA or the County on or promptly following the Effective Date hereof. Immediately upon receipt of the Local Authority Loan proceeds, the HCEDA or the County, as applicable, shall provide to the Authority as a grant a portion of such loan proceeds in an amount equal to the initial Local Authority Loan principal balance (*i.e.*, \$20,000,000.00), less amounts, if any, which were owed by the Company to HCEDA for costs incurred by HCEDA between July 1, 2015 and February 8, 2016 and for which reimbursement is required under the Exclusivity Agreement, but which have not been previously reimbursed (the "Local Authority Grant"). Upon receipt by the Authority of such grant amount from the HCEDA or the County, as applicable, the Authority shall disburse such amount to the Company as part of, and such amount shall comprise a portion of, the "Additional Inside-the-Fence Grant" in accordance with *Section 7.02*.

Notwithstanding anything else contained herein or in the Local Authority Loan Agreement to the contrary, the obligation of the County and the HCEDA to repay the Local Authority Loan to the Authority shall be limited to the extent the County receives Dedicated Loan Revenue (as defined in the Ad Valorem Tax Agreement). In the event that there is a Local Authority Loan Shortfall (as defined in the Ad Valorem Tax Agreement), the Company shall be required to pay such Local Authority Loan Shortfall as provided in the Ad Valorem Tax Agreement. In the event that the Local Authority Loan is made to the County and not the HCEDA, the County hereby agrees, upon receipt by the County of the Local Authority Loan proceeds, to remit to the HCEDA (either as a grant permitted by the Enabling Legislation or otherwise as permitted by applicable law) an amount equal to amounts, if any, which were owed by the Company to HCEDA for costs incurred by HCEDA between July 1, 2015 and February 8, 2016 and for which reimbursement is required under the Exclusivity Agreement, but which have not been previously reimbursed. In the event that the Local Authority Loan is made to the HCEDA and not the County, the County hereby agrees to repay, on behalf of the HCEDA (either as a grant permitted by the Enabling Legislation or otherwise as permitted by applicable law), the Local Authority Loan in accordance with the Local Authority Loan Agreement; provided that such repayment obligation shall be limited to the amount of Dedicated Loan Revenue (as defined in the Ad Valorem Tax Agreement) received by the County.

ARTICLE XV
REMEDIES FOR FAILURE TO PERFORM

Section 15.01 General. The State and the other Inducers have agreed to provide significant financial incentives to the Company in consideration for the Company's commitment, as set forth below to make certain financial investments and to create new, Full-Time Jobs. In the event that the Company fails to achieve the investment or job creation minimums set forth below, the Parties agree to the extent permitted by law that, except for such other remedies as are expressly provided herein or in the Ad Valorem Tax Agreement, the sole and exclusive remedy of any Party shall be for the Company to repay the Inducers as provided in this *Article 15*.

Section 15.02 Progress Benchmarks and Penalties.

(a) Within thirty (30) days following written request of MDA, the Office of the State Auditor, the County, or HCEDA, the Company will provide reasonable verification of its compliance with each of its Project Commitments or prior to achieving any Project Commitment, its progress to date in achieving said objective.

(b) In the event that all or a portion of the Clawback Funds have been expended for the benefit of the Project, and the Project fails to achieve the Start of Initial Cured Tire Production by December 31, 2019 (as such date may be extended by (i) one day for each day of delay due to an event of Force Majeure and (ii) two days for each day of delay due to Inducer Delays) then the Company shall pay to the State One Million Dollars (\$1,000,000.00) and to the County One Million Dollars (\$1,000,000.00) for a total payment of Two Million Dollars (\$2,000,000.00) within thirty (30) days of written demand by the State or County.

(c) In the event that all or a portion of the Clawback Funds have been expended for the benefit of the Project, and the Project fails to achieve the Start of Commercial Production by December 31, 2020 (as such date may be extended by (i) one day for each day of delay due to an event of Force Majeure and (ii) two days for each day of delay due to Inducer Delays, then the Company shall pay to the State One Million Dollars (\$1,000,000.00) and to the County One Million Dollars (\$1,000,000.00) for a total payment of Two Million Dollars (\$2,000,000.00) within thirty (30) days of written demand by the State or County.

(d) In the event that all or a portion of the Clawback Funds have been expended for the benefit of the Project, and the Project fails to achieve the Start of Commercial Production by December 31, 2021 (as such date may be extended by (i) one day for each day of delay due to an event of Force Majeure and (ii) two days for each day of delay due to Inducer Delays, then the Company shall pay to the State One Million Dollars (\$1,000,000.00) and to the County One Million Dollars (\$1,000,000.00) for a total payment of Two Million Dollars (\$2,000,000.00) within thirty (30) days of written demand by the State or County.

(e) In the event that all or a portion of the Clawback Funds have been expended for the benefit of the Project, then in the event the Company fails to invest Three Hundred Million Dollars (\$300,000,000.00) within four (4) years from the Start of Commercial Production, but not later than December 31, 2024, (as such date may be extended (a) by one day for each day of delay due to an event of Force Majeure, and (b) by two days for each day of

delay due to Inducer Delays), then the Company shall pay to the State Two Million Dollars (\$2,000,000.00) within thirty (30) days of written demand by the State.

(f) In the event that all or a portion of the Clawback Funds have been expended for the benefit of the Project, then in the event the Company fails to create Four Hundred (400) new Full-Time Jobs within four (4) years from the Start of Commercial Production, but not later than December 31, 2024, (as such date may be extended (a) by one day for each day of delay due to an event of Force Majeure, and (b) by two days for each day of delay due to Inducer Delays) then the Company shall pay to the State Two Million Dollars (\$2,000,000.00) within thirty (30) days of written demand by the State.

Section 15.03 Clawback Provisions.

(a) The following shall apply following the Start of Commercial Production:

(i) In the event that all or any portion of the Clawback Funds have been expended and the Company has failed to invest One Billion Eighty Five Million Dollars (\$1,085,000,000.00) by no later than December 31, 2028, the Company shall, immediately following any applicable cure period, repay to the State the percentage of the Clawback Funds expended on the Project which equals one-half (1/2) of the percentage of the amount stated above not met in accordance with the following formula:

$$(a) * (1 - b/\$1,085,000,000.00) * (1/2)$$

a = the amount of Clawback Funds expended, less any amounts previously repaid by the Company pursuant to this Article.

b = amount of Company Capital Investment in the Project

(ii) For purposes of this Section 15.03(a), the Clawback Funds expended shall be the amount of the Clawback Funds actually expended plus any accrued interest. Accrued interest will be determined based upon the weighted average of the individual interest rates of all bond issues utilized to fund the Clawback Funds. The State shall provide the Company with written notice of any such default by the Company (an "Investment Clawback Notice") and the Company shall have sixty (60) months following receipt of such Investment Clawback Notice to cure any such default prior to any such repayment becoming due and payable. Notwithstanding any provision of this Agreement to the contrary, the sixty (60) month cure period shall apply to all commitments and sanctions related to the Investment Commitment or this Section 15.03(a). The Investment Clawback Notice shall include a schedule showing the calculation of the Clawback Funds and interest that are being demanded by the State as a result of the default.

(iii) In the event that all or any portion of the Clawback Funds have been expended and the Company has defaulted on its Jobs Creation Commitment or Jobs Maintenance Commitment for any calendar year during the Maintenance Period, then not later than January 31 of the following year, the Company shall repay to the State an amount calculated in accordance with the following pro-rata formula:

$$(a) * (1 - b/2,250) * (.10)$$

a = the amount of Clawback Funds expended, less any amounts previously repaid by the Company pursuant to this Article

b = the number of new Full-Time Jobs created by the Company for preceding calendar year

(iv) The State shall provide the Company with written notice of any such default (a “Jobs Creation Clawback Notice”) and the Company shall have sixty (60) months following receipt of such Jobs Creation Clawback Notice to cure any such default prior to any such repayment becoming due and payable and the beginning of Jobs Maintenance Period will be extended up to the length of the cure period. Notwithstanding any provision of this Agreement to the contrary, the sixty (60) month cure period shall apply to all commitments and sanctions related to the Jobs Creation Commitment. The Jobs Creation Clawback Notice shall include a schedule showing the calculation of the Clawback Funds that are being demanded by the State as a result of the default.

(v) For purposes of the Job Creation Commitment, all qualifying jobs must have an average annual salary, excluding the value of any benefits which are not subject to Mississippi income tax, of at least Forty Thousand Dollars (\$40,000). However, the Company may at its election select certain jobs be considered for or removed from the calculation of any Clawback Funds repayable to the State pursuant to this *Section 15.03*. By way of example, assume the Company has created or maintained 2,450 Full-Time Jobs at the time of the job certification but the average annual salary is \$39,000.00. If by removing the lowest paid 200 jobs from the calculation, the Company would have 2,250 Full-Time Jobs with an average annual salary of \$40,000.00 then no clawback would be required.

(b) In the event that all or a portion of the proceeds of the Clawback Funds have been expended for the benefit of the Project and the actual Start of Commercial Production has not commenced on or before December 31, 2022 (as such date may be extended (i) by one day for each day of delay due to an event of Force Majeure, and (ii) by two days for each day of delay due to Inducer Delays) or such earlier date that the Company notifies the State of its decision not to proceed with the Project, the Company shall pay to the State a sum equal to the amount of the Clawback Funds so expended within sixty (60) days following written demand by the State of such payment.

(c) The Company’s total repayment obligation under this *ARTICLE XV* shall not exceed the amount of the Clawback Funds expended for the benefit of the Project, plus the interest actually incurred by the State or HCEDA, as the case may be. Upon request of the Company, the State will provide information concerning the interest rate, payment terms and issuance costs of each bond issue used to fund grants or other expenditures included as Clawback Funds.

Section 15.04 Maximum Inducer Commitment. Notwithstanding any other provision of this Agreement to the contrary, and for the avoidance of any confusion among the Parties, the Company acknowledges and agrees that the total value of the grants and other funds to be

provided by the State, acting through the Authority, to the Company or any other Inducer in accordance with this Agreement, or otherwise expended by the State, acting through the Authority, in support of the Project to satisfy the State's obligations set forth herein (which amounts exclude the value of any tax exemptions or rebates) shall not exceed Two Hundred Sixty-One Million Six Hundred Ninety-One Thousand Two Hundred Dollars (\$261,691,200.00), less the bond issuance costs incurred by the State to issue the bond(s) needed to fund such obligations (the "Maximum Inducer Commitment"), but excluding the Core Project Site Minerals Cost and the Industrial Access Road funding provided by MDOT.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Entire Agreement. This Agreement constitutes the essential agreement between the Company and the Inducers for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Company and the Inducers. The Parties intend that the Franchise Tax Fee-in-Lieu Agreement, the Ad Valorem Tax Agreement and Wetlands Agreement, and other agreements to which reference is made herein and which shall be prepared and/or executed prior to, on or promptly following the date of execution of this Agreement (any such agreement, an "Ancillary Agreement") shall be in accord with the terms and conditions described in this Agreement.

Section 16.02 Severability. If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

Section 16.03 Amendments. Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all parties who are affected by such amendment or their respective successors and assigns.

Section 16.04 Waiver. No delay or omission to exercise any right or power by any party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected thereby shall use their best reasonable efforts to secure such approval or authorization.

Section 16.05 Further Assurances. The Parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

Section 16.06 Coordination of Public Announcements and Other Events. From the date of passage of the Enabling Legislation until the first anniversary of the Start of Commercial Production, each Party shall coordinate with the other Parties regarding all press releases, other announcements, Events (as defined below) and publications concerning all facility-related milestones and events related to those milestones regarding the Project; provided, however, that no Party shall make any initial public announcement about the Project without first obtaining the prior, written consent of the Company, MDA and HCEDA. Any announcement, ribbon cutting, ground breaking or similar event held in the State and any other announcement, ribbon cutting, ground breaking, milestone event, celebration of accomplishment or any other event held in the State and hosted by the Company or any Affiliate thereof in connection with Project milestones for which any City officials or other City representatives, County officials or other County representatives, HCC officials or other HCC representatives, members of the State legislature, State-wide elected official (e.g. the Governor, Lieutenant Governor, etc.), MDA officials or other MDA representatives and/or members of the press are invited to attend (any “Event”) shall not occur unless such Event has been planned, coordinated and approved by each of the Company, MDA and HCEDA. In furtherance of the foregoing, no Event shall be held by the Company or any Affiliate thereof, nor shall the Company or any Affiliate thereof issue, release or otherwise distribute or publish any press release, media alert, Event notice or invitation or other such publication specifically concerning the Project without first obtaining the consent and approval of the MDA and HCEDA, which shall not be unreasonably withheld, conditioned or delayed; and provided, further, that the agenda for any Event including, but not limited to, the selection of any and all speakers scheduled to speak at such Event and the master attendee list for such Event must be approved by the MDA and HCEDA at least five (5) days prior to such Event, which approval shall not be unreasonably withheld, conditioned or delayed. To facilitate the foregoing, each of the Company, MDA and HCEDA shall designate an employee or other representative thereof to act as the contact person for such Party responsible for the coordination and approval on its behalf of the details of such Event, press release, media alert or other such announcement subject to this Section 16.06. Each of the Inducers agrees to cooperate fully with the Company to coordinate all press releases and other announcements, interviews, Events and all other publicity concerning the Project, including press releases and Events upon execution of this Agreement, and an event, currently scheduled for December 2019, to celebrate the first tire cured by the Project. Notwithstanding anything in this Section 16.06 to the contrary, the coordination requirements described in this section do not apply to events or publicity in the ordinary course of business and which are not milestone events, such as announcements, public speeches or publications related to donations, recruiting events or notices, sponsorship or participation/partnership in community or charitable organizations, financial reporting or trade press articles. The foregoing is not intended to, nor shall it be interpreted in such a manner as to, prevent or impair the Company or any Affiliate from fully complying with any securities laws or regulations and any applicable reporting obligations thereunder.

Section 16.07 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Mississippi. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement or any of the Ancillary Agreements may be instituted in any appropriate court of competent jurisdiction located in the First Judicial District of Hinds County, Mississippi.

Section 16.08 Notices. All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

THE COMPANY: Continental Tire the Americas, LLC
Timothy P. Rogers, CPA
Vice-President of Finance
1830 MacMillan Park Drive
Fort Mill, South Carolina 29707
Fax No.: (704) _____

With a copy to: Butler Snow LLP
R. Wilson Montjoy II
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157
Fax No.: (601) 985-4500

MISSISSIPPI DEVELOPMENT
AUTHORITY: Glenn McCullough, Jr.
Executive Director
501 North West Street (39202)
Post Office Box 849
Jackson, Mississippi 39205-0849
Fax No.: (601) 359-3613

MISSISSIPPI MAJOR
ECONOMIC IMPACT:
AUTHORITY: Glenn McCullough, Jr.
Executive Director
501 North West Street (39202)
Post Office Box 849
Jackson, Mississippi 39205-0849
Fax No.: (601) 359-3613

HINDS COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS: President
316 S. President Street
Jackson, Mississippi 39201
Fax No.: (601) 968-6794

HINDS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY: Executive Director
909 N. President Street
Jackson, Mississippi 39202
Fax No.: (601) _____

HINDS
COMMUNITY COLLEGE:

Hinds Community College
Attention: President
Hinds Community College
P. O. Box 1100
Raymond, MS 39154
Fax No.: (601) _____

CITY OF CLINTON,
MISSISSIPPI

City of Clinton
Attention: Mayor
300 Jefferson Street
Clinton, MS 39060
Fax No.: (601) _____

MISSISSIPPI COMMUNITY
COLLEGE BOARD:

Mississippi Community College Board
Attention: Executive Director
3825 Ridgewood Road
Jackson, MS 39211
Fax No.: (601) _____

CLINTON PUBLIC SCHOOL
DISTRICT:

Clinton Public School District:
Attention: Dr. Phillip G. Burchfield, Superintendent
Post Office Box 300
201 Easthaven Drive
Clinton, Mississippi 39060
Fax No. (601) 924-6345

With copy to:

Adams and Reese LLP
Attention: Phillip Buffington, Jr.
1018 Highland Colony Parkway, Suite 800
Ridgeland, Mississippi 39157
Fax No. (601) 944-9357

or to such other address as the receiving Party shall have most recently forwarded to the sending party pursuant to the provisions of this *Section 16.08*.

Section 16.09 Assignment.

(a) This Agreement is not generally assignable by the Inducers; provided, however, that each Inducer may, to the extent permitted by applicable law, assign any one or more of its obligations under this Agreement to any other Inducer if such other Inducer agrees to assume such obligation(s).

(b) The Company may not sell, assign or otherwise transfer the Project and/or this Agreement and the benefits provided herein to any Person, except for an Affiliate of the Company without first obtaining the written consent of the State, acting through the MDA and

the Authority, the County, and the HECDA, to such sale, assignment or transfer; provided, however that the Company shall provide written notice to the State, acting through the MDA and the Authority, the County and the HECDA at least sixty (60) days prior to the date any such sale, assignment or transfer is expected to be consummated.

(c) In addition, the Company may assign all or part of its rights and obligations to the Project under this Agreement, the Ancillary Agreements and all Exhibits and Schedule attached hereto or thereto as a collateral assignment to Company's lenders without the prior consent of the Inducers. In the event of a collateral assignment to the Company's lenders, the Inducers shall promptly provide to such lenders any consent to collateral assignment reasonably requested by the lenders.

Section 16.10 Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations hereunder (other than the obligation to make payment of amounts due hereunder), including the requirements set forth in *Sections 3.02* and *15.02* hereof, or to meet the requirements to earn a payment or other commitment of another Party hereto, the obligations of the party suffering such Force Majeure Event shall be suspended during the continuance of any inability so caused and/or the deadline to earn any such payments or other benefits shall be tolled for the period of such Force Majeure event and the deadline shall be extended for the period of such Force Majeure Event; provided, however, that such Party suffering the Force Majeure event shall (a) deliver prompt notice of the occurrence of such a Force Majeure event to the Party to whom the obligations are due, (b) use every commercially reasonable effort to eliminate such event of the effects thereof and shall deliver periodic status reports regarding such effort to the Party to whom the obligations are due, (c) promptly delivery notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering party's obligations, and(d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering party's obligations. Notwithstanding the preceding provisions of this *Section 16.10*, for the avoidance of confusion, no event of Force Majeure shall modify, amend, waive or in any way delay or abate, in whole or in part, the obligation of the Company to make those fee-in-lieu payments to the County prescribed in the Ad Valorem Tax Agreement, or any other payments of State and local taxes due from the Company in accordance with applicable law.

Section 16.11 Construction Means and Methods. Notwithstanding any of the approval rights granted to the Company under the terms of this Agreement, in no event shall the Company have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with any work to be performed hereunder by the State, the County, the City, MDOT or any of the other Inducers, including, without limitation, the Infrastructure Improvements, except to the extent expressly permitted by this Agreement.

Section 16.12 Counterparts. This Agreement may be executed in several counterparts such that each party hereto shall receive a fully executed original, all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

Section 16.13 Parent Guaranty. Notwithstanding any other provision of this Agreement to the contrary, the parties to this Agreement other than the Company shall have no obligations nor shall this Agreement be enforceable against such parties unless and until Continental AG (“Guarantor”) shall have executed and provided to the Inducers a written guaranty in the form attached as **Schedule 16.13** guarantying the obligations of the Company set forth in *ARTICLE XV*. The amount of the guaranty will automatically adjust as the Clawback obligations change (e.g. will increase as additional Clawback Funds are provided or expended and will decrease as Investment and Jobs Commitments are met).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by a duly authorized officer, the State has caused its name to be hereunto subscribed by the Executive Director of the MDA and the Authority, MDA has caused its name to be hereunto subscribed by the Executive Director, the Authority has caused its name to be hereunto subscribed by the Executive Director, the County has caused its name to be hereunto subscribed by the President of the Board of Supervisors and attested by the Clerk of the Board, the HCEDA has caused its name to be hereunto subscribed by the President of the Board of Trustees of the HCEDA, the CPSD has caused its name to be hereunto subscribed by the President of the Board of Trustees of the CPSD, the City has caused its name to be hereunto subscribed by the Mayor and attested by the City Clerk, HCC has caused its name to be hereunto subscribed by its President, MCCB has caused its name to be hereunto subscribed by its Executive Director as of the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGES]

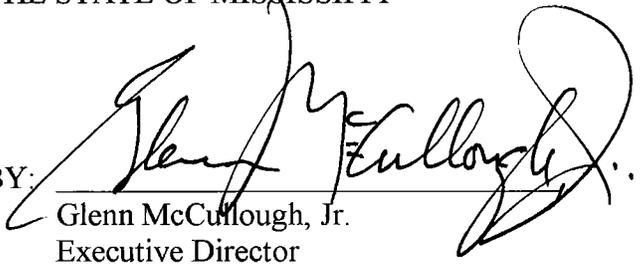
STATE OF MISSISSIPPI

3/8/6
DATE

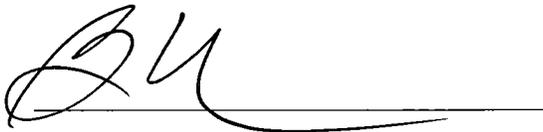
BY: 
Phil Bryant, Governor

MISSISSIPPI MAJOR ECONOMIC
IMPACT AUTHORITY
and
MISSISSIPPI DEVELOPMENT
AUTHORITY
Acting for and on behalf of
THE STATE OF MISSISSIPPI

2/5/16
DATE

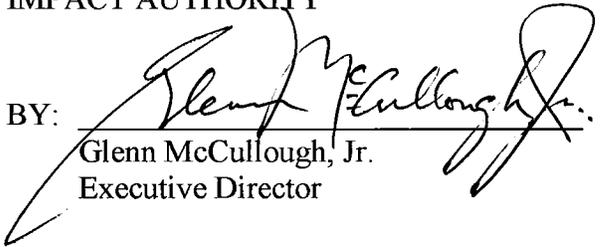
BY: 
Glenn McCullough, Jr.
Executive Director

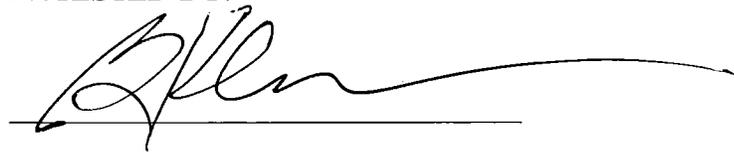
ATTESTED BY:



MISSISSIPPI MAJOR ECONOMIC
IMPACT AUTHORITY

2/5/14
DATE

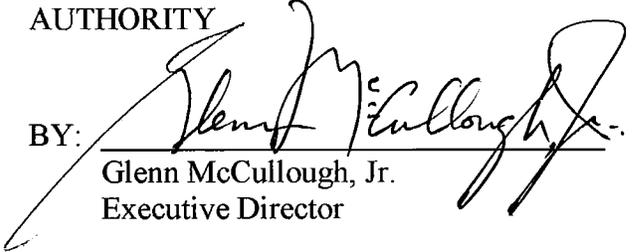
BY: 
Glenn McCullough, Jr.
Executive Director

ATTESTED BY:


MISSISSIPPI DEVELOPMENT
AUTHORITY

2/5/16
DATE

BY:


Glenn McCullough, Jr.
Executive Director

ATTESTED BY:

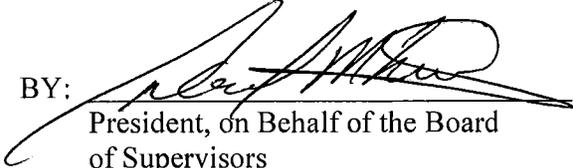


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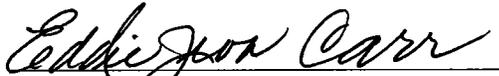
DATE

HINDS COUNTY, MISSISSIPPI

BY:


President, on Behalf of the Board
of Supervisors

ATTESTED BY:


Chancery Clerk



MISSISSIPPI COMMUNITY COLLEGE
BOARD

February 8, 2016
DATE

BY: Andrea Mayfield
Dr. Andrea Mayfield
Executive Director

ATTESTED BY:

[Signature]

HINDS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

FEB 08 2016

DATE

BY:



Joe Rooks, President of the Board of
Trustees

CITY OF CLINTON, MISSISSIPPI

FEB 08 2016

DATE

BY: *Phil Fisher*
Phil Fisher, Mayor

ATTESTED BY:

Ronette Wall
City Clerk

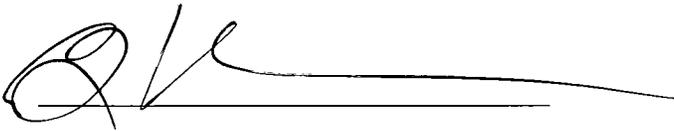


HINDS COMMUNITY COLLEGE

February 8, 2016
DATE

BY: 
Dr. Clyde Muse, President

ATTESTED BY:

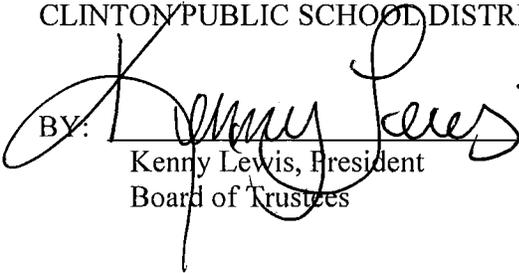


CLINTON PUBLIC SCHOOL DISTRICT

FEB 08 2016

DATE

BY:

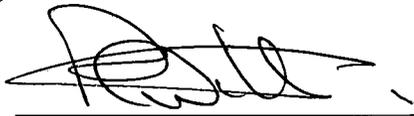

Kenny Lewis, President
Board of Trustees

ATTESTED BY:


Ingrid Williams, Secretary
Board of Trustees

CONTINENTAL TIRE THE AMERICAS,
LLC

February 8, 2016
DATE

BY: 
Paul Williams, Executive Vice
President

February 8, 2016
DATE

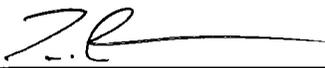
BY: 
Tim Rogers, Vice President of
Finance

EXHIBIT A

Map Depicting Location of Core Project Site and Adjacent Parcels

(see attached)

EXHIBIT A
Core Project Site and Adjacent Parcels

Adjacent Parcel #1
280 +/- acres
(Tax Parcel 2966-298)

Adjacent Parcel #8
(Tax Parcel 2966-288)

635 +/- acre
Core Project Site
Section 16 Land
Tax Parcel No. 2966-363

Adjacent Parcel #2
(Tax Parcel 2966-361)

Adjacent Parcel #3
(Tax Parcel 2966-432-1)

Adjacent Parcel #6
(Tax Parcel 4966-425)

Adjacent Parcel #5
(Tax Parcel 4966-418)

Adjacent Parcel #4
(Tax Parcel 4966-430 and
2966-361)

Adjacent Parcel #7
(Tax Parcel 2966-435)

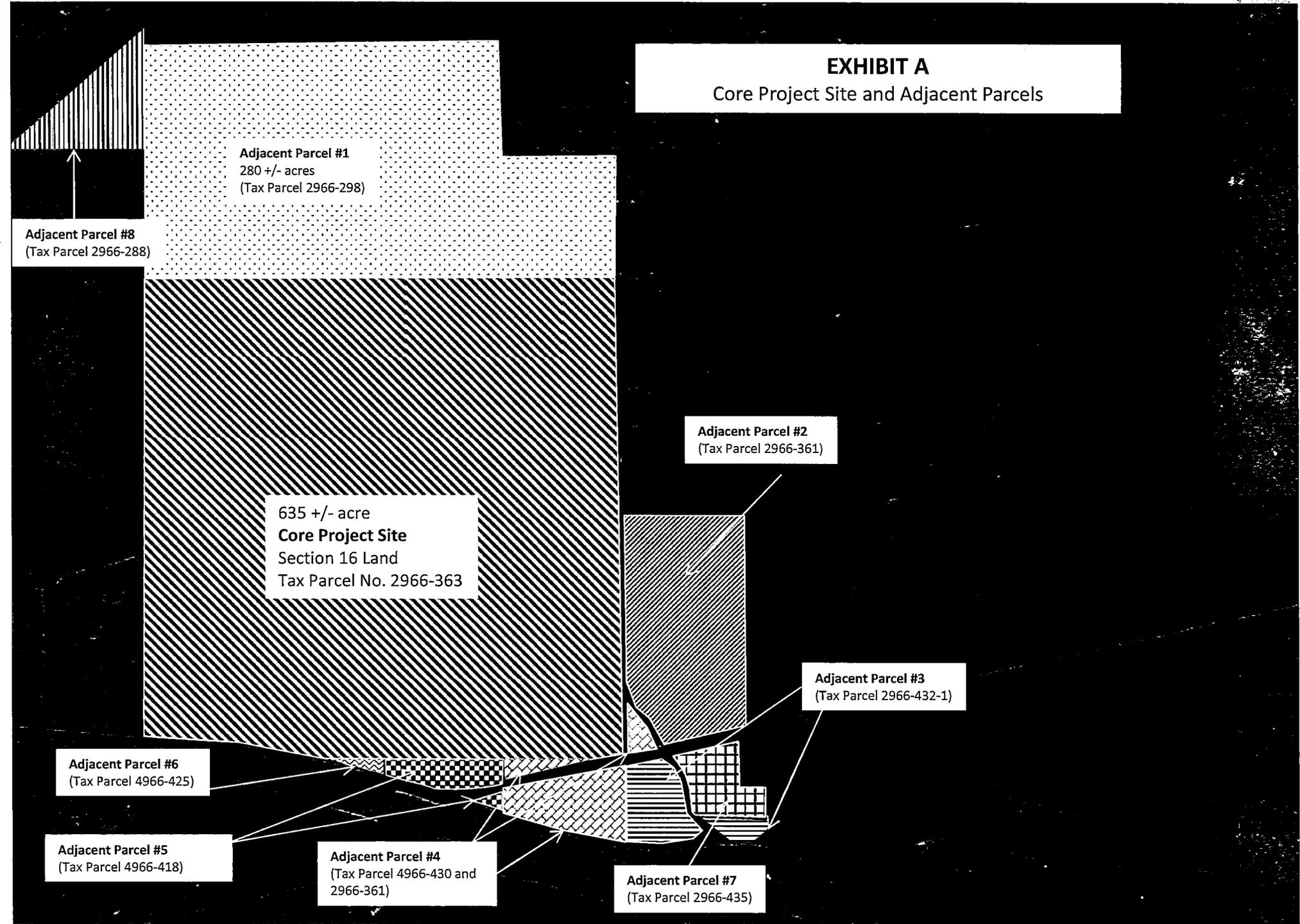
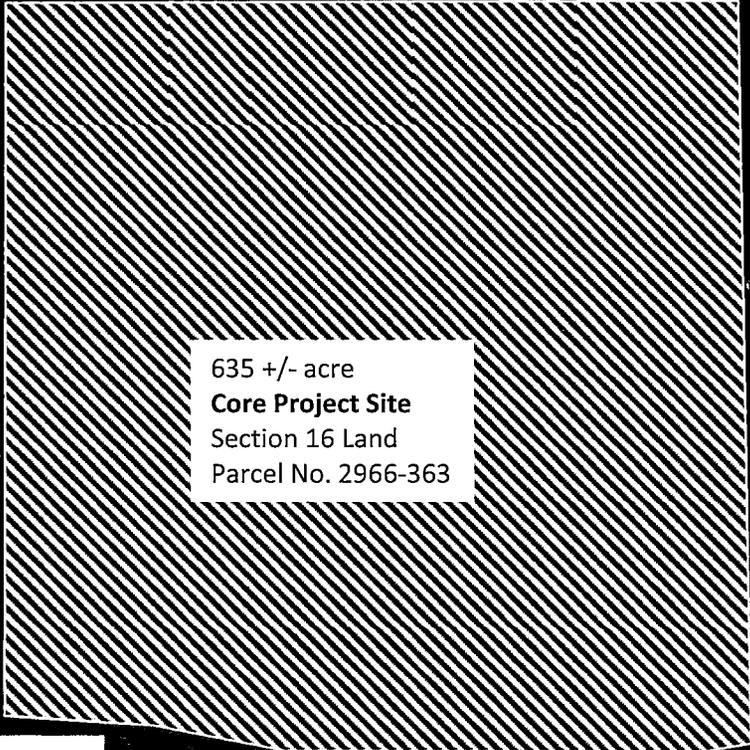


EXHIBIT A-1

Map Depicting Location of Adjacent Parcels – South

(see attached)

EXHIBIT A-1
Core Project Site and Adjacent Parcels – South



635 +/- acre
Core Project Site
Section 16 Land
Parcel No. 2966-363

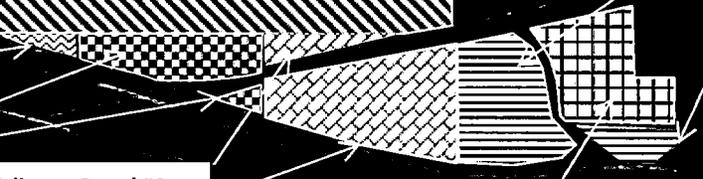
Adjacent Parcel #6
(Tax Parcel 4966-425)

Adjacent Parcel #5
(Tax Parcel 4966-418)

Adjacent Parcel #4
(Tax Parcel 4966-430)

Adjacent Parcel #7
(Tax Parcel 2966-435)

Adjacent Parcel #3
(Tax Parcel 2966-432-1)



SCHEDULE 1.01(b)

Form of Additional Aid Agreement

(see attached)

**ADDITIONAL AID AGREEMENT FOR THE PROVISION OF FIREFIGHTING,
HAZARDOUS MATERIALS EMERGENCY RESPONSE, TECHNICAL RESCUE AND
MEDICAL RESPONSE ASSISTANCE
AMONG**

CONTINENTAL TIRE THE AMERICAS, LLC,

CITY OF CLINTON, MISSISSIPPI

AND

HINDS COUNTY, MISSISSIPPI

THIS ADDITIONAL AID AGREEMENT FOR THE PROVISION OF FIREFIGHTING, HAZARDOUS MATERIALS EMERGENCY RESPONSE, TECHNICAL RESCUE AND MEDICAL RESPONSE ASSISTANCE (hereinafter, the "Agreement") is made and entered on this the 8th day of February, 2016, by and among Continental Tire the Americas, LLC (the "Company"), the Fire Department of the City of Clinton, Mississippi by and through the City of Clinton, Mississippi ("Clinton") and the Hinds County Emergency Operations Center by and through the Hinds County, Mississippi, Board of Supervisors ("Hinds"), (the Company, Clinton and Hinds being jointly the "Parties"), for firefighting, hazardous materials emergency response, technical rescue and medical response assistance.

WITNESSETH:

WHEREAS, to provide a 1st level response to firefighting and medical aid incidents, the Company maintains basic equipment and personnel for the suppression of minimal fires and provision of certain limited medical services at its facility to be constructed and operated on the property described on Exhibit A (the "Facility");

WHEREAS, Clinton maintains extensive equipment and personnel for the protection of life and property from fire or hazardous materials emergencies including basic medical support, basic and advanced life support, special and technical rescue events involving vehicular incidents, and trench, building, and confined space extractions (together, "Additional Aid Services");

WHEREAS, Clinton and Hinds have found it mutually beneficial to coordinate and assist each other from time to time, and do coordinate and assist each other from time to time, in the provision of Additional Aid Services;

WHEREAS, the Parties desire to augment the fire protection and medical response capabilities available at the Facility by entering into this Agreement for the provision of Additional Aid Services;

WHEREAS, the Facility is located within the boundaries of Hinds County, Mississippi, and in

immediate proximity to the corporate municipal boundaries of the City of Clinton, Mississippi so that the provision of Additional Aid Services by Clinton is feasible; and

WHEREAS, in exchange for payment of the actual and reasonable cost of services rendered (as determined in accordance with Section 5 hereof), and other good and valuable consideration, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement for the provision of certain Additional Aid Services to the Company at the Facility by Clinton, in order to enhance the safety and security of the Facility.

NOW, THEREFORE, IN EXCHANGE OF GOOD AND VALUABLE CONSIDERATION, BE IT AGREED THAT:

1. The Company shall provide an initial and 1st level response to firefighting and medical response incidents for the suppression of minimal fires and provision of certain limited medical services occurring at the Facility.
2. In the event additional levels of firefighting, hazardous materials emergency response, technical rescue, and medical support (2nd and 3rd levels) are needed beyond the initial and limited capabilities provided by the Company and pursuant to Miss. Code Ann. § 21-25-5, the Parties enter into this Agreement for the provision of Additional Aid Services to the Company at the Facility by Clinton for the following events:
 - a. Roof fire;
 - b. Raw material warehouse fire;
 - c. Finished goods warehouse fire;
 - d. Multiple person casualty event (three or more persons injured to the extent requiring ambulance service);
 - e. Explosion (i.e. natural gas explosion);
 - f. Any fire burning in or near polar solvents, hydrocarbon fuels, hazardous materials;
 - g. Fire or event requiring activation of ladder truck;
 - h. Any natural disaster with loss of structures or structural collapse events;
 - i. Any entrapment or engulfment event;
 - j. Potential act or acts of terrorism (i.e. mass shooting); and
 - k. Any other emergency response activity whereby a defensive emergency response operation becomes necessary.
3. In the event the Company dispatches a local ambulance service to the Facility other than that noted in subpart 2(d) above, no response shall be required by Clinton.
4. Requests from the Company to Clinton for Additional Aid Services at the Facility, and the provision of such services by Clinton under the terms of this Agreement, shall be accomplished in accordance with detailed operational plans and strict procedures, which shall be developed jointly by the Company, the Director of the Hinds County Emergency Operations Center and Clinton. The Parties agree to work together to implement such plans and procedures in a manner compatible with the operational authorities of each. *In the absence of more specific procedures*, the Parties will generally proceed as follows:

Additional Aid Agreement

- a. The request for Additional Aid Services to be provided at the Facility shall be made by the Company to Clinton via the Hinds County Emergency Operations Center (e.g., a 911 call), which shall immediately relay or otherwise dispatch such call to Clinton;
 - b. The senior officer on duty at Clinton receiving such request from the Company for Additional Aid Services at the Facility shall take the following actions:
 - i. Immediately determine if the requested apparatus and personnel of Clinton are available to respond to such call for assistance.
 - ii. In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the Company; provided, however, that Clinton reserves the right to withhold (*i.e.*, not dispatch) or withdraw any apparatus and/or personnel when necessary, in the sole discretion of the officer-in-charge of Clinton, to respond to an emergency within the municipal boundaries of the City of Clinton. If such apparatus and personnel are not available, or if the senior officer on duty at Clinton deems that additional assistance is needed, then Clinton may request such apparatus and personnel from Hinds as the senior officer on duty deems necessary and as are available and may be deployed by Hinds.
 - c. Upon request for Additional Aid Services in accordance with the terms of this Agreement, the incident commander will be identified consistent with the Unified Command Structure ("UCS") pursuant to the National Incident Management System whereby the currently accepted Incident Command System may be applied. The details of the UCS will be determined and agreed upon through local emergency planning committee meetings. Without limiting the foregoing but for the avoidance of any confusion, in the event that Clinton arrives at the Facility in response to such a request by the Company, then the incident commander shall, subject to the first sentence of this subpart (c), be the ranking Clinton officer.
 - d. Any response by Hinds or any volunteers responders dispatched thereby to the Facility in response to a request by the Company for Additional Aid Services shall be made in accordance with Hinds policies and procedures, except as specifically modified hereby, including, without limitation, the provision thereby of any support to Clinton in connection with a request by the Company for Additional Aid Services, pursuant to any existing mutual aid agreement between Clinton and Hinds.
5. In exchange for the required Additional Aid Services provided for herein, the Company agrees to compensate Clinton for all actual and reasonable costs associated with the provision of services under this Agreement as follows:
- a. For equipment, the FEMA Schedule of Equipment Rates or the most current published rates;
 - b. For equipment damaged during provision of any Additional Aid Services, the actual and reasonable replacement costs thereof, normal wear and tear excepted;

Additional Aid Agreement

- c. For materials consumed, the actual and reasonable replacement costs thereof; and
- d. For personnel, the current hourly wage rates of the responding employees of Clinton.

Clinton shall provide to the Company itemized invoices stating the amount due and detailing the cost of the services performed and materials consumed. the Company shall pay the same within thirty (30) days of receipt.

- 6. The term of this Agreement shall be for a period of thirty (30) years, commencing as provided for in, and subject to earlier termination in accordance with, Section 12 hereof.
- 7. Subject to Section 11-46-1, *et seq.* of the Mississippi Code of 1972, as amended, the Parties hereby agree that any liability resulting from acts or omissions of the other in the provision of services under this Agreement shall, to the extent permissible under Mississippi law, be solely the responsibility of the liable party without any recourse as to the other. The Parties further agree that the performance by Clinton and Hinds of its obligations hereunder shall at all times be deemed to constitute the performance of a governmental entity and its employees acting within the course and scope of their employment or duties. Notwithstanding the foregoing, Clinton agrees to maintain general liability insurance coverage in the minimum amount of \$500,000.00 for each action/occurrence.
- 8. Training:
 - a. On an annual or more frequent basis, the Company may request that Clinton participate in training specific to serve the Additional Aid Services of the Facility and that may also benefit Clinton. If Clinton elects to participate in such training, the costs associated with such training, including, without limitation, the labor and equipment costs incurred by Clinton during the provision of such training, shall be funded or otherwise allocated by mutual agreement between Clinton and the Company at such time.
 - b. The Company and Clinton (*i.e.*, the Chief of the Fire Department of the City of Clinton, Mississippi, and such other Clinton officers or employees as determine by the Chief in his or her discretion) mutually agree to annually, or more frequently as mutually agreed upon, meet at the Facility to conduct a review of the following topics:
 - i. Facility orientation;
 - ii. Review of any expansion plans;
 - iii. Response protocol review;
 - iv. Review of calls/events occurring within the last twelve (12) months; and
 - v. Any other Facility specific training/topics.
- 9. All notices, invoices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent by a nationally recognized overnight courier service, or sent by

Additional Aid Agreement

registered or certified mail, postage prepaid, to the Parties at the following addresses (or at other address for a party as shall be specified by like notice):

a. If to Clinton, then:

City of Clinton, Mississippi
Mayor Phil Fisher
300 Jefferson Street
Clinton, Mississippi 39060

b. If to Hinds, then:

Hinds County
President, Board of Supervisors
316 South President Street
Jackson, Mississippi 39201

c. If to the Company, then:

Continental Tire the Americas, LLC
Tim Rogers, Vice President of Finance
1830 MacMillan Park Drive
Fort Mill, SC 29707

10. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.
11. This Agreement shall be governed by, and construed in accordance with, the law of the State of Mississippi.
12. This Agreement shall become effective upon the date first annotated above, and shall remain in full force and effect until expiration of the term provided for herein, or cancelled by mutual agreement of the Company and Clinton.

Additional Aid Agreement

IN WITNESS WHEREOF, each of the undersigned Parties have made and executed this Agreement on the respective dates under each signature set forth below.

Phil Fisher
Mayor
City of Clinton, Mississippi

Date

Darrel McQuirter
President, Board of Supervisors
Hinds County, Mississippi

Date

Paul Williams
Executive Vice President
Continental Tire the Americas, LLC

Date

Tim Rogers
Vice President of Finance
Continental Tire the Americas, LLC

Date

EXHIBIT A

Property Description

Section 16, Township 6 North, Range 2 West, Second Judicial District, Hinds County, Mississippi, and the Southwest Quarter (SW 1/4), the West Half of the Southeast Quarter (W 1/2 of SE 1/4), and the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 9, Township 6 North, Range 2 West, Second Judicial District, Hinds County, Mississippi.

SCHEDULE 1.01(e)

Approximate Legal Description of Adjacent Parcels

In the event of a conflict between the descriptions of the Adjacent Parcels below and in the Adjacent Parcel Options, the descriptions in the Adjacent Parcel Options shall control.

Adjacent Parcel Number 1 (Tax Parcel No. 2966-298)

The Southwest Quarter (SW $\frac{1}{4}$), the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9, Township 6 North, Range 2 West

Adjacent Parcel Number 2 (Tax Parcel No. 2966-361)

The West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, Township 6 North, Range 2 West, less and except that portion to the railroad and that portion lying south of the railroad.

Adjacent Parcel Number 3 (Tax Parcel No. 2966-432-1)

The NW $\frac{1}{4}$ of Section 22, Township 6 North, Range 2 West, lying north of Interstate 20 and west of North Norrell Road; less and except that portion to the railroad.

That portion of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 22, Township 6 North, Range 2 West, bounded by the Craftsmen's Club property to the north, North Norrell Road to the west, St. Thomas Parkway to the east and Interstate 20 to the south.

Adjacent Parcel Number 4 (Tax Parcel No. 4966-430)

The East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 21, Township 6 North, Range 2 West, lying north of Interstate 20, less and except that portion to the railroad.

Adjacent Parcel Number 5 (Tax Parcel No. 4966-418)

The West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 21, Township 6, Range 2 West, lying north of Interstate 20, less and except that portion to the railroad.

Adjacent Parcel Number 6 (Tax Parcel No. 4966-425)

The NW $\frac{1}{4}$ of Section 21, Township 6 North, Range 2 West lying north of Interstate 20.

Adjacent Parcel Number 7 (Tax Parcel No. 2966-435)

Certain properties located in the N½ of the NW ¼ of Section 22, T6N, R2W, Hinds County, Mississippi and being more particularly described as follows

Commencing at the NE corner of the NW ¼ of the NE ¼ of Section 22, T6N, R2W, Hinds County, Mississippi, run South 89 degrees 56 minutes West, 302.64 feet to an Iron Pin; thence South 1340.41 feet, to an Iron Pin, thence North 89 degrees 38 minutes West, 986.88 feet, to an Iron Pin; thence North 0 degrees 27 minutes West, 673.04 feet, to an Iron Pin, thence North 89 degrees 23 minutes West, 510.31 feet, to an Iron Pin marking the Southeast corner of the Mary Harper property as described in Deed Book 319, Page 536, at the Chancery Clerk's Office in Raymond, Hinds County, Mississippi; thence continue North 89 degrees 23 minutes West, 576.14 feet, to an Iron Pin, said Iron Pin being the Point of Beginning of the property herein described From the Point of Beginning, continue North 89 degrees 23 minutes West, 362.09 feet, to an Iron Pin; thence North 1 degree 58 minutes East, 361.00 feet, to an Iron Pin, thence South 89 degrees 23 minutes East, 362.09 feet; thence South 1 degree 58 minutes West, 361.00 feet, to the Point of Beginning, containing 3.00 acres, more or less.

TOGETHER WITH

Beginning at a point on the East right-of-way line of a local road known as the Norrell Road where said East right-of-way line intersects the South right-of-way line of the Illinois Central Railroad in the Southwest Quarter of the Southwest Quarter of Section 15, Township 6 North, Range 2 West, Hinds County, Mississippi; run thence 77° 40' East along said Railroad right-of-way line 763.6 feet to a point; run thence South 869 feet to a point; run thence West 453.2 feet to a point on the East right-of-way line of said Norrell Road; run thence in a northerly direction along the East right-of-way line of said Norrell Road to the point of beginning, all of said lands containing 10 acres, more or less, and lying in the Southwest Quarter of the Southwest Quarter of Section 15 and the Northwest Quarter of the Northwest Quarter of Section 22, Township 6 North, Range 2 West, Hinds County, Mississippi.

Adjacent Parcel Number 8 (Tax Parcel No. 2966-288)

Up to 20 acres off the north side of the following described property, as set forth in that certain Contract for Option to Purchase Real Estate dated as of January 26, 2016:

That certain property known as the "Wasson Place" and described as follows, to-wit:

One hundred and two and twenty one hundredths acres, more or less, in the south east angle of the Southeast Quarter (SE ¼) and two and twenty five hundredths acres, more or less, off of the south end of the east half of the southwest quarter (E ½ of SW ¼) of Section 8, Township 6, Range 2 West, and being the same land conveyed to Molly C. Wasson and Miss. F.K. Mellon by deed from E. L. Stevenson under date of Jan. 9th, 1895 and recorded in Book 65, page 579 in the Office of the Chancery Clerk at Raymond, Miss. Said property also being part of the land conveyed by Deed recorded in Book 89, Page 284 and part of the land devised under the Estate of May Smith Roberts.

SCHEDULE 1.01(x)
Approximate Legal Description of Core Project Site

All of Section 16, Township 6 North, Range 2 West

LESS AND EXCEPT:

A permanent and exclusive easement of use for Interstate Highways as more particularly described in that certain conveyance to State Highway Commission of Mississippi filed of record on October 20, 1965 and recorded in Book 207 at Page 63.

SCHEDULE 1.01(xxx)

Permitted Encumbrances

Permitted Encumbrances shall mean the following:

1. The lien for taxes, if any, not yet due and payable.
2. Any lease or easement granted by the Clinton Public School District that will not survive conveyance of the Core Project Site to the Company.
3. Encroachment of power poles, fence and mailbox along north east property line, encroachment of fence along northern property line, and possible encroachment of fiber optic utility lines along southern property line as shown on survey by The Pickering Firm dated as of October 29, 2015.
4. Right of Way Easement to Mississippi Power & Light Company, filed in Book 417, Page 434.
5. Norrell Road Right of Way Easement to Hinds County, Mississippi, filed in Book 238, Page 48.
6. Right of Way Grant Easement to Mississippi Valley Gas (now Atmos), filed in Book 364, Page 437 and Book 364, Page 432.
7. Subject to release of damages, loss of abutter's rights of access, as contained in Deed to the State Highway Commission, filed in Book 207, Page 63.

SCHEDULE 1.01(jjj)

Reimbursement Process

I. Reimbursement or Disbursement Process Description: In order for the Company to obtain reimbursement from the Authority for any amounts previously paid by the Company (or, to the extent permitted in accordance with this Schedule, payment by the Authority of amounts payable by the Company directly to its contractors or vendors) for Project-related costs incurred by the Company (except for Workforce and Temporary Office Costs), which are eligible for such reimbursement or direct payment as the case may be in accordance with the Agreement, using proceeds from the:

1. the Adjacent Parcels Acquisition Grant;
2. the Core Project Site Acquisition Grant;
3. Wetlands Mitigation;
4. the Initial Inside-the-Fence Grant;
5. the Additional Inside-the-Fence Grant;
6. the Recruitment, Relocation, Training Funding and Temporary Office Grant; and
7. the Training Facility Funds.

The Company shall submit a requisition to the Authority (upon which the Authority may rely conclusively), signed by an authorized representative of the Company, which shall include:

- (a) the requisition number;
- (b) a copy of each invoice for which reimbursement is requested;
- (c) the amount of the reimbursement to be paid to the Company;
- (d) certification that each obligation, item of cost or expense mentioned therein has been properly incurred, is a proper expense for which the reimbursement may be granted, and has not been the basis of any previous reimbursement by the Authority or any other Inducer; and
- (e) certification that the Company has previously paid the entire amount for which reimbursement is being sought for amounts paid by the Company for costs incurred thereby.

Notwithstanding the foregoing, the Authority agrees that the Company may designate a representative thereof (the "Company Representative"), who shall have the authority to (i) submit to the Authority the requisitions described above, (ii) make any certifications on behalf of the Company in connection therewith (which certifications shall be binding on the Company), and (iii) direct the Authority to remit the requested payment (A) to the Company in the form of a

reimbursement for eligible costs already paid by the Company, or (B) directly to any contractor or vendor that is the payee in accordance with an invoice submitted pursuant to item (b) above; provided, however, that such direct payments to a contractor or vendor shall be permitted only with respect to the following:

- (x) any contractor performing work pursuant to a construction agreement which is subject to Code Section 27-65-21; or
- (y) any vendor provided that the amount to be paid to such vendor in accordance with an invoice submitted pursuant to item (b) is equal to or greater than One Million Dollars (\$1,000,000.00).

II. Timing. The Authority shall make commercially reasonable best efforts to pay each requisition within thirty (30) days of receipt of such requisition by the Authority and shall pay the same within forty-five (45) days of such receipt. In the event that the Authority does not remit to the Company any such reimbursement payment (or, to the extent permitted in accordance with this Schedule, a payment directly to the Company contractor or vendor) within the forty-five (45) day period following the receipt by the Authority of the completed requisition for such payment, interest shall accrue and be payable on such past-due amount at the Default Rate prorated daily. However, the Authority shall not be required to make the first reimbursement payment or any direct payment permitted herein prior to September 15, 2016.

SCHEDULE 6.01(a)

Additional Site Preparation Work:

Additional items to be included as a part of the Site Preparation Work:

1. On-site Rail Spur which is estimated to be 11,250 ft. of new line, including rail bed and crushed stone base
2. 6" crushed stone base on top of a ring road and other on-site roads (assumed 12,500 ft. in length and 18' wide for approximately 7,500 tons)
3. 8' chain link fence around the entire property (approximately 20,500 lin. ft.)
4. 4" crushed stone base at site for construction trailers and construction parking area (approximately 10,000 tons which is approximately 1100' by 400' area)
5. 6" of crushed stone on top of phase 1 building pad and phase 1 FGW (approximately 30,000 tons), and raising the FGW by 4' for dock elevation.

SCHEDULE 6.01(b)

Preliminary Site Preparation Design

The Authority will provide the remainder of selective clearing and grubbing of the Project Site and earthwork required to provide a building pad for both Phase I (2023 Building Plan) and Phase II (2028 Building Plan). These activities are set forth in general terms below. However, detailed design requirements will be prepared prior to June 15, 2016 and those requirements will become the operative requirements.

1) Selective clearing & grubbing

- Not later than October 1, 2016, the Authority will begin clearing and grubbing of the remaining Project Site. Excluded from the scope is non-mitigated wetlands and visual protection at the relevant borders of the Project Site

2) Site grading & preparation of building pad

- Grading plan to be agreed on by State and Company at an economic pad elevation (target of 280 feet)
- Approximate areas of building pad:
 - 55 acres Phase I (2023) and 50 acres Phase II (2028) (total acreage of 105 acres)
- Site preparation does not include structural foundations for rebound mitigation, construction of stone base on pad or roadways, asphalt, major on-site drainage piping, curbing for roadways & parking areas

3) Timing

- Start of grubbing & clearing – October 1, 2016
- Delivery pad Phase I – September 15, 2017
- Delivery pad Phase II and all remaining site grading – February, 15 2018

4) Acceptance Criteria

- Compaction tolerance (building pad, roads, pavements):
 - 98% Standard Proctor in the top 12 inches of sub grade (12,400 ft-lbf/ft)
 - 95% Standard Proctor below the top 12 inches of sub grade (12,400 ft-lbf/ft)
- Leveling tolerance
 - +/- 0.1 foot top surface of subgrade (building pad, roads, pavements)
 - +/- 0.2 foot top surface of finish grade (landscape)

SCHEDULE 6.01(d)

Engineering Oversight

The engineer will provide engineering oversight, review and periodic inspection services acting as an agent of the State of Mississippi for the design, construction, and oversight of the project from all sources provided by State and local unit of government.

The engineer will:

- 1 Attend regularly scheduled meetings on-site;
- 2 Review project schedules;
- 3 Review project budgets and escalate concerns if needed to all parties;
- 4 Review and approve engineering and construction pay applications;
- 5 Make periodic site inspections, taking photographs of the construction progress of the exterior site;
- 6 Provide a monthly report including construction progress, budget status and comments regarding the overall project schedule;
- 7 Advise the Authority and related parties of ongoing issues or the potential for issues that may cause budget over runs and/or delays in the project schedule;
- 8 Provide closeout budget summary of expenditures at the completion of each phase of the work; and
- 9 Provide other oversight and related services reasonably requested by the Authority related to funds provided by MDA and the local unit of government.

As a result of the oversight process, certain information to be provided to the Authority and/or the engineer will contain confidential and proprietary commercial information which, if disclosed, would cause irreparable injury to the Company. Consequently, the engineer will execute a non-disclosure agreement. Further, prior to any work product publication by the engineer or any response to a request for the production of any schedules, documentation or photographs under the Freedom of Information Act and/or the Mississippi Public Records Act, as codified in Code Sections 25-61-1, *et seq.*, the engineer and/or the Authority shall consult with the Company to confirm the protection of trade secrets and confidential commercial and financial information from production and/or publication, in accordance with Code Sections 25-61-9 and 75-26-1, *et seq.*

SCHEDULE 8.01

Industrial Access Road Improvements

The Industrial Access Road Improvements shall include the following:

Beginning at the Bolton interchange and continuing to the Northside Drive crossing, an additional 4.5" of asphalt overlay is planned. From Northside Drive to the property entrance, a 6" reclamation process is planned and then an additional 4.5" of asphalt would be placed on top of that. From the entrance toward Norrell Road, a new alignment 4-lane frontage road with turn lanes for each entrance and two new traffic signals at the main entrances will be provided. The new alignment section will include a new 4-lane bridge over the KCS Railway and would stay on new alignment all the way back to Norrell Road.

In addition to these frontage road improvements, the additional traffic demand arising from the ultimate buildout will require that much of the interchange ramp and frontage road configuration be modified. The north frontage road will need to be relocated further north in order to accommodate the additional vehicle stacking distance between the ramp and the frontage road. This relocation will mean that a new alignment frontage road will be built both east and west of Norrell Road. Additional lanes on Norrell Road between the relocated north frontage road and the north I-20 ramp will be required, as well as additional lanes on the westbound off-ramp for stacking. On the south side of I-20, improvements will include installation of a new loop ramp in the SW quadrant in order to accommodate the large increase in vehicle demand. The loop ramp will also require a bridge on I-20 to be widened, as well as an extra I-20 lane past the bridge for approximately 1,000'. The addition of the loop ramp will mean that the two (2) south ramps will require relocation as well as the south frontage roads. Traffic signals would be required at the south ramps, the north ramps and the north frontage road. Interchange lighting and new lighting along the relocated frontage road is also included in this scenario.

SCHEDULE 9.01

Description of Rail Improvements

The Rail Improvements will include work that will begin at the KCS mainline just southeast of the southeast corner of the Project Site and continue up the eastern side of the Project Site. The rail spur will include a Y configuration (2 tracks) coming off the mainline KCS tracks going northward toward the Project Site. Once the two Y tracks join, the main spur will proceed north into the Project Site approximately 4,000' from the end of the Y. Additionally, a run-around track will be required approximately 2,600' long, parallel to the mainline rail spur track. Switches necessary for this track are included. Additional tracks for loading or further connections into the Project Site toward any Project buildings are not included in the Rail Improvements. Rail Improvements will also include construction of a large box culvert to accommodate drainage.

SCHEDULE 10.01(a)

Description of Water Supply Improvements

The City will connect a new 12" diameter water main to an existing City of Clinton 12" diameter water main at the intersection of Industrial Park Drive and West Northside Drive. From there, the new 12" line will extend westward to North Norrell Road; then southward along North Norrell Road to the project site and along a portion of the site's eastern border. The City shall be responsible for all necessary easements or right of way.

Water meters will be provided and installed, the cost of which is included in the attached cost estimate, at two connections to the main, at locations identified by the Company.

The Water Improvements will include construction of an 800 gpm well with a 32,000 gallon hydropneumatic tank at a site provided by the Company in the northeast quadrant of Project Site fronting the west side of North Norrell Road. The well system will be connected to the proposed water main on North Norrell Road. If an adequate aquifer is not available at this location, another site will be provided for the well. Depending upon location, additional length of water main may be required to connect the well to the main serving the Project Site.

The water system improvements will meet the following demands:

- 810 gpm at 65 psi peak production flow
- 501,000 gpd at 65 psi for ultimate production demand

Construction Water Supply

In the event that construction of the new facilities on-site must begin prior to completion of the overall water distribution system improvements required to support the completed on-site facilities, the segment of the permanent water main along North Norrell Road will be constructed to support construction activities. The 12" water line will be installed from West Northside Drive southward along the right-of-way of North Norrell Road to the northeast corner of the site, and will then continue southward in an easement on the Project Site. A temporary water meter will be provided and installed at a location selected by the Company, to serve as a connection point for water service during construction. A temporary 4" water line will be extended approximately 2,500 feet into the Project Site, terminating at a location designated by the Company. A backflow preventer will be installed on the temporary water line.

Attachment to Schedule 10.01(a)

EXHIBIT 3WND- WATER

PROJECT POTTER PRODUCTION WATER @ 810 GPM

COST ESTIMATE

**12" WATER LINE AND WELL SYSTEM IMPROVEMENTS WITH 2500 LF TEMPORARY WATER LINE INTO SITE
SERVICE FROM WEST NORTHSIDE DRIVE ONLY WITH WELL AS EMERGENCY SUPPLY**

DESCRIPTION	UNIT COST	UNITS	QUANTITY	TOTAL COST
<u>WATER SYSTEM IMPROVEMENTS</u>				
02102-1	\$ 3,000	ACRE	6.8	\$ 20,402
02224-1	\$ 350	LF	0	\$ -
02224-2	\$ 40,000	EACH	0	\$ -
02224-3	\$ 115	LF	550	\$ 63,250
02370-1	\$ 3	LF	1560	\$ 4,680
02540-1	\$ 2,500	ACRE	7.8	\$ 19,477
02555-1	\$ 32	LF	20850	\$ 667,200
02555-2	\$ 2,200	EA	23	\$ 50,600
02555-3	\$ 1,850	EA	0	\$ -
02555-4	\$ 9,500	TON	2.5	\$ 23,275
02555-5	\$ 2,400	EA	1	\$ 2,400
02555-6	\$ 150	EA	17	\$ 2,550
02555-7	\$ 45	LF	170	\$ 7,650
02555-8	\$ 3,300	EA	16	\$ 52,800
02555-9	\$ 18,560	EA	2	\$ 37,120
02555-10	\$ 6,800	EA	2	\$ 13,600
02555-11	\$ 25,000	LS	1	\$ 25,000
02555-12	\$ 8	LF	2500	\$ 20,000
02555-13	\$ 800	EA	2	\$ 1,600
02555-14	\$ 2,500	EA	1	\$ 2,500
02555-15	\$ 2,500	EA	1	\$ 2,500
02579-1	\$ 125,000	EA	2	\$ 250,000
02579-2	\$ 125,000	EA	2	\$ 250,000
02579-3	\$ 600,000	EA	1	\$ 600,000
02579-4	\$ 60,000	EA	1	\$ 60,000
02579-5	\$ 125,000	EA	1	\$ 125,000
02579-6	\$ 160,000	EA	1	\$ 160,000
				\$ 2,461,603.79
10% CONTINGENCIES				\$ 246,160
DESIGN ENGINEERING SERVICES				\$ 196,928
CONSTRUCTION ENGINEERING SERVICES				\$ 147,696
SURVEYING, GEOTECHNICAL AND ENVIRONMENTAL PERMITTING				\$ 17,000
LEGAL, EASEMENTS AND UTILITY SITE ACQUISITION				\$ 21,000
TOTAL PROJECT COST BY SEGMENT				\$ 3,090,389

SCHEDULE 10.03(a)

Description of Wastewater Improvements

The City will install a 320 gpm pump station near North Norrell Road and 11,000 linear feet of 8" diameter force main eastward to connect to an existing City of Clinton force main near the Clinton Industrial Park. Additionally, a 12" diameter gravity sewer main will extend from the new pump station westward a distance of approximately 400 linear feet to a manhole on the Core Project Site which will be the "handoff" point for sanitary sewer. The sanitary sewer improvements will meet a demand of 150,000 gpd of municipal-strength sewage. Future flows in excess of this amount may be addressed through additional improvements to transport and treatment facilities. The City shall be responsible for all necessary easements or right of way.

Attachment to Schedule 10.03(a)

EXHIBIT 4S - SEWER
PROJECT POTTER PHASE 1
PRELIMINARY COST ESTIMATE
SEWER PUMP STATION AND FORCE MAIN TO CONNECT TO LOVETT WWTF FM
ALIGNMENT FOLLOWS EXISTING GAS MAIN

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
<u>340 GPM PUMP STATION 8" FORCE MAIN TO LOVETT WWTP FM</u>					
02102-1	CLEARING & GRUBBING - WOODS	4.45	ACRE	\$ 8,300	\$36,965.11
02224-1	STEEL CASING OPEN CUT	120	LF	\$ 100	\$12,000.00
02224-2	10" HDPE BORE AND JACKED	700	LF	\$ 100	\$70,000.00
02370-1	EROSION CONTROL/SILT FENCE	4,500	LF	\$ 3	\$13,500.00
02540-1	EROSION CONTROL/GRASSING	4.45	ACRE	\$ 2,500	\$11,134.07
02605-1	CRUSHED LIMESTONE ACCESS ROAD	100	TON	\$ 56	\$5,600.00
02711-1	CHAINLINK FENCING	120	LF	\$ 28	\$3,360.00
15301-1	12" GRAVITY SEWER MAIN	400	LF	\$ 50	\$20,000.00
15301-2	48" MANHOLE ALL DEPTHS	2	EA	\$ 3,300	\$6,600.00
15351-1	340 GPM PUMP STATION W/ GENERATOR	1	EA	\$ 170,000	\$170,000.00
15351-2	PUMP STATION CONTROLS AND METER	1	LS	\$ 83,000	\$83,000.00
15351-3	PUMP STATION ELECTRICAL (ENTERGY DROP)	1	LS	\$ 35,000	\$35,000.00
15352-1	8" C-900 FORCE MAIN FITTING & TRACER WIRE	10,500	LF	\$ 22	\$231,000.00
15352-2	VACUUM AIR RELEASE VALVE IN MANHOLE	7	EA	\$ 4,800	\$33,600.00
15352-3	CONNECTION TO EXISTING FORCE MAIN	1	LS	\$ 17,200	\$17,200.00
15352-4	8" GATE VALVE	5	EA	\$ 1,200	\$6,000.00
SUBTOTAL:					\$754,959.17
10% CONTINGENCIES					\$75,495.92
DESIGN ENGINEERING SERVICES					\$60,396.73
CONSTRUCTION ENGINEERING SERVICES					\$45,297.55
SURVEYING, GEOTECHNICAL AND ENVIRONMENTAL PERMITTING					\$41,000.00
LEGAL, EASEMENTS AND UTILITY SITE ACQUISITION					\$56,000.00
TOTAL PROJECT COST					\$1,033,149.38

Schedule 12.01(a)

Workforce Training Delivery Plan and Workforce Plan

(see attached)

Schedule 12.01(a)
Project Potter Workforce Plan

(see also Schedule 12.01(b) for additional details)

Screening Questions are questions developed by the Company asked of applicants to determine suitability for the Company and the position. Examples:

- Are you willing to submit to a background check and drug screen as part of the selection process?
- Are you willing and able to work overtime as required?
- How many employers have you had in the last 6 years? Do not count seasonal positions. If you worked as a temporary employee, do not count each assignment as a separate company.
- Are you willing and able to work rotating shifts? Rotating shifts are defined as working a day shift then a night shift set on a two week rotating schedule.
- How many unexcused absences per year seem reasonable to you?
- This position requires you to wear personal protective equipment, for example, safety glasses, gloves, steel toed shoes, and in some cases protective head gear and respiration equipment. Are you willing and able to follow these guidelines?
- Have you applied to <Insert Company Name> before?

Engineering Programs: Four State Universities have engineering programs. Additional university resources include the Center for Advanced Vehicular Systems (<http://www.cavs.msstate.edu/>) at Mississippi State University, the Center for Manufacturing Excellence (<http://www.cme.ms/>) at the University of Mississippi and the Mississippi Polymer Institute (<http://www.thepolymerinstitute.com/>) at the University of Southern Mississippi.

Recruiting Process: Experience shows that all new company recruiting processes are dynamic and subject to change. The descriptions of tasks and processes may require adjustments to meet the specific needs of the Company. The State and its partners will work diligently with the Company to ensure recruitment and hiring success.

	Costs to be covered by the State for activities normally provided to businesses. The State and the Company will negotiate any extraordinary costs.
	Costs to be covered by the Company from MDA Training Grant or other resources.
	Cost to be negotiated and shared between Company and State. State contributions vary among allowable training activities. See attached schedule of Activities and Maximum State contributions.
	Cost to be incurred by MDA.

MDA to provide a project manager to be the single point of contact for all recruitment, screening, training and assessments.

CC to provide a strategic workforce consultation which includes site visits to analyze: processes, tasks, organization, jobs and maintenance skills. This includes site visits (See Schedule 12.01(b))

#	RECRUITMENT - Anticipated Actions and Results		SCREENING - Anticipated Actions and Results		APPLICANT INTERVIEWS - Anticipated Actions and Results		HIRING - Anticipated Actions and Results		POST-EMPLOYMENT TRAINING - Anticipated Actions and Results	
	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company

RECRUITMENT - Anticipated Actions and Results		SCREENING - Anticipated Actions and Results		APPLICANT INTERVIEWS - Anticipated Actions and Results		HIRING - Anticipated Actions and Results		POST-EMPLOYMENT TRAINING - Anticipated Actions and Results		
#	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company
1		Works with MDA, MDES/WJC and Community College to develop recruitment and hiring plan and timelines	MDES/WJC screens applicants based on Company-specified minimum qualification and screening questions responses	Works with MDES/WJC to develop employment referral process	MDES/WJC and C CC refer applicants who successfully completed assessments to the Company	Works with MDES/WJC and CC to schedule interviews with qualified applicants who have successfully completed assessments/testing	Representatives from MDES/WJC and CC available to assist the company with any questions / concerns related to hiring process	Makes hiring decision and offers employment to successful applicants	CC works with Company to develop a post-employment training plan for identified job families in Schedule 12.011 including, but not limited to, supervisory training, professional, clerical, off-site train-the-trainer training events, customized training, vendor training, OSHA and safety training, company-specific training (See Schedule 12.011)	Company works with CC prior to or during the recruitment process to develop a post-employment customized training plan for identified job families in Schedule 12.011 including, but not limited to, basic clerical, professional, supervisory & managerial training, off-site train-the-trainer training events, customized training, vendor training, OSHA and safety training, company-specific training (See Schedule 12.011)
2		Works with CC to determine minimum Career Readiness Certificate level for each job classification	MDA, MDES/WIN Job Center and CC work with the Company to identify qualified candidates to be referred to next step in process.	Reviews pre-qualified applicants to determine candidates suitable for employment with company.	MDES/WJC works with the Company to schedule interviews and track progression of candidates through the entire screening, testing, interview, hiring and training process. MDES/WIN Job Center will provide an interview location(s) which meets Company	Interviews applicants who successfully complete the assessments/testing		Notifies MDES/WJC of all hiring decisions and outcomes via the MDES Online Employment Services system	The MCCB will provide up to \$3 million with \$1.5 million provided in fiscal year 2017 and \$1.5 million in fiscal year 2018 for customized training programs to include 2D and 3D applications, animation, and gaming capabilities	Company to support customized training development and delivery where needed

RECRUITMENT - Anticipated Actions and Results			SCREENING - Anticipated Actions and Results		APPLICANT INTERVIEWS - Anticipated Actions and Results		HIRING - Anticipated Actions and Results		POST-EMPLOYMENT TRAINING - Anticipated Actions and Results	
#	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company
3	Announces hiring time line and current job openings; Directs interested applicants to MDES/WJC from Company-specific information website and CC for Career Ready Certification; Develops job posting with company-specifics with minimum qualifications, preferences and due dates; Posts job openings at https://wings.mdes.ms.gov/wings/welcome.jsp FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - MDA will work with Universities and	Company engages headhunters (this is an allowable cost out of grant)	MDA, MDES/WJC and CC work with company to develop and create job specific assessments for production, maintenance, clerical, quality, supervision, managerial and warehouse based on company identified competencies needed for the job. at no cost to Company. MC ADDED - The company will be responsible for costs not covered by MDES/WJC and MCCB policies. Assessments will include computer testing as well as hands on simulations. MDA, MDES/WJC and CC to provide validation for	Company works with CC to develop assessments for job families and provides support as needed.	MDES/WIN Job Center and CC will provide office space at WJC, CC and other public facilities for interviews	FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - Works with MDA, Universities and MDES/WJC to organize interviews and venues for those interviews	Begin to adjust recruitment, screening, and pre-employment processes based on any feedback from the Company during the hiring process	Provides timely feedback to MDA, MDES/WJC and CC on applicant pool characteristics to make necessary adjustment to recruitment and screening processes	CC and Company develop training plan to identify training needs, training to be provided, training providers, CC-covered costs of training, Company-covered cost of training, projected time line for each training activity, and necessary documentation and reporting requirements.	Company and CC develop training plan to identify training needs, training to be provided, training providers, projected time line for each training activity, and necessary documentation and reporting requirements.
4	Announces job openings on Company website with appropriate links. Reasonable newspaper, radio, billboards advertising will be covered by the MDA Announces hiring time line and current job openings	Directs interested applicants to MDES/WJC from Company websites and MDA-supported company-specific information website	MDEA/WIN Job Center notifies successful applicants of next steps MDES/WIN Job Center notifies applicants that are not selected for this cycle of future opportunities and next steps	FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - Works with MDA, Universities and WJC to determine screening and referral process	FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - MDA, Universities and MDES/WJC will work with the Company to make referrals for interviews and provide office space for those interviews				CC monitors training and makes recommendations for improvements	The Company monitors training and requests changes based on specific needs and outcomes

RECRUITMENT - Anticipated Actions and Results			SCREENING - Anticipated Actions and Results		APPLICANT INTERVIEWS - Anticipated Actions and Results		HIRING - Anticipated Actions and Results		POST-EMPLOYMENT TRAINING - Anticipated Actions and Results	
#	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company
5	Directs interested applicants to MDES/WJC from Company-specific information website and CC for Career Ready Certification; WJC to ensure application data fields will sync to Company applicant system	Provides specific quantifiable minimum qualifications and applicable screening questions for each position and due dates applications FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF. Company notifies MDA of staffing needs, qualifications, and hiring dates.	FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - MDA, Universities and WJC work with Company to determine screening and referral process.						CC and the Company agree on needed training plan revisions	The Company and CC agree on needed training plan revisions
6	Develops job posting with company-specifics with minimum qualifications, preferences and due dates Recruitment to include: job fairs, press releases, MDES website recruitment.	Authorizes MDES/WJC to open recruitment for job openings on MDES Online Employment Services (https://wings.mdes.ms.gov/wings/welcome.jsp)							Applicable universities work with the Company to develop and deliver as appropriate technical training for technical staff, engineers, supervisory, managerial and professional staff at no cost to Company	Applicable universities work with the Company to develop appropriate technical training for technical staff, engineers and professional staff

RECRUITMENT - Anticipated Actions and Results			SCREENING - Anticipated Actions and Results		APPLICANT INTERVIEWS - Anticipated Actions and Results		HIRING - Anticipated Actions and Results		POST-EMPLOYMENT TRAINING - Anticipated Actions and Results	
#	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company	Mississippi	Company
7	Posts job openings at https://wings.mdes.ms.gov/wings/welcome.jsp FOR ENGINEERS AND PROFESSIONAL/ EXECUTIVE STAFF - MDA will work with Universities and Associations to identify and notify possible applicants	Company to work with MDES/WJC on categories needed for applicant reporting							MCCB to provide up to \$1,066,000.00 in equipment to support post hire training. Equipment to be owned by CC but will be housed in Company training center and used by Company employees.	Company to work with MCCB to determine appropriate training equipment.
8	WIN to provide reports as needed by the Company to								MCCB to reimburse for travel and training costs up to	Company to provide receipts, etc to support

For all services related to recruiting and post employment training that require or necessitate the use of a vendor that is not a state agency or the CC the company will have final approval of the development of the RFP used to procure those services. The company will have final approval on the scope of services, the required qualifications of a qualified vendor and the timing of the procurement as well as the stated schedule for delivery of services.

Schedule 12.01(b)

Workforce Training Delivery Plan and Workforce Plan

Collaborative discussion of Company requirements

Assessment, Selection and Training will be developed and customized to the Company's needs. HCC will work with the company to provide a detailed, intensive analysis of the Company's training requirements and expectations, products, and goals.

Project Management

The State will provide the Company with a dedicated workforce project manager that will act as a single point of contact for all recruitment, assessment, selection, and training activities for the project. Project manager works with the Company, MDES/WJC, MDA, HCC, and MCCB to develop the recruitment and hiring plan and timelines at no cost to the Company. A MDA Workforce Training Fund Grant will be provided to fund this position.

Company Recruiting and Staffing Plan

The design of the training plan will be directly tied with the Company's staffing plan and hiring schedule. MDES/WJC and HCC will provide job fairs at no cost to the Company. Press releases from the Governor, MDA, HCC, MDES/WJC, and other appropriate workforce partners may be provided to inform the public of the Company's job opportunities and the pre-screening and hiring processes.

Screening

MDES/WJC screens applicants based on Company provided minimum qualifications and tracks the disposition status in the MDES/WJC applicant tracking system based on the applicant's status in the process. The MDES/WJC applicant system must be capable of exporting data to the company's applicant tracking system that is required for federal contract compliance. Screening at system integration will be included at no cost to the Company.

Assessment and Selection

MDA, MDES/WJC and HCC will work with the Company to develop and create job specific, validated assessments for production, warehouse, quality, clerical, maintenance, supervision and managerial employees based on Company identified competencies needed for the job(s). MDA and MCCB will cover costs related to design, programming, validation, and implementation, of selection assessments used for production, warehouse, quality, clerical, maintenance, supervision and managerial selection process. MCCB will cover proctor costs up to Four Hundred Sixteen Thousand Dollars (\$416,000.00) annually, ensuring assessments accommodate applicant flow. Proctors will be hired, paid, and managed through HCC. Customized assessment equipment/units to assess the job families identified above will be provided by MCCB up to One Hundred Seventy Thousand Dollars (\$170,000.00). The assessments and units will be owned by HCC.

Assessments and selection materials and stations need to be completed eighteen (18) months prior to the start of production so that materials may be used in the hiring of the first employees. The customized assessments will be housed in the Company's training center.

Interview Process

MDES/WJC will schedule all applicants for interviews and assessments, update applicants on status as well as track their completion status in the MDES/WJC applicant tracking system at no cost to the Company.

Needs analysis

The HCC team and the Company will jointly conduct a detailed needs analysis for a training plan. This involves interviews with company-identified subject-matter experts, first-hand observation of the technology, and point-by-point breakdown of task-level activity of each job category. HCC site visits will be done at no cost to the company.

Delivery of customized workforce training

Once the training plan is approved by the company, a post-employment training schedule will be developed to deliver the training to each applicable position classification whenever and wherever the company needs it:

Depending on the construction schedule, temporary facilities (in agreement with the Company) will be provided to the Company should the training center not be completed on time. Training must be developed and ready for use eighteen (18) months prior to the start of production.

Instructional development

The information gathered during the needs analysis and project study is the raw material for instructional development. MCCB, through HCC, will provide professional instructional and technical designers to collaborate with company subject matter experts on the design and development of state of the art virtual animation training simulators, classroom content, videos, and hands on instruction for the training of production, warehouse, quality, clerical, maintenance, supervision and managerial employees from multiple departments on their specific function. The MCCB will provide up to \$3 million with \$1.5 million provided in fiscal year 2017 and \$1.5 million in fiscal year 2018 for customized training programs to include 2D and 3D applications, animation, and gaming capabilities where appropriate. MCCB and HCC will work with the company to identify costs and scope of such specialized training program. MCCB will seek additional funding for such programming and development if costs exceed \$3 million.

MCCB, through HCC, will also deliver the training. Where Company employees are needed to deliver the training, MCCB will reimburse Company trainers up to \$50 per hour.

*NOTE: All material is approved by Company officials. Also all customized material and source codes become the Company's property when the project is completed.

Advanced Manufacturing Fundamentals:

Quality and Productivity Enhancement

LEAN Manufacturing Statistical Process Control
ISO 9000 Series 5S Visual Factory
Value-stream Mapping Total Productive Maintenance (TPM)

Leadership and Human Resource Development (Customized to Company Culture)

Group Communications Personal Style Assessment
Leadership Overview Leadership Style Assessment
Performance Management
Coaching and Motivation
Positive Employee Relations
Cultural Awareness for Employees Required to Travel for Initial Training
Cultural Awareness Training for Expatriates that Relocate to Mississippi

Company Specific Process Training:

This preliminary outline of processes and tasks is based on past company experience and HCC training experience. Once the project study and needs analysis are completed, the process training will be included into the post-employment training program.

- **Manufacturing Process Overview**

The manufacturing process overview introduces employees to the full scope of Continental Tire the Americas, LLC's operation. It provides the foundation for later task-based training.

- Process Profile
- Process Purpose
- Equipment Overview
- Inputs
- Cycles
- Outputs

- **Quality**

- Process Variables
- Impact on Quality
- Monitoring Devices
- Sampling Locations

- **Safety**

- Equipment Hazards
- Material Hazards
- Safety Devices

- **Task Preview**
Material Tasks (Loading, Sampling)
Monitoring/Reporting Tasks
Troubleshooting Tasks
Maintenance Assistance Tasks

Tire Manufacturing Job-specific Training

Including but not limited to:

- **Mixing and Rubber Compounding**
Rubber Compounding
Polymerizing
Vulcanization Inputs
- **Preparation Area**
Nylon Slitter Ply Calendars
Ribbon Rope Extruder Fabric Dip Slitter
Steel Cord Topping Machine Single Bead Winder
Tape Bead Winder Bead Apex
Bead Cover
- **Curing Press Operations**
Cranes and Gantry Robots
Mold Press
- **Finishing**
Quality Inspections and Reports Abnormalities
Tire Rating Tire Uniformity
- **Control Panels**
Winding Operations Control Extruder Temperature Control
- **Material Handling**
Set-up and Wire Creel Threading Cooling Drums
Cutting Stations Die Changing and Cleaning
- **Tire-building Module**
Band Build Belt/Tread Build
Green Tire Shaping Quality Control
Inventory Control/Kanban 5S

Maintenance/Operator Technician Training

Electrical Safety Electrical Components
Electrical Circuits and Diagrams AC and DC Motors and Controls

Variable Frequency Drives Mechanical Blueprints
Lubrication Problem Solving/Identification
Mechanical Drive Systems Hydraulics and Pneumatics
PLC Operation and Troubleshooting Mechatronics System
Fluid Mechanics Review Process Control
Digital Electronics
Industrial Instrumentation
Programmable Controllers

*NOTE: Due to the length of the project, HCC will redevelop the industrial automation curriculum as needed to keep the maintenance training curriculum relevant to the technical needs of the company's craftsmen.

*HCC will offer training in specific industrial systems technologies that are used in the company's manufacturing processes. This training is primarily targeted to the maintenance technicians and shop floor employees in a post-employment setting.

Equipment

MCCB will purchase training equipment up to One Million, Sixty-Six Thousand Dollars (\$1,066,000.00) provided MCCB retains ownership of the equipment. The equipment will be located in the Company training center and may be used only by Company employees. Examples of possible training equipment (depending upon changes in technology, programs and/or machinery) to be purchased may include:

Siemens all in one style Trainer:

Cost \$127,538 (2 trainers per program) + the cost for laptops

This Siemens training unit is equivalent to the ones used in classrooms nationally and it includes the following systems: Siemens S7 PLC programming, installation, commissioning, programming, troubleshooting, ProfiBus, Fluid Sim (lite and full), pneumatics, and Ciros Mechatronics.

Siemens S7 System (Simple Trainer):

Cost: \$40,000 (at least 8 needed for large mechatronics class) + the cost of laptops

Trains on Siemens S7, ProfiBus, troubleshooting, programming, and safety integration.

Beckhoff Training Unit:

Cost: \$14,500 per training unit (at least 8 needed for a large mechatronics class) + the cost of laptops

Created and packaged by Beckhoff Automation. These units will train on Beckhoff TwinCat, TwinSafe, troubleshooting, programming, the incorporation of periphery devices such as proximity switches and safety sensor.

Reimbursement for Training and Travel Expenses

MCCB will reimburse the Company up to Three Million Four Hundred Sixty-Five Thousand Dollars (\$3,465,000.00) for training and travel related expenses incurred by the Company's employees. The reimbursements include costs associated with airfare, food, transportation, hotel/lodging while traveling domestically or internationally.

For all services related to recruiting and post-employment training that require or necessitate the use of a vendor that is not a state agency or the community college the Company will have final approval of the development of the RFP used to procure those services. The Company will have final approval on the scope of services, the required qualifications of a qualified vendor and the timing of the procurement as well as the stated schedule for delivery of services.

Schedule 16.13

Guaranty
(see attached)

GUARANTY

THIS GUARANTY (this "Guaranty") is executed and delivered effective as of February 8, 2016, by **CONTINENTAL AG**, a public company organized and existing under the laws of the Federal Republic of Germany ("Guarantor"), in favor of **THE STATE OF MISSISSIPPI**, the **MISSISSIPPI DEVELOPMENT AUTHORITY** and the **MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY** (collectively, the "State Inducers").

RECITALS

Reference is made to that certain Memorandum of Understanding, dated effective as of February 8, 2016, among the State Inducers, and Hinds County, Mississippi, The Clinton Public School District, The City of Clinton, Mississippi, Hinds Community College, The Mississippi Community College Board, and the Hinds County Economic Development Authority (collectively, the "Additional Inducers") and Continental Tire the Americas, LLC (the "Company"), which relates to the Company selecting a desirable location to construct, develop and operate manufacturing and related facilities (the "Project"), which is expected to result in certain employment and capital investment by the Company as described therein (the "MOU");

WHEREAS, the MOU provides that the undersigned parent company of the Company guarantee the obligations of the Company set forth in *ARTICLE XV* of the MOU;

WHEREAS, pursuant to this Guaranty, Guarantor has agreed to guarantee the payment of the obligations to the State Inducers as provided in this Guaranty, and the State Inducers are willing to enter into and perform their respective obligations under the MOU, provided Guarantor executes and delivers this Guaranty to the State Inducers;

WHEREAS, the Company is a wholly-owned indirect subsidiary of Guarantor;

WHEREAS, Guarantor acknowledges and agrees that (i) Guarantor has an indirect interest in the Company and acknowledges that Guarantor will derive and continue to derive benefits from the State Inducers performance of their respective obligations under the MOU, (ii) Guarantor's execution and delivery of this Guaranty are a material inducement to the State Inducers entering into and performing their respective obligations under the MOU, and (iii) without this Guaranty, the State Inducers would not have entered into and perform their respective obligations under the MOU; and

WHEREAS, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of such consideration are hereby acknowledged by Guarantor, Guarantor hereby covenants unto and agrees with the State Inducers as set forth in this Guaranty.

AGREEMENT

1. Definitions.

A. "Ad Valorem Tax Agreement" shall have the same meaning as the capitalized term "Ad Valorem Tax Agreement" as defined in the MOU.

B. "Covenants" shall mean all now existing or hereafter arising covenants, duties, obligations and agreements of Guarantor to and with the State Inducers.

C. "Event of Default" shall mean where Guarantor fails or neglects to perform, keep or observe in all material respects any term, provision, condition, warranty, representation or covenant contained in this Guaranty.

D. "Guarantor's Liabilities" shall mean, individually and collectively, all amounts of any kind, nature or description whatsoever owed to State Inducers set forth in *ARTICLE XV* of the MOU. The liability of the Guarantor hereunder is limited to the sum of \$261,691,200.00 plus interest (the "Guaranteed Amount"), plus any enforcement costs required to be paid by Guarantor hereunder.

2. Guaranty.

A. Guarantor hereby (i) unconditionally and irrevocably guaranties the full and timely payment of the Guarantor's Liabilities when due or declared due, whether by acceleration or otherwise; (ii) unconditionally guaranties the full and timely performance of the Guarantor Liabilities; (iii) agrees to pay all costs, expenses and fees, including, but not limited to, attorneys' fees, reasonably incurred by the State Inducers in connection with this Guaranty or Guarantor's Liabilities; and (iv) agrees to pay to the State Inducers the amount of any payments made to the State Inducers in full or partial satisfaction of Guarantor's Liabilities, and which are subsequently invalidated, declared to be preferential or fraudulent, set aside or required to be repaid by the State Inducers to Guarantor, a trustee, a receiver or any other party under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation.

B. This Guaranty and the full and timely performance of the Covenants and the full and timely payment of Guarantor's Liabilities by Guarantor pursuant to this Guaranty shall be a continuing, absolute and unconditional guaranty of payment and not of collection, irrespective of (i) the validity or enforceability of any instrument, agreement or document evidencing all or any part of Guarantor's Liabilities; (ii) the absence of any attempt to collect or enforce Guarantor's Liabilities from or against Guarantor or other action to enforce the full and timely performance of the Covenants and the full and timely payment of Guarantor's Liabilities, and the absence of any such attempt shall in no way preclude or be a condition precedent to proceeding against Guarantor; (iii) any waiver or consent by the State Inducers with respect to any term or provision of any instrument, agreement or document executed and delivered by Guarantor to the State Inducers; (iv) the State Inducers obtaining any additional guaranties to secure Guarantor's Liabilities from Guarantor or any other person or entity; or (v) any failure by the State Inducers to utilize any of its remedies, which failure shall in no way preclude or be a condition precedent to the State Inducers proceeding against Guarantor.

C. Any payment by Guarantor under this Guaranty, except interest actually incurred and any reasonable collection charges, reduces Guarantor's Liabilities by the amount so paid, and it is made without prejudice to our rights as Guarantor. Upon the request of Guarantor from time to time, but no more than once per year, the State Inducers will promptly acknowledge in writing the amounts of the specific reductions in the Guaranteed Amount and the current obligation of the Guaranteed Amount. This will be for informational purposes only and non-binding in the event of a default.

D. Except as expressly required herein, the State Inducers, acting together or separately, shall not be required or obligated to (i) take any action to collect from, or to file any claim of any kind against, the Company, any other guarantor or any other person or entity liable, jointly or severally, for the full and timely payment of any of Guarantor's Liabilities, prior to pursuing any rights or remedies the State Inducers may have against Guarantor; or (ii) in any other respect, exercise any diligence whatsoever in enforcing, collecting or attempting to collect any of Guarantor's Liabilities by any means.

E. Guarantor hereby represents and warrants to the State Inducers that (i) the execution and delivery of this Guaranty, the consummation of the transactions herein contemplated, the performance or compliance with the terms and provisions of any of the foregoing, and the formation and operation of the Guarantor, do not constitute a violation or breach of any agreement, contract, covenant, undertaking, statute, rule or regulation, judgment, or decree to which Guarantor is subject or is a party that could have a material adverse effect on the operations of the Guarantor's business and the Guarantor's ability to satisfy the Guarantor's Liabilities; (ii) there are no pending or threatened bankruptcy, reorganization or insolvency proceedings or like proceedings against Guarantor under the Bankruptcy Code of the United States or any like statute, state or federal; and (iii) Guarantor is not currently subject to any non-competition, non-solicitation, non-disclosure, or other restrictive covenant or agreement that could have a material adverse effect on the operations of the Guarantor's business and the Guarantor's ability to satisfy the Guarantor's Liabilities.

3. Waivers.

A. To the fullest extent permitted by applicable law, Guarantor waives each and every defense which would otherwise impair, restrict, diminish or affect any of Guarantor's Liabilities, provided, however, the foregoing waiver by Guarantor shall not limit the right of Guarantor to, in good faith, question or dispute the outstanding amount of Guarantor's Liabilities.

B. To the fullest extent permitted by applicable law, Guarantor hereby unconditionally waives (i) notice of acceptance of this Guaranty; (ii) notice of any default by Guarantor in the full and prompt performance of the Covenants or the full and prompt payment of Guarantor's Liabilities; (iii) presentment, notice of dishonor, protest, demand for payment and any other notices of any kind; and (iv) any rights of set-off or counterclaim against the State Inducers which would otherwise impair the State Inducers's rights against Guarantor hereunder.

4. Remedies Upon an Event of Default.

Upon the occurrence of an Event of Default and upon Guarantor's failure to pay Guarantor's Liabilities when due and owing, Guarantor's Liabilities shall be immediately due and payable by Guarantor, and the State Inducers may, acting either together or separately, and in their respective discretion, exercise any of its rights or remedies provided in this Guaranty, at law, in equity or otherwise. All of the State Inducer's rights and remedies are cumulative and non-exclusive, and the exercise by the State of Mississippi, the Mississippi Development Authority or the Mississippi Major Economic Impact Authority of any right or remedy shall not preclude the State of Mississippi, the Mississippi Development Authority or the Mississippi Major Economic Impact Authority from subsequently exercising any other right or remedy, in any other respect or at any other time.

5. Term of Guaranty.

This Guaranty shall continue in full force and effect until the earlier of: (i) all of Guarantor's Liabilities have been satisfied, or (ii) December 31, 2038, at which time this Guaranty shall automatically terminate and shall be returned to the Guarantor; provided, however, this Guaranty shall remain in full force and effect as to any of Guarantor's Liabilities which have accrued but are not satisfied as of December 31, 2038 and for which written notice of such accrued but unsatisfied liability has been provided by any one or more the State Inducers to Guarantor on or before March 31, 2039. Notwithstanding the foregoing termination provision, this Guaranty shall continue in full force and effect only as to any of Guarantor's Liabilities which may result from "Clawback Funds" arising under Sections 1.01(t)(xiii) and 14.06 of the MOU, which have accrued but are not satisfied as of the earlier of (i) the "Payment Due Date" of the last "Succeeding Assessment Year" (as both such capitalized terms are defined in the Ad Valorem Tax Agreement), or (ii) February 1, 2053, and for which written notice of such accrued but unsatisfied liability has been provided by any one or more the State Inducers to Guarantor on or before December 31st of the calendar year in which such earlier date occurs.

6. Application of Payments

Guarantor hereby agrees that all payments on the obligations of the Company set forth in *ARTICLE XV* of the MOU to the State Inducers made by or on behalf of Guarantor, including, without limitation, payments from Guarantor, may be applied and reapplied, in whole or in part, to any of Guarantor's Liabilities, whether principal, interest, costs, fees, expenses or otherwise, as the State Inducers see fit in their reasonable discretion. The State Inducers' books and records shall constitute prima face proof of the amount of Guarantor's Liabilities.

7. Construction.

A. This Guaranty shall be interpreted, construed and governed by and under the laws of the State of Mississippi. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Guaranty is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability

shall not affect any other provision of this Guaranty, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

B. The Paragraph headings contained in this Guaranty are solely for the purpose of reference, are not part of the agreement between Guarantor and the State Inducers, and shall not in any way affect the meaning or interpretation of this Guaranty or any Paragraph.

C. This Guaranty shall be binding on Guarantor and upon the successors and assigns of Guarantor, and shall inure to the benefit of the State Inducers, and their respective successors and assigns. Other than assignment occurring as a result of a merger to which Guarantor is a party or similar operation of law, this Guaranty may not be assigned by either party hereto without the prior written consent of the other party.

D. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. No extension of time for performance of Guarantor's Liabilities or any other obligation or act hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligation or any other act. This Guaranty may not be altered, changed, amended or modified except by an agreement in writing signed by the State Inducers and Guarantor.

8. Consent to Jurisdiction; Waiver of Jury Trial.

For the sole and limited purpose of enforcement of this Guaranty, Guarantor consents to the jurisdiction of any local, state or federal court located within the First Judicial District of Hinds County, Mississippi, waives trial by jury and further waives any objection to jurisdiction and venue of any action instituted hereunder, and further agrees not to assert any defense based on lack of jurisdiction or venue.

[SIGNATURE PAGE FOLLOWS]

SIGNED AND DELIVERED by the Guarantor as of the Effective Date.

GUARANTOR:

CONTINENTAL AG

By: _____

Print Name: _____

Its: _____