

## EXHIBIT A

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**AGREEMENT TO PAY A FEE  
IN LIEU OF AD VALOREM TAXES**

This Agreement To Make Payments in Lieu of Ad Valorem Taxes (this "Agreement") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026, (the "Effective Date") by and among **Jones County, Mississippi** (the "County"), acting by and through the County Board of Supervisors, the **City of Laurel, Mississippi** (the "City") acting by and through its Mayor and Board of Aldermen (the City and the County being jointly the "Granting Authorities"); the **Tax Assessor of Jones County, Mississippi** (the "Tax Assessor"); the **Tax Collector of Jones County, Mississippi** (the "Tax Collector" collectively, the "Tax Assessor/Collector") (the City, the County, the Tax Assessor and the Tax Collector being jointly the "Taxing Authorities"); and **Amick Farms, LLC** (the "Company") (each of the foregoing being a "Party" and all being collectively the "Parties"). The **Mississippi Development Authority** ("MDA") joins this Agreement through its execution of the Certificate of Final Approval attached as Exhibit "A" for the purposes stated in said Certificate.

**RECITALS:**

1. WHEREAS, the Company operates manufacturing, processing and distribution facilities for the production of poultry feed and processing of poultry (the "Existing Facilities") located in the City of Laurel at 525 Mississippi Avenue, Laurel, MS, 39440, and at 631 Hawkes Road, Laurel, MS 39440 on the Project Site (as defined herein) and intends to expand its manufacturing operations and Existing Facilities for the increased production of poultry feed and processing of poultry (the "Project," as further defined herein) on the Project Site (as defined herein) located in the City, County, and in the State of Mississippi (the "State");

3. WHEREAS, the aggregate cost of the Project is expected to exceed the \$60,000,000 minimum capital investment required by MCA §§ 27-31-104 and- 105 (2) for the payment of a fee-in-lieu of ad valorem taxes by a manufacturing enterprise and/or processing and distribution enterprise;

4. WHEREAS, the Granting Authorities acknowledge that the Company would not have pursued the Project on the Project Site without the benefits made available by the Mississippi Code of 1972, as amended (the "Code") and this Agreement, and desire to encourage the Company to locate the Project in the City and County for the benefit of the citizens thereof and of the State and their respective constituents, and the Granting Authorities and Company acknowledge that the agreements contained herein constitute significant inducements which the Company has taken into account in connection with the decision to locate the Project in the City, County and the State;

5. WHEREAS, the Granting Authorities have negotiated with the Company for the payment of a fee-in-lieu of taxes, including taxes levied for school purposes, in accordance with MCA §§ 27-31-104 and/or -105(2) and subject to the terms and conditions of this Agreement (the "Fee-in-Lieu");

6. WHEREAS, the Company and the Taxing Authorities intend that this Agreement will constitute their binding and definite agreement concerning such payments in lieu of ad valorem taxes pursuant to MCA §§ 27-31-104 and/or -105(2) in connection with the Project and the Property (as defined herein).

NOW, THEREFORE, the parties hereto agree as follows, it being understood that the MDA's agreement and/or approval shall be limited to those specific issues set forth in the "MDA Approval" attached hereto:

**SECTION 1. Definitions: Terminology of Agreement.**

1.1 “Affiliate” means any Person which Controls, is Controlled by, or is under common Control with the Company.

1.2 “Agreement” has the meaning ascribed to such term in the Preamble hereof.

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

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

1.5 “Capital Investment” shall mean expenditures for the Project at the Project Site, specifically including expenditures for any Property, which are capitalizable under Applicable Accounting Rules, whether or not the same are capitalized, including, without limitation: (a) the capitalizable cost of any investment by any FIL Participant in real property, real property improvements, such as buildings, fencing, and permanent foundations, and personal property associated with the Project, such as manufacturing machinery and equipment, materials handling equipment, automation, and office furniture and equipment; and (b) capitalizable contributions, if any, by FIL Participant to utilities to fund infrastructure required by the Project, even if such improvements are not owned by or taxable to the Person making the contribution.

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

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

1.8 “Commercial Operation Date” or “COD” shall mean the date on which the Company begins the regular operations of the facilities comprising the Project, or such earlier date that the Company designates that the Project was in operation for federal income tax purposes.

1.9 “Company” has the meaning ascribed to such term in the Preamble hereof.

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

1.11 “County” has the meaning ascribed to such term in the Preamble hereof.

1.12 “Effective Date” has the meaning ascribed to such term in the Preamble hereof.

1.13 “Fee-in-Lieu” has the meaning ascribed to such term in paragraph 5 of the Recitals hereof.

1.14 “FIL Amount” shall mean the Fee-in-Lieu payment obligation of the Company and of each other FIL Lessor for a particular Assessment Year as required by MCA § 27-31-104 and in the amount or amounts set forth in this Agreement.

1.15 “FIL Lessor” shall mean: any Lessor, which is disclosed to the Granting Authorities and the Tax Assessor/Collector and which, in such instance, has become or becomes subject to the Fee-in-Lieu granted by this Agreement.

1.16 “FIL Payment” shall mean the payment by the Company of each annual FIL Amount made in lieu of all Taxes Otherwise Payable by the Company in accordance herewith. If any Lessor Property becomes subject to the Fee-in-Lieu granted herein, the term FIL Payment shall also refer to the payment by each Lessor, as applicable, of each annual FIL Amount owed by such FIL Participant.

1.17 “FIL Term” shall mean the number of Assessment Years of the Fee-in-Lieu abatement granted herein.

1.18 “First Assessment Date” shall have the meaning ascribed to such term in Section 6.

1.19 “Granting Authorities” has the meaning ascribed to such term in the Preamble hereof.

1.20 “K-12 School District” shall mean the public school district in which the Project is located and which is or becomes entitled to receive Taxes Otherwise Payable, but shall not include the College School District.

1.21 “Leasehold Interests” means the property interests of persons or entities other than the Company together with the interests of the Company in real property, real property improvements or personal property which are leased, subleased, or licensed to be used in connection with or which are necessary to the operation of the Project, including without limitation: a) property leased by the Company under a capital lease or other type of financing lease; and b) the cost of leasehold interests which could be capitalized on the Company’s financial statements if the investment had been made by the Company, such as interests in a sale-leaseback and similar financial lease transactions.

1.22 “Lessor” shall mean a Person, other than the Company, which is the Lessor, sublessor, or licensor of Leasehold Interests.

1.23 “MCA § \_\_\_\_\_” means a section of the Mississippi Code of 1972, as amended.

1.24 “MDA” has the meaning ascribed to such term in the Preamble hereof.

1.25 “Minimum Capital Investment” shall mean a Capital Investment of at least Sixty Million Dollars (\$60,000,000) in the Project as required by MCA § 27-31-104(a) and (b);

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

1.27 “Project” means the expansion of the Existing Facilities located at the Project Site, together with any Company Property and Lessor Property which is acquired, developed, constructed, installed, operated and maintained, including buildings and other real property improvements, machinery, equipment

and other personal property placed into service within the City limits of Laurel, Mississippi. on or prior to the Effective Date hereof, or otherwise at any time thereafter and during the FIL Term.

1.28 “Project Completion Date” shall mean the earlier of the following dates: (a) the Commercial Operation Date, or (b) the date that the Company notifies the Tax Assessor/Collector in writing that the Company desires that the FIL Term commence on the January 1 following the date of such written notification; provided, however, if the Tax Assessor determines that, pursuant to applicable State laws, any Property other than land is subject to ad valorem tax assessment in any year prior to the later of the dates described in the preceding items (a) and (b), the Company shall have the right, but not the obligation, to designate January 1 of such year as the Project Completion Date for purposes of this Agreement, which designation by the Company, if applicable, shall be delivered in writing to the Tax Assessor/Collector prior to June 1 of such year.

1.29 “Project Site” means the real property described in **Exhibit “C”** attached hereto, together with any other adjoining parcels of land or other parcels of land acquired by the Company following the Effective Date for use in, or to otherwise support the operation of the Project.

1.30 “Property” means shall mean all property interests, including real property interests such as easements, real property improvements, and personal property, which would otherwise be subject to ad valorem taxation to the Company or a Lessor within the City limits of Laurel, Mississippi but for this Agreement and which are used in, necessary for or related to the establishment or operation of the Project, including buildings, fencing, foundations, supporting structures, infrastructure related to the Project, and personal property associated with the Project such as machinery and equipment, and office furniture and equipment, together with any replacements of any of the foregoing. The term “Property” includes all otherwise taxable Leasehold Interests owned by or taxable to the Company or Lessor.

1.31 “School District” or “School Districts” shall collectively mean the College School District and the K-12 School District.

1.32 “School Taxes” shall mean all Taxes levied and assessed by the Granting Authorities for School District purposes.

1.33 “State” means the State of Mississippi.

1.34 “Tax Assessor/Collector” has the meaning ascribed to such term in the Preamble hereof.

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

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

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

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

2.1 Qualification. The Taxing Authorities agrees that the Company and the Project are eligible for the Fee-in-Lieu abatement granted herein pursuant to MCA §§ 27-31-104(1)(a) and (b) for each of the following reasons: (i) the Company and the Project are a “new enterprise” of the type enumerated in MCA

§ 27-31-101, which specifically includes “warehouse and/or distribution centers” and (ii) the Company and Project constitute a “private company” defined in MCA § 57-61-5(e), which specifically includes “industrial ... enterprises.”

2.2 Authorization and Grant of Fee-in-Lieu. The Granting Authorities, pursuant to resolutions of the City and the County approving this Agreement adopted by their respective governing bodies, in the form and manner required by law, hereby contracts for and grants the Fee-in-Lieu to the Company and the Project, subject to the following conditions: (1) the Company making the Minimum Capital Investment; (2) MDA granting its approval as provided in Section 2.3. below; and (3) the Company’s continued compliance with the terms and conditions of this Agreement. This FIL grant includes all Leasehold Interests, specifically including the property interests of persons and entities other than the Company, which become subject to the FIL pursuant to MCA § 27-31-104(1)(b) without any action by such other persons or entities.

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

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

**SECTION 3. Property Subject to Fee-in-Lieu.** All Property installed or subject to appraisal by the Tax Assessor/Collector or otherwise subject to ad valorem taxation at the Project Site prior to or during the FIL Term, other than that which is otherwise exempt from ad valorem taxation, shall be included in and subject to the Fee-in-Lieu granted hereby for a period of up to ten (10) Assessment Years as provided in Section 6, specifically including Property owned by or taxable to the Company and/or any FIL Lessor.

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

**SECTION 5. Amount of Fee-in-Lieu.** The FIL Amount payable by the Company and/or any FIL Lessor for each Assessment Year of the FIL Term shall be a stated forty percent (40%) of the Taxes Otherwise Payable by such Company and/or FIL Lessor for that year and not a stated or fixed dollar amount. Notwithstanding the above, if in any year the FIL Amount (minus the school share) should fall below the amount of debt-service payable by the City on indebtedness incurred for the benefit of the Project, then the FIL Amount will equal the amount necessary to pay the debt-service in full after paying the school share. At no time during the term of this Agreement shall the FIL Amount fall below the amount necessary to pay any debt-service owed by the City incurred for the benefit of the Project.

**SECTION 6. Fee-in-Lieu Term.**

6.1 Total FIL Term. The FIL Term shall be for thirty (30) Assessment Years commencing on the first January 1st on or after which both of the following events have occurred (the “First Assessment Date”), subject to **Exhibit “B”** attached hereto: (i) the Minimum Capital Investment has been made; and (ii) the Project Completion Date. If real property improvements or personal property are subject to any Taxes in any year which begins prior to the Project Completion Date, then the Company may elect to

designate January 1 of that year as the First Assessment Date and begin the FIL Term on that First Assessment Date. Notice of the Company's election shall be provided to the Tax Assessor/Collector.

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

6.3 Taxation after FIL. After any item of Property is no longer subject to the Fee-in-Lieu granted herein, such Property shall be assessed and taxed based upon State ad valorem tax laws and regulations, reflecting the effect of all applicable depreciation and the industrial multiplier/trending factors.

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

## **SECTION 7. Payments.**

7.1 FIL Payments. During each year of the FIL Term, the Company shall make to the Tax Assessor/Collector the FIL Payment applicable to it and required by MCA § 27-31-104 and this Agreement for each such Assessment Year. Each annual Fee-in-Lieu obligation shall be a lien on the Property on January 1 of the relevant Assessment Year, and the Company shall make its FIL Payment related to that Assessment Year to the Tax Assessor/Collector by February 1 of the following year. The parties hereto agree that the provisions applicable to the collection of delinquent ad valorem taxes under state law, including MCA § 27-41-1 et seq., shall apply to delinquent FIL Payments.

7.2 Apportionment. The Granting Authorities hereby designate and authorize the Tax Assessor/Collector to receive, collect, and distribute all FIL Payments and apportion and remit the appropriate portions to the City, the County, and the EDA (as hereinafter defined) in accordance with applicable law. The Tax Assessor/Collector shall provide a reconciliation statement with each distribution reflecting applicable millage rates and allocations. Apportionment shall be made as follows:

(a) K-12 School District Share. The K-12 School District's share of the annual FIL Payments will be calculated by determining the percentage or pro rata share that the tax millage imposed for the K-12 School District in a year bears to the total tax millage imposed for all purposes in that same year and remitted to the K-12 School District by the City.

(b) City Share. After allocating to the K-12 School District its statutory portion of the FIL Payment described in Section 7.2(a), the City's share of each FIL Payment shall be the percentage or pro rata share that the City's tax millage for an Assessment Year bears to the total millage imposed for all purposes for that Assessment Year. The City agrees that prior to any subsequent use or disbursement of the City Share, it shall make the following remittances from the City Share:

(i) Five Percent (5%) EDA Remittance. The City shall first remit five percent (5%) of the City Share to the Economic Development Authority of Jones County (“EDA”), a public corporation organized under Miss. Code Ann. § 19-5-99, for deposit into the restricted accounts referenced in Section 7.3 (collectively with the funds described in Section 7.2(c)(i), the “EDA Proceeds”).

(ii) CAP Loan Debt Service Remittance to the City. After remittance of the EDA Proceeds, the City shall remit to MDA the City’s annual CAP Loan Debt Service payment each year, until such loan has been repaid in full.

(iii) Retention of Remainder. Any remaining portion of the City Share after allocation and remittance of the CAP Loan Debt Service may be used by the City for any lawful purpose.

(c) County Share. After allocation and remittance of the above, the balance of each annual FIL Payment shall constitute the County Share. The County agrees that prior to any subsequent use or disbursement of the County Share and any other payments required by law (including the County’s payment to the College School District), it shall make the following remittances from the County Share:

(i) Five Percent (5%) EDA Remittance. The County shall remit five percent (5%) of its portion of the annual FIL Payment to the EDA for deposit into the restricted accounts referenced in Section 7.3 (collectively with the funds described in Section 7.2(b)(i), the “EDA Proceeds”).

(ii) \$40,000 Annual MDA CAP Loan Cost-Sharing Remittance. After the EDA Proceeds described above have been remitted, the County shall remit an additional Forty Thousand Dollars (\$40,000) of its portion of the annual FIL Payment to the EDA.

1) The EDA shall serve as the legal conduit and administrator of the County’s cost-sharing contribution and shall remit these funds to the City for application to the City’s MDA CAP Loan Debt Service related to the Project.

2) The County’s obligation under this subsection shall not exceed ten (10) annual payments or a cumulative total of four hundred thousand dollars (\$400,000).

(iii) Retention of Remainder. The County may use the remaining balance of the County Share for any lawful purpose.

7.3 Use of EDA Proceeds. The Granting Authorities authorize the EDA to maintain all amounts received pursuant to Sections 7(b)(i) and 7(c)(i) in restricted accounts, to be used solely for the following purposes:

(a) Professional and Technical Services. Procurement of professional and technical services to assist the Tax Assessor and Tax Collector with assessment, valuation, audit, compliance, and administrative oversight related to FIL administration;

(b) Reimbursement of Tax Offices. Reimbursement to the Tax Assessor and Tax Collector annually for any additional reasonable expenses related to increased workload, technology, equipment, personnel time, or administrative expenses incurred in connection with FIL oversight; and

(c) Site Development. EDA will deposit the remaining funds into an account dedicated to site development, promotion, infrastructure improvements, or public access enhancements on publicly owned, controlled, or optioned commercial or industrial properties within the County.

The EDA shall provide an annual accounting of all such proceeds and expenditures to the Granting Authorities in conjunction with the EDA's annual audit report.

**SECTION 8. Assessment and Collection.** The Taxing Authorities and the Company agree that the assessment and collection procedures set forth in **Exhibit "B"** will be followed with respect to the determination of Taxes Otherwise Payable, each FIL Amount, and each FIL Payment. MDA expresses no opinion or agreement regarding such matters. Without limiting any other rights and remedies available to any of the Taxing Authorities arising from a default by the Company of any obligation thereof set forth herein, the Fee-in-Lieu granted hereby may also be subject to suspension and/or termination in accordance with Code MCA §27-31-111 and other applicable law. Should the Company fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by the Company in good faith and in accordance with applicable law (*e.g.*, after the filing of an appeal bond, if applicable) concerning the associated value assessment, the Granting Authorities shall have the right to suspend or terminate this Agreement. Should any Lessor fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by such Lessor in good faith and in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable) concerning the associated value assessment, the Granting Authorities shall have the right to suspend or terminate the right of such Lessor to participate in the Fee-in-Lieu and this Agreement.

**SECTION 9. Other Ownership Interests Subject to the FIL.** All provisions of this Agreement shall apply to each Lessor whose Property has become subject to the Fee-in-Lieu granted hereby, provided, however, that the Tax Assessor/Collector and the Company may agree to include the FIL Payment obligation for certain Leasehold Interests within the Company's FIL Amount;

**SECTION 10. Identification of Lessors.** Each Lessor, or the Company on behalf of such Lessor, shall provide written notice to the Granting Authorities and the Tax Assessor/Collector, on or before June 1 of the Assessment Year for any Property thereof that was first constructed, installed or otherwise placed into service on the Project Site, that such Lessor has become subject to the Fee-in-lieu granted herein for that Assessment Year. For the avoidance of any doubt, a Lessor need only provide such written notice to the County and the Tax Assessor/Collector one time (*i.e.*, on the June 1 following the addition thereby of any Property to the Project Site by such Lessor for the first time). Such notice in subsequent Assessment Years shall not be required.

**SECTION 11. Other Ad Valorem Exemptions.**

11.1 Subsequent Phases of the Project. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall apply to the Project and Project Site as defined herein, which the Company and the Granting Authorities acknowledge may be only the first phase of the Company's plans for developing the overall Project and Project-related business at the Project Site. The Company may identify future expansions of the Project, which it may request the Granting Authorities to construe as additional "projects" for purposes of securing independent agreements to make payments in lieu of ad valorem taxes. The Granting Authorities hereby acknowledge that those future expansion phases are eligible to be treated as independent "projects" so long as each expansion phase independently meets the minimum investment and any other statutory requirements under MCA §§ 57-117-3, 27-31-104 and/or -105(2). In the event such future expansion phases independently satisfy such then applicable statutory and other legal requirements, the Granting Authorities hereby expresses its intention to enter into agreements with the Company or its successors/assigns to make payments in lieu of ad valorem taxes similar in all material respects to this Agreement and that will confer the same tax benefits as those conferred hereunder, to the extent legally permissible and lawfully available under then applicable State law, and to use its best efforts to effectuate the same upon a timely and proper request.

**SECTION 12. Change in FIL Amount/Termination of FIL**

12.1. Change in FIL Amount.

The Company has committed to creating 192 new jobs, bringing its total employment to 1,256. In the event that the Company reduces employment by more than 20% (or 251 number of employees) within five (5) years from the Effective Date, the FIL Amount shall increase to 50% of Taxes Otherwise Payable.

12.2 Termination of FIL.

In the event that the Company reduces employment by more than 40% (or 502 number of employees) within (5) years from the Effective Date, this Agreement shall terminate.

12.3 After Termination of FIL.

In the event of a termination of the FIL Agreement in accordance with Section 12.2, the Project Property shall thereafter be fully taxed in accordance with state law. Any subsequent Company expansion of real or personal property may only be eligible for exemption under Miss. Code Ann. § 27-31-101 *et seq.* (the "New or Expanded Enterprise Exemption"), subject to application of the Company and annual approval by the applicable Granting Authorities. Such exemptions shall not apply to millage levied for the benefit of the School Districts, or any local non-exemption policies, which shall be fully assessed and collected in accordance with state law.

**SECTION 13. Miscellaneous.**

13.1 Assignment and Other Ownership Changes.

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

(b) This Agreement may also be assigned, in part, to a Lessor which agrees to be bound by the obligations and commitments of this Agreement without the consent of, but with prompt notice to, the Taxing Authorities.

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

Company at:  
Amick Farms, LLC  
Attn: CFO  
525 Wayne Drive  
Laurel, MS 39440

with a copy to:  
Wise Carter Child & Caraway, PA  
Attn: Joe D. Stevens  
601 Adeline Street  
Hattiesburg, MS 39401

OSI Group  
Attn: General Counsel  
1225 Corporate Blvd  
Aurora, IL 60505

County at:  
Jones County Board of Supervisors  
Attention: President  
415 N 5th Ave  
Laurel, MS 39440

with a copy to:  
EDA of Jones County  
Attn: Ross Tucker  
153 Base Dr #3  
Laurel, MS 39440

Watkins & Eager PLLC  
Attention: Waverly A. Harkins  
400 E. Capitol Street  
Jackson, MS 39201

City at:  
City of Laurel  
Attention: Mayor  
401 North 5<sup>th</sup> Ave  
Laurel, MS 39440

with a copy to:  
Hortman, Harlow, Bassi, Robinson &  
McDaniel, PLLC  
Attention: Brett W. Robinson  
414 W. Oak Street  
Laurel, MS 39440

Tax Assessor/Collector at:  
Jones County Tax Assessor/Collector  
501 N 5th Ave  
Laurel, MS 39440

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

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

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

instrument executed by the parties hereto, or in the case of a waiver, by or on behalf of the party hereto that is waiving compliance. The failure of any party hereto at any time or times to require the performance of any provision hereof shall in no manner affect the right at a later time or times to enforce the same. No waiver by any party hereto of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

13.4 Further Assurances. Each party hereto shall take all action and execute such further instruments or documents as any such party may from time to time reasonably request in order to confirm, carry out, or more fully effectuate the transactions and results contemplated by this Agreement, or which may be necessary for the Company and any other FIL Participants to realize all of the benefits contemplated hereunder. The Taxing Authorities each agree that they will promptly consider and approve any such documentation or applications to the extent required to ensure that all Property is taxed as provided in this Agreement.

13.5 Governing Law, Disputes Over Valuation, and Forum Selection. This Agreement shall be governed by the laws of the State. Venue for any legal or equitable action arising from this Agreement shall be in the County. In the event of any legal or equitable action arising from this Agreement, the Company shall provide, in the manner prescribed by Section 12.2, written notice of such action to the MDA, at the following address: Mississippi Development Authority, Attention: Financial Resources Division, P.O. 849, Jackson, Mississippi 39205.

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

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

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

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

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

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

13.12 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof (*i.e.*, ad valorem taxes) and supersedes any prior

understandings, agreements, or representations by or among the parties, whether written or oral, to the extent such are covered by the subject matter hereof.

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

13.14 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but 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.

***[SIGNATURE PAGES FOLLOW]***

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

**JONES COUNTY, MISSISSIPPI**

By: \_\_\_\_\_

President, Board of Supervisors

ATTEST & SEAL:

Date: \_\_\_\_\_, 2026

\_\_\_\_\_

Clerk, Board of Supervisors

**CITY OF LAUREL, MISSISSIPPI**

By: \_\_\_\_\_

Mayor

ATTEST & SEAL:

Date: \_\_\_\_\_, 2026

\_\_\_\_\_

City Clerk

**JONES COUNTY TAX ASSESSOR/ COLLECTOR**

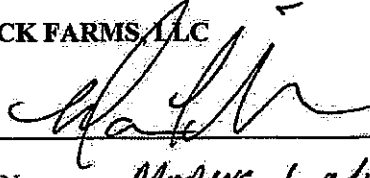
By: \_\_\_\_\_

Tax Assessor/Collector

Date: \_\_\_\_\_, 2026

AMICK FARMS, LLC

By:



Print Name:

MARCUS L MILLER

Title:

VP : CFO

Date:

April 29, 2026

**EXHIBIT "A"**

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

MDA hereby approves this Agreement as follows:

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

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

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

**MISSISSIPPI DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: William V. Cork  
Title: Executive Director

Date: \_\_\_\_\_, 2026

## EXHIBIT "B"

### ASSESSMENT AND COLLECTION

#### 1. Assessment

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

(a) Assessment Prior to First Assessment Date. The policy of the Tax Assessor/Collector is that (i) personal Property is not subject to assessment and will not be taxed or included in the calculation of Taxes Otherwise Payable, prior to: (1) the January 1 after the Commercial Operation Date, if the Commercial Operation Date occurs on or after March 1; or (2) the January 1 immediately preceding the Commercial Operation Date if the Commercial Operation Date occurs prior to March 1 of any year; and (ii) improvements to real Property (*e.g.*, buildings) are not subject to assessment and will not be taxed or included in the calculation of Taxes Otherwise Payable until January 1 following the Commercial Operation Date. Land will be taxable prior to the First Assessment Date under its then-current classification, although it may be reclassified as industrial property for assessment purposes thereafter.

(b) Appraisal and Valuation. During the FIL Term, the parties hereto will follow then-current State law with respect to the assessment of ad valorem taxes in order to determine the Taxes Otherwise Payable. For avoidance of doubt, the parties agree that the current statutory procedures include the following:

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

(ii) Assessment Ratio and Classification. The Project constitutes Class II and Class III property and is subject to an assessment ratio of fifteen Percent (15%) of true value and is classified as industrial property.

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

(iv) Depreciation. The Tax Assessor/Collector and the Company (or other FIL participant, if any) will confer to reach agreement as to the proper class life for personal property, or components thereof, installed on the Project Site. The depreciated value reflected by the applicable class life will, upon presentation of evidence of the same consistent with recognized

appraisal principles, be reduced to reflect additional physical deterioration or functional obsolescence, economic obsolescence, or accelerated depreciation due to special circumstances related to the manufacturing process.

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

## 2. **Collection of Fee-in-Lieu Amount**

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

(a) Calculation and Billing of Fee-in-Lieu. For each Assessment Year, the Tax Assessor/Collector shall apply the applicable tax millage to the assessed value of the Property, then subject to the Fee-in-Lieu granted herein to determine the Taxes Otherwise Payable. The FIL Amount shall be forty percent (40%) of the Taxes Otherwise Payable on the Company's Property for each Assessment Year. Notwithstanding the above, if in any year the FIL Amount (minus the school share) should fall below the amount of debt-service payable by the County (and/or the City as the case may be) on indebtedness incurred for the benefit of the Project, then the FIL Amount will equal the amount necessary to pay the debt-service in full after paying the school share. At no time during the term of this Agreement shall the FIL Amount fall below the amount necessary to pay any debt-service owed by the County (and/or the City) incurred for the benefit of the Project. The Tax Assessor/Collector shall provide the Company with a written statement setting forth the Fee-in-Lieu Amount due therefrom for such year and the underlying calculations used to compute such Fee-in-Lieu Amount. The Tax Assessor/Collector shall use his or her best efforts to provide to the Company its respective written statement of its FIL Amount by December 15th of each Assessment Year, but in no event will such statement be provided later than December 31st of each year.

(b) Millage Changes. If the aggregate ad valorem tax millage rate is increased or decreased and such increase or decrease is applicable generally to all taxpayers located in the same taxing district as the Project, then the Fee-in-Lieu Amount or amount payable under an exemption will be increased or decreased based upon such higher or lower aggregate annual millage. However, following the execution of this Agreement by all of the parties hereto and continuing through the FIL Term until the expiration thereof, no special tax levies in the nature of taxes, franchise fees or special assessments shall be imposed by the Taxing Authorities against any of the Property which are not imposed generally against all commercial property located in ad valorem tax district in which the Project Site is located. Furthermore, at no time following the execution of this Agreement by all of the parties hereto and continuing through the FIL Term until the expiration thereof shall any of the Taxing Authorities form, authorize or caused to be formed or authorized, any new taxing district authorized by State law, which is comprised solely of the Project Site or of any portion thereof together with one or more adjoining parcels.

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

**EXHIBIT "C"**

**PROJECT SITE DESCRIPTION**