

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Marshall County Fiscal Court (hereafter “Applicant”) and the Delta Regional Authority (hereafter “DRA”).

W I T N E S S E T H

WHEREAS, Marshall County Fiscal Court (hereafter “Awardee”) filed an Application for a award with DRA entitled Southwest One Alternate Entrance bearing reference number _____ in the amount of approximately \$500,000 on or about May 17, 2022; and

WHEREAS, the Company will directly benefit from this Award; and

WHEREAS, the Federal government is results oriented which led to the Office of Management and Budget announcement of the President's Management Agenda in the summer of 2001, that includes an aggressive strategy for improving the management of the Federal government; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Applicant and DRA hereby agree to the following:

1. Definitions.

- a. Application – The documents, forms, certifications, engineering reports, company financial statements, and other information submitted by the Awardee to DRA regarding the Project.
- b. Capital Expenditures – The funds expended by the Applicant (or lessor) for new real and personal property improvements related to the Project.
- c. Financial Statements – Current and/or projected balance sheets, profit and loss, cash flow and other financial information about the Applicant at this location. Such projections must be consistent with those submitted to lenders, stockholders, partners, or other parties having an interest in the Company.
- d. Award Agreement – An agreement between the Awardee and DRA defining the conditions of this Project.
- e. Award – The award funded by DRA bearing the reference number above.
- f. Awardee – The public or non-profit entity that submitted an application to DRA for funding.
- g. Project – The construction, reconstruction, purchase, and/or installation of buildings, machinery, equipment, utilities, streets, furniture, and other real estate or personal property improvements to be

located at the site indicated in the Application, whether owned or leased by the Company or Awardee, as detailed in the Application.

2. Accuracy – The Applicant has reviewed the entire contents of the Application including all attachments, except for information that pertains to other companies that may be included, and hereby certifies that all information that relates to the Applicant is true and accurate, and can be verified upon request by proper official of DRA or the Applicant.
3. Access to Records – The Applicant agrees to provide reasonable access to company records by proper officials of DRA and the Applicant in order to verify information submitted in this Application and requirements set forth in this Agreement. “Reasonable access” shall be considered access at the applicant’s normal business hours with at least three days notice by DRA or the Applicant.
4. Proposed Capital Expenditures – The Applicant certifies that the proposed Capital Expenditures for the Applicant’s Project, as identified in the Application, has not yet begun, and will not begin until DRA has conditionally approved the Application. The Applicant also certifies that it will expend, at a minimum, \$_____ in Capital Expenditures for the Project, and provide upon request paid invoices and other allowable documentation dated after DRA’s conditional approval of the Application substantiating said expenditures to the Awardee and DRA.
5. DRA/Civil Rights – The Applicant agrees to comply with Equal Employment Opportunity and civil rights laws and procedures as applicable to the DRA program, which, among other requirements, requires non-discrimination in employment.
6. Default and Remedies – If for any reason whatsoever, the Applicant does not adhere to the commitments as contemplated by this Agreement, the Applicant shall reimburse DRA the amount contemplated by the Award Agreement, plus 10% interest accrued from the time DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds. In the event of partial New Job Creation or Retained Jobs, reimbursement shall be computed on a prorated basis dependent on actual performance as follows:
 - a. Reduction of Penalties – DRA, at its sole discretion, may reduce or waive the penalties specified in this Section of this Agreement in the event the Applicant experiences Unforeseen Economic Events as defined in paragraph 1. (l), as determined by DRA. This information must reflect the activity only at the facility referred to in the Application, and not include other sites, subsidiaries, or parent company. In the event the Applicant elects not to submit the current

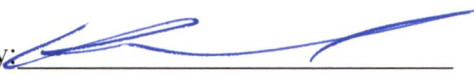
and projected financial information in the application, DRA is not obligated to determine if a reduction in penalties would be warranted.

8. Certification – The Applicant certifies that but for the proposed DRA assistance described in the Application, the Applicant's project will not be done at the proposed site, and the New or Retained Jobs would not occur.
9. Hold Harmless – The Applicant shall fully and completely indemnify, defend, and hold harmless DRA and its officers, directors, employees, board and agents against any liability, judgment, loss, costs, claim damages (including consequential damage) or expenses (including attorneys' fees and disbursements, settlement costs, consultant fees, and investigation fees) to which any of them may become subject insofar as they may arise out of or based upon this Agreement or any agreement or document executed by the Applicant and DRA as part of the transaction described herein. The Applicant shall be given the full opportunity, at the expense of the Applicant, to defend against any such third party claim or demand.
10. Disputes -- In the event of a dispute between the parties arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party must then pursue resolution by binding arbitration in accordance with the rules of the American Arbitration Association.

Delta Regional Authority, Awarder

Marshall County Fiscal Court

By: _____

By:  _____

Kevin Neal, Judge/Executive

Director of Project Development

Date: _____

Date: 5-17-22

STATE OF _____

Phone: 270-206-2727

COUNTY OF _____

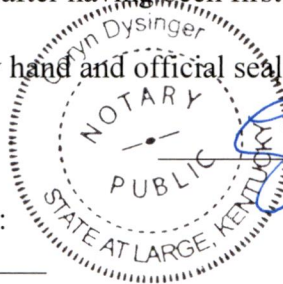
Email: Kevin.Neal@MARSHALLCOUNTYKY
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Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named Kevin Neal, to me known, who acknowledged that he is Judge/Executive of Marshall County, and that for and on behalf of said Marshall County Fiscal Court and as its act and deed, he signed and delivered the foregoing Agreement as of the date therein mentioned with action execution on the date of this acknowledgment, after having been first duly authorized so to do.

GIVEN under my hand and official seal on this, the 17th day of May, 2022.

My Commission Expires:

7/8/2023



Shawn Dysinger (Daniel) 626558
Notary Public

CERTIFIED RESOLUTION

I, Kevin Neal, do hereby certify that I am a duly elected and qualified Judge/Executive of the Marshall County Fiscal Court organized and existing under the laws of the State of Kentucky, and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Marshall County Fiscal Court thereof convened and held in accordance with law and the by-laws of said corporation on the 17th day of May, 2022, and that such resolution is now in full force and effect:

"BE IT RESOLVED, that the Marshall County Fiscal Court, hereby authorizes Judge/Executive Kevin Neal to execute the Participation Agreement with the Delta Regional Authority for a project to be located in Benton, KY, and hereby recognizes that the Agreement includes obligations of the corporation and financial penalties for non-compliance of such obligations."

IN WITNESS WHEREOF, I have hereunto affixed my name as Kevin Neal, this 17th day of May, 2022.

BY: [Signature]

TITLE: Marshall County Judge/Executive__