

## CONSENT AND AGREEMENT

R. J. Reynolds Tobacco Company, a North Carolina corporation (“**RJRT**”), the VILLAGE OF TOBACCOVILLE, a [ ] of [ ] North Carolina (“**Tobaccoville**”), and the CITY OF KING, a municipal corporation of Stokes and Forsyth County, North Carolina (“**King**”), entered into that certain Agreement last dated September 10, 1991, a copy of which is attached hereto and incorporated herein by reference as **Schedule 1** (the “**Tri-Party Agreement**”).

RJRT desires to make a charitable donation to King of a portion of the property that is defined in the Tri-Party Agreement as the Industrial Opportunity Area containing no more than five (5) acres, which property is shown on **Schedule 2** attached hereto and incorporated herein by reference (the “**Donation Parcel**”). If RJRT proceeds with the donation of the Donation Parcel to King, the Donation Parcel would be used for the development and operation of a second fire station for King’s Fire Department. King believes that it would be in the best interest of King, the residents and businesses doing business in King, Tobaccoville, southwest Stokes County and northwest Forsyth County for the King Fire Department to have a second fire station located on the Donation Parcel. This second fire station to be located on the Donation Parcel would enable the King Fire Department to better serve such residents and businesses by having shorter drive distances and response times for providing emergency services.

Before RJRT may proceed with the donation, transfer and conveyance of the Donation Parcel to King, the Donation Parcel will have to be voluntarily annexed into King by RJRT.

Section 7 of the Tri-Party Agreement prohibits the voluntary annexation by RJRT of any portion of the property constituting the Industrial Opportunity Area. Notwithstanding the terms of the Tri-Party Agreement, RJRT desires for King and Tobaccoville to consent to the voluntary annexation of the Donation Parcel into King.

Pursuant to this Consent and Agreement, King and Tobaccoville hereby consent to the voluntary annexation by RJRT of the Donation Parcel into King, and RJRT hereby covenants and agrees that such annexation of the Donation Parcel shall not reduce and shall have no impact on the amount of the tax equivalent payments made pursuant to Sections 8 and 9 of the Tri-Party Agreement.

RJRT, King and Tobaccoville, respectively, represents that this Consent and Agreement has been duly authorized, properly executed and is binding and enforceable according to its terms.

RJRT, King and Tobaccoville hereby agree that (1) the Tri-Party Agreement remains in full force and effect, (2) RJRT, King and Tobaccoville may rely upon this Consent and Agreement, and (3) this Consent and Agreement may be executed in counterparts, electronically, with each counterpart and each electronic signature constituting an original.

[signature pages to follow]

RJRT, King and Tobacoville have executed and delivered this Consent and Agreement on the date set forth below.

	<p><b>R. J. REYNOLDS TOBACCO COMPANY:</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____, 2026</p>
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	<p><b>THE CITY OF KING, a municipal corporation of Stokes County and Forsyth County, North Carolina</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____, 2026</p>
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	<p><b>THE VILLAGE OF TOBACCOVILLE, a [_____] , North Carolina</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____, 2026</p>
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**Schedule 1**

Tri-Party Agreement

[see attached]

**Schedule 2**

Donation Parcel

[see attached survey]