

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (“Agreement”) is made this ____ day of August, 2026, by and between **CARLISLE DEVELOPMENT PARTNERS LLC (“CDP”)**, having an address of 1660 International Drive, Suite 500, McLean, Virginia 22012, and **MIDDLESEX TOWNSHIP (“Township”)**, having an address of 350 North Middlesex Road, Suite 1, Carlisle, Pennsylvania 17013. (CDP and the Township are collectively referred to as the “Parties”).

BACKGROUND

A. CDP is the legal owner of an approximately 694-acre tract of land located in Middlesex Township, Cumberland County, Pennsylvania, as more particularly identified as Cumberland County Property Id. Nos. 21-06-0015-001, 21-06-0015-013, 21-06-0015-014, and 21-06-0015-015 (“**Property**”) on which CDP intends to develop a commercial/industrial development known as “Pennsylvania Digital 1 (PAX-1)” (“**PAX-1**”).

B. On January 5, 2026, the Township Board of Supervisors (“**Board**”) granted Preliminary Subdivision Plan approval for subdivision of the Property into five lots, identified as Lots 1A, 1B, 1C, 2 and 3, on which CDP intends to develop PAX-1.

C. Subsequently, the Board granted Preliminary Land Development Plan approval for Phases 1A, 1B, 1C and 2 of the Development and Final Land Development Plan approval for Phase 1A.

D. The remaining Phases 1B, 1C, 2 and 3, will continue to be processed and considered by the Township staff, consultants, planning commission and Board.

E. CDP has initiated substantial construction activities on the Property.

F. The Township has requested and CDP has agreed to offer certain contributions to the Township in accordance with the terms of this Agreement regarding the development of PAX-1.

G. The intent of the contributions is to assist in facilitating funding priorities identified by the Township including (i) land preservation; (b) public safety; (c) park and recreation infrastructure; and (d) real estate tax-payer relief.

H. The purpose of this Agreement is to memorialize the Parties' understandings with respect to the contributions.

NOW, THEREFORE, CDP and the Township, each binding itself, its successors and assigns, and each intending to be legally bound hereby, covenant and agree as follows:

1. The Background Paragraphs or Preamble are hereby incorporated and made part of this Agreement as if fully set forth herein.

2. CDP shall contribute funds to the Township in the amount of Fourteen Million Dollars (\$14,000,000.00) for purposes identified by the Township to benefit the residents and businesses of the Township (the "Community Benefits Payment"). The Township has identified the following purposes for the Community Benefits Payment:

- A. ***Land Preservation.*** To allow the Township to invest in land preservation projects in the Township.
- B. ***Public Safety.*** To assist the Township in the development of a new police substation, for fire safety and emergency management services and to improve traffic.
- C. ***Parks and Recreation.*** To assist the Township in investing in its parks and recreation infrastructure.
- D. ***Taxpayer Relief.*** To allow the Township to reduce the local real estate tax burden of the residents.

CDP shall make the Community Benefit Payment in increments of Two Million Three Hundred and Thirty-Three Thousand Three Hundred and Thirty-Four Dollars (\$2,333,334.00)

(“**Incremental Payments**”) within thirty (30) days after the following events:

- a. Commencement of Construction on Campus 1
- b. Commencement of Construction on Campus 2
- c. Commencement of Construction on Campus 3
- d. Occupancy of Building 1, Campus 1
- e. Occupancy of Building 1, Campus 2
- f. Occupancy of Building 1, Campus 3

For avoidance of doubt, the Community Benefits Payment made by CDP to the Township shall be controlled by and allocated and appropriated by the Township in its sole discretion and without direction and/or under conditions set by or the control of CDP.

3. If the Township utilizes the Community Benefits Payment in such a manner that reduces the Township’s real estate tax millage rate below the Township real estate tax millage rate existing as of the date of this Agreement, then CDP and its successors and assigns in title agree to contribute the difference in the amount of real estate tax that would have been due based on the assessed value of the Property as of the date of this Agreement (“Current Assessed Value”) and the real estate tax due based the Current Assessed Value under the reduced Township millage rate in the form of a “payment in lieu of taxes” or “PILOT” to the Township during the time period in which the Incremental Payments are being made to the Township and terminating on the date that the last Incremental Payment is made. Notwithstanding anything to the contrary herein contained, in the event any payments in lieu of taxes are made in accordance with this Paragraph 3 said payments in lieu of taxes shall be credited against the Community Benefits Payment such that the total amount contributed to the Township through Incremental Payments and payments in lieu of taxes shall not exceed a total of Fourteen Million Dollars (\$14,000,000.00).

4. The provisions of Paragraph 2 and the Incremental Payments identified therein notwithstanding, the Parties acknowledge that there are several legal challenges pending against the PAX-1 project, including a challenge to the Township's rezoning of the Property and appeals of certain of its approvals identified in the Preamble and challenges to necessary state permits. The Parties also believe there will be additional appeals and legal and permit challenges. (The pending and future legal challenges shall be referred to as the "**Legal Challenges**"). So long as the Legal Challenges remain pending, outstanding and unresolved, the Incremental Payments referenced in Paragraph 2 when due shall be made by CDP and paid into an Escrow Fund held by its counsel for the benefit of the Township and only released to the Township when the Legal Challenges are fully and finally resolved. CDP shall provide to the Township proof of each Incremental Payments referenced in Paragraph 2 that is made into the Escrow Fund within ten (10) days after the Incremental Payment is due.

5. If CDP is in default of any Incremental Payment obligation set forth herein and fails to cure it within ten (10) days of notice from the Township, the Township may seek payment for any such default from a court of competent jurisdiction sitting in Cumberland County, Pennsylvania, in which event CDP will be responsible for all of the Township's costs and reasonable attorney's fees associated with CDP's default and the legal action initiated by the Township.

6. It is the intent of the Parties that this is a binding Agreement and approval of this Agreement by the Board shall constitute the Board's acceptance of the contributions offered in this Agreement.

7. This Agreement shall be interpreted and constructed in accordance with the laws of the Commonwealth of Pennsylvania.

8. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all prior understandings and agreements regarding the subject matter contained herein.

9. The provisions contained in this Agreement shall bind CDP and its successors and assigns.

10. This Agreement may only be amended the written agreement of the Parties.

11. CFP's obligations under this Agreement shall be a charge on the Property in the nature of an equitable servitude, which shall be a covenant running with the Property and its improvements, and such obligations shall be binding upon CDP, its successors and assigns, and its and their successors and assigns in title.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have entered into this Agreement as of the day and year first above written.

**CARLISLE DEVELOPMENT
PARTNERS LLC**

By: _____
Name:
Title:

ATTEST:

MIDDLESEX TOWNSHIP

By: _____
Name:
Title:

By: _____
Name:
Title: