

Parcel Id. Nos.: 21-06-0015-001, 21-06-0015-013, 21-06-0015-014 and 21-06-0015-015

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of September, 2026,

by and between:

CARLISLE DEVELOPMENT PARTNERS LLC, a foreign limited liability company, having a registered office of 1660 International Drive, Suite 500, McLean, Virginia 22012, party of the first part, hereinafter called "Developer",

AND

TOWNSHIP OF MIDDLESEX, a municipal township of the second class situated in Cumberland County, Pennsylvania, having its office and address for all purposes hereunder at 350 North Middlesex Road, Suite 1, Carlisle, PA 17013, party of the second part, hereinafter called "Township".

WITNESSETH:

WHEREAS, the Developer is the legal owner of approximately 693 acres located in Middlesex Township, Cumberland County, Pennsylvania, as more particularly known and identified as Cumberland County Property Id. Nos. 21-06-0015-001, 21-06-0015-013, 21-06-0015-014, and 21-06-0015-015 (the "Overall Property"). The Overall Property is under the jurisdiction of Township for planning and development purposes pursuant to the Pennsylvania Municipalities Planning Code, as amended, (hereinafter "Code") and various ordinances of the Township (hereinafter "Ordinances"); and

WHEREAS, the Developer intends to construct a commercial/industrial development on the Overall Property, which development requires subdivision and/or land development approval pursuant to said Code and Ordinances; and

WHEREAS, the Developer has submitted to the Township a subdivision plan entitled Preliminary Major Subdivision Plan for Pennsylvania Digital 1 (PAX-1), prepared by the Developer's Engineering and/or Surveying Firm Livic Civil, 1015 Mumma Road, Second Floor, Wormleysburg, PA 17043, originally dated November 21, 2025 and last revised December 22, 2025 (hereinafter called

“Subdivision Plan”); said Subdivision Plan being incorporated herein by reference thereto, which Subdivision Plan has been approved on January 5, 2026 by all authorities of Township having jurisdiction subject to the posting of improvements security as required by said Code and Ordinances and further subject to such conditions as detailed in a certain letter from the Township to the Developer, dated January 5, 2026, a copy of which is attached, labeled “Exhibit A” and incorporated herein by reference thereto. Said conditions of Subdivision Plan approval were accepted by the Developer and/or its authorized agent(s); and

WHEREAS, the Subdivision Plan subdivides the Overall Property into five proposed lots (labeled on the Plan as Lots 1A, 1B, 1C, 2 and 3 (each a “Proposed Lot” and collectively the “Proposed Lots”) and proposes a street and other improvements to be constructed or provided by Developer, which improvements are further itemized and identified as the improvements under the heading “PA Data Drive and Stormwater” (the “Subdivision Plan Improvements”) in that certain Engineer’s Estimate of Probable Cost provided to the Township from the Developer’s Engineering Firm dated February 6, 2026 and approved by the Township Engineer and Township Traffic Engineer by Memoranda dated February 20 and March, 2026, respectively, copies of which are attached hereto and incorporated by reference herein as “Exhibit B” and “Exhibit C”, respectively; and

WHEREAS, the Developer also has submitted to the Township a preliminary land development plan entitled Preliminary Land Development Plan for Pennsylvania Digital 1 (PAX-1) – Phase 1A, prepared by the Developer’s Engineering and/or Surveying Firm Livic Civil, 1015 Mumma Road, Second Floor, Wormleysburg, PA 17043, originally dated November 21, 2025 and last revised February 20, 2026 (hereinafter called “Phase 1A Plan”); said Phase 1A Plan being incorporated herein by reference thereto, which Phase 1A Plan has been approved on March 4, 2026 by all authorities of Township having jurisdiction subject to the posting of improvements security as required by said Code and Ordinances and further subject to such conditions as detailed in a certain letter from the Township to the Developer, dated March 4, 2026, a copy of which is attached, labeled “Exhibit D” and incorporated herein by reference thereto. Said conditions of Phase 1A Plan approval were accepted by the Developer and/or its authorized agent(s); and

WHEREAS, the Phase 1A Plan proposes, inter alia, the development of electric utility facilities on Lot 1A, together with associated improvements to Country Club Road, which improvements are further itemized and identified as the improvements under the headings “Phase 1A On-Site Improvements” and “Country Club Road Improvements – Phase 1A Frontage” on Exhibit B (the “Phase 1A Improvements”); and

WHEREAS, the Developer intends to commence construction of the Subdivision Plan Improvements. The Developer also intends to commence construction of the Phase 1A Improvements prior to final plan approval, but nonetheless has agreed to post security for the Phase 1A Improvements prior to commencing such construction.

WHEREAS, separate land development plans have been submitted for the development of each of the remaining Proposed Lots or portions thereof (each a “Future Land Development Plan”). The required improvements for each Future Land Development Plan are to be set forth in a cost estimate hereafter approved by the Township in connection with the approval of each Future Land Development Plan. The Subdivision Plan Improvements, Phase 1A Improvements and the required improvements under each Future Land Development Plan hereinafter are generically referred to as the “Required Improvements”;

WHEREAS, notwithstanding the rebuilding of portions Country Club Road as proposed in each approved Future Land Development Plan, Developer agrees to maintain all portions of Country Club Road from the Harrisburg Pike to the intersection of Bernheisel Bridge Road in accordance with the Country Club Road maintenance requirements of this Agreement until the completion of all construction, which completion (the “Completion of Construction”) shall occur when (a) the last certificate of occupancy for the last building being constructed on any Future Land Development Plan is issued; or (b) the release of all improvement security for the Required Improvements, excepting any security posted for the rebuilding of Country Club Road as provide for in this Agreement, whichever occurs last; and

WHEREAS, regardless of the timing of recordation of any approved Future Land Development Plan, financial security for the estimated rebuilding of the entirety of Country Club Road upon Completion of Construction shall be provided by the Developer on or before recording of the Subdivision Plan; and

WHEREAS, Developer also has agreed to construct an approximately 100-foot right turn lane on eastbound Harrisburg Pike (S.R. 0011) at its intersection with Country Club Road (the “Right Turn Lane”). A cost estimate for the Right Turn Lane is attached and incorporated as “Exhibit E”.

WHEREAS, the parties have negotiated certain terms and conditions to govern the Required Improvements security for the Subdivision Plan and Phase 1A Plan and for each Future Land Development Plan, the maintenance of Country Club Road prior to the Completion of Construction and the rebuilding of Country Club Road thereafter, which they seek to document by these presents.

NOW, THEREFORE, in consideration of the Township’s release of the Subdivision Plan and the Developer’s posting of improvements security relative to construction of the Required

Improvements on said Subdivision Plan and the Phase 1A Plan, and in further consideration of these presents and the promises, terms and undertakings contained herein, and intending to be legally bound hereby, the parties mutually agree as follows:

1. The foregoing Preamble and Paragraphs are incorporated herein by reference thereto, and the Developer warrants and represents to the Township that facts contained herein are true and correct.
2. The Developer covenants, promises and agrees fully to install, construct and provide Required Improvements shown on (i) the Subdivision Plan and Phase 1A Plan, as further identified in “Exhibit B” and (ii) each Future Land Development Plan, as is to be further identified in a cost estimate hereafter approved by the Township in connection with the Township’s approval of each Future Land Development Plan (the “Future Approved Cost Estimate”), with all such Required Improvements to be completed in a good and workmanlike manner. The Required Improvements under the Subdivision Plan and Phase 1A Plan are to be completed within four years after the date of this Agreement, and the Required Improvements under each Future Land Development Plan are to be completed within four years after the date on which each such Future Land Development Plan is recorded. All such Required Improvements are to be completed in accordance with and subject to all applicable rules and regulations of the Township and any other governmental agency having jurisdiction thereof.
3. The Right Turn Lane improvements, Country Club Road repair and maintenance, and the rebuild of Country Club Road upon the Completion of Construction shall be performed as follows:
 - A. Right Turn Lane. Within 90 days after the date of this Agreement, Developer, at its cost, shall prepare and submit to the Pennsylvania Department of Transportation (“PennDOT”), and thereafter shall diligently pursue the issuance of, an application for highway occupancy permit for constructing the Right Turn Lane (such permit as issued by PennDOT, the “Right Turn Lane HOP”). Developer shall commence construction of the Right Turn Lane within 60 days after the date on which the Right Turn Lane HOP is issued by PennDOT and received by Developer (unless such Right Turn Lane HOP is issued at such time that it is not commercially reasonable to complete construction of the Right Turn Lane before the start of PennDOT's next blackout period for asphalt paving (October 31), in which case Developer shall commence construction within a

reasonable period of time after the expiration date of such blackout period (April 30)). Notwithstanding the foregoing, to the extent that weather conditions permit, and PennDOT authorizes, construction of the Right Turn Lane to occur during such blackout periods, Developer shall use commercially reasonable efforts to advance or complete construction of the Right Turn Lane during such blackout periods. Upon commencement of construction of the Right Turn Lane, Developer shall diligently pursue completion of construction of such Right Turn Lane in accordance with the Right Turn Lane HOP.

B. Country Club Road Repair and Maintenance.

1. PCI Reports.

Developer shall retain a qualified professional (the “Road Inspector”) to assess the roadway conditions of Country Club Road on a monthly basis (each an “assessment”) with the first assessment being performed no later than 45 days from the date of this Agreement and thereafter on the 30th day of each month until the Completion of Construction. Upon engagement of the Road Inspector, Developer shall provide the Township with contact information of the Road Inspector. Developer shall cause the Road Inspector to provide to the Township a completed written pavement condition index (“PCI”) report (the “PCI Report”) on or before the 30th day of each month. All assessments that will be performed shall be done in accordance with ASTM D6433 (latest edition) and documented in the PCI Report. If the Developer fails to submit any PCI Report as required under this Agreement, the Township or its consultant may perform the assessment and have a PCI Report prepared, the costs of which may be billed to and paid by the Developer or paid from Developer’s improvement security as noted below. All repairs required to Country Club Road shall be completed based upon and in compliance with the repair specifications described in the PCI Report and repair plan as noted in 2., below, as approved or revised by the Township.

2. Completion of Repairs.

In the event a PCI Report indicates that any portion of Country Club Road has a PCI score lower than 50, the PCI Report shall also include a repair plan with estimated costs for those portions of Country Club Road. The Township shall approve the PCI Report and if applicable the repair plan, or

recommend revisions to the repair plan, within 7 days of the Township's receipt of the PCI Report. The Developer shall complete the repairs indicated in the repair plan, including any revisions to the repair plan provided by the Township, within 21 days of receiving the Township's approval and revisions, if any, and prior to the next month's assessment and PCI Report.

Developer shall pay for and be responsible for repairing the entirety of Country Club Road at a PCI of 50 or above until Completion of Construction. The cost of all maintenance and repair work performed shall be paid by the Developer.

If any PCI Report contains a repair plan, whether or not revised by the Township, and the Developer fails to promptly perform the work noted in the repair plan within 21 days of receipt of the PCI Report containing a repair plan, the Township may proceed with the repair of Country Club Road in accordance with the repair plan, in which event the Developer shall be responsible for all costs incurred by the Township in bidding and performing such repairs, which costs the Developer agrees can either be billed by the Township to the Developer for payment or drawn against any improvement security posted by the Developer. Developer's obligation to complete repairs required under any PCI Report shall be extended for a period of time equal to any period of prevention, delay or stoppage due to strikes, civil riots, war, invasion, fire or other casualty, Acts of God, unavailability of labor or materials, adverse weather conditions, governmental orders issued act or failure to act of governmental authorities (including failure or delay in issuing necessary approvals, permits and license), or other causes beyond the reasonable control of Developer.

C. Full Rebuild of Country Club Road.

Upon Completion of Construction, Country Club Road shall be rebuilt in its entirety by Developer in compliance with Pennsylvania Prevailing Wage requirements, and subject to inspection and approval by the Township, the costs of inspections being paid for by the Developer, as follows:

1. The western section of Country Club Road, being that portion which extends from the Harrisburg Pike to the western boundary of tax parcel No. 21-06-0015-015-015, shall be rebuilt to match the existing roadway footprint, with

no widening or addition of new features of the roadway cross section such as curbing or sidewalk, but any existing sections with curbing or sidewalk must be protected or replaced if damaged.

The existing pavement shall be removed in its entirety down to the existing subgrade. The subgrade shall be subject to Proctor Testing. If the existing subgrade does not attain a Proctor of 95, the condition of the subgrade shall be upgraded to meet 95 Proctor by means acceptable to the Township. The paved section shall meet the Township's Subdivision and Land Development Ordinance ("SALDO") requirements for a collector street as specified in Table 703.3 and the subgrade as previously stated shall be compacted to a Proctor of 95. Pavement base drains should be installed if areas of wet soils, subsurface springs, seeps, etc. are encountered. New stormwater inlets, piping etc. are not required but any such existing features should be protected or replaced if they are damaged. If base drains are installed, they must outfall to an existing or new receiving drainage facility, such as, but not limited to, a stormwater collection inlet, storm sewer, or drainage swale.

Upon completion of the final wearing course, provide 4 inch double-yellow centerline and single 4 inch white edge lines on each side. All work should be completed in accordance with the SALDO and PennDOT Publication 408 requirements, maintain and protect traffic as provided in PennDOT Publication 213, and utilize professionally trained traffic personnel. A post-construction PCI assessment shall be completed. If the PCI report does not achieve a PCI score of 85 or above, the PCI report shall also recommend upgrades, and the Township shall have the right to review and approve those upgrades or require changes to the upgrades. The Township and Developer shall follow that procedure for upgrades as described in 3.B.2. Completion of Repairs, above.

2. The center section of Country Club Road, being that portion that extends from the western boundary of tax parcel No. 21-06-0015-015 to the eastern boundary of tax parcel No. 21-06-0015-013, shall be rebuilt to match the existing roadway the alignment, grades, cross section and other features described by each approved Future Land Development Plan. Developer shall follow all requirements for the rebuild of the center section of Country Club

Road as noted in 3.C.1, above, as well as the post-construction PCI assessment process and repairs, as applicable.

3. The eastern section of Country Club Road, being that portion that extends from the eastern boundary of tax parcel No. 21-06-0015-013 to Bernheisel Bridge Road, shall be rebuilt by following all requirements as noted for the rebuild of the western section of Country Club Road in 3.C.1, above, as well as the post-construction PCI assessment process and repairs, as applicable.

D. Insurance and Indemnification.

Upon execution of this Agreement by Developer, and continuing until the completion of the rebuild of Country Club Road as noted in Paragraph C., above, Developer shall provide the Township with a current certificate of insurance noting that Developer has commercial liability limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate naming Middlesex Township, its Supervisors, employees, consultants and agents as additional insureds. Developer shall maintain such insurance until the expiration or termination of this Agreement, and provide evidence of same at the request of the Township. Developer's insurance shall be primary and non-contributory with respect to any insurance maintained by the Township.

Developer shall indemnify and save harmless the Township, its elected and appointed officials, employees, employees and agents against, of and from any and all costs, expenses, attorney's fees, damages, claims, demands, suits, personal injury, death or loss to which the Township may be subjected by reason of any wrongdoing, misconduct, negligence, or fault of Developer, its agents, servants, contractors sub-contractors or employees in or about the execution and performance of this Agreement and shall pay and be responsible for all of the Township's attorney's fees and costs in enforcing or collecting upon such indemnification. This paragraph shall survive termination or expiration of this Agreement.

4. In furtherance of the Developer's undertaking in Paragraphs 2 and 3, and to secure its performance thereof, the Developer shall post good and sufficient security in the amount of (i) \$14,153,608.50 with respect to the Required Improvements under the Subdivision Plan and Phase 1A Plan, together with the Right Turn Lane and Country Club Road

Improvements, prior to recordation of the Subdivision Plan, and (ii) an amount equal to the Future Approved Cost Estimate prior to the recordation of each Future Land Development Plan, which security shall be pledged irrevocably to the Township to assure timely and due completion of (a) all Required Improvements in accordance with the Subdivision Plan, Phase 1A Plan or Future Land Development Plan, as applicable, the applicable Code and Ordinances and the terms of this Agreement and (b) the Right Turn Lane and Offsite Country Club Road Improvements in accordance with the applicable Code and Ordinances and the terms of this Agreement. The security may be a bond, irrevocable letter of credit, or cash escrow and shall be in a form subject to approval of the Township Solicitor. Said security shall remain in full force and effect until all Required Improvements, Right Turn Lane, and Offsite Country Club Road Improvements are fully installed, constructed and provided and until same have been accepted by and/or dedicated to the Township, as applicable. The amount of said security shall be subject to partial release and increase in accordance with the provisions of the Code and Ordinances and may be adjusted annually by the Township in accordance with the Pennsylvania Municipalities Planning Code, 53 P.S. 10509.

5. If the Developer shall fail, neglect or refuse fully to construct, install and provide said Required Improvements, Right Turn Lane, or Offsite Country Club Road Improvements in strict accordance with this Agreement, the Township shall have the right to demand payment of or from the security in whole or in part, at any time on or after the applicable deadline specified in Paragraphs 2 or 3, above, and thereafter to enter upon lands of the Developer as necessary in order to proceed with the construction or completion, and the inspection or maintenance of said Required Improvements, as permitted by the Code or Ordinances. The Township's right to demand payment of or from the security may be exercisable by the Township any number of times.
6. Upon completion of the Required Improvements, Right Turn Lane and/or Offsite Country Club Road Improvements, as applicable, and their approval by the Township subject to site inspections and approval of an As-Built Plan, and as a condition of the release of the improvement security posted by Developer hereunder, Developer shall: (a) post good and sufficient security, in an amount of fifteen percent (15%) of the total cost of the portion, if any, of the Required Improvements or Offsite Country Club Road Improvements that are dedicated to the Township, which security (the "maintenance security") shall be pledged irrevocably to Township to assure the structural integrity and functioning of such

dedicated Required Improvements and/or Offsite Country Club Road Improvements, as applicable, installed by Developer hereunder, and which form of security shall be subject to approval by the Township; and (b) provide to the Township a completed Stormwater Management Operation and Maintenance Agreement (“SMOMA”) with an as-built Stormwater Management Site Plan, both being subject to the approval by the Township. Upon approval by the Township, the Developer shall record the SMOMA and related site plan and provide the Township with an original of said recorded agreement and plan, indicating thereon the date of recording and appropriate reference to the place of recordation.

7. The maintenance security, if any, to be posted by Developer as required above shall remain in full force and effect for a term of 18 months from the date of its posting and delivery to Township. Upon said security's posting and delivery to Township, the Township shall release all improvement security posted by Developer and applicable to such dedicated improvements.
8. If the Developer shall fail, neglect or refuse fully to maintain and ensure the proper functioning of any dedicated Required Improvements and/or Offsite Country Club Road Improvements for which maintenance security under this Agreement shall be posted, the Township shall have the right to demand payment of or from the security in whole or in part, and thereafter to enter upon lands of the Developer as necessary in order to proceed with the construction or maintenance of said dedicated Required Improvements and/or Offsite Country Club Road Improvements, as permitted by the Code or Ordinances. The Township's right to demand payment of or from the security may be exercisable by the Township any number of times, within the applicable 18 month term of the maintenance security.
9. Nothing herein shall be construed to limit any rights or remedies available to the Township or otherwise provided by law and not specified herein, in the event the Developer shall fail, neglect or refuse to fully construct, install and provide said Required Improvements, Right Turn Lane and/or Offsite Country Club Road Improvements in strict accordance with this Agreement. Further, the Developer acknowledges, agrees and confirms that he remains subject and bound to and by all applicable requirements, duties, obligations and responsibilities of the Code and Ordinances which in any way relate or pertain to said Required Improvements, Right Turn Lane and Offsite Country Club Road Improvements, including, but not limited to,

their installation, completion, inspection, acceptance, maintenance and/or dedication, whether or not such requirements, duties, obligations or responsibilities, are specifically set forth herein.

10. Upon the Developer's posting of the security required under Paragraph 4 hereinabove with respect to the Subdivision Plan and Phase 1A Plan, or the security identified in each Future Approved Cost Estimate with respect to each Future Land Development Plan, and the parties' execution of this Agreement, the Township shall release said Subdivision Plan, final Phase 1A Plan, or Future Land Development Plan, as applicable, to the Developer who shall, at its sole cost and expense forthwith record said Subdivision Plan, final Phase 1A Plan or Future Land Development Plan, as applicable, in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and provide the Township with an original of said recorded Subdivision Plan, final Phase 1A Plan or Future Land Development Plan, as applicable, indicating thereon the date of recording and appropriate reference to the place of recordation.
11. The Township may require that construction traffic be directed to exclusively use either PA Data Drive Entrance #1 or PA Data Drive Entrance #2, as identified on the Subdivision Plan, if doing so would prevent construction traffic from traveling upon portions of newly constructed roadway.
12. The Developer shall cause its contractors to provide blasting reports to the Township on a weekly basis throughout the duration of any blasting operations on any portion of the Overall Property.
13. Landscaping Maintenance Security. Prior to issuance of a certificate of occupancy for the first building constructed in each Phase, the Developer agrees that it will provide maintenance security for a period of five years in a form reasonably acceptable to the Township in an amount equal to 15% of the estimated cost of any landscaping within said Phase that is adjacent to either a public right-of-way or an external property line of the Overall Property, with such landscaping being specifically identified on the final land development plan for said Phase.
14. Developer shall not assign, transfer or delegate any of its rights and obligations under this Agreement without the express written approval of the Township, except in conjunction with Developer's transfer of ownership of the Overall Property or any Proposed Lot, in which event, the purchaser/transferee shall be required to enter into a new developer's agreement with the Township under substantially the same terms as this Agreement or

execute an assignment of this Agreement, post appropriate improvement or other security, and comply with such other terms and conditions as determined by the Board of Supervisors. This Developer's Agreement, and any future amendments, shall be recorded in the Office of the Recorder of Deeds in and for Cumberland County and shall be binding upon the successors and assigns of the Developer, whether in title or otherwise.

15. Developer agrees that Developer shall be responsible for and pay all of the Township's costs, expenses and reasonable attorney's fees in the event of Developer's breach of this Agreement and/or the Township taking any action to call upon any improvement security or maintenance security or to enforce any term or provision of this Agreement.
16. This Agreement shall be interpreted and enforced in accordance with laws of the Commonwealth of Pennsylvania and applicable Codes and Ordinances of the Township.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have caused these presents to be duly executed as of the day and year first written above by their respective duly authorized Officials.

WITNESS/ATTEST:

DEVELOPER:
Carlisle Development Partners LLC

Secretary

By: _____
Name:
Title:

ATTEST:

TOWNSHIP:
Middlesex Township, Cumberland County, PA

Secretary

By: _____
(Vice) Chairman

(Township Seal)

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CUMBERLAND)

ON THIS, the ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as (Vice) Chairman of the Middlesex Township Board of Supervisors and acknowledged that he executed the same for the purposes therein contained being authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Notary Public

Notary Public

STATE OF _____)
)
COUNTY OF _____) SS.

On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, being the _____ of Carlisle Development Partners LLC, a foreign limited liability company, and being known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public