

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

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 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"), which the Developer intends to develop as a commercial/industrial development (the "Development"); and

WHEREAS, on January 5, 2026, the Developer received preliminary approval from the Township and all authorities of the Township having jurisdiction to subdivide the Overall Property into five lots—Lots 1A, 1B, 1C, 2, and 3 (each a "Proposed Lot")—that the Developer intends to develop in separate phases; and

WHEREAS, the Developer and the Township negotiated terms and conditions governing construction of the Development on the Overall Property, which were memorialized in a Developer's Agreement executed by the Parties dated August 19, 2026, a copy of which is attached

hereto as Exhibit “A” and incorporated herein (hereinafter the “Master Developer’s Agreement”); and

WHEREAS, the Developer submitted a preliminary land development plan entitled Preliminary Land Development Plan for Pennsylvania Digital 1 (PAX-1) – Phase 1B, prepared by Livic Civil dated _____, last revised _____ (hereinafter the “Phase 1B Plan”), seeking approval to develop Lot 1B; and

WHEREAS, on May 6, 2026, the Township granted preliminary approval to develop Lot 1B in accordance with the Phase 1B Plan, subject to certain conditions, including the execution of this Agreement and the posting of improvements security relative to the construction of certain improvements on Lot 1B, as set forth on that certain Engineer’s Estimate of Probable Cost approved by the Township’s Engineer by Memoranda dated July 9, 2026, a copy of which is attached hereto as “Exhibit B” and incorporated herein by reference (hereinafter the “Required Improvements”); and

NOW, THEREFORE, in consideration of the Township’s release of the Phase 1B Plan and the Developer’s posting of improvements security relative to the construction of the Required Improvements on the Phase 1B 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. Except as amended herein, all applicable terms, conditions, rights, responsibilities, and obligations of the Master Developer’s Agreement shall remain in full force and effect and are incorporated herein by reference.
3. The Developer covenants, promises and agrees fully to install, construct and provide Required Improvements shown on the Phase 1B Plan, with all such Required Improvements to be completed in a good and workmanlike manner. The Required Improvements of the Phase 1B Plan are to be completed within four years of the date of this Agreement and recording of the final Phase 1B Plan, whichever is later. 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.

4. In furtherance of the Developer's undertaking in Paragraph 3, and to secure its performance thereof, the Developer shall post good and sufficient security in the amount of \$21,751,790 with respect to the Required Improvements under the Phase 1B Plan. 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 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 shown on the Phase 1B Plan in strict accordance with this Agreement or the Master Developer's Agreement, the Township shall notify the Developer in writing of such failure and if Developer has not cured or commenced action to cure the identified deficiencies within thirty days of such notice, the Township may 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. 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. 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, 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.

7. Upon the Developer's posting of the security required under Paragraph 4 hereinabove with respect to the Phase 1B Plan, the Township shall release said Phase 1B Plan to the Developer who shall, at its sole cost and expense forthwith record said Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and provide the Township with an original of said recorded Plan, indicating thereon the date of recording and appropriate reference to the place of recordation.
8. Water Capacity. The Developer agrees that it or its successors will not request more than 400,000 gpd water capacity from Middlesex Township Municipal Authority based on Middlesex Township Municipal Authority's current capacity.
9. Dark Sky Compliance. All outdoor illumination installed and maintained by the Developer on the Property shall be Dark Sky compliant. This requirement shall not apply to lighting or illumination installed by utility providers or within utility easement areas.
10. 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 the Developer's transfer of ownership of the Overall Property or Lot 1B, in which even, 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 and post appropriate improvement or other security.
11. 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.
12. This Agreement shall be interpreted and enforced in accordance with laws of the Commonwealth of Pennsylvania and applicable Codes and Ordinances of the Township.

(SIGNATURES ON FOLLOWING PAGE)

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:

Secretary

DEVELOPER:
Carlisle Development Partners LLC

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

TOWNSHIP:
Middlesex Township,
Cumberland County, PA

By: _____
(Vice) Chairman

(Township Seal)

