

September 2, 2026

Board of Supervisors
Middlesex Township
350 North Middlesex Road, Suite 1
Carlisle, Pennsylvania 17013

and

Carlisle Development Partners LLC
1660 International Drive, Suite 500
McLean, Virginia 22012

RE: Letter Agreement

Dear Ladies and Gentlemen:

1. This letter agreement (“Letter Agreement”) is entered into by Carlisle Development Partners LLC, a foreign limited liability company with a registered office address at 1660 International Drive, Suite 500, McLean, Virginia 22012, its successors and assigns (“Carlisle”) and the Township of Middlesex, a second-class township in Cumberland County, Pennsylvania, with a municipal office address at 350 North Middlesex Road, Suite 1, Carlisle, Pennsylvania (“Township”).
2. Carlisle is the owner of approximately 693 acres of real property located in Middlesex Township, Cumberland County, Pennsylvania, which is 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 “Property”) that it intends to develop for an industrial/commercial use over several phases (the “Development”).
3. The Township and Carlisle executed a Developer’s Agreement on the 2nd day of September, 2026 (the “Master Developer’s Agreement”), regarding Carlisle’s proposed development of the Property, which is incorporated herein by reference.
4. Carlisle and Township now desire to enter this Letter Agreement for the purposes of agreeing to additional terms and conditions that the Township may impose as a condition on any future final land development plan approval related to the Development. By execution of this Letter Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carlisle and Township agree that the following may be imposed as a condition of any future final land development plan approval related to the Development:
 - A. **Well Testing, Monitoring and Remediation.** Carlisle shall enter into separate agreements with each willing property owner having water supply wells located within 1,500 feet of all of

Carlisle's blasting activities. The agreement shall provide for Carlisle's contractor to complete a survey of the water supply well and provide at least three rounds of testing of the water supply before further blasting and after the completion of blasting activities at the Property in order to address well yield and sampling of well water by a laboratory accredited by the Pennsylvania Department of Environmental Protection. The water sampling will be for the following parameters: (1) lead, (2) Nitrate (as Nitrogen), (3) Nitrite (as Nitrogen), (4) total Coliform, (5) E. coli, (6) pH, (7) suspended solids, and (8) turbidity. The results of each survey shall be provided to the Township and property owner within 15 days of receipt by Carlisle. The agreement shall provide for Carlisle to remediate or replace any well where testing reveals that blasting diminished the water quantity or quality of the well, based on drinking water standards for each of the six parameters. All testing, monitoring and remediation shall be at the cost of the Carlisle.

- B. **Noise Monitoring.** For the period of 24 months following Completion of Construction (as said term is defined in the Master Developer's Agreement), Carlisle agrees to monitor noise levels along the property line at locations previously approved by the Township Engineer and the Township's consultant for purposes of the pre-construction monitoring to confirm that the noise generated by the Development is no greater than 70dBA on average, measured over a 5-minute interval. The testing shall be conducted by an independent consultant specializing in noise monitoring at Carlisle's expense. The results of monitoring shall be provided to the Township no less than on a monthly basis and the results shall be posted by Carlisle no less than monthly on a publicly available website. In the event testing reveals that noise from the Development exceeds that threshold, Carlisle shall notify the Township of same and shall promptly remedy the deficiency through additional sound attenuation until compliance is achieved.
- C. **Ambient Air Quality.** During and following Construction (as said term is defined in the Master Developer's Agreement), Carlisle shall comply with all applicable requirements of the Pennsylvania Air Pollution Control Act, 35 P. S. § 4001 *et seq.*, and its implementing regulations, 25 Pa. Code Chapter 121 *et*

seq. (collectively, the "APCA"), and all other applicable laws and regulations governing air quality emissions from the Development. Carlisle agrees to promptly provide to the Township copies of all submissions for plan approvals and operating permits required for the Development pursuant to the APCA and, following the issuance of any plan approval or operating permit, to promptly provide the Township with copies all annual reports or other submissions made to the Pennsylvania Department of Environmental Protection required pursuant to such authorizations.

- D. **Waste & Hazmat Disposal.** Carlisle agrees that upon cessation of the data center use on any parcel or lot of the Property, all waste and hazardous materials shall be removed from the Property in a manner consistent with standards and regulations imposed by state and/or federal law. In the event that Carlisle determines that it would like to cease the data center use on the Property, Carlisle shall give the Township written notice of its intent to cease the data center use ("Notice of Intent"). Within thirty (30) days after providing Notice of Intent to the Township or in the event that Notice of Intent is not provided by Carlisle but the data center use has ceased operation for a period of twelve (12) or more consecutive months, Carlisle shall post financial security with the Township in the amount Five Million Dollars (\$5,000,000.00) to secure the decommissioning of the data center use, consisting of the disposal of the waste and hazardous materials contemplated in this paragraph. Notwithstanding the foregoing, from the date the data center use commences on the Property, Carlisle shall maintain pollution liability insurance with coverage sufficient to remedy pollution, if any, resulting from the Development.
- E. **Identification of Tenants.** Carlisle agrees that it may need to identify the prospective tenant for Phase 1B after final land development plan approval for Phase 1B and before the approval, whether conditional or not, of any subsequent final land development plan by the Township.
- F. **Industrial Wastewater.** Industrial Wastewater generated from the Property shall be tested monthly by Carlisle for the parameters listed below for a period of twenty-four (24) months following Completion of Construction. The samples shall be analyzed by a Pennsylvania Department of Environmental Protection-accredited laboratory. The results of the monthly testing shall be provided to the Township and the Middlesex Township Municipal Authority on a monthly basis on or before

the last day of each subsequent month. In the event testing reveals results in excess of applicable permit limits, Carlisle shall promptly address such results as required by all applicable local, state and federal regulations and laws. Samples shall be analyzed for the following parameters:

- Arsenic
- Cadmium
- Chromium
- Copper
- Lead
- Mercury
- Molybdenum
- Nickel
- Selenium
- Silver
- Zinc
- Cyanide
- BOD-5
- Total Suspended Solids
- Phosphorus as P
- Ammonia – Nitrogen
- Fat, Oils & Grease
- Temperature
- pH
- Total Toxic Organics
- Flow

5. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Letter Agreement. This Letter Agreement shall be binding upon and inure to the benefit of Carlisle and Township, and their respective successors and assigns. Carlisle may assign this Letter Agreement to its successors and assigns without the consent of Township. This Letter Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. No amendment to or modification of this Letter Agreement shall be valid or binding upon the parties unless made in writing and signed by the parties hereto. This Letter Agreement applies solely to the Development, as defined in the Master Developer's Agreement and herein, and does not apply to and shall have no effect upon any other proposed development of the Property.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this instrument to be executed as of the day and year first above written.

WITNESS/ATTEST:

CARLISLE:
Carlisle Development Partners LLC

Secretary

By: _____
Name:
Title:

ATTEST:

TOWNSHIP:
Middlesex Township,
Cumberland County, PA

Secretary

By: _____
(Vice) Chairman

(Township Seal)