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COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this "Agreement"), is made on and shall become effective this ___ day of November, 2025 (the "Effective Date") by and among **LPE 01 PROPCO LLC**, a Delaware limited liability company ("LPE 1 Owner"), **GREENFIELD ROAD OWNER, LLC**, a Delaware limited liability company ("Greenfield Owner"), **HARRISBURG PLACE OWNER, LLC**, a Delaware limited liability company, ("Harrisburg Owner"; each an "Owner" and collectively the "Owners"), and the **CITY OF LANCASTER**, a Third Class City of the Commonwealth of Pennsylvania (the "City") (each a "Party", and collectively, the "Parties").

BACKGROUND

A. The Owners intend to develop the "Lancaster AI Hub", an innovation hub that will host computer infrastructure dedicated to the latest artificial intelligence applications used every day by businesses, schools and government to unlock productivity and innovation gains, powering the rapidly emerging AI ecosystem.

B. The Lancaster AI Hub is expected to consist of three (3) large-scale data center buildings (each a "DC Building", and collectively the "DC Buildings") across two campuses of approximately seventy-five (75) acres each with the campuses to be known as "Lancaster AI Hub West" and "Lancaster AI Hub East" (each a "Campus", and collectively, the "Campuses").

C. It is anticipated that the development of Lancaster AI Hub East and Lancaster AI Hub West will occur in phases. For Lancaster AI Hub East, the partial demolition and adaptive retrofit of the former RR Donnelly Facility began in August 2025. The primary construction activities for the initial 400,000 square foot DC Building (as hereinafter defined) thereon are targeted to commence in January 2026, followed by a second approximately 650,000 square foot DC Building in August 2026. For Lancaster AI Hub West, the construction of an approximately 1 million square foot DC Building is targeted for November 2026.

D. The primary intended use of the DC Buildings is to house computer servers and related infrastructure focused on the delivery of the latest artificial intelligence applications.

E. The initial tenant for DC Building 1 of AI Hub East (on LPE Unit 1 (as hereinafter defined)) is CoreWeave, Inc., a leading provider of cloud services that are purpose-built for scaling, supporting and accelerating the development and deployment of artificial intelligence applications.

F. Each of the planned three (3) DC Buildings are critical facilities intended to operate and be staffed on a twenty-four (24) hour, seven (7) day a week basis requiring the installation of emergency generators and other redundant power systems such as uninterruptable power supply units at each of the DC Buildings.

G. The Owners expect that the Project will employ approximately one hundred fifty (150) people at each Campus to operate the secure facilities and the equipment hosted inside.

H. The City and Owners acknowledge and agree that the City has identified certain concerns with respect to the impact of the construction and operation of the Lancaster AI Hub on

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the City and its residents.

I. The City and the Owners acknowledge and agree that the performance by Owners of their obligations as set forth below are to address those concerns.

J. The City and the Owners wish to provide for various community benefits as defined herein for the City, its residents and the larger surrounding public sector in connection with the design, construction, maintenance and operation of the Lancaster AI Hub including, without limitation, designing the same to be architecturally appealing with strong aesthetics, landscaping the Campuses to be authentic, harmonic and visually pleasant, utilizing trees and other plantings to shield the view of the DC Buildings from important site lines, using natural resources such as trees, planting and technologies to minimize the noise from the Campuses, assuring the proper handling of any environmentally unsafe or hazardous substances currently located on or to be utilized in conjunction with the Campuses, assuring that water, wastewater and energy usage are effectively managed and their impact on the environment minimized.

K. The Parties wish to provide for additional community benefits to assist the City and community in its long-term goals related to environmental sustainability, workforce development and local job growth, business development and technical assistance, infrastructure improvements, and other projects to be identified by the Parties pursuant to this Agreement for the benefit of the Lancaster community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Background and mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Owners, intending to be legally bound hereby, agree as follows:

ARTICLE 1 -- INTRODUCTORY MATTERS

Section 1.1 Purpose.

The purpose of this Agreement is for the Lancaster AI Hub, in conjunction with the City, to provide for a concerted and coordinated effort to maximize the design, economic and educational benefits of the Project (as hereinafter defined) for the City and its residents, businesses and community stakeholders, to minimize the environmental impact of the Project on the community and to assist the City and community in their efforts related to environmental sustainability, workforce development and local job growth, business development and technical assistance, infrastructure improvements, and other similar matters as identified by the Parties pursuant to this Agreement.

Section 1.2 Priorities.

Through the application of this Agreement, the Parties have determined to prioritize the following goals and commitments:

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1. Providing environmental protections and sustainability.
2. Management and control of noise emissions.
3. Management and control of air emissions.
4. Commitments to the use of Clean Energy.
5. Control and management of water consumption and discharge.
6. Fire and Emergency Management and E-Waste Management.

ARTICLE 2 -- DEFINITIONS

Agreement: This Community Benefits Agreement by and among the City and the Owners, as defined in the Preamble above.

Campus or Campuses: As such terms are defined in the Background above.

City of Lancaster or City: a municipal corporation organized and existing as a Third Class City under the Home Rule Charter and Optional Plans Law of the Commonwealth of Pennsylvania with its principal place of business located at 120 North Duke Street, Lancaster, Pennsylvania 17602, as defined in the Preamble above.

City Ordinances: Any and all applicable City ordinances, including, but not limited to those included within the Code of the City of Lancaster.

Clean Energy: Any source of energy that produces low or no greenhouse gas emissions (compared to carbon fuel sources) including, but not limited to, solar, wind, hydro, geothermal, ocean, and nuclear power.

Construction Financing Date: The date in which an Owner receives the first draw of funding under a construction loan for its DC Building (and not simply for the reimbursement of already performed predevelopment, development and/or construction activities), including all required infrastructure therefor necessary to obtain a certificate of occupancy for the DC Building.

DC Building Construction Commencement Date: The date in which an Owner commences vertical construction of its DC Building (as opposed to preliminary site or existing structure preparation work) pursuant to a City building permit therefor.

Contingent Clean Energy Fund: As such term is defined in Section 3.3.5 below.

DC Building or DC Buildings: As such terms are defined in the Background above.

Derived from Clean Energy Sources: (i) the procurement of Clean Energy pursuant to a power purchase agreement(s) (or similar contractual instrument(s)); and/or (ii) the procurement of renewable energy certificates and/or other similar renewable energy credit instruments (regardless of location in the United States) including, but not limited to, Pennsylvania alternative energy credits.

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Effective Date: As such term is defined in the Preamble above.

Emergency Management Plan: A Plan detailing emergency response and other requirements as more particularly set forth in Section 5.1.1 below.

Event of Default: Any material failure by either Party to perform any of its obligation under this Agreement.

E-Waste Management Plan: A plan for the disposition of computer hardware, energy transmitting equipment, energy generating equipment, chillers and any other portions of the cooling system and backup generators as more particularly described in Section 5.3 below.

Greenfield Owner: As such term is defined in the Preamble above, the owner of LPE Unit 2.

Harrisburg Owner: As such term is defined in the Preamble above.

Lancaster AI Hub East or LPE: The property identified as 216 Greenfield Road, Lancaster, Pennsylvania, as more particularly described by metes and bounds legal description attached to this Agreement as **Exhibit "A"** and made a part hereof, subject to that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner and creating "LPE Unit 1" and "LPE Unit 2".

Lancaster AI Hub West or LPW: The property identified as 1375 Harrisburg Pike, Lancaster, Pennsylvania, as more particularly described by metes and bounds legal description attached to this Agreement as **Exhibit "B"** and made a part hereof.

Landscape Plan: A holistic Landscape Plan prepared by a professional landscape architect detailing the landscaping and tree canopies to be utilized at the Lancaster AI Hub East or Lancaster AI Hub West. This Plan is more further described in Section 4.1 hereof.

Law: All federal, state and local statutes (including City ordinances) and promulgated regulations.

Letter of Credit: A written undertaking issued by a federally-insured bank (or such other financial institution reasonably acceptable to the City) on behalf of an Owner, committing to pay the City or the Lancaster County Community Foundation (as the case may be) a specified amount of money under this Agreement within a set time frame, provided that the City or the Lancaster County Community Foundation (as the case may be) presents documents complying with the terms and conditions stated in the Letter of

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Credit. In all instances, a Letter of Credit shall be in such form and substance as reasonably approved by the City.

LPE 1 Owner: As such term is defined in the Preamble above, the owner of LPE Unit 1.

LPE Unit 1: Condominium Unit 1 of that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner, concerning 216 Greenfield Road, Lancaster, Pennsylvania.

LPE Unit 2: Condominium Unit 2 of that certain Declaration of Condominium of CIG Lancaster East Land Condominium dated August 7, 2025 made by Greenfield Owner, concerning 216 Greenfield Road, Lancaster, Pennsylvania.

Lighting Plan: A Lighting Plan implementing the City's dark skies standards as more particularly described in Section 4.3 below.

Local Hiring Plan: A plan for achieving designated local resident hiring goals and identifying other Workforce Development Plans for the Lancaster AI Hub as more particularly described in Section 6.2 below.

Noise Mitigation Plan: A Plan satisfactory to the City provided by an Owner for each of the Properties, including noise studies for the Properties, addressing the amount of noise to be created by each Property and how such noise will be mitigated and/or abated. The Plan must be prepared and certified by professional acoustical engineer retained by the Owner(s), and is subject to review and comment by the City. This Plan is further described in Section 3.1 below.

Owner or Owners: As such terms are defined in the Preamble above, meaning LPE 01 Owner, Greenfield Owner, Harrisburg Owner.

***Party or Parties*:** Shall mean the signatories to this Agreement, as defined in the Preamble above.

Project: The design, development, construction and operation of the Lancaster AI Hub.

Properties: Collectively the LPE and/or LPW and singularly Property means either of the two.

Required Clean Energy Payment -- Degree 1: As such term is defined in Section 3.3.5 below.

Required Clean Energy Payment -- Degree 2: As such term is defined in Section 3.3.5 below.

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Sustainable Development and Clean Energy Fund: A fund of and for the City to be utilized by the City to advance its stated sustainability and climate goals, policies, and actions in the Comprehensive Plan, Climate Action Plan, and other relevant strategic documents and initiatives of the City that meets similar goals and policies.

Term: As such term is defined in Section 10.1.1 below.

Thermal Heat Mitigation Plan: The Plan further described in Section 4.4 below.

ARTICLE 3 -- PERFORMANCE COMMITMENTS

The Owners have an overall goal of responsible environmental stewardship and in conjunction therewith shall be guided by the following goals and commitments set forth in Section 1.2 above.

Section 3.1 Noise.

3.1.1 Each Campus will not transmit any noise that enters any adjacent Residential or PO zoning district or residence existing on the Effective Date hereof exceeding the ambient noise levels at those receiving properties measured at pre-construction of the Project. The ambient noise levels will be measured at locations representative of the nearest residential or PO zoning district or residence existing on the Effective Date hereof. Determination of average ambient noise levels for residentially zoned properties or residences existing on the Effective Date hereof will be the lowest 1-hour equivalent sound level ("LEQ") measured at the respective locations and will establish both day (*i.e.* 7:00 a.m. to 10:00 p.m. E.S.T.) and night (*i.e.* 10:00 p.m. to 7:00 a.m. E.S.T.) 1- hour LEQ sound limits. For park (PO) zoned areas, the sound level limits will be the lowest 1–hour LEQ for day (7:00 a.m. to 10:00 p.m. E.S.T.) only. Ambient sound levels shall be measured at the locations representative of the nearest receiving premises. The measurement locations will be set back from the local roadways per industry guidance. If significant insect or high frequency noise is measured during the ambient measurements, the A-weighted noise compensated (LANS) noise metric will be used in place of the LEQ for establishing the existing ambient. Each Owners shall design and construct the Campuses to minimize the noise impact on the users of the receiving properties and neighboring residential properties and parks. In doing so, the Owners shall initially utilize low noise, magnetic levitation-based chiller systems specifically designed for use in urban areas and shall enclose its emergency generators in sound attenuating enclosures. Testing and routine maintenance of emergency generators shall only occur during daytime hours and not on Sundays or federal holidays. Both ambient and transmitted noise levels shall be measured (both pre-construction and post-construction) at the receiving premises property line for residential zoned properties and at location deemed essential within PO zoned districts. Provided the post-construction are dominated by background sound sources (for example local traffic) at these locations, supplementary representative locations may be used to determine project-generated noise levels at the respective property lines and/or locations.

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3.1.2 Each Owner shall provide to the City for each Campus a noise mitigation plan satisfactory to the City to address noise concerns in the design, development, construction, and operation thereof. That plan shall include the noise studies performed by the applicable Owner for the Campus and shall authorize the City and the City's consultants to review and analyze the same. The noise mitigation plans provided by the Owners shall, at a minimum, include a detailed acoustic study showing the amount of noise to be produced by normal operations and strategies to minimize noise and achieve the threshold level described in Section 3.1.1 above.

3.1.3 The Noise Mitigation Plan(s) required hereunder must be prepared and certified by a professional acoustic engineer or acoustic engineer certified by the institute of noise control engineering and shall be approved by the City, which approval should not be unreasonably withheld, conditioned or delayed.

Section 3.2 Air Quality.

The Lancaster AI Hub shall comply with all federal and state laws with respect to air emissions. Upon request from the City, the Owners shall provide copies of any and all permits they have received and shall at all times comply with all permits received for air emissions emanating from the Campuses. Further, all backup generators used shall contain and/or utilize selective catalytic reduction systems or other systems approved by the City and the state to capture appropriate air emissions. Such systems will be equipped with pre-heat systems, ensuring that they are fully functional during routine testing and maintenance of the emergency generators. Upon request, the Owners shall provide to the City copies of their Spill Prevention, Control and Countermeasure and Spill Prevention Response plans approved by the Pennsylvania Department of Environmental Protection and any amendments thereto made during the term of this Agreement.

Section 3.3 Energy Usage.

3.3.1 Electricity used for all DC Buildings of the Lancaster AI Hub shall be entirely Derived from Clean Energy Sources.

3.3.2 If prior to the commencement of data center operations at a DC Building, the Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of electricity in compliance with Section 3.3.1 above for at least a term of ten (10) years, this Section 3.3 shall be deemed conclusively satisfied with respect to such DC Building for the Term and such DC Building's Owner shall have no further liability or obligations thereunder.

3.3.3 In the event that a DC Building's Owner fails to comply with Section 3.3.2 above, but if prior to the commencement of data center operations at the DC Building, such Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of at least eighty percent (80%) electricity Derived from Clean Energy sources for at least a term of ten (10) years, such Owner's liability with respect to such DC Building under this Section 3.3 (including any further liability or obligations under this Section 3.3 related to the DC Building during the Term) shall be limited to making a Required Clean Energy Payment -- Degree 1 from the Contingent Clean Energy Fund (as such terms are defined in Section 3.3.5

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below). The City shall deposit any payment received pursuant to this Section 3.3.3 into the Sustainable Development and Clean Energy Fund.

3.3.4 In the event that a DC Building's Owner fails to comply with either Sections 3.3.2 or 3.3.3 above, but if prior to the commencement of data center operations at the DC Building, such Owner produces evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of at least sixty percent (60%) electricity Derived from Clean Energy sources for at least a term of ten (10) years, such Owner's liability with respect to such DC Building under this Section 3.3 (including any further liability or obligations under this Section 3.3 related to the DC Building during the Term) shall be limited to making a Required Clean Energy Payment -- Degree 2 (as such term is defined in Section 3.3.5 below) from the Contingent Clean Energy Fund. The City shall deposit any payment received pursuant to this Section 3.3.4 into the Sustainable Development and Clean Energy Fund.

3.3.5 On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the first DC Building, the Owners shall deliver to the City (or cause to deliver) a Letter of Credit for $10,000,000 (the "Contingent Clean Energy Fund"). Upon each DC Building that commences operations in compliance with Section 3.3.2, the Contingent Clean Energy Fund (and associated Letter of Credit) shall be reduced by $2,500,000 (and the City shall in each instance sign a release therefor). For purposes of this Agreement: (i) a "Required Clean Energy Payment -- Degree 1" is (x) with respect to LPE, a payment to the Sustainable Development and Clean Energy Fund in the amount of $2,500,000, and (y) with respect to LPW, a payment to the Sustainable Development and Clean Energy Fund in the amount of $5,000,000 (which once made to the City shall reduce the Letter of Credit securing the Contingent Clean Energy Fund by the same amount); and (ii) a "Required Clean Energy Payment -- Degree 2" is (x) with respect to LPE, a payment to the Sustainable Development and Clean Energy Fund in the amount of $5,000,000, and (y) with respect to LPW, a payment to the Sustainable Development and Clean Energy Fund in the amount of $10,000,000 (which once made to the City shall reduce the Letter of Credit securing the Contingent Clean Energy Fund by the same amount). Notwithstanding the foregoing, in no event shall the Contingent Clean Energy Fund be less than $5,000,000 until all three (3) DC Buildings in the Lancaster AI Hub are in compliance with either Section 3.3.2, 3.3.3 or 3.3.4 above.

3.3.6 In the event that a DC Building's Owner fails to comply either Sections 3.3.2, 3.3.3 or 3.3.4 above, such DC Building Owner shall comply with Section 3.3.1 throughout the Term or be subject to the provisions set forth in Article 9 -- Enforcement of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, following receipt of a temporary certificate of occupancy from the City for a DC Building, but prior to the receipt of a permanent certificate of occupancy from the City the commencement of data center operations at that DC Building, the Owner shall either (i) comply with either Section 3.3.2, 3.3.3 or 3.3.4 above, or (ii) produce evidence in the form of an affidavit and/or a certification from the data center tenant(s) that a contract (or contracts) exist(s) for the provision of electricity in compliance with Section 3.3.1 above for at least the initial year of operation of the DC Building.

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Section 3.4 Water Usage.

The Owners covenant and agree that their use of municipal water shall not exceed twenty thousand (20,000) gallons per day at either of the Campuses.

Section 3.5 Wastewater Usage.

The Owners shall design and construct the Campuses to limit wastewater to the capacity permitted under the capacity determination letter for each Property issued by the relevant sewer authority.

ARTICLE 4 -- SITE DESIGN AND CONSTRUCTION COMMITMENTS

Section 4.1 Landscaping and Tree Canopy.

4.1.1 Landscaping and trees shall be provided on each Campus by the Owners to enhance and be consistent with the Campuses and their natural and built surroundings and shall further serve to provide buffering and screening as set forth further in this Agreement.

4.1.2 For each Campus, the Owners shall provide to City a holistic landscape plan (the "Landscape Plan") prepared by a professional landscape architect, satisfactory to the City, for the entire Campus along with the landscaping, tree planting and other natural buffers that will be utilized to create a minimum one hundred (100) foot wide buffer yard along the entire length of any abutting public street frontage and along any property lines which abuts property used for residential or community park purposes or is zoned residential or for park purposes (as of the Effective Date) and to cover a minimum fifty (50) foot wide buffer yard along any property line adjacent to any other use. The plan required by this Section 4.1 must account for any essential public utilities.

4.1.3 No utilities other than essential utilities should cross the buffer and if they do cross any buffers they shall be by a minimum traversal distance and then only if every precaution is used to replace any lost visual screen with a screened wall or comparable feature. The landscaping and buffer area shall be composed of a combination of landscaping and screen techniques using vegetation where possible.

4.1.4 If earthen berms are utilized and are planted onto exterior slopes, they shall be of a grade no steeper than 3:1. The landscape plan by this Section 4.1 shall ensure adequate irrigation and soil for the health of the trees, shrubs and other groundcovers and shall include a maintenance plan adequate to maintain the health and appearance of all landscaping elements.

Section 4.2 Buffering and Screening.

4.2.1 Buffering and screening shall be provided to reduce the noise output of any facilities and equipment necessary for cooling, ventilating or operating the facilities, including, but not limited to power generators, accessory electrical substations, or other power supply equipment.

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4.2.2 Any ground-mounted facilities and equipment shall be fully enclosed if technically and reasonably feasible.

4.2.3 If a full enclosure is deemed technically or reasonably infeasible by the City, the equipment must be screened by a visually solid barrier such as a wall, fence, building and/or natural materials that absorb noise and protect neighboring properties from noise pollution. Equipment on the rooftop of facilities shall be screened by a parapet wall, equipment penthouse or visually solid screen on all four sides.

4.2.4 Rooftop equipment that is visible above the parapet wall shall be set back from the exterior or parapet wall a distance of no less than the height of such equipment.

Section 4.3 Lighting.

4.3.1 The Owners shall design, construct and operate the Lancaster AI Hub with lighting designed in accordance with the five core principles of the International Sky Association; namely: (i) all light should have a clear purpose with consideration for how the use of light will impact the area, including wildlife and their habitats; (ii) light should be directed so it falls only where it is needed using shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed; (iii) light should be no brighter than necessary using the lowest light level required and being mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended; (iv) use light only when it is needed with controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed; and (v) use warmer-color lights where possible limiting the amount of shorter wavelength (blue-violet) light to the least amount needed.

4.3.2 The Owners shall provide to the City a Lighting Plan, including security lighting needs; exterior equipment; lighting areas needed in proposed lighting; lighting design to provide safe working conditions; explanation of how all exterior lighting shall avoid or minimize off-site lighting effects; using task lighting only as needed; designing and using task lighting that is capable of being activated or shut off by auto-shutoff; requiring full cutoff fixtures, with no drop down optical elements for exterior security or lighting. The Owners shall update the Lighting Plan on a yearly basis for the first five (5) years of operation for each Campus to ensure that neighboring property owners are not unduly burdened by light from a Campus. The Lighting Plan updates should attempt to include interviews or surveys with adjoining owners of Residential or PO zoned properties located within 500 ft of each Campus as of the Effective Date.

Section 4.4 Thermal Heat Mitigation.

The Owners shall submit to the City a Thermal Heat Mitigation Plan which shall include, at a minimum, analysis of (and where feasible) strategies for using waste heat for productive purposes within the each DC Building or elsewhere on Campus or within the community; as well as strategies such as heat dissipation, vegetative or green roof, and/or site design to offset urban heat island effects. The plan must be prepared and certified by a professional engineer and approved by the City, which approval shall not be unreasonably withheld.

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Section 4.5 Cooling Systems, Chillers and Generators.

4.5.1 The Owners shall utilize low noise or magnetic levitation/based chiller systems specially designed for use in urban areas for building, heating and cooling. Those chillers will be part of a closed-loop cooling system which will be used to the maximum extent possible and operated with minimal use of municipal water and no added chemicals.

4.5.2 Emergency generators will be enclosed in sound attenuating enclosures and will only run at short intervals for monthly testing and maintenance, with testing to occur during daylight hours only.

Section 4.6 Stormwater, Climate Resiliency, Healthy Buildings, and Restoration following Construction.

4.6.1 The Owners will reasonably maximize rainwater and gray water capture for use in its landscape irrigation.

4.6.2 The Owners shall also integrate native plants, as shown in its Landscape Plan, into its stormwater management and streetscape improvements and will assure that adequate storm drainage is provided to prevent runoff from the properties to surrounding streets.

4.6.3 Following construction, the Owners and their employees and contractors shall restore all areas, pavements, curbs, driveways, sidewalks, draining and erosion control structures and measures, vegetation, landscaping and other disturbed features.

4.6.4 Where feasible, the Owners will design, construct and operate the Lancaster AI Hub in such a manner as to maximize climate resiliency and healthy building features.

Section 4.7 Fencing.

Fences shall be constructed of good quality and visually appealing materials such as ornamental steel (for publicly facing areas) or other durable security grade materials, including non-climbable security fences. Except as required by Law, features such as barbed wire and razor wire will not be utilized and are prohibited. All fencing shall be in compliance with Law.

ARTICLE 5 -- OPERATIONAL COMMITMENTS

Section 5.1 Emergency Management.

5.1.1 The Owners shall submit an Emergency Management Plan for each of the Campuses reasonably satisfactory to the City. The Emergency Management Plan should include a first responder stakeholder report to identify all potential first responders that would report to either of the facilities in case of an emergency, along with a jurisdictional analysis, including but not limited to emergency management services, fire, and police within the City and surrounding jurisdictions that could be required to respond.

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5.1.2 The Owners will provide training on an ongoing basis to all identified applicable first responders on facility-specific emergency response protocols, needs and processes, with such training provided at no cost to the City or those first responders. Further, in the event of an emergency which requires the Owners to notify the Pennsylvania Department of Environmental Protection, the Pennsylvania Department of Health, any state agency or any federal or local emergency service or agency, the Owners will immediately thereafter notify the City's Emergency Management Coordinator of the circumstances and events requiring initial reporting to the previously referenced entities.

5.1.3 Should the City be required to provide emergency response services to either of the Campuses, in the instance that any such emergency response costs the City in excess of Twenty-Five Thousand Dollars ($25,000.00), the Owner or Owners of the particular DC Building or Buildings at which the emergency response was conducted shall pay within thirty (30) days of receipt of an invoice from the City, all costs incurred by the City for such emergency response in excess of said Twenty-Five Thousand Dollars ($25,000.00).

Section 5.2 Noise Testing.

5.2.1 In response to a complaint received by the City, which the City determines to be reasonable, the applicable Owner shall verify whether its Campus is still in compliance with Section 3.1 of this Agreement; provided, however, that the City may only make one such request every two (2) years.

5.2.2 At the completion of the DC Buildings on each Campus, the applicable Owner(s) shall perform noise testing to verify compliance with Section 3.1 of this Agreement.

Section 5.3 E-Waste; and Decommissioning.

The Owners shall submit to the City an E-Waste Management Plan reasonably satisfactory to the City detailing how all E-Waste will be handled throughout the course of the term of this Agreement, including, without limitation, provisions for disposing of computer hardware, energy transmitting equipment, energy generating equipment, chillers, any other portion of the cooling system and the backup generators. In the event that a DC Building is decommissioned, all tenant installed data center equipment shall be promptly removed from the Property (unless otherwise repurposed in the Project) and such DC Building shall be put out of service in full compliance with Law.

ARTICLE 6 -- COMMUNITY ENGAGEMENT COMMITMENTS

Section 6.1 Website, Access to Info, Community Portal and Complaint Process.

During the Term, the Owners shall maintain a publicly accessible website(s) upon which the Owners shall post relevant information regarding the general design, construction, operation, maintenance and use of the Lancaster AI Hub, i.e. non-proprietary (and publicly accessible) information such as construction timelines, dates of any public meetings with City approval agencies, and the issuance of City permits. Where appropriate, the website(s) shall provide a portal for residents and property owners to pose questions or concerns. The Owners shall

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throughout the Term keep the website(s) timely updated and utilize it as a meaningful means of communication with City residents, business owners and property owners. In consultation with the City, the Owners shall establish reasonable policies and procedures for investigating and responding to complaints regarding the use of the Lancaster AI Hub.

Section 6.2 Hiring Policies.

6.2.1 The Owners expect the Project to generate new local jobs and economic opportunities for the benefit of the City and the community. This will require the training, referral and hiring of local residents, minorities and women in the participation of local businesses in the Project.

6.2.2 The Owners are committed to robust representation of the same both in the construction and operation of the Lancaster AI Hub and will, therefore, use good faith efforts to hire local residents for both construction and permanent positions at the Lancaster AI Hub.

6.2.3 In consultation with the City, the Owners will create a Local Hiring Plan outlining policies and procedures it will follow with identified percentage goals for local resident hiring (both in construction and permanent workforce).

6.2.4 The Owners' Local Hiring Plan should also outline how it will achieve the foregoing local resident hiring goals and at a minimum, provide that the Owners will work with identified local entities with the goals of hiring local residents which plan shall, at a minimum, provide that the Owners will work with identified local entities to host job fairs, to make efforts to hire workers through local referral and to provide appropriate advanced notice to local residents who might be eligible for jobs to come open at the Lancaster AI Hub.

Section 6.3 Avoiding Worker Misclassification.

The Fair Labor Standards Act (FLSA) provides minimum wage and overtime pay protections to nearly all workers in the United States. Some employers incorrectly treat workers who are employees under this federal law as independent contractors. The Internal Revenue Service uses three criteria to determine if employees are being misclassified: behavior control; financial control; and relationship of the parties. Employers must pay Social Security, medical and unemployment taxes and withhold their employee's income tax, Social Security and Medicare taxes. Independent contractors are responsible for their own taxes. The Owners agree that they shall avoid misclassifying employees as independent contractors and shall at all times comply with the FSLA.

ARTICLE 7 -- REPORTING REQUIREMENTS

Section 7.1 Annual Reporting.

The Owners shall compile and present to City Council at its first regularly scheduled meeting in the month of April each year, a report that will include:

(i) Details regarding each of DC Building's percentage usage of Clean Energy for the preceding year and a summary of where that electric usage was acquired (*i.e.* either through power purchase agreements or the retirement of renewable energy credits/certificates); and

(ii) If an Owner does not comply with either Section 3.3.2, 3.3.3 or 3.3.4 above, evidence of compliance with Section 3.3.1 for the preceding calendar year.

ARTICLE 8 -- FINANCIAL CONTRIBUTIONS TO THE LANCASTER COUNTY COMMUNITY FOUNDATION AND THE CITY'S SUSTAINABLE DEVELOPMENT AND CLEAN ENERGY FUND

Section 8.1 Financial Contributions to the Lancaster County Community Foundation.

8.1.1 LPE Unit 1.

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.1.2 LPE Unit 2

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Lancaster County Community Foundation to be used and administered in accordance with Section 8.1.3 below (which once made to the Lancaster County Community Foundation shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

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8.1.3 Use and Administration of Contributions to the Lancaster County Community Foundation.

(a) A committee consisting of the City's Director of the Department of Community Planning and Economic Development, a representative of the LPE 1 Owner, a representative of Greenfield Owner, a board member or officer of the Lancaster County Economic Development Company, a board member or representative of the Lancaster Community Foundation, and a member appointed by the Mayor of the City with City Council's consent shall by majority, collectively determine how contribution made under this Section 8.1 shall be utilized, in a manner to be consistent with the purposes set forth in Section 1.1 of this Agreement, Law, and so as to provide both direct benefit to City residents, businesses, property owners, institutions and not-for-profit entities; it being understood and agreed that programming can be funded that provides such support while also providing support in the neighboring communities. The City represents that the Lancaster County Community Foundation has agreed to disburse the funds as set forth above.

(b) Notwithstanding anything to the contrary contained in this Agreement, within thirty (30) days after the Effective Date, (i) the Owners shall provide (or cause to be provided) a contribution in the amount of $250,000 to the Lancaster County Community Foundation to be used solely to carry out a planning process and/or complete a strategic plan (with the Owners' participation) to guide the deployment of funds contributed under this Section 8.1; and (ii) such $250,000 contribution under clause (i) shall be credited against any amount required by 8.1.1 above.

(c) LPE Unit 1 Owner and Greenfield Owner shall each have a right to audit the distribution, usage and effectiveness of contributions made under this Section 8.1 on an annual basis. At the end of each calendar year, the Lancaster County Community Foundation shall provide LPE Unit 1 Owner and Greenfield Owner with a written report detailing the same.

Section 8.2 Financial Contributions to the City's Sustainable Development and Clean Energy Fund.

8.2.1 LPE Unit 1

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 1, LPE 1 Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

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8.2.2 LPE Unit 2

(a) On or before the Construction Financing Date (or in the event that an Owner does not procure debt financing, the DC Building Construction Commencement Date) for the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

(b) Within thirty (30) calendar days of the commencement of data center operations at the DC Building on LPE Unit 2, Greenfield Owner shall provide (or cause to be provided) a contribution of $2,500,000.00 to the Sustainable Development and Clean Energy Fund to be used and administered in accordance with Section 8.2.3 below (which once made to the Sustainable Development and Clean Energy Fund shall reduce the Letter of Credit provided pursuant to Section 8.3 below by the same amount).

8.2.3 Use and Administration of Contributions to the Sustainable Development and Clean Energy Fund

(a) In consultation with LPE Unit 1 Owner and Greenfield Owner, the City shall utilize contributions made under this Section 8.2 in a manner consistent with the purposes set forth in Section 1.1 of this Agreement, Law, and so as to provide both direct benefit to City residents, businesses, property owners, institutions and not-for-profit entities.

(b) LPE Unit 1 Owner and Greenfield Owner shall each have a right to audit the distribution, usage and effectiveness of contributions made under this Section 8.2 on an annual basis. At the end of each calendar year, the City shall provide LPE Unit 1 Owner and Greenfield Owner with a written report detailing the same.

Section 8.3 On or before the Construction Financing Date for the first DC Building of the Project, the Owners shall deliver (or cause to be delivered) to the City either: (i) a Letter of Credit for $20,000,000 securing their obligations under this Article 8; or (ii) if acceptable to the City (in its sole and complete discretion), a corporate guarantee from an entity with a net worth of $100 million or more guarantying the Owners' obligations under this Article 8.

ARTICLE 9 -- ENFORCEMENT

Section 9.1 Duty to negotiate.

The Parties recognize that the commitments and obligations to each other set forth in this Agreement require the ongoing cooperation of the Parties. The Parties therefore, commit to use good faith efforts to resolve any dispute arising hereunder. This Agreement imposes on both Parties a duty to negotiate in good faith all matters relating hereto. Unless otherwise expressly provided in this Agreement, whenever a Party's consent or approval is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 9.2 Enforcement of Financial Contributions.

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9.2.1 Should an Owner fail to pay (or cause to be paid) any amount of the financial contributions provided in Section 3.3 or Article 8 above, the City shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination (after the exhaustion of any appeals) that the Owner's failure to pay was in violation of this Agreement, such Owner shall promptly pay the unpaid amounts and any and all other costs and interest assessed by the court. Unless the court otherwise determines, such payment shall include interest from the date the unpaid amount should have been paid as determined by the court through the date of payment at the higher of the interest rate imposed by the court or the average prime rate published in the Wall Street Journal during the period of non-payment.

9.2.2 The provisions of Section 9.2.1 above to the contrary notwithstanding, if a Letter of Credit (or some other form of financial security accepted by the City in its sole and complete discretion) is provided to the City in accordance with this Agreement to secure Owner financial obligations under Section 3.3 or Article 8 hereof, the City's sole remedy shall be to draw down on the Letter of Credit (or such other City approved form of financial security) in the amount of the outstanding obligation.

Section 9.3 Notice of Default and Opportunity to Cure.

9.3.1 If a Party believes an Event of Default has occurred, it must promptly notify the alleged defaulting Party in writing.

9.3.2 Upon receipt of notice from the City that an Owner failed to pay any contribution required by Section 3.3 or Article 8 above as when due, such Owner shall have ten (10) business days to cure the failure described in the notice.

9.3.3 For any other notice claiming an Event of Default, the alleged defaulting Party shall have thirty (30) days to cure the failure described in the notice; provided, however, that if the alleged non-performance is not capable of cure within thirty (30) days, the alleged defaulting Party shall have an additional thirty (30) days to cure provided good faith efforts to cure have begun within the initial thirty (30) day period.

Section 9.4 Injunctive Relief.

9.4.1 If the alleged defaulting Party fails to cure within the time specified in Section 9.3 above, then :

(a) The non-Defaulting Party may exercise any and all remedies available to it, in law, in equity, or otherwise; and

(b) The Parties acknowledge and agree that, in the event of an uncured Event of Default, the remedies available at law would be inadequate and the non-breaching Party shall therefore be entitled to equitable (including injunctive) relief enforcing the terms of this Agreement; and

(c) The Parties agree that money damages shall not be an adequate remedy for breach (or threatened breach) of this Agreement and agree that this Agreement may be enforced by an application for a preliminary or permanent injunction, by a

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decree of specific performance, or such other order or decree of a court of competent jurisdiction.

9.4.2 The agreed remedy set forth herein shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition hereof.

Section 9.5 Limitation of Liability.

9.5.1 In no event shall an Owner, its officers, members, employees, agents or contractors, be liable for any indirect, incidental, special, punitive, exemplary, consequential or similar damage, even if advised of the possibility of such damage or claim, based on a third party claim from the non-application or misapplication by the City or any other party of all or any portion of the financial contributions provided pursuant hereto.

9.5.2 Provided that an Owner complies with terms and conditions of this Section 9.5.2, in no event shall an Owner, its officers, members, employees, agents or contractors have any personal financial liability due to any breach of this Agreement and instead such personal financial liability shall be limited to an Owner's ownership interest in a Property. Prior to conveying a Property to a third party, an Owner shall assign its obligations under this Agreement to such third party and obtain an assumption of the same as of the date of any such conveyance.

ARTICLE 10 -- TERM; EFFECTIVENESS

Section 10.1 Term. The Term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the twentieth (20^{th}) anniversary thereof, unless terminated in writing by an Owner for failure to obtain all final and unappealable (without any appeals being filed) governmental or quasi-governmental approvals, permits, consents and licenses from all applicable federal, state, or local authorities to operate the contemplated Project on its Property. Notwithstanding the foregoing, if data center operations cease at Campuses, the Parties shall in good faith negotiate an early termination of this Agreement.

Section 10.2 Effectiveness.

10.2.1 The provisions of this Agreement to contrary notwithstanding, an Owner shall have no obligations under this Agreement whatsoever with respect to a particular Campus or Property (or a financial contribution under Section 3.3 or Article 8 above) unless and until such Owner: (i) obtains all final and unappealable (without any appeals then existing) governmental or quasi-governmental approvals, permit, consents and licenses from all applicable federal, state or local authorities to operate the contemplated Project on its Property; and (ii) such Owner closes on a construction loan for the first DC Building on its Property, and thereafter commences construction of the same.

10.2.2 The provisions of Section 10.2.1 above to the contrary notwithstanding, the provisions of Section 8.1.3(b) above shall be effective automatically as of the Effective Date.

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ARTICLE 11 -- PLAN SUBMISSION TIMELINES

Section 11.1 Initial submissions.

11.1.1 LPE. Within sixty (60) days of the Effective Date of this Agreement, LPE 1 Owner and Greenfield Owner shall submit to the City the following plans described and required herein with respect to LPE:

(a) Noise Mitigation Plan;

(b) Thermal Heat Mitigation Plan;

(c) Emergency Management Plan;

(d) E-Waste Management Plan; and

(e) Local Hiring Plan

11.1.2 LPW. Within sixty (60) days of signing a lease for a credit data center tenant for LPW, the Harrisburg Owner shall submit to the City the plans identified in Section 11.1.1 with respect to LPW:

Section 11.2 Plans and reports to be submitted during the term of the Agreement.

The Developer shall submit the Landscape Plan and Lighting Plan for each of the Properties withing sixty (60) days of the date it submits a Land Development Plan for LPW. If the Land Development Plans have already been submitted as of the Effective Date of this Agreement, such Reports shall be submitted within thirty (30) days of the Effective Date.

ARTICLE 12 – THE PROJECTS' EXISTING AND PENDING LAND USE APPROVALS

Section 12.1 On or about February 18, 2025, the Zoning Officer of the City of Lancaster issued two separate advisory opinions to the Owners and one of their members that the development of the Lancaster AI Hub (*i.e.* THE DC Buildings) was a permitted use under and pursuant to the City's existing Zoning Ordinance. The Owners have since proceeded to both acquire and begin development of the Properties (including the first demolition permit therefor on June 11, 2025) in reasonable reliance upon the such advisory opinions. As such, the Parties acknowledge and agree that the negotiation, drafting and execution of this Agreement is not conditioned upon or related to the prior issuance of such opinions and/or existing City permits/approvals, or any future City permits/approvals.

Section 12.2 The Parties further acknowledge that the staff of the City of Lancaster, at the direction of City Council of the City of Lancaster, is preparing and plans to adopt amendments to its Zoning Ordinance to incorporate specific zoning requirements for future properties to be utilized as data centers. The City, by executing this Agreement and by doing so prior to the date that it has scheduled or will schedule public hearings on the proposed legislation, acknowledges and agrees that the design, construction and operation of the Lancaster

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AI Hub shall not be affected or impacted by such legislation; provided, however, that with respect to Lancaster AI Hub West, the exclusion of applicability of the pending legislation shall only apply in the instance that land development plans are submitted within two (2) years the Effective Date of this Agreement.

Section 12.3 The Owners further agree that any development of Lancaster AI Hub West will be subject to the provisions of the Subdivision and Land Development Ordinance of the City of Lancaster and that no building permits for the vertical construction of the DC Building thereon will be issued absent an approved land development plan unless that requirement is waived by the City's Planning Commission.

ARTICLE 13 -- MISCELLANEOUS

Section 13.1 Contact Person.

Each of the Parties shall designate a contact person for all matters under this Agreement, including without limitation application of the financial contributions and all requests for advice and guidance.

Section 13.2 No Partnership.

The City and the Owners shall not in any way, for any purpose, be deemed to be partners under Pennsylvania or any other applicable law.

Section 13.3 No Third Party Beneficiaries.

This Agreement is made by and for the benefit of the Parties hereto and shall not be deemed for the benefit or enforcement by any third party.

Section 13.4 Compliance with Law.

As set forth above, this Agreement may only be enforced to the extent that it is consistent with the laws of the United States of America, Commonwealth of Pennsylvania and City of Lancaster. If any provision of this Agreement is held by a court of law to be in conflict with state or federal law or determined by governmental authority having jurisdiction to be a conflict, the applicable law shall prevail over the terms of this Agreement and the conflicting provisions of this Agreement shall not be enforceable.

Section 13.5 Venue and Jurisdiction

The Parties consent to the exclusive venue and jurisdiction of any litigated matters arising here from in the Court of Common Pleas of Lancaster County and the United States District Court for the Eastern District of Pennsylvania.

Section 13.6 Force Majeure.

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In any case where either Party hereto is required to do any act, delays caused by or resulting from: an act of nature; war; civil commotion; fire or other casualty; labor difficulties; general shortages of labor; materials or equipment; enemy or hostile government actions; a taking of a whole or any part of the Properties; denial to an Owner by any party of the right of access to any adjoining real property, which right is vested in such Owner by contract or pursuant to applicable law, if such access if required to accomplish the obligations of an Owner pursuant to this Agreement; inability of a public utility to provide power, heat or light or any other utility service; force majeure beyond such Parties reasonable control collectively, ("force majeure"), shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or a reasonable time.

Section 13.7 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall continue in full force and effect; provided, however, that the material and mutual purposes of this Agreement may still be fulfilled.

Section 13.8 Binding on Successors.

This Agreement shall be binding upon and inure to the benefit of the successors in interests, transferees, and assigns of each of the Parties.

Section 13.9 Correspondence.

All notices or other communications given pursuant to this Agreement shall be in writing and shall be sent by: (a) United States registered or certified mail, postage prepaid, return receipt requested, or (b) nationally recognized overnight carrier guaranteeing overnight delivery, addressed as follows: The addresses of the Parties are:

If to the City:

City of Lancaster
120 North Duke Street
Lancaster, Pennsylvania 17602
Attention: Mayor Danene Sorace

with a required copy to:

City of Lancaster
120 North Duke Street
Lancaster, Pennsylvania 17602
Attention: City Solicitor Barry Handwerger

If to LPE 1 Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201

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Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

If to Greenfield Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201
Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

If to Harrisburg Owner:

2010 Wilson Blvd.
Suite 525
Arlington, VA 22201
Attn: David Kelly
David.kelly@ctp-dc.com

with a required copy to:

Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19129
Attn: Matthew N. McClure, Esquire

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. All notices shall be deemed given upon receipt or refusal, as applicable.

Section 13.10 Estoppel.

The City, at any time and from time to time, within ten (10) business days after written request from an Owner, shall execute and deliver to such Owner, addressed to such Owner and any prospective or current lender or investor, an estoppel certificate confirming whether or not such Owner is in compliance with the terms and conditions of this Agreement with the understanding that such estoppel certificate may and can be relied upon by such Owner and any

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such lender or investor in the Project. Nothing in this Section 13.11 shall relieve an Owner from otherwise complying with Law.

Section 13.11 Waiver

The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

Section 13.12 Entire Agreement.

This Agreement contains the entire agreement between the Parties and supersedes any prior agreements whether written or oral.

Section 13.13 Amendments.

This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Parties.

Section 13.14 Authority of Signatories.

The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective Parties.

Section 13.15 Counterparts.

This Agreement or the signature pages hereof, may be executed in any number of original counterparts, all of which evidence only one Agreement and only one full and complete copy of which need be produced for any purpose. The facsimile of a signature will have the same legal effect as an originally drawn signature, the Parties hereby specifically authorize the use of electronic signatures to execute this Agreement.

Section 13.16 Joint Drafting.

This Agreement has been drafted jointly by the Parties and accordingly shall not be construed for or against any such Party solely on account of such drafting.

Section 13.17 Public Records.

This Agreement and any and all documents executed and/or delivered in conjunction herewith shall be deemed public records of the City of Lancaster and disclosable to the public in accordance with the Right-to-Know Law of the Commonwealth of Pennsylvania; provided, however, that any documents submitted by an Owners subject to exceptions of for disclosure by the Right-to-Know Law of the Commonwealth of Pennsylvania for confidential or proprietary information, security and/or other buildings and people and/or any other applicable exception may result in the City denying disclosure of the same.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of Effective Date.

THE CITY:

THE CITY OF LANCASTER,
a Third Class City of the
Commonwealth of Pennsylvania

By:
Name: Danene Sorace
Title: Mayor

THE OWNERS:

LPE 01 PROPCO LLC, a Delaware limited liability company

Signed by:
By: David Kelly
727CC9664965474...
Name: David Kelly
Title: Authorized Signatory

GREENFIELD ROAD OWNER, LLC, a Delaware limited liability company

Signed by:
By: David Kelly
727CC9664965474...
Name: David Kelly
Title: Authorized Signatory

HARRISBURG PLACE OWNER, LLC, a Delaware limited liability company

Signed by:
By: David Kelly
727CC9664965474...
Name: David Kelly
Title: Authorized Signatory

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EXHIBIT "A"

METES AND BOUNDS LEGAL DESCRIPTION OF LANCASTER AI HUB EAST

[see attached]

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EXHIBIT A

to Special Warranty Deed

Legal Description

LEGAL DESCRIPTION OF LANCASTER EAST

FIRST DESCRIBED:

ALL THAT CERTAIN lot or tract of land being situated on the Southwest side of PA Legislative Route 36185, being known as Greenfield Road, and the West side of PA Legislative Route 36183 Spur E, North side of Penn Central Railroad, New Holland Branch, and the Southeast side of PA Legislative Route 36185, being known as Pitney Road, partly in East Lampeter Township and partly in the City of Lancaster, Lancaster County, Pennsylvania, as shown on a survey prepared by Huth Engineers, Inc., dated August 7, 1974, Drawing No. AA-1934, said tract being more fully bounded and described as follows:

BEGINNING at a point in the right-of-way of PA Legislative Route 36183, being known as the Lancaster By-Pass, a corner of land now or formerly of Roy Weaver, Inc., said point being situated at or near the South edge of concrete of said PA Legislative Route 36183, said point being in the dividing line of the City of Lancaster and East Lampeter Township; thence extending along land now or formerly of Roy Weaver, Inc., and extending in and along PA Legislative Route 36183 Spur E, being known as Greenfield Road and extending along the boundary line of the City of Lancaster and East Lampeter Township, South 15 degrees 08 minutes 50 seconds East, a distance of 934.39 feet to a point, a corner of land now or formerly of Jupiter M & W Corp., thence leaving PA Legislative Route 36183 Spur E and extending along lands now or formerly of Jupiter M & W Corp., and extending along the boundary line between the City of Lancaster and East Lampeter Township, the following two (2) courses and distances: 1) South 83 degrees 42 minutes 10 seconds West, a distance of 412.62 feet to an iron pin; and 2) South 15 degrees 06 minutes 50 seconds East, a distance of 321.31 feet to a point in the North line of the Penn Central Railroad-New Holland Branch; thence extending along the same, and the boundary line between the City of Lancaster and East Lampeter Township, the following two (2) courses and distances: 1) South 83 degrees 43 minutes 10 seconds West, a distance of 1,553.0 feet to a point; and 2) in a line curving to the right, having a radius of 1,500.82 feet and an arc distance of 580.44 feet, the chord said arc being North 85 degrees 12 minutes 05 seconds West, a distance of 576.83 feet to a point in the boundary line between the City of Lancaster and East Lampeter Township; thence extending along the same, South 39 degrees 18 minutes 15 seconds West, a distance of 3.52 feet to a point in the right-of-way of lands now or formerly of Penn Central Railroad the following two (2) courses and distances: 1) North 72 degrees 55 minutes 20 seconds West, a distance of 214.68 feet to a point; and 2) North 67 degrees 41 minutes 55 seconds West, a distance of 198.57 feet to a point, a corner of lands now or formerly of James R. and Anna Landis; thence extending along the same, the following two (2) courses and distances: 1) North 39 degrees 40 minutes East, a distance of 618.29 feet to a point; and 2) North 49 degrees 25 minutes West, a distance of 500.88 feet to a point in PA Legislative Route 36185, being known as Pitney Road, North 40 degrees 35 minutes East, a distance of 582.54 feet to a point, a corner of land now or formerly of General Cigar Company, Inc. (the last five (5) courses and distances having been situated in East Lampeter Township);

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thence extending along lands now or formerly of General Cigar Company Inc., and extending along the boundary line between East Lampeter Township and the City of Lancaster, South 46 degrees 47 minutes 45 seconds East, a distance of 874.50 feet to a limestone; thence along lands now or formerly of General Cigar Company, Inc., North 39 degrees 06 minutes 10 seconds East, a distance of 1,475.76 feet to a point in PA Legislative Route 36185, known as a Greenfield Road, said last mentioned course having crossed the center line of PA Legislative Route 36183, being known as the Lancaster By-Pass, a distance of 133.16 feet Southwest of the terminus of the last mentioned course; thence extending in Pennsylvania Legislative Route 36183, respectively, South 49 degrees 01 minute 50 seconds East, a distance of 834.90 feet to the point and place of BEGINNING.

EXCEPTING AND RESERVING therefrom 1.019 acres of land, which Donnelley Printing Company, by Deed dated November 17, 1981, and recorded in the Recorder of Deeds Office aforesaid in Deed Book X-83, page 250, granted and conveyed unto Pennsylvania Power & Light Company.

SECOND DESCRIBED:

ALL THAT CERTAIN tract of land, together with the improvements thereon erected known as No. 143 Pitney Road, situate on the Southeast side of Pitney Road (LR 36185) in the Township of East Lampeter, County of Lancaster and Commonwealth of Pennsylvania, and being Lot No. 1, as shown on a Final Plan for James R. Landis, as recorded in Subdivision Plan Book J-75, Page 18, bounded and described as follows:

BEGINNING at a point in Pitney Road, a corner of Lot No. 2 on the aforesaid plan; thence extending along said lot No. 2, South 49 degrees 25 minutes East, a distance of 500.88 feet to a point; thence along the same, South 39 degrees 40 minutes West, a distance of 618.29 feet to a point in the right-of-way for Penn Central Railroad; thence in the same, North 67 degrees 41 minutes 55 seconds West, a distance of 537.93 feet to a point in Pitney Road; thence in said Pitney Road, North 40 degrees 35 minutes East, a distance of 786.96 feet to the place of BEGINNING.

EXCEPTING AND RESERVING therefrom all that certain lot or piece of ground that was condemned by Commonwealth of Pennsylvania Department of Transportation against R.R. Donnelley & Sons Company et al., filed May 10, 2000 at File No. CI-00-04809 and evidenced by Notice of Condemnation recorded in Record Book 6629, page 397.

Being the same premises which LSC Communications US, LLC, a Delaware limited liability company, by Deed dated 11/30/2020 and recorded 12/21/2020 in Lancaster County as Document No. 6568237 conveyed unto LSC Communications MCL LLC, a Delaware limited liability company, in fee.

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EXHIBIT "B"

METES AND BOUNDS LEGAL DESCRIPTION OF LANCASTER AI HUB WEST

[see attached]

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EXHIBIT B

to Special Warranty Deed

Legal Description

LEGAL DESCRIPTION OF LANCASTER WEST

Tract 1:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg Pike (S.R. 4020), in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers Consultants, Inc., dated October 1994 and revised September 30, 1995, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at the southwest corner of the tract, a point in or near the centerline of the Old Harrisburg Pike (S.R. 4020); thence in and along the same, North forty-three (43) degrees fifty-three (53) minutes forty-nine (49) seconds West, a distance of four hundred thirty-six and fifty-five hundredths (436.55) feet to a point; and North thirty-three (33) degrees forty-nine (49) minutes thirty (30) seconds West, a distance of four hundred eighty-six and twenty-nine hundredths (486.29) feet to a point, a common corner with Tract 3 and a point on the boundary line between the City of Lancaster and Manheim Township; thence leaving said road and along said line, North sixty-six (66) degrees forty-three (43) minutes East, a distance of one thousand eight hundred seventy-seven and twenty-three hundredths (1,877.23) feet to a point on a corner of lands now or formerly of Penn Central Railroad; thence along a common line with said lands, South thirty (30) degrees thirty-nine (39) minutes zero (00) seconds East, a distance of three hundred ten and zero hundredths (310.00) feet to a point; and South thirty-six (36) degrees six (06) minutes sixteen (16) seconds East, a distance of nine hundred seventy-one and ninety-one hundredths (971.91) feet to a point, a corner in common with Tract 2; thence along a common line with Tract 2, South ten (10) degrees forty-one (41) minutes zero (00) seconds East, a distance of one hundred ten and forty hundredths (110.40) feet to a point; and along a curve to the right with a radius of three hundred nine and thirty-three hundredths (309.33) feet, a central angle of ninety-five (95) degrees fifty-eight (58) minutes forty-two (42) seconds, an arc length of five hundred eighteen and seventeen hundredths (518.17) feet and a chord which bears South thirty-seven (37) degrees eighteen (18) minutes twenty-one (21) seconds West, for a distance of four hundred fifty-nine and sixty-eight hundredths (459.68) feet to a concrete monument found, a corner of lands now or formerly of Conrail; thence along a common line with "Conrail" and along a curve to the left with a radius of five thousand seven hundred ninety-two and zero hundredths (5,792.00) feet, a central angle of fifteen (15) degrees forty-nine (49) minutes fifty-eight (58) seconds, an arc length of one thousand six hundred and fifty-two hundredths (1,600.52) feet, and a chord which bears North eighty-seven (87) degrees eleven (11) minutes twenty-seven (27) seconds West, for a distance of one thousand five hundred ninety-five and forty-four hundredths (1,595.44) feet to a point on the east right-of-way line of Old Harrisburg Pike; thence along said line, South forty-four (44) degrees eight (08) minutes forty-three (43) seconds East, a distance of twelve and forty-two hundredths (12.42) feet to a point; thence leaving said line crossing onto Old Harrisburg Pike along a curve to the left with a radius of five thousand seven hundred eighty and zero hundredths (5,780.00) feet, a central angle of zero (00) degrees twenty-three (23) minutes eight (08) seconds, an arc length of thirty-eight and

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ninety hundredths (38.90) feet and a Chord which bears South eighty-four (84) degrees twenty-four (24) minutes zero (00) seconds West, a distance of thirty-eight and ninety hundredths (38.90) feet to the POINT OF BEGINNING; CONTAINING approximately 53.958 Acres, more or less.

EXCEPTING therefrom any portion of the same premises conveyed to the Commonwealth of Pennsylvania, Department of Transportation by deed dated May 8, 1989, and recorded in Record Book 2650, Page 646.

TRACT 2:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg pike (S.R. 4020), in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers & Consultants, Inc., dated October 1994 revised September 30, 1995, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at a concrete monument found at the southwest corner of the tract, a corner in common with Tract 1; thence along a common line with Lot 1 and along a curve to the left with a radius of three hundred nine and thirty-three hundredths (309.33) feet, a central angle of ninety-five (95) degrees fifty-eight (58) minutes forty-two (42) seconds, an arc length of five hundred eighteen and seventeen hundredths (518.17) feet and a chord which bears North thirty-seven (37) degrees eighteen (18) minutes twenty-one (21) seconds East, for a distance of four hundred fifty-nine and sixty-eight hundredths (459.68) feet to a point; and North ten (10) degrees forty-one (41) minutes zero (00) seconds West, a distance of one hundred ten and forty hundredths (110.40) feet to a point on a common line with lands now or formerly of Penn Central Railroad; thence along said lands the following three (3) courses and distances: (1) South thirty-six (36) degrees six (06) minutes sixteen (16) seconds East, a distance of two hundred thirty and zero hundredths (230.00) feet to a point; (2) South thirty-nine (39) degrees eleven (11) minutes twenty-six (26) seconds East, a distance of three hundred sixty-nine and zero hundredths (369.00) feet to a point; and (3) South fourteen (14) degrees fifty-five (55) minutes forty-three (43) seconds West, a distance of one hundred seventy-two and zero hundredths (172.00) feet to an iron pin found, a point on a line of lands now or formerly of Conrail; thence along said lands, North seventy-five (75) degrees fifteen (15) minutes forty-six (46) seconds West, a distance of four hundred and nineteen hundredths (400.19) feet to an iron pin found; and North seventy-two (72) degrees twenty-two (22) minutes forty-eight (48) seconds West, a distance of two hundred five and twelve hundredths (205.12) feet to the POINT OF BEGINNING;

CONTAINING approximately 3.414 Acres, more or less.

TRACT 3:

ALL THAT CERTAIN tract or parcel of land situate to the east of Old Harrisburg Pike (S.R. 4020), in the Township of Manheim, County of Lancaster, Commonwealth of Pennsylvania, as shown on a plan by Acer Engineers & Consultants, Inc., dated October 1994, Drawing No. AA-1834-1 and being more fully bounded and described as follows to wit:

BEGINNING at the southwest corner of the tract, a common corner with Tract 1 and a point on the boundary line between Manheim Township and the City of Lancaster, in or near the centerline

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of Old Harrisburg Pike (S.R. 4020); thence in and along said Pike and continuing along said boundary line, North thirty-three (33) degrees forty-four (44) minutes fifty (50) seconds West, a distance of two hundred forty-four and sixteen hundredths (244.16) feet to a point, a corner in common with land now or formerly of Long Park Commission; thence leaving said Pike and along said lands and continuing along said boundary line the following six (6) courses and distances: (1) North sixty-six (66) degrees thirty-eight (38) minutes zero (00) seconds East, a distance of eight hundred seventeen and twelve hundredths (817.12) feet to a point; (2) North nineteen (19) degrees forty (40) minutes zero (00) seconds West, a distance of one hundred eleven and twenty-five hundredths (111.25) feet to a point; (3) North sixty-nine (69) degrees thirty (30) minutes zero (00) seconds East, a distance of eight hundred thirty-five and seventeen hundredths (835.17) feet to a point; (4) North forty-one (41) degrees thirty (30) minutes fifty (50) seconds East, a distance of sixty-two and ninety-two hundredths (62.92) feet to a point; (5) South eighty-four (84) degrees twenty (20) minutes thirty (30) seconds East, a distance of sixty-five and twenty-five hundredths (65.25) feet to a point; and (6) North sixty-nine (69) degrees forty-four (44) minutes zero (00) seconds East, a distance of eighty-two and thirteen hundredths (82.13) feet to a concrete monument found, a point on line of lands now or formerly of Penn Central Railroad; thence along said lands and continuing along said boundary line, South thirty-six (36) degrees nine (09) minutes fifty (50) seconds East, a distance of three hundred ten and forty-six hundredths (310.46) feet to a concrete monument found; and South sixty-six (66) degrees forty-three (43) minutes zero (00) seconds West, a distance of nine and three hundredths (9.03) feet to a point, a corner in common with Tract 1; thence along Tract 1 and still continuing along said boundary line, South sixty-six (66) degrees forty-three (43) minutes zero (00) seconds West, a distance of one thousand eight hundred seventy-seven and twenty-three hundredths (1,877.23) feet to the POINT OF BEGINNING; CONTAINING approximately 12.511 Acres, more or less.

EXCEPTING therefrom any portion of the same premises conveyed to the Commonwealth of Pennsylvania, Department of Transportation by deed dated May 8, 1989, and recorded in Record Book 2650, Page 646.

FURTHER EXCEPTING thereout and therefrom that tract released in the Quitclaim Deed found in Record Book 7099, page 551; described as follows:

ALL THAT tract of land situated to the northerly side of Harrisburg Pike, SR 4020, in the Township of Manheim, County of Lancaster, and Commonwealth of Pennsylvania, being known as Parcel A shown on Final Plan prepared by J. Haines Shertzer Associates for R. R. Donnelley & Sons Company, dated January 7, 1999, last revised April 27, 1999, Drawing Number BE-886, recorded in the Office for Recording of Deeds, in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-208, Page 119, and being more fully bounded and described as follows:

BEGINNING at a point in the centerline of Harrisburg Pike, SR 4020, a corner of the City of Lancaster (Long Park); thence along the same, North 66 degrees 38 minutes East, a distance of 817.16 feet to a point, the True Place of Beginning, passing over a concrete monument found 50.48 feet from the point of commencement of this line and a concrete monument found 813.27 feet from the point of commencement of this line, being off line in a southeasterly direction of 0.14 feet; thence continuing along the land of the City of Lancaster the following five courses and distances, also being the Manheim Township and City of Lancaster Municipal line: (1) North 19 degrees 43 minutes 10 seconds West, a distance of 111.25 feet to a point, passing over a concrete monument

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found 4.12 feet from the point of commencement of this line and passing over a concrete monument found 107.13 feet from the point of commencement of this line; (2) North 69 degrees 31 minutes 55 seconds East, a distance of 835.37 feet to a point, passing by a concrete monument found 4.19 feet from the point of commencement of this line, being off line in a northwesterly direction of 0.22 feet and passing over a concrete monument found 829.32 feet from the point of commencement of this line; (3) North 41 degrees 34 minutes 55 seconds East, a distance of 62.90 feet to a metal fence post in concrete, passing by a concrete monument found 55.05 feet from the point of commencement of this line, being off line in a northwesterly direction of 0.26 feet; (4) South 84 degrees 14 minutes 45 seconds East, a distance of 65.12 feet to a metal fence post in concrete, passing by a concrete monument found 4.09 feet from the point of commencement of this line, being off line in a northerly direction of 0.30 feet; (5) North 69 degrees 42 minutes 35 seconds East, a distance of 82.09 feet to the base of a bent iron pipe found, a corner of land of Amtrak passing over a concrete monument found 15.00 feet from the point of commencement of this line; thence along the same the following two courses and distances and the aforesaid Municipal Boundary Line: (1) North 67 degrees 16 minutes 30 seconds East, a distance of 7.07 feet to a concrete monument found; (2) South 36 degrees 07 minutes 25 seconds East, a distance of 72.23 feet to a point, a corner of Lot 1 of this plan, said point being located North 36 degrees 07 minutes 25 seconds West, a distance of 237.81 feet from a concrete monument found; thence along Lot 1 the following nine courses and distances: (1) South 42 degrees 49 minutes 40 seconds West, a distance of 243.37 feet to a point; (2) South 66 degrees 44 minutes 30 seconds West, a distance of 84.83 feet to a point; (3) South 70 degrees 59 minutes 00 seconds West, a distance of 232.82 feet to a point; (4) North 77 degrees 59 minutes 30 seconds West, a distance of 37.85 feet to a point; (5) South 71 degrees 39 minutes 15 minutes West, a distance of 127.55 feet to a point; (6) South 68 degrees 25 minutes 40 seconds West, a distance of 119.78 feet to a point; (7) South 66 degrees 49 minutes 50 seconds West, a distance of 129.81 feet to a point; (8) South 66 degrees 34 minutes 35 seconds West, a distance of 113.09 feet to a point; (9) North 23 degrees 25 minutes 25 seconds West, a distance of 54.47 feet to a point, the True Place of BEGINNING; CONTAINING approximately 3.837 acres, more or less.

AND FURTHER EXCEPTING that tract of land conveyed to the Commonwealth of Pennsylvania Department of Transportation as a required right-of-way as found in Instrument #6371537.

Being the same premises which LSC Communications US, LLC, a Delaware limited liability company by Deed dated 11/30/2020 and recorded 12/21/2020 in Lancaster County as Instrument # 6568240conveyed unto LSC Communications MCL LLC, a Delaware limited liability company, in fee.