

MIDDLESEX TOWNSHIP MUNICIPAL AUTHORITY

350 NORTH MIDDLESEX RD., SUITE 2 CARLISLE, PENNSYLVANIA 17103
(717) 243-0674 FAX (717) 258-0793

Administration of the Water and Sewerage Systems

Rory L. Morrison, Authority Manager

TRANSMITTAL FORM

TO: Scott Sterling

COMPANY: Carlisle Development Partners LLC

FROM: Rory Morrison

DATE: 01/16/2026

REMARKS

Attached is the Water and Sewer Tapping Fee Payment Agreement that was approved at The Middlesex Township Authority meeting held on January 15, 2026.

Should you require further information, please feel free to contact me.

Sincerely,



Rory L. Morrison
Authority Manager

RLM/NLE

Enclosures

WATER AND SEWER TAPPING FEE PAYMENT AGREEMENT

This Water and Sewer Tapping Fee Payment Agreement (“Agreement”) is made and entered into this 15TH day of JANUARY, 2026 by and between:

CARLISLE DEVELOPMENT PARTNERS LLC, a foreign limited liability company, having a registered office of 1660 International Drive Suite 500, McLean, Virginia 22012, hereinafter “Carlisle Development”

AND

MIDDLESEX TOWNSHIP MUNICIPAL AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania having its principal office at 350 North Middlesex Road, Carlisle, Pennsylvania, 17013, party of the second part, hereinafter “Authority”

WITNESSETH:

WHEREAS, the Authority is the operator and manager of municipal sanitary sewerage and water facilities (the “Authority System”) within Middlesex Township, Cumberland County, Pennsylvania; and

WHEREAS, Carlisle Development is the owner of certain contiguous parcels or tracts of land identified as tax parcel numbers 21-06-0015-001, 21-06-0015-014, 21-06-0015-013 and 21-06-0015-015, commonly known respectively as 246 Country Club Road, 250 Country Club Road, 256 Country Club Road and 248 Country Club Road, Carlisle, Pennsylvania (collectively the “Property”); and

WHEREAS, Carlisle Development desires to develop the Property by establishing a data center complex; and

WHEREAS, Carlisle Development acquired the rights to the reserve sewer capacity in the Authority System that was previously acquired by Fortune Land Company, Inc. and The McNaughton Company at the time Carlisle Development acquired the Property, which reserve capacity has been credited to Carlisle Development for purposes of this Agreement (the "Reserve Capacity Credit") ; and

WHEREAS, Carlisle Development has requested that the Authority provide sewer capacity of 273,000 gallons per day (gpd) in the Authority System (the "Additional Sewer Capacity") and 400,000 gpd in water capacity in the Authority System (the "Water Capacity") for purposes of addressing the needs of Carlisle Development in developing the Property; and

WHEREAS, the Authority has the ability to provide water and sewer capacity requested by Carlisle Development, continue to serve its current water and sewer customers, and also to provide adequate water and sewer services for future commercial and residential development in Middlesex Township; and

WHEREAS, due to the uniqueness of the proposed development and use of the Property, the ability of the Authority to provide sewer and water service to the Property, and the ability of the Authority to continue to meet the needs of current and future water and sewer customers of the Authority after providing the capacity requested by Carlisle Development, the Authority is willing to enter into this Agreement and to allow payment by Carlisle Development of additional water and sewer tapping fees to the Authority in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the promises, terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. The foregoing background and paragraphs are incorporated herein and made a part of the parties' Agreement.

2. The parties acknowledge and agree that Carlisle Development shall pay sewer and water tapping fees to the Authority in the total amount of \$14,069,990.68 (the "Tapping Fee") in accordance with the terms of this Agreement, which Tapping Fee represents the sum of a sewer tapping fee of \$7,530,356.50 and a water tapping fee of \$6,539,634.18, with credit having been given to Carlisle Development for the Reserve Capacity Credit.

3. The Tapping Fee payable by Carlisle Development to the Authority shall be paid as follows:

- A. \$2,813,998.13 shall be paid by Carlisle Development to the Authority upon Carlisle Development's execution and delivery of this executed Agreement to the Authority, which execution and delivery shall be prior to the Authority's execution of this Agreement.
- B. The sum of \$2,813,998.13 shall be paid to the Authority each year in four (4) equal annual installments beginning January 30, 2027 and on the 30th day of January each year thereafter, until and including January 30, 2030.

If Carlisle Development fails to make any payment by the date due as specified in Paragraph 3.B above, the parties agree that Carlisle Development shall be responsible for paying interest on the entire outstanding unpaid balance of the Tapping Fee at a rate of six percent (6%) per annum and the full balance of the Tapping Fee shall be immediately due by Carlisle Development and paid to the Authority. Notwithstanding anything to the contrary in the Agreement, Carlisle Development shall be permitted to make payments in advance of the payment schedule set forth, including without limitation the payment at any time of the entire amount of the Tapping Fee that remain to be paid under this Agreement.

4. As security for Carlisle Development's payment of the Tapping Fee for the time period noted in Paragraph 3 above (such Tapping Fee that remain to be paid at any time or from time to time, the "Outstanding Tapping Fee"), Carlisle Development agrees that the Authority will file a municipal claim on each of the separate parcels comprising the Property in a maximum

total amount, each municipal claim being in the amount of Outstanding Tapping Fee which municipal claims shall be satisfied by the Authority within thirty (30) days after (i) payment in full of all amounts due by Carlisle Development to the Authority under this Agreement or (ii) delivery of the Bond (as defined below). For the sake of clarity, although the municipal claim and lien encumbers each parcel for the total amount of the Outstanding Tapping Fee, the total amount of the municipal claim and lien as applied across all parcels shall be limited to a total amount equal to the Outstanding Tapping Fee. A copy of a sample of the municipal claim to be filed with respect to each parcel is attached hereto and incorporated by reference herein as "Exhibit A". Carlisle Development hereby acknowledges that it finds the form of the proposed municipal claim to be filed with respect to each parcel acceptable. Within thirty (30) days after each payment of the Tapping Fee that is made pursuant to this Agreement, the amount of the municipal claim and lien shall be reduced by the amount of each such payment, with the amount of the municipal claim and lien being reestablished at an amount equal to the Outstanding Tapping Fee. At any time after the date of this Agreement, Developer may provide to the Authority a bond to guarantee payment of the Outstanding Tapping Fee (the "Bond"). Such Bond shall be in the amount of the Outstanding Tapping Fee. The form of the Bond shall be subject to approval of the Authority. The Bond shall remain in full force and effect until the entire amount of the Tapping Fee required to be paid under this Agreement have been paid in full. Upon each payment made by Carlisle Development towards the Tapping Fee, the amount of the Bond shall be reduced by the amount of each such payment, but in no case shall the amount of the Bond be less than the amount of the Outstanding Tapping Fee.

5. In the event Carlisle Development shall be in breach of any term or obligation of this

Agreement, Carlisle Development agrees to pay and be responsible for any and all legal fees, costs and expenses incurred by the Authority as a result of such breach, including such fees, costs and expenses incurred in enforcing any term or provisions of this Agreement.

6. The Reserve Capacity Credit, Additional Sewer Capacity and Water Capacity are hereby reserved for and allocated to use at the Property. Such reservation is subject to Carlisle Development's making the payments of the Tapping Fee as required under this Agreement.

7. In the event any dispute arises regarding the interpretation or enforcement of this Agreement, the parties hereby consent to the jurisdiction of the Court of Common Pleas of Cumberland County, Pennsylvania as the sole forum for the resolution of any and all disputes. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without reference to any conflict of law principles.

8. Should any party violate or fail to perform any of the terms or conditions of this Agreement, and fail to cure such violation or failure to perform within twenty (20) days of written notice (a "Default Notice") specifying the nature of the violation or failure (or (i) if such violation or failure to perform is not capable of being cured within such twenty (20) days, fail to commence such cure within the twenty (20) day period and diligently pursue completion of such cure, any other party may bring an action to enforce the terms of this Agreement, as well as an action for specific performance or action at law. No failure or delay on the part of either party in exercising any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, remedy, power or privilege. The rights and remedies expressly specified in this Agreement are cumulative and are not exclusive of any rights or remedies which either party would otherwise have.

9. This Agreement constitutes the entire understanding of the parties hereto as to the

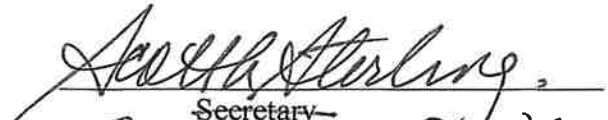
subject matters herein and supersedes any and all written or oral agreements, representations, or understandings. No modifications, amendments, or alterations shall be effective unless evidenced by a document in writing signed by both parties.

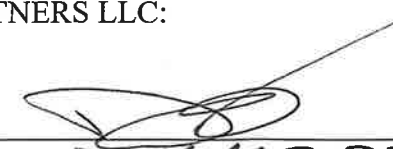
10. This Agreement shall be legally binding upon and insure to the benefit of the parties hereto and their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be executed
the day and year first above written.

WITNESS/ATTEST:

CARLISLE DEVELOPMENT
PARTNERS LLC:


Secretary
SCOTT A. STERLING

By: 

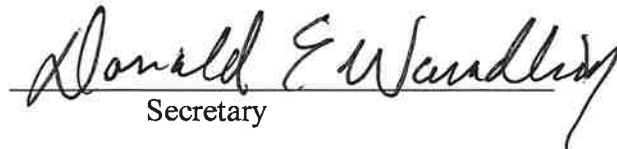
Name: DOUGLAS FLEET

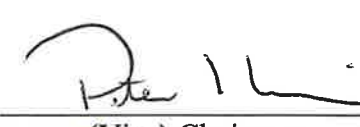
Title: AUTHORIZED SIGNATORY

<SEE ACKNOWLEDGEMENT>

ATTEST:

MIDDLESEX TOWNSHIP MUNICIPAL
AUTHORITY:


Secretary

By: 

~~(Vice)~~ Chairman

(Authority Seal)

ACKNOWLEDGEMENT

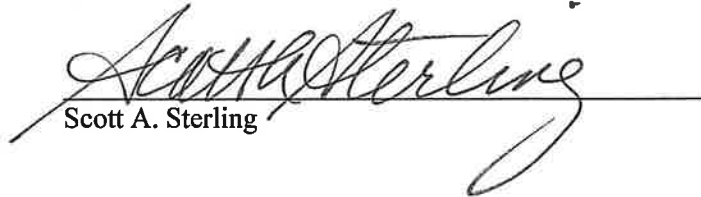
COMMONWEALTH OF VIRGINIA

SS:

COUNTY OF FAIRFAX

On this, the 23rd day of December, 2025, before me, a Notary Public, the undersigned, did personally appear Douglas Fleit known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Authorized Signatory of Carlisle Development Partners LLC for the purpose therein contained.

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


Scott A. Sterling

Notarial Seal



My Commission Expires: July 31, 2026
Registration No: 7805510

Exhibit A

MIDDLESEX TOWNSHIP	:	IN THE COURT OF COMMON PLEAS OF
MUNICIPAL AUTHORITY,	:	CUMBERLAND COUNTY, PENNSYLVANIA
Claimant	:	
	:	NO. 2025- MLD
v.	:	
	:	
CARLISLE DEVELOPMENT	:	MUNICIPAL LIEN DOCKET
PARTNERS LLC,	:	
OWNER	:	

MUNICIPAL CLAIM

MIDDLESEX TOWNSHIP MUNICIPAL AUTHORITY ("Claimant") files this Municipal Claim against Carlisle Development Partners LLC ("Owner"), having a last known address of 1660 International Drive, Suite 500, McLean, Virginia 22012, and all that certain tract of land including improvements thereon, owned by Owners and described as follows:

246 Country Club Road
Carlisle, PA 17013
Tax Property Map: 21-06-0015
Parcel No.: 001

for unpaid sewer and water tapping fees effective , 2025. Said tapping fees were established and agreed to by the Owner as a result of a Water And Sewer Tapping

Fee Payment Agreement (the "Agreement") entered into with Claimant having the effective date as noted above.

Attached hereto is a statement of the balance due by Owner, said statement being a true and correct copy of the Owners' account with the Claimant, which sum of \$11,255,992.50 was duly assessed against the above Owners and premises on the effective date of the Agreement noted above, and for which sum, a lien is claimed against the above premises in accordance with the Agreement, the Municipality Authorities Act of June 19, 2001, P.L. 287, 53 P.S. §§ 5601, et seq., as supplemented and amended and the Municipal Claims and Tax Lien Act, May 16, 1923 P.L. 207, 53 P.S. §§ 7101 et seq., as supplemented and amended.

Middlesex Township Municipal Authority

By: _____
Keith O. Brenneman, Esquire
Law Office of Keith O. Brenneman, P. C.
Solicitor, Middlesex Township
Municipal Authority

Date:

COMMONWEALTH OF PENNSYLVANIA)
: SS.
COUNTY OF CUMBERLAND)

KEITH O. BRENNEMAN, ESQUIRE, being duly sworn deposes and says: that he is the Solicitor for the Middlesex Township Municipal Authority, the above-named Claimant, and that the facts set forth in the foregoing Claim are true and correct to the best of his knowledge, information and belief.

Keith O. Brenneman
Solicitor, Middlesex Township
Municipal Authority

Sworn to and subscribed before me this

day of , 2025.

Notary Public

(Notary Seal)