CONSULTING SERVICES AGREEMENT

Community Benefits Agreement — Proposed Data Center Development

Upper Mount Bethel Township, Pennsylvania
PRR Partners LLC

This Consulting Services Agreement ("Agreement") is entered into as of _____, **20** ("Effective Date"), by and between:

Upper Mount Bethel Township, a Pennsylvania municipal township, with its principal offices at _____ ("Township");

and

PRR Partners LLC, a limited liability company, with its principal business address at _____ ("Consultant").

The Township and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE AND ENGAGEMENT

The Township hereby engages Consultant to provide consulting, strategic advisory, negotiation support, and related services in connection with a proposed data center development associated with Slate Belt Holdings and any affiliated, successor, or related developer entity (collectively, the "Developer").

The engagement is intended to assist the Township in evaluating, negotiating, and securing a Community Benefits Agreement ("CBA") or similar written agreement that establishes monetary and other community benefits for the Township and its residents in connection with the proposed development.

The Parties acknowledge a target of **$5,000,000 per year for ten (10) years, totaling $50,000,000** in monetary community benefits. This figure is a negotiating target only and is not a minimum threshold, condition of success, or prerequisite to Consultant earning its Success Fee.

2. SCOPE OF SERVICES

Consultant may provide the following services, as appropriate to the engagement:

a. Develop and recommend negotiation strategies and proposed community-benefit objectives;

b. Assist the Township in identifying, evaluating, and prioritizing monetary and other benefits associated with the proposed development;

c. Facilitate communications and meetings among the Township, Developer, and relevant representatives;

d. Assist with preparation, review, and negotiation of proposed CBA terms and related business provisions;

e. Advise the Township regarding potential community-benefit structures, payment schedules, reporting, enforcement, and successor-owner provisions;

f. Assist in evaluating proposed revisions, offers, and counteroffers from the Developer;

g. Help document agreed commercial terms for review and approval by the Township and its solicitor; and

h. Provide other related advisory services mutually agreed to in writing.

Consultant is not engaged to provide legal, engineering, environmental, financial-audit, or other licensed professional services. The Township shall retain its solicitor and any other professional advisers it deems necessary.

3. TOWNSHIP AUTHORITY RESERVED

The Township retains exclusive authority over all governmental, legislative, regulatory, zoning, land-use, permitting, code-enforcement, and other official decisions.

Consultant has no authority to bind the Township, execute agreements on its behalf, make governmental commitments, or represent that any approval will be granted.

All CBA terms and any related commitments shall be subject to review and approval by the Township's authorized governing body and, where appropriate, the Township solicitor.

Nothing in this Agreement limits or delegates any governmental power that must legally remain with the Township.

4. COMMUNITY BENEFITS AGREEMENT

For purposes of this Agreement, a "CBA" means a written community-benefits agreement or substantially similar written agreement negotiated in connection with the proposed data center development and duly approved and executed by the Township and the applicable Developer.

A CBA may include monetary payments, annual contributions, community investments, infrastructure funding, public-service support, or other negotiated benefits.

For calculating the Success Fee under this Agreement, the fee base shall be the total monetary commitment expressly established in the final CBA and affirmatively accepted by the Township, as further described in Sections 7 through 10.

5. RETAINER

The Township shall pay Consultant a **$25,000 engagement retainer** before execution of the CBA.

The retainer shall be paid upon execution of this Agreement, unless the Parties agree otherwise in writing. The retainer is intended to compensate Consultant for undertaking the engagement and supporting related consulting work and expenses.

If a CBA is successfully completed as defined in this Agreement, the full $25,000 retainer shall be credited against the Success Fee otherwise payable to Consultant.

If no CBA is successfully completed, the retainer shall be nonrefundable and retained by Consultant, subject to applicable law and any nonwaivable legal requirements.

The retainer is not an additional fee on top of the Success Fee. It is credited against the Success Fee when a CBA is successfully completed.

6. SUCCESS FEE — GENERAL

In consideration of Consultant's services, the Parties agree that Consultant's success-based compensation shall equal **two percent (2%) of the total monetary commitment expressly established in the final CBA and affirmatively accepted by the Township** ("Success Fee").

The Success Fee shall be calculated on the monetary commitment actually accepted by the Township, regardless of whether that commitment is less than, equal to, or greater than the $50,000,000 target stated in Section 1.

The $50,000,000 target does not create a minimum threshold for Consultant's compensation. A CBA accepted by the Township for a lower amount may still constitute successful completion and trigger the Success Fee.

The Success Fee is separate from, and shall not be deducted from, the community benefits promised to the Township or its residents. The Parties intend that the Success Fee be funded separately by the Developer, through a lawful and documented funding arrangement, in addition to the monetary and other benefits established in the CBA.

7. CALCULATION OF SUCCESS FEE

The Success Fee shall be calculated as follows:

Success Fee = 2% × Total Accepted Monetary CBA Commitment

The "Total Accepted Monetary CBA Commitment" means the aggregate monetary commitment expressly set forth in the final CBA and affirmatively accepted by the Township, including scheduled payments over the term of the CBA.

Non-monetary benefits shall not be included in the fee base unless the CBA expressly assigns them a monetary value and the Township accepts that valuation in writing.

Any separate payment intended to fund Consultant's Success Fee shall be excluded from the monetary CBA commitment used to calculate the Success Fee, to avoid a circular or double calculation.

For illustration only:

- If the accepted monetary CBA commitment is $40,000,000, the Success Fee is $800,000.
- If the accepted monetary CBA commitment is $50,000,000, the Success Fee is $1,000,000.
- If the accepted monetary CBA commitment is $60,000,000, the Success Fee is $1,200,000.

These examples are illustrative only. The actual fee shall be determined from the final monetary commitment accepted by the Township.

8. DEVELOPER FUNDING AND PAYMENT MECHANISM

The Parties intend that the Developer fund the Success Fee separately from and in addition to the community benefits established in the CBA. The anticipated structure is for the applicable Developer to pay the Success Fee funding amount to the Township, after which the Township shall remit the applicable Success Fee to Consultant.

The Township and Consultant shall seek to have the CBA or a related written agreement expressly address the Developer's obligation to fund the Success Fee, including the amount, payment deadline, and any applicable enforcement terms. Any such obligation shall be binding on the Developer only if properly agreed to by the Developer and documented in an enforceable written instrument.

The Township shall cooperate in good faith in documenting a lawful funding and payment mechanism consistent with applicable law and the Township's authorization requirements.

Upon the Township's receipt of the applicable Success Fee funding amount from the Developer, the Township shall remit the Success Fee to Consultant, less the $25,000 retainer credit, within **five (5) business days** after receipt.

The amount payable to Consultant following successful completion shall be:

Balance Payable to Consultant = Success Fee – $25,000 Retainer Credit

The retainer credit shall be applied once only. The Township shall not be required to pay Consultant twice for the same Success Fee, and the Success Fee funding amount shall be separate from the CBA benefits payable to the Township.

If the Developer fails to provide funding that it has agreed in writing to provide, the Township shall pursue any remedies it is legally entitled to exercise under the applicable agreement and applicable law. Nothing in this Agreement requires the Township to act contrary to law, improperly condition a governmental decision, or declare an agreement effective contrary to its terms.

9. WHEN SUCCESS FEE IS EARNED

Subject to applicable law and the terms of this Agreement, a Success Fee shall be earned when:

a. A CBA resulting from Consultant's material services has been duly approved and executed by the Township and the applicable Developer and has become effective in accordance with its terms; and

b. The applicable Success Fee funding amount has been received by the Township pursuant to the documented funding arrangement contemplated in Section 8.

The Township's acceptance of a monetary CBA commitment below the $50,000,000 target shall not, by itself, prevent the Success Fee from being earned.

If the CBA is amended after execution to increase the total monetary commitment, and the Township affirmatively accepts the increase in writing, Consultant shall be entitled to an additional Success Fee equal to two percent (2%) of the additional monetary commitment, subject to the funding and payment provisions of this Agreement.

No additional Success Fee shall be charged on any monetary commitment already included in the fee base used to calculate a previously paid Success Fee.

Any reduction, cancellation, or other change to the CBA after the Success Fee has been earned shall be addressed according to the written agreements governing the CBA and Success Fee funding arrangement and applicable law.

10. PAYMENT TIMING AND ACCOUNTING

Within a reasonable period after execution of the CBA, the Township and Consultant shall confirm in writing the calculation of the Success Fee based on the final accepted monetary commitment.

Upon receipt of the Developer's corresponding Success Fee funding amount, the Township shall provide Consultant with a written calculation showing:

a. The accepted monetary CBA commitment used for the calculation;

b. The two percent (2%) Success Fee;

c. The $25,000 retainer credit; and

d. The remaining amount payable to Consultant.

Payment shall be made within five (5) business days after receipt of the corresponding Success Fee funding amount, subject to applicable law and any mandatory Township payment procedures.

The Parties shall not structure or administer the Success Fee in a manner that unlawfully conditions zoning, land-use, permitting, or other governmental decisions upon payment.

11. ANTI-CIRCUMVENTION AND PROTECTION OF COMPENSATION

The Township acknowledges that Consultant's services may include developing negotiation strategy, identifying community-benefit opportunities, facilitating introductions, participating in discussions, and materially advancing the proposed CBA.

The Parties shall not knowingly structure or use an alternative transaction, intermediary, affiliate, successor entity, substitute agreement, or other arrangement for the purpose of avoiding Consultant's Success Fee where the resulting agreement is substantially the same community-benefit transaction for the proposed development and is materially attributable to Consultant's services.

If, following Consultant's material contribution to the negotiations, the Township executes and accepts a CBA or substantially similar community-benefits agreement for the same or substantially the same project within **twenty-four (24) months** after expiration or termination of this Agreement, the Success Fee shall be calculated in accordance with Sections 6 and 7, subject to the other applicable provisions of this Agreement.

This Section does not require the Township to enter into any agreement or approve any development proposal, nor does it restrict the Township's lawful governmental discretion.

12. SALE, TRANSFER, AND SUCCESSOR OWNERS

The Parties recognize that the proposed development, project assets, ownership interests, or development rights may be sold, assigned, transferred, reorganized, or conveyed to another person or entity.

The Township and Consultant shall seek to ensure that the CBA and any related Success Fee funding obligation contain appropriate provisions addressing successor owners, transferees, affiliates, and assignees, to the extent permitted by law and agreed to by the applicable parties.

The Parties intend that a transfer or change in ownership shall not, by itself, eliminate payment obligations already validly established under an executed CBA or related written agreement.

Any obligation imposed on a transferee, successor, or new owner must be established through an enforceable written provision binding that party.

13. TERM

This Agreement shall commence on the Effective Date and continue for an initial term of **ten (10) years**, unless earlier terminated under Section 14.

The term is intended to provide sufficient time for the negotiation, execution, and implementation of the CBA and related community-benefit arrangements.

The Parties may extend the term by written agreement.

Termination or expiration shall not extinguish payment rights that have already accrued, the retainer provisions, or any provision that expressly survives termination, including the applicable anti-circumvention and twenty-four-month protection period.

14. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

The Parties may also terminate this Agreement by mutual written agreement.

Upon termination:

a. Consultant shall cease providing services except as otherwise agreed in writing;

b. The Township shall remain responsible for any undisputed amounts due under this Agreement and payable in accordance with its terms and applicable law;

c. If no CBA is successfully completed, the retainer shall be treated in accordance with Section 5;

d. Any Success Fee already earned shall remain subject to the applicable funding and payment provisions; and

e. The anti-circumvention and twenty-four-month protection provisions shall continue to apply as stated in Section 11.

Termination shall not affect rights or obligations that accrued before termination or provisions that by their nature are intended to survive.

15. NO GUARANTEE OF GOVERNMENTAL APPROVAL

Consultant makes no representation or guarantee that any proposed development, zoning change, land-use application, permit, license, or other governmental approval will be granted.

The Township retains all authority and discretion required by law. Consultant's compensation under this Agreement is intended to relate to the negotiation and acceptance of a CBA, not to the granting of any governmental approval.

Nothing in this Agreement obligates the Township or any official to vote in a particular manner or to exercise governmental authority in a predetermined way.

16. VOLUNTARY NATURE OF CBA

The Parties intend that the CBA be negotiated and entered into voluntarily, consistent with applicable law.

Nothing in this Agreement requires the Township to approve a zoning change, permit, land-use application, or other governmental action in exchange for community benefits or payment of Consultant's Success Fee.

The CBA and any related funding arrangements shall be structured and administered in a manner consistent with applicable law and the Township's independent governmental responsibilities.

17. EXPENSES

The $25,000 retainer described in Section 5 is intended to support Consultant's engagement and related consulting work and expenses.

Any extraordinary or out-of-pocket expense for which Consultant seeks separate reimbursement beyond the retainer must be approved in writing by the Township in advance. Approved reimbursable expenses shall be supported by reasonable documentation.

Consultant shall not incur any expense in the Township's name or represent that the Township has agreed to pay an expense without prior written authorization.

18. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Township.

Consultant is responsible for its own taxes, insurance, personnel, and business expenses, except as otherwise expressly provided in this Agreement.

Nothing in this Agreement creates an employment relationship or authorizes Consultant to exercise governmental powers.

19. CONFIDENTIALITY AND PUBLIC RECORDS

Consultant shall use reasonable care to protect nonpublic information received from the Township and shall not disclose such information except as authorized, required to perform the services, or required by law.

The Parties acknowledge that the Township is a public entity and that records relating to this Agreement may be subject to Pennsylvania's Right-to-Know Law, public-records requirements, public-meeting obligations, or other disclosure requirements.

Nothing in this Agreement shall require the Township to withhold a record where disclosure is required by law. Consultant shall reasonably cooperate with the Township in addressing requests for records, subject to applicable law.

20. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with applicable federal, Pennsylvania, and local laws, ordinances, regulations, and requirements, including applicable municipal, procurement, public-records, public-meeting, ethics, and conflict-of-interest requirements.

The Parties acknowledge that the Township's solicitor should review the form and implementation of the CBA and any related Success Fee funding arrangement before execution.

If any proposed provision is determined to be inconsistent with applicable law, the Parties shall cooperate in good faith to revise that provision to preserve the lawful intent of the arrangement to the greatest extent possible.

21. CONFLICTS OF INTEREST AND DISCLOSURES

Consultant shall disclose to the Township any actual conflict of interest known to Consultant that is reasonably likely to materially affect Consultant's performance under this Agreement.

Consultant shall not offer or provide any unlawful payment, gift, or thing of value to a public official or employee in connection with this engagement.

The Parties shall make any disclosures required by applicable law and shall cooperate with the Township's lawful ethics and compliance procedures.

22. DEVELOPER AND RELATED ENTITIES

For purposes of this engagement, the term "Developer" includes Slate Belt Holdings and any entity acting as the project owner, applicant, sponsor, developer, or successor in connection with the proposed data center development, where relevant to the CBA.

The inclusion of an entity within this definition does not, by itself, impose a contractual obligation on that entity. Any funding, assumption, successor, or payment obligation of a Developer or related entity must be established in an enforceable written agreement to which that entity is bound.

The Parties shall seek appropriate written provisions to address changes in project ownership, control, or development responsibility and to preserve validly agreed CBA and Success Fee funding obligations.

23. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

No oral statement, course of dealing, or informal communication shall amend the Success Fee formula, retainer, payment mechanism, term, or other material provision of this Agreement.

24. PUBLIC STATEMENTS

Neither Party shall issue a public statement purporting to speak for the other Party concerning this Agreement or the proposed CBA without prior authorization, except where disclosure is required by law or by a lawful governmental process.

Nothing in this Section restricts the Township's lawful public-meeting, public-records, reporting, or governmental communication obligations.

25. INDEMNIFICATION

Each Party shall be responsible for its own acts and omissions and those of its personnel, subject to applicable law.

Nothing in this Agreement shall be construed to require the Township to indemnify Consultant in a manner prohibited by Pennsylvania law, waive governmental immunity, or undertake an obligation that the Township is not legally authorized to assume.

Any additional indemnification obligation must be expressly stated in a written amendment approved by authorized representatives of both Parties and must comply with applicable law.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes prior oral or written understandings relating to that subject matter.

Any prior proposal, statement of work, or preliminary discussion shall be superseded to the extent it conflicts with this Agreement, unless expressly incorporated by written reference and signed by both Parties.

27. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

The Parties shall cooperate in good faith to replace any invalid or unenforceable provision with a lawful provision that most closely reflects the original intent.

28. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles.

Any dispute shall be brought in a court of competent jurisdiction in Pennsylvania, subject to applicable jurisdictional requirements and any mandatory legal provisions governing disputes involving a Pennsylvania municipality.

29. NOTICES

All notices required under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail, return receipt requested, to the addresses below, or to such other address as a Party designates by written notice.

If to the Township:

Upper Mount Bethel Township
Attention: Township Manager / Authorized Representative
Address: _____
City, State, ZIP: _____
Email: _____

If to Consultant:

PRR Partners LLC
Attention: Paul Soult
Address: _____
City, State, ZIP: _____
Email: _____

A notice shall be deemed received upon personal delivery, documented delivery by overnight courier, or documented delivery or refusal of certified or registered mail, as applicable.

30. TOWNSHIP AUTHORIZATION

This Agreement shall be binding on the Township only upon approval and execution by its duly authorized governing body or authorized representative in accordance with applicable law.

The Township represents, through its authorized signatory, that the signatory is duly authorized to execute this Agreement on behalf of the Township.

No provision of this Agreement shall be interpreted to waive any mandatory approval, public-meeting, procurement, or other legal requirement applicable to the Township.

31. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

Electronic signatures and electronically transmitted copies may be treated as originals to the extent permitted by applicable law.

32. SURVIVAL

Any provision that by its nature is intended to survive termination or expiration shall survive, including provisions concerning accrued payment rights, the retainer, confidentiality, compliance with applicable law, anti-circumvention, successor-owner obligations validly established in a separate written agreement, dispute resolution, and the twenty-four-month protection period described in Section 11.

33. ACKNOWLEDGMENT AND SIGNATURES

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms, subject to all required Township approvals and applicable law.

UPPER MOUNT BETHEL TOWNSHIP

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Township governing body on: _____

Resolution or authorization number, if applicable: _____

PRR PARTNERS LLC

By: _____

Paul Soult

Title: _____

Date: _____

Drafting note: This Agreement is intended to document the consulting relationship between the Township and PRR Partners LLC. Any obligation of the Developer to fund the Success Fee, or of a successor or transferee to assume that obligation, should also be expressly documented in a separate agreement signed by the applicable Developer and reviewed by the Township solicitor.