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PRR PARTNERS LLC

**FORMAL NOTICE OF CONTRACTUAL RIGHTS, DEMAND FOR ACCOUNTING
AND COMPENSATION, NOTICE CONCERNING PROPRIETARY WORK PRODUCT,
AND RESERVATION OF LEGAL CLAIMS**

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

To: The Board of Supervisors
Upper Mount Bethel Township
Northampton County, Pennsylvania

**Re: PRR Partners LLC — Existing Consulting Agreement, Uncompensated Professional
Services, Proprietary Work Product, and Protection of Professional Reputation**

Members of the Board:

PRR Partners LLC (“PRR”) hereby provides formal notice of its contractual rights, outstanding financial interests, proprietary work-product concerns, and reservation of all available legal remedies arising from its consulting engagement with Upper Mount Bethel Township (“Township”).

This correspondence is necessitated by the Township’s apparent intention to solicit proposals for replacement consulting services while PRR’s existing contractual relationship has not, to PRR’s knowledge, been formally terminated in accordance with its governing terms. It is further necessitated by the substantial professional services PRR has rendered, the outstanding issue of compensation for those services, and recent public statements and conduct that have called into question the professional credentials, experience, and integrity of PRR and its personnel.

PRR has endeavored throughout this engagement to act in the Township’s best interests, provide meaningful professional expertise, protect the Township’s negotiating position, and advance a community benefits agreement (“CBA”) that could deliver substantial long-term benefits to the Township and its residents. PRR will not permit that record of service, its contractual rights, or the professional reputations of its principals and associates to be disregarded without an appropriate response.

I. The Engagement and Substantial Services Performed

In November 2024, PRR was engaged by the Township following Board approval of its consulting agreement. The engagement concerned the potential establishment of a CBA

associated with data center development within the Township, initially involving representatives of Amazon Web Services (“AWS”).

From the outset, PRR accepted a performance-oriented compensation arrangement under which its economic return was tied substantially to the successful establishment of a CBA.

Notwithstanding the limited initial retainer and the considerable scope of work required, PRR undertook extensive professional services in reliance upon its agreement with the Township and the Township’s continued requests for its assistance.

Those services included, among other things:

1. Participation in multiple Township Board meetings and direct meetings with AWS representatives, together with extensive communications and substantive negotiations involving Amazon counsel, Township counsel, and other parties associated with the proposed development.
2. Development and drafting of the proposed CBA, including substantive provisions intended to establish significant, recurring financial benefits for the Township.
3. Engagement with local fire department representatives concerning potential CBA-funded improvements, including equipment, staffing, facilities, and other public-safety needs.
4. Provision of zoning and land-use insights through PRR’s in-house expertise, together with the recommendation of highly qualified land-use counsel from a prominent Philadelphia law firm. That counsel was subsequently engaged and developed a data-center-specific zoning text amendment addressing the contemplated parcel.
5. Continued consultation and advice to Township representatives as additional data center developers and related development interests emerged, even after AWS withdrew from the contemplated project because of unresolved utility power-delivery and scheduling concerns.

These were substantive professional services requiring time, expertise, industry knowledge, relationship management, document development, and ongoing strategic judgment. They were not merely preliminary discussions or an unsuccessful attempt to make an introduction.

PRR’s work was undertaken for the benefit of the Township. The fact that AWS ultimately withdrew for reasons involving power availability and project timing does not erase the services rendered, the value of the work performed, or the contractual obligations that may arise from that work.

II. Existing Contractual Relationship and Outstanding Compensation

PRR has received no notice that its existing agreement has been formally terminated in accordance with its applicable terms. PRR therefore considers its contractual rights to remain in effect unless and until the agreement is lawfully terminated or otherwise resolved.

PRR has continued to provide advice and assistance at the Township’s request, including on sensitive matters involving data center development, land use, project participants, and the Township’s negotiating position. That continued reliance upon PRR’s expertise is inconsistent

with any suggestion that PRR's engagement and contributions may simply be disregarded without a formal resolution of the relationship.

PRR further places the Township on notice that the compensation received to date does not adequately resolve the substantial professional services performed over the course of this engagement. PRR reserves its right to seek payment for outstanding amounts and to pursue all compensation, damages, and other relief available under the governing agreement and applicable law.

Accordingly, PRR demands a written accounting and resolution of all outstanding compensation issues, including an accounting of services performed, payments made, contractual compensation provisions, and any amounts claimed to remain due.

For the avoidance of doubt, any subsequent termination, cancellation, nonrenewal, or replacement of PRR's consulting engagement by the Township shall not, in and of itself, extinguish, discharge, or otherwise relieve the Township of any payment obligations, liabilities, or claims that have accrued or may arise under the existing agreement or applicable law in connection with services performed, work product created, or other obligations incurred by PRR before the effective date of any such termination. Nor shall termination, replacement, or the issuance of an RFP be construed as a waiver of PRR's right to seek recovery of unpaid compensation, damages for any breach of contract, or other relief to which PRR may be legally entitled. PRR expressly reserves all such rights and remedies.

The Township's consideration of a replacement consultant or issuance of a request for proposals does not, in itself, extinguish PRR's existing contractual rights, accrued claims, or interests in its work product. Nor should the Township assume that a replacement engagement may proceed through the appropriation of PRR's work, analysis, negotiations, or developed materials without first addressing the rights associated with them.

PRR expressly reserves its right to pursue appropriate contractual remedies should the Township attempt to terminate, circumvent, or otherwise impair its contractual rights in violation of the agreement.

III. PRR's CBA and Other Proprietary Work Product

PRR was responsible for developing and drafting the proposed CBA through substantial professional effort, analysis, and iterative engagement with the relevant parties.

The resulting document reflects PRR's work, negotiating strategy, substantive drafting, and professional know-how. PRR asserts all ownership, confidentiality, contractual, and intellectual-property rights available to it in the CBA and its underlying work product.

The Township is hereby placed on notice that PRR does not consent to the unauthorized reproduction, distribution, adaptation, disclosure, or use of PRR's proprietary work product in connection with a replacement consultant, a subsequent developer, or any other engagement,

except to the extent such use is expressly authorized by the governing agreement or otherwise permitted by law.

PRR specifically demands that the Township:

- Preserve all versions of the CBA and all related drafts, analyses, annotations, negotiating materials, and communications reflecting PRR's work.
- Identify any persons or entities to whom the CBA or related PRR materials have been provided, together with the purposes for which those materials were disclosed.
- Refrain from authorizing any replacement consultant or third party to reproduce, adapt, or exploit PRR's asserted proprietary work product pending resolution of the parties' respective rights.
- Confirm in writing the Township's position concerning ownership, confidentiality, and permitted use of the CBA and related materials.

PRR recognizes that the Township is a public governmental body and that applicable Pennsylvania public-records, open-meetings, and other legal requirements may affect the treatment and disclosure of certain records. Nothing in this letter is intended to assert a right to withhold information where disclosure is legally required. Rather, PRR expressly reserves its rights concerning ownership, authorized use, reproduction, adaptation, and any other legally protectable interest in the work it created.

The Township should not mistake the delivery or discussion of a document in the course of a consulting engagement as an unrestricted transfer of all rights in that document.

IV. Professional Reputation, Public Statements, and Conduct of Board Members

PRR is particularly concerned by the repeated questioning of its professional qualifications, the insinuation that its personnel lack relevant data center development experience, and statements made in the course of Township proceedings that PRR believes may have crossed the line from legitimate oversight into unjustified professional disparagement.

PRR and its personnel possess substantial professional experience relevant to commercial real estate, development, business strategy, capital formation, and the data center sector. PRR has demonstrated that experience through the actual work performed for the Township, including the development of a proposed CBA, direct engagement with a major prospective developer and its counsel, coordination with Township counsel, and substantive land-use and zoning work.

Reasonable questions concerning a public consultant's performance, qualifications, or conflicts may properly be raised and addressed. PRR has done so. However, allegations and insinuations that disregard the facts, persist after appropriate explanations have been provided, or convey unsupported assertions about professional competence or integrity are a different matter.

PRR previously responded to questions concerning alleged conflicts of interest, including relationships with certain parties that PRR represented did not exist. Those explanations were provided through the appropriate channels and, as PRR understood the matter, were addressed

with Township counsel. The subsequent reintroduction of such questions, without an identified factual basis or meaningful explanation, raises legitimate concerns about the manner in which PRR's work and reputation have been treated.

PRR is also concerned by information suggesting that confidential or sensitive information relating to its consulting work may have been communicated to the property owner by a Board member. PRR does not make a definitive finding concerning the circumstances of any such communication in this letter. Nevertheless, the matter warrants preservation of relevant records and appropriate scrutiny, particularly insofar as it may concern the confidentiality of negotiations, the Township's interests, and PRR's contractual obligations and rights.

PRR will not accept the use of public proceedings as a vehicle for disseminating unsupported allegations concerning its professional qualifications, integrity, or conduct. If statements made by Township officials are false, defamatory, or otherwise actionable under applicable law, PRR and any affected individuals reserve all rights to seek appropriate remedies.

Nothing in this correspondence waives any claim that PRR or an individual professional may possess arising from statements made at a public meeting or elsewhere. PRR expressly reserves the right to review the relevant meeting recordings, minutes, correspondence, and other evidence and to pursue any claim supported by the facts and applicable law.

V. Proposed Request for Proposals and the Township's Continuing Obligations

PRR understands that the Township is considering issuing an RFP to engage a replacement consultant for data center-related CBA work.

A. Notice Concerning Subsequent CBA Negotiations and Use of PRR's Prior Work Product

PRR has become aware that two members of the Township's Board of Supervisors undertook direct negotiations with a subsequent data center developer concerning a proposed Community Benefits Agreement reportedly valued at approximately \$50 million, without PRR's participation, professional assistance, or consulting services, notwithstanding PRR's existing contractual relationship with the Township.

PRR's understanding is based, in part, upon a statement made directly to PRR by one of the Supervisors involved and, separately, upon a public Facebook posting by the other Supervisor referencing the matter.

Of particular concern is PRR's understanding that the negotiations may have drawn upon, incorporated, or otherwise benefited from the CBA drafting, substantive provisions, negotiating framework, and related work product developed by PRR during its prior engagement with Amazon Web Services. That work represented a substantial investment of PRR's professional time, expertise, and resources, undertaken pursuant to the Township-approved consulting agreement.

If the Township or its representatives have relied upon, reproduced, adapted, or otherwise used PRR's work product in subsequent negotiations while excluding PRR from the process and leaving its contractual and compensation rights unresolved, PRR considers that circumstance a serious matter requiring immediate clarification. The Township is hereby requested to identify the extent to which PRR's prior work product was used in these negotiations, the persons who accessed or provided that material, and the basis upon which any such use was authorized.

PRR expressly reserves all rights and remedies arising from any unauthorized use of its work product, any breach of its existing consulting agreement, and any other conduct that may have impaired its contractual, proprietary, or financial interests. The fact that the subsequent negotiations may have been conducted directly by Township representatives, rather than through PRR, does not by itself resolve the separate questions of contractual obligations, compensation for services previously rendered, or the permissible use of PRR's work product.

Accordingly, PRR demands that the Township preserve all drafts, communications, correspondence, electronic messages, meeting records, CBA proposals, and related materials concerning the subsequent developer negotiations, including records reflecting the origin, transmission, review, and use of any materials originally prepared by PRR. PRR further requests a substantive written response addressing these matters within the response period established in Section VI of this letter.

B. The Township's Continuing Obligations

The Township remains free to exercise its lawful governmental and procurement responsibilities. However, those responsibilities do not automatically displace contractual obligations or eliminate rights that may have accrued to an existing consultant.

Before proceeding in a manner that could impair PRR's rights, the Township must address the status of the existing agreement, the outstanding compensation issues, and the rights associated with PRR's work product.

PRR will not consent to any arrangement under which the Township or a successor consultant obtains the benefit of PRR's substantive work, drafting, strategy, or professional efforts while treating PRR's contractual and financial interests as though they do not exist.

Any attempt to use a new procurement process to avoid existing contractual obligations, circumvent applicable compensation provisions, or appropriate work product in violation of PRR's rights will be evaluated accordingly. PRR reserves the right to seek all available relief, including damages and appropriate injunctive relief where legally warranted.

VI. Formal Demands and Preservation of Evidence

To avoid unnecessary escalation, PRR requests that the Board provide a written response within **ten (10) business days** of receipt of this letter addressing the following:

1. **Contract status:** Confirm the Township's position regarding the status of PRR's existing agreement, including whether the Township contends that the agreement has been terminated, the effective date of any asserted termination, and the contractual basis for that position.
2. **Compensation:** Provide a written accounting and engage in good-faith discussions to resolve all outstanding compensation issues arising from PRR's services, including services performed at the Township's request after the initial AWS engagement ended.
3. **Work product:** Confirm that the Township will preserve PRR's CBA and related materials and refrain from unauthorized reproduction, adaptation, or other use of PRR's asserted proprietary work product, subject to the parties' respective legal rights and applicable disclosure obligations.
4. **Public statements:** Identify the Township's position concerning the statements made regarding PRR's professional qualifications and experience, and preserve the complete records of the relevant public proceedings.
5. **Preservation of records:** Direct the appropriate Township personnel and agents to preserve relevant documents, emails, text messages, electronic communications, meeting recordings, draft agreements, communications with developers and property owners, and communications concerning PRR's engagement, compensation, work product, qualifications, or alleged conflicts of interest.
6. **Subsequent developer negotiations and PRR work product:** Identify the subsequent data center developer involved in the reported CBA negotiations, confirm whether the Township or any of its representatives used or relied upon PRR's prior CBA drafts or related work product, and explain the contractual or other legal basis for such use. Preserve all records relating to those negotiations and the use or disclosure of PRR materials.

This preservation request includes relevant records held by the Township's consultants, counsel, agents, or other representatives to the extent those records are within the Township's possession, custody, or control. It is intended to prevent the loss or alteration of potentially relevant evidence should a dispute proceed to formal legal action.

VII. Reservation of Rights and Notice of Potential Legal Action

PRR has devoted substantial professional resources to this engagement in reliance upon the Township's approval of its contract and its continued requests for professional assistance. PRR has acted in good faith and has sought to advance the Township's interests despite the limited initial compensation, the withdrawal of the original prospective developer, and subsequent challenges to its role.

PRR has also made efforts to preserve the relationship, explain its qualifications, address alleged conflicts, and revise the compensation structure to facilitate a successful CBA without diverting CBA funds intended for Township benefits to pay PRR's fee.

Those efforts should not be interpreted as a waiver of contractual rights, a relinquishment of compensation claims, consent to unrestricted use of PRR's work product, or acceptance of conduct that may unlawfully damage the professional reputations of PRR or its personnel.

PRR is prepared to protect its interests through all appropriate legal means. Depending on the facts established and the terms of the governing agreement, those measures may include claims for breach of contract, recovery of unpaid compensation and damages, enforcement of applicable confidentiality or intellectual-property rights, and claims arising from actionable false statements concerning PRR or individual professionals.

PRR will also consider appropriate equitable relief if necessary to protect legally enforceable rights in its work product or to prevent other actionable conduct. All such remedies are expressly reserved, subject to the governing agreement and applicable law.

This letter is intended to provide the Township with formal notice and a reasonable opportunity to address these matters before further action becomes necessary. It is not an exhaustive statement of PRR's claims, evidence, or available remedies, nor does it waive any right or cause of action.

PRR expects the Board to treat this correspondence with the seriousness warranted by the history of the engagement, the contractual relationship approved by the Board, the substantial services rendered, and the potential legal consequences of failing to resolve these matters appropriately.

The record of PRR's work for the Township speaks for itself. PRR will not permit its contractual interests, professional contributions, or reputation to be disregarded without taking the steps necessary to protect them.

We expect the Township to respond substantively within the time stated above. All further communications concerning these matters should be directed to the undersigned or to PRR's designated legal counsel.

Sincerely,
Paul Soult
Paul Soult

For and on behalf of **PRR Partners LLC**

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