

FIRST AMENDED AND RESTATED COMMUNITY BENEFITS AGREEMENT

THIS FIRST AMENDED AND RESTATED COMMUNITY BENEFITS AGREEMENT (“**Agreement**”) is made effective as of October 13, 2026 (“**Effective Date**”), by and between SALEM TOWNSHIP, LUZERNE COUNTY, PENNSYLVANIA, a township of the second class (the “**Township**”) and AMAZON DATA SERVICES, INC., a Delaware corporation (the “**Company**”).

WHEREAS, the Company is the owner of approximately 1,062 acres of real property located in Salem Township, Luzerne County as more generally depicted and described on **Exhibit “A”** (the “**Property**”); and

WHEREAS, the Company intends to and has been revitalizing and transforming the Property toward the goal of facilitating modern industrial and commercial redevelopment, job creation, and economic vitality, consisting of a data center campus in the Township (the “**Project**”); and

WHEREAS, the Project has and will involve the construction and installation of several principal buildings on the Property used for data center services (each principal building, a “**Data Center**”), as well as a number of ancillary buildings and structures; and

WHEREAS, the Township and the Company acknowledged and agreed that support to the community is an important objective of the Project and therefore the Company voluntarily entered into a Community Benefits Agreement dated July 9, 2024 (“**2024 CBA**”); and

WHEREAS, the Township and Company desire to amend and supersede the 2024 CBA in its entirety through their entry into this Agreement, pursuant to which the Company will provide certain Community Benefits Payments for use by the Township as further set forth herein.

NOW THEREFORE, in consideration of the promises and good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Township and the Company agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Agreement and made a part hereof by this reference.

2. **Purpose.** The purpose of this Agreement is to facilitate the Company’s financial assistance to the Township in relation to its operation of the Project on the Property.

3. **Community Benefits Payments.** Subject to the terms and conditions stated elsewhere in this Agreement, the Company shall provide the Township the following community benefits payments (collectively, the “**Community Benefits Payments**” and each individually, a “**Community Benefits Payment**”):

a. Within thirty (30) days of the creation of the Escrow Account (defined below), the Company shall deposit the \$4,000,000 deposited into escrow pursuant to Section 3(a) of the 2024 CBA and the additional sum of Four Million Dollars (\$4,000,000.00) deposited into escrow pursuant to Sections 3(b), 3(c), and 3(f) of the 2024 CBA; provided that any Disbursement

made to the Township under the 2024 CBA shall be subtracted from the amount deposited (“**First Community Benefits Payment**”). In addition to the payments under Sections 3(a), 3(b), 3(c) and 3(f) of the 2024 CBA, the Company shall include in the deposit to the Escrow Account under this Section any interest accrued on those payments during the time such payments were held in escrow pursuant to the 2024 CBA. For avoidance of doubt, the First Community Benefits Payment represents \$8 million plus any accrued interest minus any Disbursements. The Company shall also deposit into the Escrow Account the sum of Two Million Dollars (\$2,000,000.00) (the “**Second Community Benefits Payment**”). This payment is in addition to the First Community Benefits Payment. Subject to Paragraph 5, the First and Second Community Benefits Payments shall be eligible to be released to the Township after deposit.

b. The Company shall make the Community Benefits Payments in accordance with **Exhibit B**. Each Community Benefit Payment in Exhibit B shall be made within sixty (60) days of the issuance of a temporary certificate of occupancy to the Company for the newly proposed Data Centers on the Property after the Effective Date of this Agreement. Subject to Paragraph 5, the funds from the Community Benefits Payments shall be eligible to be released to the Township after deposit.

4. **Creation of the Escrow Account.** In order to accept the Community Benefits Payments, the Township, within 30 days after execution of this Agreement, shall create a restricted escrow account (the “**Escrow Account**”) in a form approved by the Company which approval shall not be unreasonably conditioned, withheld, or delayed. The Township shall provide the Company with evidence of the creation of the Escrow Account, identity of the escrow agent, and wiring instructions for the Escrow Account within two business days after creation of the applicable Escrow Account. The Escrow Account shall be opened and maintained in the name of the Township at an FDIC-insured bank or financial institution and shall be maintained independently from any other Township account. Funds may be released from the Escrow Account to the Township in accordance with Paragraphs 5 of this Agreement as applicable. In the event that the Township fails to create the Escrow Account within 30 days after execution of this Agreement, any Company payment due and owing under this Agreement shall be due 30 days after creation of the Escrow Account.

5. **Disbursement of funds from the Escrow Account.** The Township agrees that funds released from the Escrow Account shall be used solely for public purposes that benefit the community or minimize impacts that may be perceived as associated with the Project, including but not limited to: 1) debt reduction; 2) municipal capital improvements and related professional services expenditures that benefit the community; 3) road and infrastructure maintenance; 4) public works infrastructure, vehicles, equipment, costs and expenses; and 5) fire, police or emergency services infrastructure, protection, vehicles, equipment, costs and expenses. The Company will not be responsible nor liable for any failure by the Township to use the disbursements from the Escrow Account in accordance with this Agreement.

6. **Agreement Supersedes 2024 CBA.** The Township and Company acknowledge and agree that this Agreement shall and will supersede the 2024 CBA and the 2024 CBA shall be automatically terminated and of no further legal effect.

7. **Covenants.**

a. Company Covenants. The Company covenants and agrees to make the Community Benefits Payments required under this Agreement within the time periods required by Exhibit B except as extended by Section 4.

b. Township Covenants. The Township shall cooperate with the Company in providing information and records necessary or reasonably requested by the Company in connection with its payment of the Community Benefit Payments. The Township covenants that it shall use the Community Benefit Payments solely for public purposes, and that the Township shall continuously during the term of this Agreement be a political subdivision of the Commonwealth of Pennsylvania.

8. **Default and Remedies.**

a. Default by Company. Subject to paragraph 7(a), if the Company fails to timely make any undisputed Community Benefits Payment as provided under this Agreement, that failure will not constitute an event of default under this Agreement until thirty (30) days after the Township gives written notice of such failure to the Company. If the failure to pay remains uncured upon expiration of the thirty (30) days, the Township may enforce its legal rights under this Agreement. This Paragraph 8(a) describes the sole circumstances of default by the Company and constitutes the Township's sole remedy for any default by the Company.

b. Default by the Township. If the Township fails to perform or observe any covenant, obligation, term, or condition binding upon the Township under this Agreement, the Company may give written notice to the Township. If the Township does not perform and observe any such covenant, obligation, term, or condition within thirty (30) days after receipt of that notice, the Township shall be in default under this Agreement, in which event, the Company may enforce its legal rights under this Agreement; provided, however, that if the Township attempts to withdraw or disburse funds from the Escrow Account in any manner other than as set forth in Paragraphs 4 or 5, the Company may immediately and without notice to the Township enforce its legal rights under this Agreement by, *inter alia*, requesting and obtaining any necessary equitable or injunctive relief.

c. In no event will (a) either party be liable for any loss of profits, cost of cover, or other special, incidental, consequential, indirect, punitive, exemplary, or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability and (b) the Company's liability for direct damages under this Agreement exceed the amount of the Community Benefits Payments otherwise subject to release to the Township under this Agreement.

9. **Contingencies.**

a. Company Contingencies. The Community Benefit Payments shall not be due or payable from the Company under this Agreement and the Company shall have the right to terminate this Agreement if the Company does not develop the Project or construct any of the Data Centers referenced in Exhibit B.

b. Township's Change in Legal Status. It is a material inducement to the Company to enter into this Agreement that the Community Benefits Payments is tax deductible under both Federal and State law, and therefore if the Township ceases to be a political subdivision of the Commonwealth of Pennsylvania, or if all or any portion of the Community Benefits Payments are used other than for a public purpose, then the Company shall have the right to recover from the Township from any prior payment the amount by which the Company's Federal and State income taxes are increased due to the loss of a charitable deduction for such payment(s) under Section 701(c)(1) of the Internal Revenue Code (and the corresponding provisions of State Law). Each party, upon request by the other party, will provide such other party with any forms, documents, or certifications as may be required for tax purposes with respect to any payments under this Agreement.

10. **Township's Representations and Warranties.** The Township makes the following representations and warranties to the Company:

a. The Township has received all approvals necessary to enter into this Agreement and to give effect to the purposes of this Agreement and the persons executing this Agreement have all requisite authority to execute and deliver the same.

b. The Township is not currently aware of any statutes, regulations or other laws which may prevent the Township from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

c. The Township is not currently aware of any agreements or other undertakings to which the Township is a party, or for which it is bound, which may prevent or impair the Township's execution of this Agreement or its ability to perform and observe its obligations contained herein.

d. The Township is a political subdivision of the Commonwealth of Pennsylvania.

11. **Company's Representations and Warranties.** The Company makes the following representations and warranties to the Township:

a. The Company has received all internal company approvals necessary for it to enter into this Agreement and to give effect to the purposes of this Agreement and the persons executing this Agreement have all requisite authority to execute and deliver the same.

b. To the best of Company's knowledge, there are no agreements or other undertakings to which the Company is a party or by which it is bound, which to the Company's knowledge as of the date hereof will prevent or impair the Company's ability to execute this Agreement or to perform and observe its obligations contained herein.

c. The Company is a Delaware Corporation.

12. **Anti-Bribery.** The Township acknowledges that Amazon's Code of Business Conduct and Ethics (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. The Township will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. The Company may immediately terminate or suspend performance under this agreement if the Township breaches this section. The Township will maintain true, accurate and complete books and records concerning any payments made to another party by the Township under this Agreement, including on behalf of the Company. The Company and its designated representative may inspect the Township's books and records to verify such payments and for compliance with this Section.

13. **Notices.** All notices or other communications provided in, or contemplated by, this Agreement shall be written and shall be sent by one of the following: (i) personal service, (ii) certified mail, return receipt requested, or (iii) service by overnight courier, with a courtesy copy by email transmission, as set forth below for the applicable party. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 13:

If to the Township:

Salem Township
Attention: Amy Evans, Manager
38 Bomboy Lane
Berwick, PA 18603

With a copy to:

Anthony J. McDonald
A J MCDONALD LAW, LLC
134 W. Front Street, Suite 108
Berwick, PA 18603

If to the Company:

Amazon Data Services, Inc.
P.O. Box 81226

Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Attention: General Counsel
Fax: (206) 266-7010

14. **Binding Effect, Successors and Assigns.** The rights and obligations of the parties hereto shall inure and bind the parties thereto and each party's respective successors, transferees and assigns. Company shall have the right to assign its rights and obligations under this Agreement, in whole or in part, to any tenant, transferee, successor-in-interest, affiliated entity, or assignee of the Company. The Township shall not assign this Agreement.

15. **Applicable Law.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. WITH RESPECT TO ANY PROCEEDING OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE), THE PARTIES KNOWINGLY, INTENTIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

16. **Legal Effect.** In case any one or more of the provisions contained in this Agreement that are not essential to the primary purposes of this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, then the other provisions shall remain in full force and effect and shall not be affected by such invalidity, illegality or unenforceability.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior contemporaneous understandings, representations, inducements or agreements, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, but together contains the entire Agreement.

19. **Captions.** The paragraph captions in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof, or be used to construe any of such provisions.

20. **Manner of Execution.** Due execution and delivery of this Agreement among the parties may be effected by attaching a scanned original hereof to an email message that is transmitted to the other party in accordance with the email addresses set forth in the section captioned as "Notices" above, and the same shall have the same legal and binding effect as if delivered to such party as an original signed document.

[CONTINUED ON THE NEXT PAGE]

EXHIBIT “A”
[The Property]

1. 55-O4-00A-003-000;
2. 55-O4-00A-004-000;
3. 55-O4-00A-006-000;
4. 55-O4-00A-041-000;
5. 55-O4-00A-054-000;
6. 55-O4-00A-063-000;
7. 55-O4-00A-06A-000;
8. 55-O4-00A-087-000;
9. 55-O4-00A-101-000;
10. 55-O4-00A-41A-000;
11. 55-O4-00A-41B-000;
12. 55-O4-00A-41C-000;
13. 55-O4-00A-50B-000;
14. 55-O4-00A-60B-000;
15. 55-O4S1-001-001-000;
16. 55-O4S2-001-012-000 (3 parcels);
17. 55-O4S2-001-013-000;
18. 55-O4S2-001-014-000;
19. 55- O4S2-001-024-000;
20. 55-O4S2-001-12A-000; and
21. 55-O4S2-00A-022-000

Exhibit B
Community Benefits Payments Schedule

Community Benefits Payments	Amount	Data Center TCO
Third	\$1,000,000.00	First Newly Proposed Data Center
Fourth	\$1,000,000.00	Second Newly Proposed Data Center
Fifth	\$1,000,000.00	Third Newly Proposed Data Center
Sixth	\$1,000,000.00	Fourth Newly Proposed Data Center
Seventh	\$1,000,000.00	Fifth Newly Proposed Data Center
Eighth	\$1,000,000.00	Sixth Newly Proposed Data Center
Ninth	\$1,000,000.00	Seventh Newly Proposed Data Center
Tenth	\$1,000,000.00	Eighth Newly Proposed Data Center
Eleventh	\$1,000,000.00	Ninth Newly Proposed Data Center
Twelfth	\$1,000,000.00	Tenth Newly Proposed Data Center
Thirteen	\$1,000,000.00	Eleventh Newly Proposed Data Center
Fourteenth	\$1,000,000.00	Twelfth Newly Proposed Data Center

IN WITNESS HEREOF this Agreement has been executed by the parties as of the aforesaid date.

TOWNSHIP:

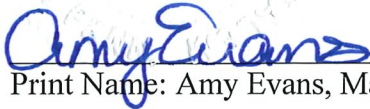
**SALEM TOWNSHIP, LUZERNE COUNTY,
PENNSYLVANIA**

By: _____

Name: Richard Talanca

Title: Chairman

WITNESS/ATTEST:



Print Name: Amy Evans, Manager

COMPANY:

AMAZON DATA SERVICES, INC.

WITNESS/ATTEST:

Marnina Cherkin

Print Name:

By: _____

Name: Keith Klein

Title: Authorized Signatory

CC RPR 00200829 2026 TR

IN WITNESS HEREOF this Agreement has been executed by the parties as of the aforesaid date.

TOWNSHIP:

SALEM TOWNSHIP, LUZERNE COUNTY,
PENNSYLVANIA

By: _____

Name:

WITNESS/ATTEST:

Title: Chairman

Print Name:

COMPANY:

AMAZON DATA SERVICES, INC.

WITNESS/ATTEST:

Marnina Cherkin
Print Name:

Signed by:
Marnina Cherkin
B86D5C33170C471...

By: _____

Signed by:
Keith Klein
B5EF8844D5F0492...

Name: Keith Klein

Title: Authorized Signatory