

DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (“Agreement”), made as of the ____ day of _____, 2026, by and between QUANTUM MARYLAND, LLC, a Delaware limited liability company, its successors and assigns (the “Owner”), and FREDERICK COUNTY, MARYLAND, a body politic and corporate (the “County”).

Project Background

1. On June 16, 2021, Owner purchased the 2,125 acres of land shown and described on Exhibit A to this Agreement from Eastalco Aluminum Company (“Eastalco”), the owner of an aluminum manufacturing facility, known as “Eastalco,” that operated in the southeastern portion of Frederick County, within the Adamstown Planning Region, from on or about 1969 until 2005 (the “Eastalco Property”) when the smelter was idled.

2. The management decision to formally shutdown Eastalco aluminum manufacturing facility was taken in 2010, at which time the company commenced the process of managing the site’s environmental remediation and redevelopment subject to the restrictive environmental covenants limiting its use to industrial and commercial uses.

3. Owner purchased the Eastalco Property, which was referred to in the 2019 Livable Frederick Master Plan as the “largest concentration of undeveloped land in the county zoned for general and/or light industrial development,” with the intention of redeveloping it as a data center campus pursuant to a unified scheme of development – a land use which was, at that time, permitted by right under the Frederick County Zoning Ordinance, if located in the appropriate zoning district. A copy of the Owner’s conceptual master plan of development of the Eastalco Property is attached as A-2 to this Agreement.

4. Between June 16, 2021 and the January 20, 2026, Owner worked to obtain the approvals required under the Frederick County Subdivision Regulations and Adequate Public Facilities Ordinance to construct approximately 18,300,000 square feet of data-center development, utilizing water capacity of approximately 5.3 million gallons per day, sewer capacity of approximately 2.8 million gallons per day, and generating approximately 3,317 vehicle trips per day, on the 1,313.2-acre portion of the Eastalco Property shown on Exhibit A-1, subject only to compliance with general industrial performance standards and with site plan approval, and without any requirement under state or county law to dedicate land for agricultural preservation or natural resource conservation or to financially contribute to the construction of public school or park facilities.

5. Between 2021 and the Effective Date (hereinafter defined), Owner constructed the unique, campus-wide fiber network (including vaults and conduits connecting to its QLoop system), the specialized water and sewer infrastructure required for data-center cooling, and spent roughly \$200 million to secure the necessary power supply to serve its unified scheme of development, its master plan, for the 18.3 million square foot data center campus, now known as

“Frederick Digital Campus” on the Eastalco Property. Approximately 3,754,247 million square feet of the 18.3 million square feet is under construction or construction is complete.

6. On September 2, 2025, the Frederick County Council enacted Bill 25-09, a comprehensive revision of the regulatory structure applicable to critical digital infrastructure – which includes both data centers and electrical substations serving data centers – in Frederick County. A copy of Bill 25-09 is attached hereto as Exhibit D.

7. Pursuant to Bill 25-09, in order to establish a new critical digital infrastructure use after November 1, 2025, the property must be included within the newly established Critical Digital Infrastructure Overlay Zone (the “CDI Overlay Zone”).

8. On January 20, 2026, the County Council enacted Ordinance 26-01-001, a comprehensive rezoning ordinance which established and mapped the physical boundaries of the CDI Overlay Zone. A copy of Ordinance 26-01-001 is attached hereto as Exhibit E.

9. Ordinance 26-01-001 re-drew the boundaries of the Frederick Digital Campus by eliminating the 107.45 acres of industrially-zoned land (previously eligible CDI Uses) from the portion of the Eastalco Property shown as Tax Parcel 28-E on Exhibit B-1 from the CDI Overlay Zone, making those acres legally ineligible for CDI development. The Council also added the 486.8 acres shown and described on Exhibit B-2, which had previously been zoned for agricultural use, to the CDI Overlay Zone, making those acres eligible for CDI Development.

10. Thus, prior to January 20, 2026, the County Zoning Laws (hereinafter defined) permitted CDI Uses to be located on 1,517-acres of the Eastalco Property, and after January 20, 2026, the County Zoning Laws permitted CDI Uses to be constructed on $\pm 1,897$ -acres of the Eastalco Property (and excluding the ± 52.5 Carroll Manor CBA identified on Exhibit C-1 totals $\pm 1,845$ -acres available for CDI-Uses), resulting in a net new area available for CDI uses on the Frederick Digital Campus to be increased by only ± 328 acres, prior to January 20, 2026.

11. Neither Bill 25-09 nor Ordinance 26-01-001 legally requires Owner to dedicate land for agricultural preservation, fund the construction of schools or parks, or to provide any other community benefits in connection with the development of the Frederick Digital Campus on the Eastalco Property.

12. Notwithstanding the fact that Owner is not legally required to deliver any community benefits in order to complete its development of the Frederick Digital Campus, Owner has agreed to provide the County with a robust package of community benefits, totaling approximately \$100,000,000 in monetary contributions and numerous significant non-monetary contributions as set forth in this Agreement, in exchange for the County’s commitment to i) refrain from changing the County Zoning Laws in any manner that prevents the completion of the Frederick Digital Campus under its current zoning designations and the zoning structure established through Ordinance 26-01-001 and the related Resolution No. 26-01 (a copy of which is attached hereto as Exhibit F), and ii) legally establish the terms and conditions upon which the Frederick Digital Campus will develop over the next eight (8) years, as the same may be extended

for up to five (5) years pursuant to § 1-25-12 of the County Code, all by entering into the binding agreements set forth in this Agreement.

13. Owner has agreed that in consideration for the County's commitment to freeze the County Zoning Laws and to allow development of the Frederick Digital Campus at the density set forth herein to proceed without unreasonable interference from the County for the term of this Agreement, that it will i) reduce the density of the Frederick Digital Campus from 18,300,000 to 15,000,000 square feet, ii) transfer, dedicate, and/or convey up to 228 acres of land (within the Adamstown, Ballenger, Horsehead Run and/or Mountville Community Benefit Areas) as shown on Exhibit C-1, to the County or its assignee, to be used for Community Benefit uses as approved by the County, and iii) upon completion of its development of the Frederick Digital Campus, subject approximately 433 acres of the Property identified on Exhibit C-5 to conservation easement(s) that establish a permanent nature reserve and animal habitat along the Tuscarora Stream Valley, as well as the Horsehead Run Community Benefit Area (up 125 acres of which may also be part of the Community Benefit Areas shown on Exhibit C-1)

14. Owner has also agreed to deliver the following community benefits in consideration for the covenants, terms and conditions set forth in this Agreement:

- (a) Fund the design and construction for renovations to Carroll Manor Elementary School (\$30,000,000);
- (b) Fund the design and construction of improvements to (and provide the land necessary to) establish an Adamstown Regional Park (\$30,000,000);
- (c) Fund the design and construction of Carroll Manor Recreation Council Youth Recreation Facilities (\$10,000,000);
- (d) Fund a Community Solar Project on land provided by Owner (\$5,000,000);
- (e) Fund the design and construction of a Workforce Development Training Center (\$14,500,000);
- (f) Fund a New Carroll Manor Fire Department engine (\$1,000,000);
- (g) Provide Agricultural Preservation funding sufficient to purchase agricultural preservation easements on 1,312 acres of land (\$10,500,000);
- (h) Construct perimeter berming and hiker/biker trails (\$10,000,000); and,
- (i) Provide non-monetary commitments to provide 433 acres of nature reserve areas.

Legal Prerequisites

1. Maryland law, as set forth in Land Use Article §7-301 through §7-306 (formerly Article 66B, §13.01) of the Maryland Annotated Code, grants the County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreement (DRRAs).

2. The County has adopted Ordinance No. 07-33-473 (as amended), creating Chapter 1-25 of the Frederick County Code, authorizing DRRAs.

3. This document is intended to constitute a DRRA as provided for in Land Use Article § 7-301 through § 7-306 and the County Code.

4. The Owner is the owner of the real property located in Frederick County, Maryland, and described in Exhibit C attached hereto and made part hereof, (collectively referred to as the "Property").

5. The names of all parties having a legal or equitable interest in the Property, including lien holders, are set forth in Exhibit "G", attached hereto and made a part hereof.

6. On September 1, 2026, Owner petitioned the County Executive to enter into this Agreement (the "Petition") in connection with the development of the Property, which Petition included a package of Enhanced Public Benefits as defined in §1-25-1 of the County Code totaling over One Hundred Million Dollars (\$100,000,000) of direct monetary investments along with considerable non-monetary investments in Frederick County (collectively, the "Community Benefits").

7. On September __, 2026, the County Executive reviewed the Petition and determined to accept the Petition and initiate the process of considering a DRRA.

8. Owner has paid to the County the required Petition fees.

9. In accordance with §1-25-5 of the County Code, the Petition, including this Agreement, was referred to the Frederick County Planning Commission (the "Planning Commission") for a determination of whether this Agreement is consistent with the Countywide Comprehensive Plan for Frederick County (the "Comprehensive Plan"). This determination was made by the Planning Commission at a public meeting held on _____, 2026.

10. On _____, 2026, the County Council held a duly advertised public hearing on this Agreement. The public had an opportunity to comment at this public hearing.

11. At a public meeting on ____, 2026 the County Council adopted a resolution authorizing the execution of this Agreement by the County Executive.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the County and the Owner hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.1 *Definitions.* The following words, when used in this Agreement, shall have the following meanings:

A. “Adamstown Regional Park” means 37.7 +/- acres of land to be dedicated by the Owner to the County as a Regional Park, which is identified on Exhibit C-1 as “Adamstown CBA.”

B. “Adequate Public Facilities Ordinance” means Chapter 1-20 of the Frederick County Code.

C. “Agreement” means this Development Rights and Responsibilities Agreement.

D. “APFO LOU” means the Adequate Public Facilities Ordinance Letter of Understanding A266569, which was previously approved on December 15, 2021, associated with Preliminary Plan PP266504, for 1,053.78 +/- acres of the Frederick Digital Campus, as amended by an Amended and Restated Letter of Understanding on February 8, 2023, associated with Preliminary Plan PP273777, which incorporated an additional 257.68 acres, as amended by a Second Amended and Restated Letter of Understanding on August 14, 2024, all of which permit the construction of 18,300,000 square feet of data-center development, utilizing water capacity of approximately 5.3 million gallons per day, sewer capacity of approximately 2.8 million gallons per day, and generating approximately 3,317 vehicle trips per day. A fully executed copy of the APFO LOU is to the attached hereto as Exhibit H and is an entirely separate legal document that may be amended by the parties, by written amendment approved by the Planning Commission, with no requirement to amend this Agreement.

E. “County” means Frederick County, Maryland, a body corporate and politic of the State of Maryland.

F. “County Code” means the Code of Ordinances of Frederick County, Maryland in effect on the Effective Date of this Agreement.

G. “County Zoning Laws” means Chapter 1-19 of the Frederick County Code in effect as of the date of this Agreement and includes the Official County Zoning Map as defined therein, together with and including any other law enacted by Frederick County pursuant to Title 4 of the Land Use Article of the Maryland Annotated Code, and all rules, regulations and/or policies adopted to administer, enforce, or otherwise implement the same.

H. “County DRRA Ordinance” means Chapter 1-25 of the Frederick County Code and authorizes Development Rights and Responsibilities Agreements, as amended from time to time.

I. “Critical Digital Infrastructure Uses” or “CDI Uses” means Critical Digital Infrastructure Facilities and Critical Digital Infrastructure Electric Substations as defined in Chapter 1-19 of the Frederick County Code and set forth on Exhibit I, together with and specifically including associated office and commercial uses and all customary accessory uses.

J. “Critical Digital Infrastructure Operator” or “CDI Operator” means any person or entity which owns a lot or lots within Frederick Digital Campus upon which it operates a CDI Use.

K. “Development Approval” means final governmental approval of any Subdivision Plat(s), Preliminary Plan(s), and/or Site Plan(s) for a lot, phase, and/or section of the Frederick Digital Campus, for which all conditions of said approvals have been satisfied, or for which accommodations and/or guarantees acceptable to the County have been put in place to satisfy such conditions, and all applicable appeal periods have expired without the filing of any appeal, or if an appeal(s) was filed, the appeal has been defeated beyond the possibility or existence of further appeal of any kind.

L. “Division” means the Frederick County Division of Planning and Permitting, or any successor(s) to the duties and responsibilities of the Division.

M. “DRRA Enabling Act” means § 7-301 through § 7-306 of the Land Use Article of the Maryland Annotated Code.

N. “Effective Date” means the date the last party executes this Agreement. This Agreement shall become legally effective on the Effective Date. However, Owner’s obligation to provide the Community Benefits set forth in Section 4.4 through 4.6 of this Agreement is conditioned upon 1) all appeal periods applicable to this Agreement having expired without the filing of any appeal, or if an appeal(s) was filed, the appeal has been defeated beyond the possibility or existence of further appeal of any kind and ii) Owner obtaining Development Approval for a Third Amended and Restated APFO LOU, as further described in Sections 4.7 and 6.1 of this Agreement.

O. “Enhanced Public Benefits” shall have the meaning set forth in the County DRRA Ordinance, as more specifically defined in Section 4 of this Agreement. As used herein, the term “Community Benefit” refers to all Enhanced Public Benefits set forth and described in Sections 4.4 through 4.6 of this Agreement, which are all Enhanced Public Benefits as that term is defined in the County DRRA Ordinance

P. “Frederick Digital Campus” means the data center campus, originally consisting of the ± 2,125-acre Eastalco Property shown and described on Exhibit A, which Owner has been actively developing under its unified master plan of development for CDI Uses since 2021, portions of which were placed within the Critical Digital Infrastructure Overlay Zone by Ordinance No. 26-01-001 approved by the County on January 20, 2026, and including but not limited to such lands as have received approvals for Preliminary Plan of Subdivision per the APFO LOU.

Q. “Improvements” means those improvements to be made to road, sanitary sewer (sewerage), water, stormwater, parks, electric, fiber and other facilities necessary to service the Property.

R. “Owner” means Quantum Maryland, LLC, a Delaware limited liability company, its successors and assigns in ownership of the Property.

S. “Phase” means any lot, phase, section, or portion of the Frederick Digital Campus which has received Development Approval.

T. “Planning Commission” means the Planning Commission for Frederick County Maryland.

U. “Property” means the portion of the Frederick Digital Campus which is owned by Owner as described on Exhibit C to this Agreement.

V. “Property Permits” means all building permits, grading permits, zoning certificates, use and occupancy certificates, licenses and other approvals from the County or the State of Maryland necessary to construct and operate CDI Uses on the Property.

W. “Public Improvements Agreement” or “PIA”, or "Public Works Agreement" or "PWA" means an agreement between the County and Owner providing for the construction of public infrastructure by Owner.

X. “Term” means eight (8) years after the Effective Date of this Agreement, and includes any extensions thereof approved by an amendment complying with all procedures required in this Agreement, the County DRRA Ordinance and the State Law.

Y. “Zoning Ordinance” means Chapter 1-19 of the Frederick County Code.

ARTICLE II

LEGAL BACKGROUND

FREDERICK DIGITAL CAMPUS

2.1 The parties acknowledge and agree that the Frederick Digital Campus is a master-planned data center campus containing a mix of CDI Facilities, CDI Electric Substations, and related office and accessory uses; that Owner acts as the master land planner and developer of the entire Frederick Digital Campus and has invested in excess of \$500,000,000 in developing the Frederick Digital Campus pursuant to its unified master plan of development that delivers subdivided lots approved for CDI Uses and served by public water and sewer service as well as electrical, gas and fiberoptic service to CDI Operators; that Owner is not engaged in the business of vertical construction of CDI Facilities and CDI Operators pursue and obtain the Development Approvals and Property Permits required to construct and operate CDI Facilities on finished lots within the Frederick Digital Campus.

2.2 It is the Parties’ mutual intent that on and after the execution of this Agreement and after appropriate approvals and permits have been obtained, the remaining balance of the 15 million square feet of density in the Frederick Digital Campus, 11,245,753 million square feet of CDI Uses, will be constructed on the 1,327.4-acre portion of the Eastalco Property that is owned by Owner and shown and described on Exhibit B-3, and that Owner will pursue and obtain the

necessary Development Approvals and Property Permits necessary to complete the full buildout of said 11,245,753 million square feet of CDI Uses proposed within the Frederick Digital Campus on said portion of the Property on the terms and conditions set forth in this Agreement, under the County Zoning Laws in effect on the Effective Date, and that County will timely process all of said applications for Development Approvals and Property Permits in a manner consistent with the terms and conditions set forth herein for the Term on this Agreement.

2.3 This DRRA is expressly intended to contractually bind the Owner and the County to the terms and conditions set forth herein for the development of the entire Property.

ARTICLE III

ZONING, DEVELOPMENT LIMITATIONS, PERMITS AND PLAN CONSISTENCY

3.1 Zoning and Plan Designations.

A. The current zoning of the Property is set forth on the map attached to this Agreement as Exhibit “B-3”. 818.22 ± acres of the Property are zoned General Industrial (“GI”), and 737.47 ± acres of the Property are zoned Limited Industrial (“LI”). 1,327.4± acres of the Property are within the CDI Overlay Zone. The zoning classification of the Property in force on the Effective Date, including its General Industrial and Limited Industrial classifications and its inclusion in the CDI Overlay Zone, is the zoning that governs the use, density and intensity of the Property for the Term of this Agreement under Section 1-25-9(A) of the County Code. Any County action after the Effective Date that rezones, downzones, or removes any portion of the Property from its General Industrial and Limited Industrial classifications and/or its inclusion in the CDI Overlay Zone, or that otherwise reduces or eliminates the eligibility of any portion of the Property for CDI Uses, at that density set forth herein, is a potential violation of Section 8.3 of this Agreement.

B. The current comprehensive plan designations of the Property are set forth on the Frederick County Comprehensive Land Use Plan Tax Maps (TM 85, TM 94 and TM 103) attached to this Agreement as Exhibit C-3. The portion of the Property set forth and described on Exhibit B-3 is located within the Eastalco Community Growth Boundary as shown on the Frederick County Comprehensive Plan (as updated in 2012 and 2026). By Resolution 26-01, enacted on January 20, 2026, the Frederick County Council voted to remove the portion of the Property shown and described on Exhibit C-2 from the State’s Rural Legacy Area and from the Priority Preservation Area. Removal of said portion of the Property from both the State’s Rural Legacy Area and from the Priority Preservation Area is an inherent part of the zoning structure established under Bill 25-09 and Ordinance 26-01-001 to govern CDI Uses. The County agrees that within thirty (30) days of the Effective Date, the County will use its best efforts to obtain approval from the State of Maryland for the removal of the 485-acre portion of the Property shown and described on Exhibit C-2 from the State’s Rural Legacy Area on or before January 31, 2027. The failure of the State of Maryland to approve the removal of the portion of the Property shown and described on Exhibit C-2 from the State’s Rural Legacy Area on or before January 31, 2027 shall constitute a de facto moratorium, as defined in Section 9.4 of this Agreement. In addition, any County action taken after the Effective Date that would place any portion of the Property in

the State's Rural Legacy Area or a Priority Preservation Area is a potential violation of Section 8.3 of this Agreement.

C. The Property's water and sewer classifications are set forth on the Frederick County Water and Sewer Service Area Tax Maps (TM 85, TM 94 and TM 103) attached to this Agreement as Exhibit C-4. The entire Property is included within the Water and Sewer Service Area on the current Frederick County Water and Sewerage Master Plan Atlas with current designations ranging from Planned Service to W1/S1. Any County action taken after the Effective Date that would affect the Property's water and sewer classifications in any way that reduces or eliminates the eligibility of any portion of the Property for CDI Uses is a potential violation of Section 8.3 of this Agreement.

3.2 *Frederick Digital Campus.*

A. *Background.* The current Development Approvals, including the APFO LOU, obtained by the Frederick Digital Campus allow up to 18,300,000 square feet of CDI Use. The Property is being developed with CDI Uses as governed by the Zoning Ordinance, including §§1-19-8.402 and 8.403, and the definition of CDI Uses set forth in Article XI, attached hereto and made a part hereof as Exhibit I.

B. *Development Limitations.*

1. The permissible uses on the Property include CDI Uses and all other uses permitted, by right or by special exception, under the Property's underlying zoning classifications pursuant to the Zoning Ordinance and the County Code, in particular the zoning framework contained in Bill 25-09 and Ordinance 26-01-001. The permissible uses of the Property fixed by this Agreement under Section 1-25-4(A)(5) of the County Code include all CDI Uses, at the density and intensity set out in this Agreement, and the parties agree that this permissible use does not depend on, and is not reduced by, any amendment after the Effective Date to the definition of any CDI Use, to the uses permitted in the CDI Overlay Zone, or to the standards governing those uses, such as setbacks, heights, lot-coverage, or other standard adopted after the Effective Date that would reduce the developable area or the density authorized under the Development Approvals, this Agreement or the County Zoning Laws. The Property shall be developed in accordance with, and subject to the conditions and requirements of the Development Approvals, including but not limited to, Preliminary Plan approval and all site plan approvals. Setbacks, building size and other development standards for the entire Frederick Digital Campus shall be as approved by the Planning Commission in accordance with the Development Approvals and the Zoning Ordinance, including §§1-19-8.402 and 8.403, attached hereto and made a part hereof as Exhibit I; provided that any County action after the Effective Date that narrows the definition of a CDI Use, adds a special-exception or other discretionary requirement to a CDI Use, imposes a new size, capacity, or performance limit on a CDI Use, or otherwise restricts the CDI Use of the Property is a potential violation of Section 8.3 of this Agreement.

2. Notwithstanding the current Development Approvals which allow the development of the Frederick Digital Campus with up to 18,300,000 square feet of CDI Uses, in accordance with Section 4.7(A) of this Agreement, Owner agrees to reduce the overall allowed

density of CDI Uses on the Frederick Digital Campus to no more than 15,000,000 square feet (a reduction of 3.3 million square feet), and to reduce the maximum allocation of potable water to the Property pursuant to the APFO LOU (as the same may be amended) from 1.5 million gallons/day to .3 million gallons/day upon completion of the Reclaimed Water System described in Section 6 of this Agreement. The Reclaimed Water System will be constructed to provide service of up to 5.3 million gallons per day for cooling use on the Property.

3. The maximum height for structures shall be 75 feet. No single building constructed on the Property shall exceed two million (2,000,000) square feet. The final height and square footage of all structures shall be determined by the Planning Commission at the time of preliminary plan or site development plan review process. Any County action after the Effective Date that reduces the maximum height or building size available to the Property below the standards in force on the Effective Date is a potential violation of Section 8.3 of this Agreement.

4. Once a CDI Facility has received a Certificate of Occupancy, the maximum noise emitted at any boundary line of the specific property on which the CDI Facility is located shall not exceed 55dba at any time, except as provided in § 1-19-8.402(F)(1)(e) and Section 1-19-8.403(E)(3)(e) of the Zoning Ordinance. Noise monitoring will be followed per the terms of Bill 25-05, a copy of which is attached hereto as Exhibit J. The parties acknowledge that 55 dBA is the lowest noise threshold contemplated by the Frederick County Zoning Ordinance, Section 1-19-8.402(F)(1), which permits up to 64 dBA for commercial uses and up to 70 dBA for industrial uses and applies the 55 dBA standard to residential and all other uses. The Owner's use of the Property is an industrial use that would permit up to 70 dBA, and by agreeing to the 55 dBA residential standard the Owner voluntarily accepts a noise limitation more restrictive than its zoning classification requires. Any County action after the Effective Date that imposes a noise limitation on the Property more restrictive than 55 dBA violates Section 8.3 of this Agreement.

5. Owner agrees that the development density approved for the Property in the APFO LOU (as the same may be amended) may not be transferred to or utilized on any real property that is not included within the current boundaries of the Frederick Digital Campus, as outlined on Exhibit A.

6. Owner agrees that the areas outlined on Exhibit "C-1" shall be reserved for use as Community Benefit Areas and shall not be conveyed by Owner to any third party for monetary consideration or developed by Owner for any private commercial, industrial or residential use, and portions of which may include conservation easements as described below.

7. Owner agrees that it shall subject the portion of the Property set forth on Exhibit C-5 (portions of which may include Community Benefit Areas, as described herein) to perpetual conservation easements, preserving such acres as a permanent wildlife corridor and nature reserve. Owner agrees to record such conservation easement(s) concurrent with its development of the Property, but in any event prior to the expiration of this Agreement.

C. *Other Development Approvals and Permits*

1. The County and Owner agree that, to the best of their knowledge and belief, Owner has obtained all of the permits, approvals and agreements required under the County Code that are required to construct the 3,754,247 million square feet of CDI Uses currently constructed or under construction in the Frederick Digital Campus.

2. Subject to the terms of this Agreement, the Owner shall be required to comply with all other applicable requirements of the County Code for land development of the Property, and to apply for and obtain such additional permits, approvals and agreements required thereunder, including, but not limited to preliminary plans, site improvement plans (for water, sanitary sewer, and storm drainage and sediment, and erosion control improvements), water and sewer amendments, subdivision plats, building permits, and occupancy permits. The Owner shall also be required to obtain all applicable State or federal approvals and permits in connection with the development of the Property.

3.3 *Regulation and Plan Consistency.* On _____, 2026, the Planning Commission determined whether this Agreement is consistent with the Frederick County Comprehensive Plan. The County affirms through the execution of this Agreement that this Agreement is consistent with the Frederick County Comprehensive Plan, and that the conditions, terms, restrictions, and other requirements of this Agreement are necessary to ensure that the public health, safety, and welfare of the citizens of Frederick County are protected.

ARTICLE IV
ROAD IMPROVEMENTS, SEWER IMPROVEMENTS AND ENHANCED PUBLIC
BENEFITS

4.1. *Road Improvements.* In satisfaction of APFO requirements, the Owner is required to either construct or fund the construction of certain road improvements or contribute to an escrow fund for road improvements all as is comprehensively set forth in the approved APFO LOU (as the same may be amended).

4.2, *Sewer Improvements.* Public Sewer shall be extended to the Property as provided for in the APFO LOU (as the same may be amended). The Owner will pay tap (capacity) fees in accordance with the current fee schedule in effect at the time of building permit application, and the County shall issue such tap (capacity) approvals pursuant to Maryland Env. Article 9-512 providing that capacity exists and can be sold.

4.3. *Water Improvements.* Public water shall be extended to the Property in accordance with the APFO LOU (as the same may be amended) and Section 6.3 of this Agreement. Owner will pay tap (capacity) fees in accordance with the current fee schedule in effect at the time of building permit application, and the County shall issue such tap (capacity) approvals pursuant to Maryland Env. Article 9-512, provided that capacity exists and can be sold.

4.4. *Park Land.* The Owner shall dedicate 37.7 ± acres of parkland to the County for the Adamstown Regional Park in accordance with, and as shown on, Exhibit C-1 and shall provide

improvements to be made to the Adamstown Regional Park at Owner's cost and expense in the amount of \$30,000,000 as forth in Section 4.5.B. below. The Adamstown Regional Park as improved by Owner shall be dedicated to the County prior to the expiration of this Agreement and in accordance with the terms of this Agreement and the Park MOU (hereinafter defined).

4.5. *Public/Private Site Improvements.* Owner shall provide funding to the County to be used for the following public improvements:

A. Thirty Million Dollars (\$30,000,000) shall be delivered to the County for the design and construction of renovations to Carroll Manor Elementary School. Five Million Dollars (\$5,000,000) shall be provided within sixty (60) days of the Effective Date for design and engineering, with the balance (\$25,000,000) to be delivered within sixty (60) days of the date that all construction plans have been finally approved by all governmental authorities having jurisdiction over Carroll Manor Elementary School.

B. Owner shall provide the land for and shall design and construct a newly established Adamstown Regional Park as set forth in Section 4.4. above. Owner shall not spend more than \$30,000,000 for these improvements to the Adamstown Regional Park. If Owner's actual cost to construct the improvements is less than \$30,000,000, Owner will deliver the remaining balance to the Frederick County Parks Department (i.e. – if the total actual costs to Owner to design, construct and install the improvements are \$28,000,000, Owner will pay the additional \$2,000,000 to the Frederick County Parks Department). Owner will submit plans for the Adamstown Regional Park within nine (9) months of the Effective Date (or as provided for in the Park MOU) and commence construction of the improvements within ninety (90) days of improvement plan approval. The Parties shall execute a separate Memorandum of Understanding (the "Park MOU") within six (6) months of the Effective Date, which shall establish and control the rights and responsibilities of the Parties with respect to the development of the Adamstown Regional Park. The parties agree that the Park MOU shall be the prevailing document with respect to the design, development and conveyance of the Adamstown Regional Park. In the event that any provision of the Park MOU conflicts with any provision of this Agreement, the Park MOU shall be the prevailing document. The Park MOU may be amended by the parties hereto without amending this Agreement.

C. Owner shall enter into a separate Memorandum of Understanding (the "RC MOU") with the County and/or the Carroll Manor Youth Recreation Council within six (6) months of the Effective Date, pursuant to which Owner shall agree to construct up to Ten Million Dollars (\$10,000,000) of improvements to facilities located on land which is owned and operated by the Carroll Manor Youth Recreation Council; provided however, that if Carroll Manor Youth Recreation Council shall refuse, for any reason, to enter into the RC MOU or if the parties to the RC MOU should be unable to reach mutual agreement on the terms and conditions of the RC MOU, then Owner shall have the right to deliver the sum of Ten Million Dollars (\$10,000,000) to the County, in full satisfaction of its requirement hereunder. The RC MOU shall establish and control the rights and responsibilities of Owner with respect to the development and construction of these improvements. The parties agree that the RC MOU shall be the prevailing document with respect to the design, construction and installation of improvements for the benefit of the Carroll

Manor Youth Recreation Council. In the event that any provision of the RC MOU conflicts with any provision of this Agreement, the RC MOU shall be the prevailing document.

D. Owner shall enter into a separate Memorandum of Understanding (the "Solar MOU") with the County within twelve (12) months of the Effective Date, pursuant to which Owner shall agree to spend up to Five Million Dollars (\$5,000,000) to establish a community solar program on a portion of the Property identified on Exhibit B-3 to this Agreement. The Solar MOU shall establish and control the rights and responsibilities of the Parties with respect to the community solar program. The parties agree that the Solar MOU shall be the prevailing document with respect to the design, ownership, and implementation of the community solar program. In the event that any provision of the Solar MOU conflicts with any provision of this Agreement, the Solar MOU shall be the prevailing document. The Solar MOU may be amended by the parties hereto without amending this Agreement.

E. Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) shall be delivered to the County for a Workforce Development Training Center. Two Million Dollars (\$2,000,000) shall be delivered within sixty (60) days of the Effective Date and the remaining Twelve Million Five Hundred Thousand Dollars (\$12,500,000) will be delivered within sixty (60) days of the date that all construction plans have been finally approved by all governmental authorities having jurisdiction over the Workforce Development Training Center.

F. One Million Dollars (\$1,000,000) shall be delivered to the County within sixty (60) days of the Effective Date to purchase a new Carroll Manor Fire Department engine. If the engine costs less than One Million Dollars, any excess may be used by Carroll Manor Fire Department for training or for purchasing other equipment.

G. Owner shall deliver Ten Million Five Hundred Thousand Dollars (\$10,500,000) to the County within sixty (60) days of the Effective Date to purchase agricultural preservation easements on approximately 1,312 acres of land.

H. Owner shall construct and install the perimeter berming and hiker/biker trails described and conceptually shown on Exhibits C-6 and C-7 to this Agreement at a cost to Owner of approximately Ten Million Dollars (\$10,000,000). Owner shall submit improvement plans for the perimeter landscape and berming within ninety (90) days of the Effective Date and commence construction within ninety (90) days of improvement plan approval. The hiker-biker trail along New Design Road, south of Manor Woods Road, shall be constructed concurrently with the associated lot development in this section of the Property, but in no case less than two (2) years from the Effective Date (subject to any delays by the County in approving the plans), and the hiker-biker trail along New Design Road, north of Manor Woods Road, shall be constructed concurrently with the planned force main improvement construction in this section of the Property. As Owner is providing the construction of these improvements, if the cost of such construction comes in below Ten Million Dollars, there shall not be any re-allocation of any excess amount for any other purpose.

4.6. *Non-monetary commitments.*

A. Notwithstanding the applicable provisions of the Development Approvals, which permit the development of the Frederick Digital Campus (inclusive of the Property) for CDI Uses, Owner agrees to reduce the allowed developable density of CDI Uses within the Frederick Digital Campus from 18,300,000 square feet of to 15,000,000 square feet and to transfer, dedicate and/or convey the land shown on Exhibit C-1 to be used for Community Benefit uses as approved by the County. The parties acknowledge and agree that said 15,000,000 square feet of CDI density does not include any density required in connection with a Community Benefit described in Sections 4.4 through 4.5 above, and all Development Approvals and/or Property Permits required in order to establish a use on or to construct and/or install improvements on a Community Benefit Area shall be pursued and obtained separate and apart from this Agreement and shall have no impact on the Development Approvals and/or Property Permits obtained or to be obtained in connection with the complete build out of the Frederick Digital Campus.

B. Owner agrees that the Development Approvals for the Property shall establish a permanent nature reserve and animal habitat along the Tuscarora Stream Valley, as well as the Horsehead Run Community Benefit Area identified on Exhibit C-5, by subjecting approximately 433 acres of the Property to conservation easement(s), as conceptually shown on Exhibit C-5. Owner agrees to record such conservation easement(s) concurrent with its development of the Property, but in any event prior to the expiration of this Agreement.

C. Owner agrees that it will publicly support and offer oral or written testimony at public hearings and/or meetings conducted by the Maryland Legislature (including any committees or subcommittees thereof) in connection with future legislative efforts to institute enabling legislation that would create a business personal property tax on CDI Uses in the County at tax rates consistent with industry norms.

D. Owner covenants and agrees that it shall not seek approval of any amendment to the APFO LOU that adds real property that is not part of the Property set forth on Exhibit A to the Frederick Digital Campus.

4.7. *Enhanced Public Benefits.* The items found in Sections 4.4 through 4.6 above, shall be deemed to be Enhanced Public Benefits as defined in as defined in §1-25-1 of the County Code. The Parties agree that notwithstanding the individual funding amounts identified for each Community Benefit described in Sections 4.4 through 4.6 above, the County shall have the unilateral right, without the need to obtain the consent of Owner or to amend this Agreement, to allocate and re-allocate funds received from Owner pursuant to this Agreement by and between any one or more of such Community Benefits, at its sole discretion. The parties further agree that any provision of this Agreement to the contrary notwithstanding, Owner shall have no obligation to provide any Community Benefit, specifically including but not limited to delivering the non-monetary commitments described in Section 4.6 above, unless and until sixty (60) days following the date that Owner obtains Development Approval for a Third Amended and Restated APFO LOU, as described in Section 6.1 of this Agreement.

ARTICLE V
RIGHT-OF-WAY FOR PUBLIC INFRASTRUCTURE

5.1 In the event that any public infrastructure improvement, including but not limited to water, sewer, roadway, and stormwater improvements, required to be constructed by Owner under a Development Approval or by this Agreement will require the acquisition of public right-of-way from third-party property owners, Owner shall exercise good faith efforts to secure such right-of-way without the assistance of the County, in an amount not to exceed Two Million Dollars (\$2,000,000). Owner's good faith efforts to acquire such right of way shall be indicated by Owner's:

A. Preparation of construction plans showing all grading and improvements required to construct the public infrastructure improvement, including associated utilities;

B. Preparation of an exhibit defining specific right of way or easement needs and the size of the right of way or easements to be acquired;

C. Contacting property owner(s) to attempt to obtain, by purchase or otherwise, the voluntary deeding of the necessary right of way or granting of the necessary easements; and

D. Continued communications with property owner(s) up to the point of impasse; an impasse shall be reached when the Owner demonstrates to the County that the right of way or easements cannot be obtained despite the Owner's commercially reasonable good faith efforts to do so, such declaration of impasse to be agreed to and approved by the County, such agreement and approval not to be unreasonably withheld.

5.2 In the event an impasse is reached, the Owner may request that the County assist in the acquisition of the needed right of way or easements at the Owner's sole cost and expense. If the Owner's request is approved (which approval shall not be unreasonably withheld), the County shall have two (2) years to acquire the needed right-of-way or easements. The Owner shall provide such funds in an appropriate amount as is specified by the County to cover the cost of acquisition of the subject right of way or easements, and the County shall be entitled to utilize such funds to pay for the costs of the acquisition of the right of way or easements through and including the use of its eminent domain authority. If additional funds are needed to acquire the right of way or easements, the Owner shall provide such additional funds until the right of way or easements are secured. In the event that additional right of way or easements are desired for improvements over and above that necessitated by the impacts generated by the Property, the cost of any acquisition of any such right of way or easements shall be the obligation of the County.

5.3 In the event the County decides not to acquire the right of way or easements, or if the two (2) years has elapsed, the Owner shall be permitted to continue with development of the Property notwithstanding the County's decision, provided that the Owner then pays to the County the estimated cost to acquire the right of way or easements, up to the \$2,000,000 limit set forth in Section 5.1, above, and the amount estimated to cover all other costs of completing the necessary

public infrastructure improvement, including but not limited to its cost of design, engineering, construction, utility relocation, and inspection, in lieu of constructing the public infrastructure improvements. Nothing herein shall be deemed to compel the County to acquire right of way or easements or to complete road improvements as might be requested by Owner; likewise, assuming the Owner has complied with the obligations set forth above, nothing herein shall be deemed to require the Owner to delay or cease progress of the development of the Property in the event the County declines to acquire the right of way or easements necessary to complete the public infrastructure improvements associated with the Property.

5.4. If the acquisition of public right of way is required in order to construct any improvement set forth in Section 4.5 of this Agreement, the cost of right of way acquisition shall be included in and deemed a portion of the funding amounts being provided by Owner as more particularly set forth in the applicable subsection of Section 4.5.

ARTICLE VI

DEVELOPMENT REVIEW

6.1 *Timely Submission of APFO Amendment; Other Submissions.* In accordance with Sections 4.6 and 6.3 of this Agreement, Owner shall prepare and submit an application to amend and restate the APFO LOU for the purpose of adding the 1,327.4-acre portion of the Property set forth on Exhibit B-3 to this Agreement, to reduce the approved density of the Frederick Digital Campus from 18,300,000 square feet to 15,000,000 square feet, and to provide for the design and construction of the Reclaimed Water System (hereinafter defined) by the County as a developer-funded capital improvement project. The Owner also agrees to use its best efforts to submit complete and succinct plans and documents for the remaining Development Approvals and Property Permits as required per County codes, ordinances or other policies and procedures in a timely manner.

6.2 County Development Review.

A. The County agrees to use reasonable efforts to ensure that all remaining Development Approvals and Property Permits for the Property, including but not limited to, preliminary plan approvals, site development plan approvals, final subdivision and final improvement plan reviews, water and sewer plan amendments and approvals, APFO approvals, grading permits, building permits and specifically including any and all revisions or amendments to approved Development Approvals and/or Property Permits, and are performed in a succinct, timely manner, without unreasonable delay, consistent with the County's development and engineering review and approval process, all in a non-discriminatory manner consistent with the County's treatment of other similarly-situated development projects.

B. The County specifically agrees not to intentionally hinder or impede Owner's efforts to obtain all Development Approvals and Property Permits necessary to complete the development of Frederick Digital Campus with 15,000,000 square feet of CDI Uses. Consistent with the spirit and intent of this Agreement, so long as Owner timely submits a complete, duly-executed application containing all required information and supporting documentation required in order to obtain a Development Approval and/or Property Permits, and

so long as the Owner provides timely responses to staff comments and questions, the County agrees that during the Term of this Agreement, no County agency, department, division, subdivision, commission, committee, officer, or employee, and no other individual or entity that is part of the County government and structure, will unreasonably deny or recommend denial of any application or permit for the Property, provided the same comply with the County Zoning Laws in force on the Effective Date and any other applicable County laws and/or is otherwise consistent with the terms and conditions of this Agreement.

6.3 *Design, Construction, and Operation of Reclaimed Water System.*

A. Section 1 of the APFO LOU notwithstanding, the parties have agreed to cooperate on the design and construction of a public wastewater effluent supply system for use as cooling water to support Phase II and any and all future Phases of the Frederick Digital Campus (the “Reclaimed Water System”). A separate Memorandum of Understanding (the “Reclaimed Water MOU”) shall be executed by the County and Owner within six (6) months of the Effective Date, which shall establish and control the rights and responsibilities of the Parties with respect to the Reclaimed Water System. The parties agree that the Reclaimed Water MOU shall be the prevailing document with respect to the design and construction of the Reclaimed Water System. In the event that any provision of the Reclaimed Water MOU conflicts with any provision of this Agreement, the Reclaimed Water MOU shall be the prevailing document. The Reclaimed Water MOU may be amended by the parties hereto without amending this Agreement. The Reclaimed Water MOU shall include the following among its terms and conditions:

1. The Reclaimed Water System will be constructed by the County, as a developer-funded capital improvement project. The parties acknowledge and agree that the Reclaimed Water System may be designed and/or constructed in phases and/or subphases. The County acknowledges that time is of the essence with regard to the design and construction of the Reclaimed Water System. The County shall deploy all reasonable commercial efforts to design, permit, and construct the Reclaimed Water System, such that it is fully operational and capable of providing cooling water service to the Property, no later than the date on which Owner completes construction of the replacement Quantum Frederick Sewage Pump Station (QFSPS), as described in Section II.D.1 of the APFO LOU (as the same may be amended).

2. Owner agrees to fund the actual cost incurred by the County to design, permit, construct and inspect the Reclaimed Water System to the point of becoming operational, including without limitation, engineering and design fees, permitting fees, construction and contractor costs, materials, inspection fees, legal fees directly related to the Reclaimed Water System, and other reasonable and necessary costs incurred by the County in connection therewith. The County shall submit to Owner, no less frequently than quarterly, an invoice itemizing all costs incurred in connection with the design, engineering, permitting, construction, inspection, and administration of the Reclaimed Water System, together with reasonably supporting documentation. At Owner’s reasonable request, the County shall make available for Owner’s review and audit all books, records, contracts, and invoices relating to costs of the Reclaimed Water System. Owner shall pay each such invoice within sixty (60) days of receipt.

3. The County shall prepare a preliminary design and construction schedule for the Reclaimed Water System identifying each major milestone in the design, permitting, and construction of the Reclaimed Water System, together with the estimated reimbursable cost associated with each such milestone for inclusion in the Reclaimed Water MOU.

4. The Reclaimed Water MOU shall require the County to provide Owner with progress updates no less frequently than quarterly, and to promptly notify Owner in writing of any material deviations from the schedule or the estimated reimbursable cost, including the reason for such deviation and its anticipated effect, if any, on the County's ability to meet the completion deadline.

5. County acknowledges and agrees that Owner may be entitled to reimbursement for a portion of said costs, pursuant to Sections 4 and 11 of the Frederick County Water and Sewer Regulations through water and sewer capacity fee credits issued at the time of building permit application, if the Reclaimed Water System is designed or sized to serve surrounding properties.

6. Owner agrees to fully cooperate with and assist the County, as reasonably requested, in connection with the design, permitting, and construction of the Reclaimed Water System, including providing access to the Property, granting any necessary easements, and furnishing information reasonably required for the County to obtain approvals or permits from other jurisdictions or outside agencies.

7. The County acknowledges and agrees that compliance with the obligations contained in the Reclaimed Water MOU by Owner shall satisfy, in its entirety, Owner's requirements under Section II(C)(1) and II(C)(3) of the APFO LOU (as the same may be amended).

B. Relinquishment of Potable Water Allocation as Consideration.

1. The APFO LOU states "Water and Sewer Phase 1 consists of lots whose total (combined) domestic potable maximum day water demand does not exceed 0.2 million gallons per day and whose total (combined) potable cooling water demand does not exceed a maximum day cooling demand of 1.3 mgd". As consideration for the County's design and construction of the Reclaimed Water System and in reliance on the County's obligation to make that system operational under Section 6.3.A, Owner shall relinquish to the County 1.2 million gallons per day of that maximum day cooling demand, supplied by the potable water system, upon the Reclaimed Water System becoming fully operational and capable of providing cooling water service to the Property with a total capacity of 5.0 MGD of reclaimed water for cooling purposes and 0.3 MGD of potable water for domestic demand.

2. The parties agree that this relinquishment is a material part of the consideration for the Reclaimed Water System, that it is earned by and conditioned on the County's performance of its Reclaimed Water System obligations, and that the relinquished allocation reverts to Owner if the County's failure to make the Reclaimed Water System operational prevents the Property from receiving cooling water service, or prevents the Property

from receiving full agreed upon cooling water capacity set forth in the APFO LOU. A County action that reduces, reallocates, or impairs Owner's potable water allocation before the Reclaimed Water System is operational, or that reallocates the relinquished allocation in a manner that impairs the development of the Property, is a potential violation of Section 8.3 of this Agreement.

C. *Potomac River Low Flow Allocation Agreement; Water Use Restrictions.*

1. The parties acknowledge that the operation of CDI Uses at Frederick Digital Campus, including any cooling towers, storage tanks or similar equipment utilizing the Reclaimed Water System, results in "consumptive water use," as that term is defined in the Code of Maryland Regulations 26.17.07, regardless of whether the water supplied to such cooling systems is potable water withdrawn from the Potomac River or reclaimed water derived from the Reclaimed Water System that would otherwise be discharged to the Potomac River. Thus, cooling operations in connection with CDI Uses at the Frederick Digital Campus may be subject to the low flow augmentation and water use restriction requirements described in COMAR 26.17.07 (as the same may be amended from time to time).

2. The County agrees, to the best of its ability, to cooperate with Owner and to deploy all reasonable commercial efforts to avoid or minimize any disruption to the normal business operations of CDI Facilities located within Frederick Digital Campus that result from the application of COMAR 26.17.07 (as the same may be amended from time to time) to the water and cooling operations located within the Frederick Digital Campus, including but not limited to: (i) securing and maintaining low flow augmentation storage sufficient to accommodate the Frederick Digital Campus' consumptive water use; (ii) coordinating with the Maryland Department of the Environment regarding the calculation and provision of any required low flow augmentation; (iii) providing Owner with prompt written notice of any restriction, curtailment, or directive issued by MDE that may affect the availability of potable or reclaimed water to the Frederick Digital Campus; and (iv) cooperating with Owner to identify and implement operational measures to maintain continuity of the Frederick Digital Campus' cooling operations during any period of water use restriction.

3. Owner acknowledges that nothing in this Section 6.3 shall be construed to guarantee an uninterrupted supply of water during a declared low flow restriction period, nor to relieve the Frederick Digital Campus from complying with any restriction lawfully imposed under COMAR 26.17.07 (as the same may be amended from time to time).

6.4 *Density and Infrastructure Capacity.* County acknowledges that Owner is the developer of the Frederick Digital Campus and agrees that the maximum development density of the Frederick Digital Campus, of 15,000,000 square feet of CDI Uses, as well as all allocations of water, sewer and roadway trips described in the APFO LOU (as the same may be amended) are allocated to and usable by and only by Owner. Owner shall notify County of any transfer of land within the Frederick Digital Campus to a third-party. The County agrees that it shall not, without first obtaining the consent of Owner, allocate any density attributable to the Frederick Digital Campus under this Agreement or any infrastructure capacity (traffic trips or water/sewer) described in the APFO LOU (as the same may be amended) or this Agreement to any CDI Operator, third-party owner, contract purchaser, or developer of any lot or phase (including but

not limited to future re-subdivisions of lots or amendments to approved site plans for existing or future lots) within the Frederick Digital Campus. Any County action that reduces or impairs the density or the water, sewer, or roadway-trips described in the APFO LOU and this Section is potentially a violation of Section 8.3 of this Agreement.

6.5 *County to Defend Determinations.*

A. If any party, whether aggrieved or not, files an appeal with the Board of Appeals, the Circuit Court for Frederick County, or any other adjudicatory entity, or otherwise makes a demand or initiates any appeal, petition for judicial review, claim for mandamus, claim for injunctive relief, or any other claim, action, demand, objection, opposition, protest, proceeding, or cause of action of any kind arising directly or indirectly out of the Property, the Development Approvals, the Property Permits or this Agreement, the County agrees to defend its approval of the same (collectively, the “Defense Efforts”). The County agrees that it will bear the cost and expense of its Defense Efforts.

B. Owner agrees to reasonably assist the County in its Defense Efforts at all times, and will lead the Defense Efforts with regard to any issue of standing raised as to a third-party claim.

C. Owner expressly reserves, and does not waive, its right to fully participate in any administrative or judicial review process or litigation, including by proceeding with any administrative remedy or other litigation concurrent with the County’s participation and beyond the scope of the County’s Defense Efforts.

ARTICLE VII

SURVIVAL AND TRANSFER OF OBLIGATION

7.1 *Nature, Survival, and Transfer of Obligations.* The Owner agrees that this Agreement shall be binding upon it, its successors and assigns, and upon any and all successor owners of record of all or any portion of the Property. To assure that all such successors, assigns, and successor owners have notice of the Agreement and the obligations created by it, the Owner agrees that is shall:

A. Have this Agreement recorded among the Land Records of Frederick County within twenty (20) days after the Effective Date of this Agreement; and,

B. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into after the Effective Date of this Agreement for the sale of all or any portion of the Property.

7.2 *Binding Upon Successors and Assigns of the County.* The County agrees that, to the extent allowed by applicable law, the obligations assumed by it under this Agreement shall be binding on it, its agencies, departments, divisions, subdivisions, commissions, committees,

officers, employees, and all other individuals and entities that are part of the County government and structure and its and their respective successors and assigns.

7.3 *Owner's Right to Transfer or Assign Rights and Duties.* The parties agree that Owner shall have the right to transfer or assign, in whole or in part, to any other person, corporate entity or association, its rights and obligations under this Agreement and/or any Development Approval or Property Permit, after obtaining written approval from the County, which shall not be unreasonably withheld or delayed. No such transfer shall be deemed to arise by implication, but shall be effective only if it is in a written instrument recorded among the Land Records which is signed by Owner and includes an assumption by the assignee or transferee of all of the rights and obligations transferred therein. Owner shall promptly notify the County before Owner transfers or assigns any of its rights and obligations under this Agreement and/or any Development Approval by providing a draft copy of the document of transfer signed by all parties.

7.4 *Reservation of Rights.* The County acknowledges that prior to the Effective Date, Owner asserted, in writing, that its right to develop the Property (or portions thereof) had vested as a matter of Maryland law by virtue of having obtained the Development Approvals described in Article III for the master-planned Frederick Digital Campus, and having commenced and/or completed the physical construction of the water, sewer, fiber and electrical infrastructure necessary to serve the CDI facilities constructed or to be constructed on the Property. Owner has agreed to forgo asserting any claims relating to vested rights during the Term of this Agreement, provided that County agrees that nothing in this Agreement waives, limits, or prejudices Owner's right to seek a declaration, in the event of a moratorium or a breach, suspension, or termination of this Agreement, that i) Owner's right to develop and use the portion of the Property described on Exhibit A-1 for CDI Uses at the density approved under the APFO LOU (as the same may be amended) vested before the County Council enacted Ordinance 26-01-001; ii) that Owner has vested its zoning and its right to establish CDI Uses on any other lot, section or phase of within the Frederick Digital Campus for which Owner hereinafter commences and/or completes the physical construction of the water, sewer, fiber and electrical infrastructure necessary to serve the CDI facilities constructed or to be constructed on said portion of the Property and/or iii) that the provisions of Section 1-25-9 (A) and (C) of the County Code impermissibly restrict the scope of a DRRA in violation of Maryland law on preemption.

Nothing herein shall be construed as an admission by the County of liability or fault. The County takes no position on Owner's legal assertions with respect to Owner's reserved rights and the County reserves the right to raise any and all defenses to the claims Owner reserves in this Section, with the sole exception that County agrees not to assert that Owner has waived its right to seek such declaration on the grounds of limitations, laches, waiver, or delay.

ARTICLE VIII

BREACH AND REMEDIES

8.1. *Breach by Owner.* If the Owner shall fail or refuse to perform its obligations as required, then, after sixty (60) days from receipt of written notice provided to the Owner by the

County indicating the nature of the default, and if the Owner has not cured the default, the County may, within 120 days following a notice to cure, seek and obtain equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction. Should the remedies of specific performance or injunction not be available to the County because of actions of Owner, then the County shall be entitled to bring a legal action for damages.

8.2. *Breach by County.* If the County breaches its covenants or agreements hereunder, including, without limitation, its obligations under Sections 3.1, 6.2 through 6.5, and 9.1 hereof and including the imposition of any de facto moratorium (as hereinafter defined in Section 9.4), then, after sixty (60) days from receipt of written notice provided to the County by the Owner indicating the nature of the default, and if the County has not cured the default, the Owner shall have the right to pursue any of the following remedies, in its sole and absolute discretion: 1) seek and obtain equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance, writ of mandamus, or an injunction; 2) terminate this Agreement by notifying County thereof, in which case, County shall reimburse Owner for the monetary value of all Community Benefits delivered prior to the date of default and reimburse Owner for all reasonable actual out-of-pocket third party expenses reasonably and directly incurred in connection with the development of the Property prior to the date of the breach, and thereafter neither party hereto shall have any further rights or obligations hereunder, and 3) bring a legal action for actual and consequential damages, together with attorneys' fees and costs, which damages shall specifically include but not be limited to the value of all Community Benefits delivered by Owner through the date of the breach (adjusted for inflation), the value of all non-monetary benefits conferred by Owner pursuant to Article 4 through the date of the breach, and an amount equal to the reduction in the market value of the Property resulting from or attributable, in whole or in part, to the breach.

8.3. *Impairing Actions.* Any County action, whether legislative, regulatory, or administrative that reduces the density, intensity, or developable area authorized for the Property, removes or downgrades the CDI-eligible zoning or the water or sewer service classification of any portion of the Property, places any portion of the Property in a Priority Preservation Area or a Rural Legacy Area, amends the comprehensive plan as applied to the Property, characterizes any permitted integral use as a nuisance or a prohibited use, narrows the definition of a CDI Use, adds a special-exception or other discretionary requirement to a CDI Use, imposes a new size, capacity, or performance limit on a CDI Use, removes or restricts the CDI Use of any portion of the Property, or otherwise materially reduces the feasibility or density of CDI Uses on the Property shall constitute a breach under Section 8.2, and Owner may seek any and all of the remedies provided therein. In the case of a breach under this section, every deadline and time-based obligation of Owner under this Agreement, under the APFO LOU (as the same may be amended), and under any Development Approval and/or Property Permit is tolled and extended day for day from the date of the Impairing Action until the date the County rescinds it or the Impairing Action otherwise ceases to affect the Property. The rights and remedies in this Section are cumulative and do not limit any other right or remedy of Owner under this Agreement or applicable law, including Owner's right to seek relief in accordance with Section 8.2 above. This Section does not limit the authority of the County Council or the County to legislate or enact rules, regulations or policies to protect the general health, safety and welfare of residents of the County, or any part thereof. It

instead fixes the consequences if certain terms of development that the parties have agreed on pursuant to Section 1-25-4 of the County Code, are impaired by County action during the Term of this Agreement.

8.4 *Expedited Non-Binding Arbitration.*

A. Any dispute, claim, or controversy arising out of or relating to a claim for damages arising under Section 8.2 of this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof shall, as a condition precedent to the commencement of litigation, first be submitted to non-binding arbitration before a single arbitrator in Frederick County, Maryland, administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, as modified by this Section. In the event of any conflict between the JAMS rules and this Section, this Section controls, and the parties waive any inconsistent provision of such rules.

B. *Schedule.* The arbitrator shall be appointed within ten (10) days after the commencement of the non-binding arbitration. There shall be no discovery except that each party shall serve on the other, no later than ten (10) days before the hearing, copies of the documents on which it intends to rely. The hearing shall be held within forty-five (45) days after the commencement of the non-binding arbitration and shall not exceed one (1) day. The arbitrator shall issue a written decision within fourteen (14) days after the close of the hearing. If for any reason the arbitration has not concluded with a written decision within sixty (60) days after the commencement of the non-binding arbitration, either party may proceed under Section D below, whether or not a decision has been or is later issued.

C. *Non-Binding Effect; Confidentiality.* The arbitrator's decision shall not be binding on either party. The non-binding arbitration proceeding, all submissions and statements made therein, and the arbitrator's decision shall be treated as confidential compromise negotiations, shall not be binding, admissible, or referred to for any purpose in any subsequent proceeding, and shall not constitute an admission by either party.

D. *Litigation.* If a dispute is not fully resolved pursuant to Section 8.3(A)–(C) above, either party may pursue any and all rights and remedies in the Circuit Court for Frederick County, Maryland, which shall have exclusive jurisdiction over any such action, and each party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection based on forum non conveniens.

E. *Preservation of Rights.* Nothing in this Section 8.4 shall preclude either party from seeking temporary, preliminary, or other provisional or injunctive relief from a court described in Section 8.5 at any time for matters which are not claims for damages subject to this Section 8.4. All applicable statutes of limitations and defenses based on the passage of time shall be tolled from the date of the demand until thirty (30) days after the conclusion of the arbitration process described in this Section.

F. *Fees.* Each party shall bear its own attorneys' fees and costs in the non-binding arbitration, and the fees and costs of JAMS and the arbitrator shall be borne equally by the parties.

8.5. *Jurisdiction and Venue.* Jurisdiction and venue for any proceedings brought with respect to this Agreement shall be in the Circuit Court for Frederick County, Maryland. Owner does hereby waive trial by jury connection with any proceedings brought to enforce the terms of this Agreement.

ARTICLE IX
EFFECT OF DEVELOPMENT REGULATIONS

9.1 *Effect of Agreement.*

A. Except as otherwise provided in this Agreement, the County Zoning Laws, shall be the County Zoning Laws in force on the Effective Date.

B. Under Section 1-25-9(B) of the County Code, the County may apply to the Property a local zoning law, rule, regulation, or policy governing use, density, or intensity that is enacted after the Effective Date only if the County determines that compliance is essential to ensure the health, safety, or welfare of all or part of Frederick County. The parties agree that, in making that determination, the County will act on a good faith, County-wide, generally applicable basis, will not single out the Frederick Digital Campus or the Property, and will impose no greater restriction than the health or safety condition requires. Any County action that impairs the development of the Property, whether or not it is a County Zoning Law, is governed by Section 8.3 of this Agreement.

C. The County acknowledges that, but for its commitment to “freeze” County Zoning Laws and to set forth in this Agreement the binding terms and conditions upon which the County will permit Owner’s development of the Frederick Digital Campus with 15,000,000 square feet of CDI Uses to proceed, unimpeded for the Term of this Agreement, the Owner would not provide the Enhanced Public Benefits set forth herein. The County further acknowledges that Owner has already made substantial capital investments in developing the Frederick Digital Campus for CDI Uses, including the campus-wide fiber network, the water and sewer systems engineered for data center cooling, and the electric substations, and that, in reliance on the County’s commitments, as set forth in this Agreement, Owner will undertake further substantial capital investments in developing the Property for CDI Uses.

9.2 *Approvals Required.* Owner shall obtain all approvals necessary under any provision of local, state or federal law before proceeding with development of the Frederick Digital Campus. Notwithstanding anything to the contrary contained herein, this Agreement does not control or affect laws, regulations or approvals which are not within the control of the County. This Agreement does not address any approvals required by State or federal law and Owner shall be responsible for obtaining any approvals required by State or federal law.

9.3 *Fees.* The Owner shall pay all fees (specifically including but not limited to impact fees and water and sewer capacity fees) required by the County at the rate in effect at the time the fee is due.

9.4 *Moratorium.* In the event that a “moratorium” (as hereinafter defined) is imposed, then Owner's obligation to dedicate, design, construct, install, fund or post financial guarantees for (a) the infrastructure improvements required pursuant to any Development Approval in accordance with the phasing requirements set forth in the APFO LOU (as the same may be amended), (b) the infrastructure improvements described in this Agreement, (c) the Community Benefits described in this Agreement and (d) the parkland dedications and improvements described in this Agreement shall be immediately suspended and any deadline concerning Owner's obligation shall be extended for one (1) additional day for each day during which such moratorium exists. Owner shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, penalties or delay in construction, or issuance of zoning certificates or building permits as a result of the moratorium. The term “moratorium” shall mean the implementation or declaration by the United States Government, State of Maryland, Frederick County, and/or any agency, department, division and/or branch thereof for purposes of imposing a limitation, prohibition, restriction and/or phasing upon the review, recording, development and/or construction upon lots in the Frederick Digital Campus as intended by Owner, or a de facto moratorium imposed by any applicable governmental authority with jurisdiction over the Property which has the effect of preventing the Owner from recording lots or obtaining any site plan, improvement plan, zoning certificate, building permit or other Development Approval which is required to develop the Property with a CDI Use, and which is deemed by the applicable governmental authority to be essential to ensure the public health, safety, and welfare of County residents as determined above. Nothing in this Agreement shall be interpreted as exempting Owner from compliance with laws, regulations, and policies of the County or the State, including, without limitation, those of the Maryland Department of the Environment or the Frederick County Division of Utilities and Solid Waste Management concerning the allocation or adequacy of water and sewer and related matters. Should any moratorium or moratoria caused by the County (including any agency, department, division or branch thereof) last more than ninety (90) days in the aggregate, Owner shall be entitled to a return of all funding provided to the County pursuant to Sections 4.5 and 4.6 of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 *Time of Essence.* Time is of the essence in the performance of all terms and provisions of this Agreement.

10.2 *Term.* This Agreement shall constitute covenants running with the land and shall run with and bind the Property so long as the Frederick Digital Campus is under construction and/or development, but in any event this Agreement shall be void eight (8) years after the Effective Date of this Agreement, unless extended by an amendment complying with all procedures required in this Agreement, the County DRRA Ordinance and the state Law.

10.3 *Notices.* All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed,

postage prepaid, certified or registered mail return receipt requested, at the address set forth below, or (3) upon receipt if sent by telecopier numbers est forth below.

Notice and communications to the Owner shall be addressed, and delivered at, the following address:

Quantum Maryland, LLC
Attn: Michael Kuykendall
20251 Century Boulevard, Suite 170
Germantown, Maryland 20874 5875

With a copy to:
Bruce N. Dean, Esquire
McCurdy, Dean & Graditor, LLC
Suite 130
31 West Patrick Street
Frederick, Maryland 21701

Notices and communications to County shall be addressed to, and delivered at, the following:

Office of the County Executive
12 E. Church Street
Frederick, Maryland 21701
Attn: Chief Administrative Officer
Telephone: (301) 600-1100
With a copy to:

County Attorney
12 E. Church Street
Frederick, Maryland 21701
Telephone: (301) 600-1030

Director, Division of Planning and Permitting
30 N. Market Street
Frederick, Maryland 21701
Telephone: (301) 600-2028

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10.4 *Amendments.* The parties to this Agreement may amend the Agreement by mutual consent after the County holds a public hearing and complies with all applicable laws concerning amendment of a DRRA. All amendments to this Agreement shall be in writing and shall be executed by the County and the Owner.

10.5 *Termination or Suspension.* The parties to this Agreement may terminate or suspend the Agreement by mutual consent after both parties comply with all applicable laws concerning termination or suspension of a DRRA. If the County determines that a suspension or termination

is essential to ensure the public health, safety or welfare (exercising the same standards as prescribed in Section 9.1B above, the County may suspend or terminate this Agreement following a public hearing. Any such unilateral termination of this Agreement by the County shall not in any way affect the validity of any Development Approvals and/or Property Permits which have been obtained for the Frederick Digital Campus at the time of termination, including, but not limited to, APFO approvals. A unilateral suspension or termination by the County is an Impairing Action under Section 8.3, and the consequences for breach, including revival of Owner's reserved claims apply. The freeze of the County Zoning Laws governing the Property remain in effect while any judicial review of the suspension or termination is pending.

10.6 *Authority to Execute.* The County hereby acknowledges and agrees that all required notices, meetings, and hearings have been properly given and held by the County with respect to the approval of this Agreement and the County and the Owner agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The County hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so. The Owner hereby warrants and represents to the County (1) that it is the fee simple, record owner of the Property, (2) that it has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, and (3) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

10.7 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

10.8 *Consent to Jurisdiction.* The parties irrevocably consent to the jurisdiction of the Circuit Court of and for Frederick County, Maryland or any federal court sitting in the District of Maryland.

10.9 *Remedies Cumulative.* Each right, power and remedy of a party provided for in this Agreement, or any other agreement between the parties, now or hereafter existing, shall be cumulative and concurrent and in addition to every other right, power, and remedy provided for in this Agreement or any other agreement between the parties, now or hereafter existing.

10.10 *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, except that this Agreement shall become immediately voidable by Owner if the provisions of Sections 3.1B, 3.2B, 4.7, 6.2, 6.3, 6.4, 9.1, 9.4 or 9.5 are, for any reason, held invalid, illegal or unenforceable in any respect.

10.11 *Appeals.* The County Code and the Maryland Annotated Code provide for the appeal of this Agreement. If the effect of the decision in any such appeal revises this Agreement in any way, then either party to this Agreement may terminate the Agreement by providing notice to all parties to this Agreement within 30 days of the date the decision in the appeal becomes final

(as all appeals thereof have been finally determined or any appeals are barred by a statute of limitations), and, in this event, the other party so notified hereby agrees to mutually consent to the termination and to comply with all applicable laws concerning termination of a DRRA. Any such termination of this Agreement pursuant to this Section 10.11, shall not in any way affect the validity of any Development Approvals and/or Property Permits which have been obtained for the Frederick Digital Campus, inclusive of the Property, at the time of termination, including, but not limited to, APFO approvals.

10.12 *Recordation.* Any party may record this Agreement. Unless this Agreement is recorded in the Land Records of Frederick County within 20 days after the date on which the County and the Owner executed the Agreement, the Agreement shall be void. In the event the Agreement is terminated or modified in conjunction with an appeal, the parties agree to execute and record a document in the aforesaid Land Records to terminate the Agreement or modify it in accordance with the final decision rendered in the appeal.

10.13 *No Third-Party Beneficiary Status.* The parties specifically agree that this Agreement is not intended to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations under this Agreement without the written consent of the County and notwithstanding the County's concurrence in or approval of the award of any contract or subcontract or solicitation in fulfilling the obligations of this Agreement.

10.14 *Appropriation Contingency.* The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorizations being made by the County for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other parties to this Agreement and shall be final.

10.15 *Public Health, Safety and Welfare.* The County has determined that the conditions, terms, restrictions or other requirements of this Agreement are necessary to ensure that the public health, safety and welfare of the citizens of Frederick County are protected. It is the parties' mutual intent that this Agreement be interpreted and construed, in all instances, in a manner which is consistent with Title 7, subtitle 3 of the Land Use Article of the Maryland Annotated Code.

10.16 *Lienholders.* All persons with a lien interest in the Property have executed a consent to this Agreement, and those lienholders with a power of sale have subordinated such liens to the position of the County under this Agreement.

10.17 *Counterparts.* The Agreement may be executed in any number of counterparts, each of which shall be deemed to an original and all of which together shall be deemed to be one and same instrument.

10.18 *Force Majeure.* Owner shall have no liability hereunder if its performance is prevented or delayed by reason of any (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, (c) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (d) riot, war, insurrection or other national or local emergency, (e) accident,

flood, fire or other casualty, (f) adverse weather condition (g) other act of God, (h) inability to obtain a building permit or a certificate of occupancy, or (i) other cause similar or dissimilar to any of the foregoing and beyond the Owner's reasonable control. In such event, any deadline for Owner's performance shall be postponed for a period equaling the length of such delay. If an event of Force Majeure prevents or materially delays the delivery of any Community Benefit described in Section 4.4 or 4.5 of this Agreement, the parties shall have the right, without the need to amend this Agreement, to modify the nature, extent, location, and/or type of the affected Community Benefit and/or to eliminate the affected Community Benefit and replace it with a different Community Benefit entirely, so long as the overall monetary value of the modified or substituted Community Benefit delivered by Owner is not less than that set forth in Article 4 above.

10.19 *Extension.* The County agrees to consider in good faith an extension of the term of this Agreement, not to exceed five (5) years, pursuant to § 1-25-12 of the County Code, the Parties acknowledging that that the conditions, terms, restrictions, and other requirements of this Agreement are necessary to ensure that the public health, safety, and welfare of the citizens of Frederick County are protected.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

WITNESS:

QUANTUM MARYLAND, LLC,
a Delaware limited liability company

By: _____
Michael Kuykendall,
Authorized Signatory

STATE OF MARYLAND

*

* to wit:

COUNTY OF _____

*

I HEREBY CERTIFY that on the _____ day of _____, 2026, before me, the undersigned subscriber, a Notary Public, personally appeared Michael Kuykendall, known to me (or satisfactorily proven) to be the Authorized Signatory for Quantum Maryland, LLC, a Delaware limited liability company, and that as such person, in such capacity and being authorized so to do, executed the foregoing and annexed Development Rights and Responsibilities Agreement for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

ATTEST:

FREDERICK COUNTY, MARYLAND,
a body politic and corporate

By: _____
Jessica Fitzwater
County Executive

STATE OF MARYLAND

*

*

to wit:

COUNTY OF FREDERICK

*

I HEREBY CERTIFY that on the _____ day of _____, 2026, before me, the undersigned subscriber, a Notary Public, personally appeared Jessica Fitzwater who acknowledged herself to be the County Executive of Frederick County, Maryland, a body politic and corporate, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Development Rights and Responsibilities Agreement, and acknowledged that she executed the same for the purposes therein contained to be her act and deed on behalf of said entity.

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

NOTARY PUBLIC

My Commission Expires: _____

THIS IS TO CERTIFY that the Owner, as defined in this Agreement, has a legal interest in the Property, as defined in this Agreement, certified this ____ day of _____, 2026, by the undersigned, an attorney at law duly admitted to practice before the Supreme Court of Maryland.

Bruce N. Dean, Esq.

CONSENT

The undersigned Beneficiary does hereby agree and consent to this Development Rights and Responsibilities Agreement and the Petition therefore (collectively the “Development Rights and Responsibilities Agreement”) and by the signature of its authorized officer does hereby agree that it shall bind, subject, and subordinate that certain Deed of Trust, dated March 21, 2023 and recorded April 19, 2023 among the Land Records of Frederick County, Maryland in Liber 16407 at folio 78, as amended by an Amendment to Deed of Trust dated July 31, 2025 and recorded August 6, 2025 among the aforesaid Land Records in Liber 17459 at folio 320, and the interests of the secured party therein in any portion of the property described in the Development Rights and Responsibilities Agreement, to the terms and provisions of the aforesaid Development Rights and Responsibilities Agreement.

Eastalco Aluminum Company,
a Delaware corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY, to wit:

On this ____ day of _____, 2026, before me, the Subscriber, a Notary Public, duly commissioned and qualified, personally appeared _____, who acknowledged that he/she is a _____ of Eastalco Aluminum Company, a Delaware corporation (the “Beneficiary”), and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Beneficiary by herself/himself as such officer of the Beneficiary.
In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission expires: _____