

Data Center Neighbor Compensation Proposal

PNK Gregg Township Data Center — Property Acquisition & Community Partnership Framework

PNK (the “**Company**”) offers to purchase the homes of the neighbors most directly impacted by the proposed PNK Gregg Township Data Center (the “**Project**”) and to pay an additional **compensation premium** in recognition of their cooperation and the inconvenience of living beside the development. This offer goes only to directly-impacted owners; each owner signs a **separate, independent agreement**, and each transaction stands or falls on its own.

THE DEAL IN BRIEF

- 1 Owners may sell, and the Company will buy, at the home’s **fair-market value**, set by an **independent appraisal** by a licensed Pennsylvania appraiser.
- 2 By signing, an owner also earns a **premium of 75% of the home’s value**, paid to the owner in stages as set out below.
- 3 **PREMIUM 1** **25%** of the home’s value — paid after PNK obtains approval (LDP / building permit) for the **initial 60 MW** data center, and after the **appeal period** has run.
In Gregg Township this approval typically takes about 90 days — an estimate, not a guarantee.
- 4 **PREMIUM 2** **50%** of the home’s value — paid after PNK obtains **LDP approval** for the balance of the full **240 MW** Project.
This approval typically takes about 180 days — again an estimate, not a guarantee.
- 5 **PREMIUM 3** **25%** of the home’s value — paid **180 days after Step 4** (i.e., after that appeal period has run). At the owner’s election, this payment may be made **together with closing** (Step 6).
- 6 **Sale & closing.** After Step 5, the owner may sell and PNK must buy at the pre-agreed price. Closing must occur **within 180 days** of the Step 5 trigger, on at least **30 days’ written notice** from the owner. If no closing happens in that window, the owner is presumed not to wish to sell, the agreement **terminates by its own terms**, and the premium payments (Steps 3–5), once made, remain **non-refundable**.
- 7 **No opposition.** A signing owner will not oppose the data centers — at meetings, public hearings, or online — and will sign a **Letter of Non-Opposition** confirming no remaining claims about the Project.

THE LETTER OF NON-OPPOSITION

Each participating owner works with PNK in good faith to draft and sign a mutually-agreed letter, used to support the 60 MW and 240 MW approvals. At a minimum it will:

- Identify the **property and the owner**;
- Recite the owner’s **original concerns** and reasons for opposing;
- Acknowledge that PNK **listened in good faith** and addressed those concerns to the owner’s satisfaction; and
- State that the owner **no longer opposes** the Project and defers to the Township for the final decision.

Each owner keeps the right to negotiate the letter’s wording and tone, subject to these elements.

ADDITIONAL TERMS

Valuation. PNK first provides an electronic valuation; an owner who disagrees may, at their own cost, commission an independent appraisal to set the price. **Independence & non-disparagement.** Every agreement is separate and shares these same principles; one owner’s withdrawal does not affect any other. Owners agree not to disparage the Project (truthful compelled testimony and private advice from counsel/family excepted). **Move-out.** After closing, the owner has a **60-day** license to vacate, remaining responsible for utilities and upkeep; this occupancy is a license only and creates no tenancy.