

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this “**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and among **METROBLOKS, LLC**, a Delaware limited liability company (“**Metrobloks**”); **LPC-MB KC LANDCO PROPCO LLC**, a Delaware limited liability company (“**Owner**”, and collectively with Metrobloks, the “**Developer**”); **LIBERTY INSTITUTE FOR SCIENCE AND ETHICS**, a Missouri nonprofit corporation (the “**Institute**”); and the **CITY OF LIBERTY, MISSOURI**, a Missouri municipal corporation (the “**City**”, and collectively with the Developer and the Institute, the “**Parties**”).

RECITALS

A. Owner, an Affiliate (as defined in Section 1 below) of Metrobloks, owns approximately 28 acres of real property generally located at 2515 Old Hughes Road in Liberty, Clay County, Missouri, as legally described on **Exhibit A** attached hereto (the “**Site**”). For purposes of this Agreement, Owner and Metrobloks are referred to collectively herein as “**Developer**”.

B. Developer wishes to design, develop and construct an approximately 568,800 square-foot data center campus, anticipated to consist of three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure and equipment (collectively, the “**Project**”), on the Site.

C. Developer understands that a project of this nature imposes certain carrying costs on the community in which it is located and is committed to supporting the social, educational, and economic health of the City through established community involvement and dedication of substantial resources.

D. The Parties wish to provide for certain community benefits in connection with the construction, operation, and maintenance of the Project, including, without limitation, furthering education and research initiatives related to artificial intelligence and other emerging technologies.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Definitions.** The recitals set forth above are true and correct in all respects and are incorporated herein by reference. All capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

(a) **Affiliate:** (i) As to any Person (as defined below) other than a Governmental Authority (as defined below), any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, “**control**” (including, with its correlative meanings, “**controlled by**” and “**under common control with**”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) **Applicable Law:** Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect.

(c) **Governmental Authority:** Any federal, state or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, whether now or hereafter in existence.

(d) **Party:** Any one of Metrobloks, Owner, Developer, the Institute, or the City.

(e) **Person:** Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

(f) **Tenant:** Any Person that leases or licenses space within the Project.

(g) **Term:** The term of this Agreement, which shall begin on the Effective Date and conclude on December 31, 2050.

2. **Background and Purpose.** This Agreement has been developed to ensure participation by the local community in the economic opportunities available in connection with the development of the Project. This Agreement will provide for support of the Institute and further the Developer's commitment to support education and research initiatives related to artificial intelligence and other emerging technologies.

3. **Annual Community Investments.** In furtherance of the goals of this Agreement, the Developer (and/or its Affiliates) shall, and shall cause each Tenant to, make an annual payment to the Institute in immediately available funds pursuant to the schedule set forth below (the "**Annual Community Investment(s)**"), except as otherwise provided herein. Developer (or Affiliate) shall make the first Annual Community Investment on or before the date on which the City issues a building permit to commence construction of any portion or phase of the Project. For each year of the Term thereafter, the Annual Community Investment(s) shall be due on or before July 1. Each Tenant shall participate based on the same schedule, beginning with the year in which Tenant takes possession of or otherwise has the right to access space within the Project.

Year	Developer/Affiliate	Tenant(s)*
1	\$1,000,000	\$2,000,000
2-10	\$500,000 per year	\$1,000,000 per year
11-25	\$250,000 per year	\$500,000 per year

*This Agreement contemplates three (3) Tenants. If there are more than three (3) Tenants, and/or the extent of space within the Project leased or licensed for use varies by Tenant, then each Tenant shall pay its pro rata share of the total Annual Community Investments required to be paid by Tenants, based on the percentage of total site capacity megawatts leased or licensed for use by each respective Tenant.

Notwithstanding anything set forth in this Agreement that is seemingly to the contrary, each Party understands and agrees that if the Institute ceases to exist, then Developer (and/or its Affiliates) and each Tenant shall be required to make the Annual Community Investments to a nonprofit organization that (i) is located within the City, (ii) has the same or substantially similar mission as the Institute, and (iii) is approved in writing by the City in its sole discretion; provided, however, that in the event no such nonprofit organization meets each of the

preceding requirements within 60 days of the date that the Institute ceases to exist, then the Annual Community Investments shall be paid to the City.

4. **Oversight and Reporting.**

(a) **Role and Responsibility of the City.** The City and the Institute shall review the Developer's and each Tenant's compliance with the terms and conditions of this Agreement and will provide monitoring, oversight, and accountability in connection with the performance of this Agreement. In furtherance of this responsibility, the City and the Institute shall receive and review reports it receives from the Developer as set forth in this Agreement, relative to this Agreement's progress and the Developer's compliance with the provisions of this Agreement.

(b) **Public Reporting.** The Developer (or its Affiliate) will provide annual reports to the City and the Institute that identify the Developer's and each Tenant's efforts to comply with this Agreement. Such public reports shall be submitted on or before December 31st of each year of the Term.

(c) **Cost of Compliance.** The Developer acknowledges that the implementation of, and compliance with, its commitments as set forth in this Agreement may require the expenditure of certain resources, as applicable, either directly by the Developer or by those charged with carrying the various provisions of this Agreement on the Developer's behalf, and agree to undertake the applicable costs relating thereto.

(d) **Noncompliance.** To the extent the City and/or the Institute determines the Developer or any Tenant has failed to make sufficient and appropriate efforts (based on the requirements of this Agreement) to comply with the Annual Community Investments required under this Agreement, the City and/or the Institute shall notify the Developer in writing to address any noncompliance. In such an event, the Parties shall cooperatively develop a plan and specific measures that can be undertaken by the Developer to address any areas of noncompliance. Notwithstanding the foregoing or anything set forth in this Agreement that is seemingly to the contrary, the Parties agree that Developer shall not be obligated to pay any Annual Community Investments that are required to be made by any Tenant.

5. **Breach of Agreement.** If, after efforts to address any noncompliance have been undertaken by the Parties as set forth in Section 4(d), the City and/or the Institute believes that the Developer is in material breach of this Agreement, the City and/or the Institute shall provide the Developer an additional written notice. Such written notice shall provide all of the reasons and facts upon which the City and/or the Institute relies upon to support its belief that the Developer is in material breach of this Agreement. If the Developer is in material breach and the Developer fails within 30 days to commence efforts to cure such breach and then cure such breach within a reasonable time thereafter, the Developer will be deemed to be in default of this Agreement. Without limiting the generality of the foregoing, the City and/or the Institute shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

6. **Termination of Agreement.** This Agreement shall terminate on December 31, 2050.

7. **Run with the Land.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns and shall run with the land. The Parties shall record against the Site a memorandum describing this Agreement in the Office of the Recorder of Deeds of

Clay County, Missouri. At the request of the Developer in connection with the implementation of Project phases, the City and the Developer shall cooperate in good faith to subdivide the obligations set forth in this Agreement as to such Project phase(s), which may include modifying or partially assigning this Agreement and/or any recorded memorandum describing this Agreement.

8. **Miscellaneous.**

(a) **No Construction Against Drafting Party.** The Parties acknowledge and agree that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) **Notices.** Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and: (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one day after the date it is delivered to such courier); or (iv) sent by e-mail transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth on the signature page hereto (such e-mail notice to be effective on the date that confirmation of such e-mail transmission is received); provided, however, that any Party may designate in a writing to the other Parties any other address or e-mail address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

(c) **Severability.** If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding.

(d) **Written Amendment Required.** No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties.

(e) **Entire Agreement.** This Agreement, including the joinders, exhibits, schedules and addenda thereto, if any, represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. Except as expressly provided in this Agreement, to the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) **Captions.** The captions of the various Articles and Sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such Articles or Sections.

(g) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Missouri, without giving effect to conflict of laws provisions.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all non-assigning Parties.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

(k) Authority. Each Party represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.

(l) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, any remedy, claim, liability, reimbursement, cause of action or other right.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

METROBLOKS, LLC

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

METROBLOKS, LLC
Attn: Scott Couzens
880 Apollo Street, Suite 329
El Segundo, California 90245

With copies to:

[Firm/Organization Name]
Attn: _____
[Street Address]
[City, State, Zip Code]

Signatures Continue on Following Page

LPC-MB KC LANDCO PROPCO LLC

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

LPC-MB LandCo PropCo LLC
c/o METROBLOKS, LLC
Attn: Scott Couzens
880 Apollo Street, Suite 329
El Segundo, California 90245

With copies to:

[Firm/Organization Name]
Attn: _____
[Street Address]
[City, State, Zip Code]

Signatures Continue on Following Page

LIBERTY INSTITUTE FOR SCIENCE AND ETHICS

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

Liberty Institute for Science and Ethics

Attn: _____

[Street Address]

[City, State, Zip Code]

With copies to:

[Firm/Organization Name]

Attn: _____

[Street Address]

[City, State, Zip Code]

Signatures Continue on Following Page

CITY OF LIBERTY, MISSOURI

By: _____

Printed Name: _____

Title: _____

ADDRESS FOR NOTICES:

Liberty City Hall
Attn: City Clerk
101 East Kansas Street
Liberty, Missouri 64068

With copies to:

Stinson LLP
Attn: Charles W. Hatfield
230 W. McCarty Street
Jefferson City, Missouri 65101

EXHIBIT A

Site – Legal Description

2505, 2515, and 2525 Old Hughes Road, and Land on Garrison Road, Liberty, MO 64068

Tract 1:

A part of the Northwest Quarter of Section 25, Township 51, Range 32, in the City of Liberty, Clay County, Missouri, described as follows: Beginning at the Northwest corner of said Section 25, and running thence South 343 feet to the point of beginning of the tract herein described; and running thence East 876.08 feet to a point; thence South 210 feet to a point; thence West 876.30 feet to the West line of said Section to a point in the center of the public road; thence North 210 feet to the Point of Beginning, EXCEPT that part in roads.

Tract 2:

Part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 51, Range 32 in the City of Liberty, Clay County, Missouri, beginning at a point on the West line of said Section, which is 553 feet Southerly (precise course South 00°38'38" West from the Meridian which controls all courses in this description) from the Northwest corner of said Section 25; thence South 88°18'48" East, 876.30 feet; thence South 00°35' West, 337.82 feet; thence South 84°03'15" West, 882.34 feet to a point on the West line of said Section 25; thence North 00°38'38" East, along the Westerly line of said Section 455 feet to Point of Beginning; all is heretofore surveyed, staked, and monumented.

Tract 3:

Part of the Northwest Quarter of Section 25, Township 51, Range 32, beginning 343 feet South, of the Northwest corner of said Section, thence South 1009.96 feet, thence North 75 degrees East 907.66 feet to the Point of Beginning of the tract herein described thence North 75 degrees East 544.34 feet to a point, thence South 84 degrees East 180.18 feet to a point, being the Southwest corner of Lot 2 on the unrecorded plat of Hall Acres, thence North 21 degrees East in the West line of said Lot 2, 624.22 feet to the Northwest corner of said Lot 2, thence West in the North line of said Hall Acres, 705.43 feet to the Northwest corner of Lot 11, on the unrecorded plat of Hall Acres, thence South along the West line of said Lot 11, 759.09 feet to the Point of Beginning.

Tract 4:

A part of the Northwest Quarter of Section 25 in Township 51 Range 32, described as follows: Beginning at a point in the center of the public road along the South side of land of grantors, described in Deed recorded in Book 204 at Page 310, of the Deed of Records of said county, and 907.66 feet due East from a point in the middle of the public road along the West side of said land of grantors; thence due North 211.27 feet to a point, thence due West 882.34 feet to a point in the middle of said last mentioned public road; thence South in the middle of said road 344.96 feet more or less, to the Southwest corner of land of grantors; thence in an Easterly direction along the middle of said first mentioned public road to the Point of Beginning.

2260 Campbell Drive, a/k/a 2500 Garrison Road, Liberty, MO 64068

BEGINNING AT A POINT IN THE CENTER OF A PUBLIC ROAD, SAID POINT LOCATED 343 FEET SOUTH AND 2019.5 FEET EAST (ORIGINALLY SURVEY WAS 121 POLES) OF THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 51, RANGE 32, WEST, IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE SOUTH 2 1/4° WEST A DISTANCE OF 660 FEET; THENCE NORTH 84° 0' WEST A DISTANCE OF 413.8 FEET, THENCE NORTH 0° 35' EAST A DISTANCE OF 524.2 FEET; THENCE EAST A DISTANCE OF 438 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROADS,

AND ALSO EXCEPT A TRACT OF LAND USED AS A CEMETERY DESCRIBED AS FOLLOWS:

ALL THAT PART AT THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51, RANGE 32, IN LIBERTY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 88°36'43" EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 2030.93 FEET; THENCE SOUTH 01°23'17" WEST, ALONG A LINE NORMAL TO THE PRECEDING COURSE, A DISTANCE OF 343.00 FEET TO A POINT IN THE CENTER OF CAMPBELL ROAD, AS SURVEYED, SAID POINT BEING THE BEGINNING POINT OF THE LAND DESCRIBED IN THE BENEFICIARY DEED FILED NOVEMBER 15, 2001, AS DOCUMENT NO. Q 80164, IN BOOK 3464, AT PAGE 658; THENCE SOUTH 01°59'08" WEST, WITH THE CENTERLINE OF SAID CAMPBELL ROAD, AS SURVEYED, A DISTANCE OF 313.51 FEET; THENCE NORTH 88°00'52" WEST, ALONG A LINE NORMAL TO THE PRECEDING COURSE, A DISTANCE OF 30.00 FEET, TO A POINT ON THE ASSUMED WESTERLY RIGHT-OF-WAY LINE OF SAID CAMPBELL ROAD; THENCE CONTINUING NORTH 88°00'52" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 68°12'48" WEST, A DISTANCE OF 23.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°52'01" WEST, A DISTANCE OF 123.50 FEET; THENCE NORTH 07°45'55" EAST, A DISTANCE OF 131.50 FEET; THENCE NORTH 71°31'54" EAST, A DISTANCE OF 58.50 FEET; THENCE SOUTH 21°36'57" EAST, A DISTANCE OF 99.50 FEET TO THE POINT OF BEGINNING. ALSO DESCRIBED AS PARCEL ONE IN JUDGEMENT ENTERED JULY 25, 2008 IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI AT LIBERTY IN CASE NO. 08CYCV04891, AND ALSO FILED JULY 28, 2008 IN BOOK 6017, PAGE 115 IN THE RECORDER OF DEEDS OFFICE OF CLAY COUNTY, MISSOURI.