

CITY OF HOBART COMMON COUNCIL

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HOBART,
INDIANA, APPROVING A FORM OF ENTERPRISE INFORMATION TECHNOLOGY
EXEMPTION AGREEMENT AND COMMUNITY ENHANCEMENT AGREEMENT
WITH AMAZON DATA SERVICES, INC.**

WHEREAS, there has been presented to the Common Council of the City of Hobart, Indiana (the "Common Council"), for its consideration a form of (i) Enterprise Information Technology Exemption Agreement, between Amazon Data Services, Inc., a Delaware corporation (the "Company"), and the City of Hobart, Indiana (the "City"), acting through its Mayor (the "Mayor") and the Common Council as the designating body under Indiana Code § 6-1.1-10-44 (the "Exemption Agreement"); and (ii) Community Enhancement Agreement, between the Company and the City; and

WHEREAS, pursuant to the Exemption Agreement, the Company has proposed developing and constructing, or causing to be developed and constructed, certain real property improvements or facilities to be used as a data center (the "Project"); and

WHEREAS, pursuant to the Exemption Agreement, the Company intends to make certain investments in the City with respect to the Project; and

WHEREAS, the Company has requested a real property abatement pursuant to Indiana Code § 6-1.1-12.1 and a personal property tax exemption for qualifying personal property pursuant to Indiana Code § 6-1.1-10-44 (the "Data Center Exemption"), as set forth in the Exemption Agreement; and

WHEREAS, pursuant to the Community Enhancement Agreement, the Company commits to make community impact payments to the City for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes of the City; and

WHEREAS, the Common Council has determined that supporting the Company's efforts in developing and operating the Project are in the best interests of the citizens of the City; and

WHEREAS, the Common Council now desires to induce the Company to make such investment in the City and approve the Exemption Agreement and the Community Enhancement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana, as follows:

Section 1. The Common Council hereby approves the Exemption Agreement substantially in the form presented on the date hereof and authorizes and directs the President of the Common Council and the Mayor to execute the Exemption Agreement, with such changes and

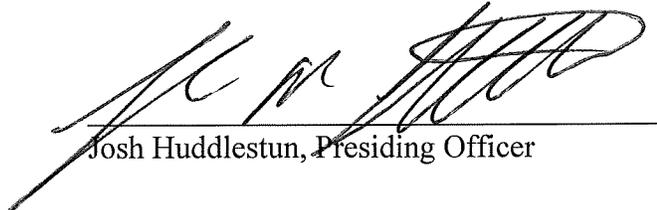
modifications as such persons deem necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Exemption Agreement shall be conclusively evidenced by the execution thereof.

Section 2. The Common Council hereby approves the Data Center Exemption for the Company's qualifying investment under Indiana Code § 6.1.1-10-44 under the terms of the Exemption Agreement. The Exemption Agreement shall constitute the agreement between the Company and the Common Council, as the designating body of the City, for purposes of Indiana Code § 6-1.1-10-44(g).

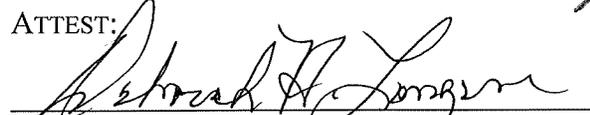
Section 3. The Common Council hereby approves the Community Enhancement Agreement substantially in the form presented on the date hereof and authorizes and directs the Mayor to execute the Community Enhancement Agreement, with such changes and modifications as such person deems necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Community Enhancement Agreement shall be conclusively evidenced by the execution thereof.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED on this 7th day of January, 2026, by the Common Council of the City of Hobart, Indiana.

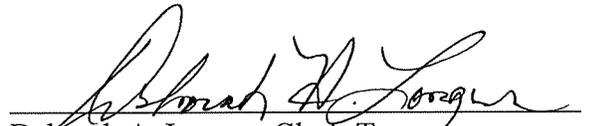


Josh Huddlestun, Presiding Officer

ATTEST:


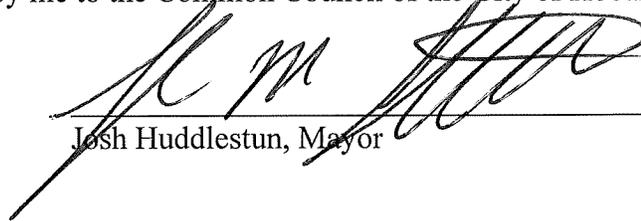
Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this 7th day of January, 2026, at 7:50 ~~am~~ p.m.

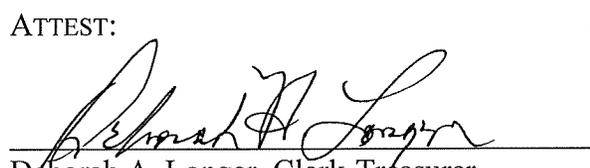


Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this 7th day of January, 2026.



Josh Huddlestun, Mayor

ATTEST:


Deborah A. Longer, Clerk-Treasurer

ENTERPRISE INFORMATION TECHNOLOGY EXEMPTION AGREEMENT

This Enterprise Information Technology Exemption Agreement (this “**Agreement**”) is entered into as of the Effective Date, by and between Amazon Data Services, Inc. and its successor and assigns (collectively, the “**Company**”) and the City of Hobart, Indiana (the “**City**”), acting through its Mayor (“**Mayor**”), and the City of Hobart Common Council (the “**Council**” and, together with the Mayor, the “**Governing Bodies**”). The Company, City, Mayor, and Council are each a party hereto (a “**Party**”) and are referred to collectively in this Agreement as the “**Parties.**”

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of its citizens, the creation and maintenance of sustainable jobs for its citizens, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners;

WHEREAS, the Company has either acquired or leased, or intends to acquire or lease, real property generally described and depicted collectively on Exhibit A (the “**Project Site**”), which incorporates two portions of real property sometimes referred to respectively as the “**Hobart Tech Park**” and the “**Hobart Devco Campus**,” and is located within the City;

WHEREAS, pursuant to Resolution 2025-05, the Council has previously designated the economic revitalization area depicted on Exhibit A (the “**ERA**”);

WHEREAS, the Company intends to develop and construct, or cause to be developed and constructed, upon the Project Site certain real property improvements or facilities to be used as a data center (the “**Project**”) as part of a redevelopment or rehabilitation within the ERA as provided for under Ind. Code § 6-1.1-12.1;

WHEREAS, the Company currently estimates that the total cost (including but not limited to construction costs, infrastructure costs, and equipment costs) of the Project will be \$11,000,000,000;

WHEREAS, the Company and the Governing Bodies intend to enter into separate agreements for real property tax abatements for the Project, including for the Hobart Tech Park and the Hobart Devco Campus, pursuant to Ind. Code § 6-1.1-12.1 (the “**Real Property Tax Abatements**”);

WHEREAS, the Company intends to install personal property, including, but not limited to, enterprise information technology equipment, as defined under Ind. Code § 6-1.1-10-44, as part of the Project (“**Enterprise Information Technology Equipment**”);

WHEREAS, the Council intends that the provisions of this Agreement serve as the governing agreement for granting an exemption for Enterprise Information Technology Equipment under Ind. Code § 6-1.1-10-44;

WHEREAS, on January 7, 2026, the Council passed Resolution No. 2026-04 approving the exemption for Enterprise Information Technology Equipment under Ind. Code § 6-1.1-10-44 (the “**Enterprise Equipment Tax Exemption Resolution**”);

WHEREAS, the Parties desire to reach an agreement to promote the viability of constructing, equipping, and operating the Project in the City;

WHEREAS, the Governing Bodies desire to improve the financial condition of the City;

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and it desires to support the Project; and

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Definitions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“**Agreement**” is defined in the introductory paragraph.

“**APRA**” is defined in Section 2(D).

“**Building**” is defined in Section 2(B).

“**City**” is defined in the introductory paragraph.

“**Community Enhancement Agreement**” is defined in Section 22.

“**Community Impact Payments**” is defined in Section 2(E).

“**Company**” is defined in the introductory paragraph.

“**Council**” is defined in the introductory paragraph.

“**Delayed Party**” is defined in Section 13.

“**Effective Date**” is the date as of which the last Party signs this Agreement.

“**Enterprise Equipment Tax Exemption Resolution**” is defined in the Recitals.

“Enterprise Information Technology Equipment” is defined in the Recitals.

“ERA” is defined in the Recitals.

“Exemption” is defined in Section 2(B).

“Exemption Schedule” is defined in Section 2(B).

“Force Majeure Event” means, with respect to a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; insufficient or unavailable utilities or other entitlements for the Project; any change in law, order, regulation, or other action of any governing authority, including, but not limited to, delays in the issuance of any necessary permits or approvals; or any other event or occurrence not within the reasonable control of that Party or its affiliates.

“Governing Bodies” is defined in the introductory paragraph.

“Hobart Devco Campus” is defined in the Recitals.

“Hobart Tech Park” is defined in the Recitals.

“Mayor” is defined in the introductory paragraph.

“Party” or **“Parties”** is defined in the introductory paragraph.

“Project” is defined in the Recitals.

“Project Site” is defined in the Recitals.

“Qualified Property” is defined in Section 2(B).

“Real Property Tax Abatements” is defined in the Recitals.

“Township” means Ross Township, Indiana.

2. The Project and Economic Development Incentives.

A. Project. Company intends to develop and construct, or cause to be developed and constructed, the Project on the Project Site, subject to all terms of this Agreement and all provisions of the City of Hobart Municipal Code which apply to the Project.

B. Exemption for Enterprise Information Technology Equipment. The City hereby grants the Company an exemption of 100% of the Company's property tax liability on the Company's "Qualified Property" as defined in Ind. Code § 6-1.1-10-44 at or supporting the Project (the "Qualified Property") pursuant to the Enterprise Equipment Tax Exemption Resolution (the "Exemption") as set forth in the exemption schedule on Exhibit B hereto (the "Exemption Schedule"). Subject to Section 3, the Exemption will apply to all Qualified Property located or installed in a real property structure primarily used for data processing services (each such structure, a "Building") for a period of 35 years beginning with the first assessment year in which the Company claims the Exemption for Qualified Property in each such Building. Each Building will qualify for its own 35-year Exemption term. As an example only, if 2027 is the first assessment year in which the Company claims the Exemption for Qualified Property located or installed in a Building, any unit of Qualified Property located or installed at that Building would be entitled to the Exemption for the 35-year period ending in 2062. As another example only, if a Building's 35-year exemption term expires in 2062, and a unit of Qualified Property in that Building was installed as of 2060, the Exemption for that unit will expire at the end of 2062, notwithstanding the fact that such unit's useful life extends beyond 2062. In consideration of the foregoing, the Company agrees that the average wage of its employees located in the City and engaged in the operation of the Project will be at least 125% of the average wage in Lake County during the time any Qualified Property is entitled to an Exemption. If ownership of the Company's Qualified Property is transferred at any time after the date hereof, the transferee is entitled to the continued Exemption upon the same terms as the Company for the duration of the Exemption term for that Qualified Property, as permitted under Ind. Code § 6-1.1-10-44. Notwithstanding the foregoing, no Qualified Property located in a Building for which the certificate of occupancy for such Building is received after January 1, 2034, shall qualify for an Exemption under this Agreement.

C. Schedule and Implementation. The Company estimates beginning operations in or about 2028. The assumptions and estimates provided in this Agreement are good faith estimates provided by the Company. The Parties recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Company to commence or complete construction of the Project, make investments, or create jobs.

D. Exemption Recordkeeping. During the time in which any Qualified Property is entitled to the Exemption, the Company will identify in its business personal property tax returns, including Form 103-IT (a copy of which is attached

hereto as Exhibit C) each unit of Qualified Property and the Building in which the Qualified Property is located, or that is supported by the Qualified Property. The list described in the preceding sentence may be provided together with its business personal property tax returns or as part of any annual report provided in relation to another incentive or as part of any annual report submitted to the Governing Bodies for the Real Property Tax Abatements. The Council may also annually request information from the Company concerning the nature of the Project, the capital expenditures for the Project, the number of full-time permanent positions newly created by the Project, and the wage rates and benefits associated with the positions. With respect to information provided by the Company under this Agreement, and subject to all applicable laws guaranteeing the confidentiality of certain information, the Parties acknowledge that the City and the Governing Bodies are political subdivisions of the State of Indiana and therefore subject to the Access to Public Records Act, Ind. Code §5-14-3 et seq. ("APRA") and any records relating to the Project in their possession are subject to the APRA. Such records which are not subject to an exception to disclosure under the APRA may be disclosed to a requester, provided that before any disclosure the City and the Governing Bodies will provide the Company with written notice of any APRA request received by any of them that relates to the Project as far in advance as practicable of any deadline for responding to such request (except to the extent such notice would cause it to violate the APRA) and shall consult with the Company to evaluate the extent to which such records may be withheld from disclosure under the provisions of APRA, and to the extent disclosure is made, will disclose only such information as is required under the APRA. Subject to this Section, the final determination of whether a particular record is an exception to disclosure under APRA shall be in the sole discretion of the City and the Governing Bodies, as applicable.

E. Community Impact Payments. In consideration of the City's incentives and efforts to support the Project, the Company agrees to make annual community impact payments (each, a "**Community Impact Payment**" and, collectively, the "**Community Impact Payments**") to the City for each Building that contains Qualified Property, beginning in the year immediately following the year such Qualified Property located in the applicable Building is placed into service, so long as both of the following conditions are satisfied: (i) this Agreement has not been terminated, and (ii) the Exemption is applied to Qualified Property in the applicable Building in accordance with this Agreement. With respect to each Building containing Qualified Property for which the Exemption is received, the Community Impact Payment for Qualified Property in such Building in a given payment year will be in the amount of the lesser of (i) \$1,500,000, and (ii) one hundred percent (100%) of the Exemption that would otherwise have been applied to Qualified Property in the applicable Building for the applicable year. Subject to Section 3, unless otherwise agreed to in writing by the Parties, the Company will make each Community Impact Payment to the City on or before the later of (i) August 1 of the applicable payment year (i.e., the year immediately following the year in which the Exemption applies to Qualified Property in the applicable Building), or (ii) 60 days after the City provides the Company with an invoice for the applicable Community

Impact Payment for the applicable Year. The Community Impact Payments are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Community Impact Payments shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Community Impact Payments shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payments to the City under this Agreement.

F. Cooperation. Subject to the completion of further proceedings required by law, the Parties agree to cooperate and act in good faith with each other in completing any further agreements reasonably necessary to effectuate this Project, including, but not limited to, agreements concerning water and sanitary sewer services as required to support the development of the Project. The Parties further agree to cooperate in taking any actions that are necessary to complete the Project, including, but not limited to, using reasonable best efforts to ensure agencies of the City expedite review and approval of all environmental, health, safety, construction, and other permit applications and issuance of all permits required for the Project to the extent permitted by law. The Governing Bodies will fully cooperate with the Company and take all reasonable actions, to the extent permitted by law, to enable the Company to construct, equip, and operate the Project and claim and maintain the Exemption in accordance with the provisions of this Agreement. Without limiting the foregoing in this Section, to the extent the commitments made in this Agreement by the City require further resolutions or public hearings under law, the Governing Bodies will promptly conduct such proceedings. To the extent allowed by law, the Governing Bodies also support and approve the obligations undertaken by each other, and of the City, all as described in this Agreement.

G. Responsible Bidder Requirements. A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.

3. Option for Delayed Commencement of Exemption Term and Community Impact Payments. The Company may elect to delay the beginning of the Exemption Schedule for Qualified Property within any Building, and the corresponding Community Impact Payments, by providing written notice to the Council within 30 days of reporting the Qualified Property located or installed in that Building for the first time upon the Company's business personal property tax return. The Company's election will not waive any year(s) of the Exemption. The Company will pay all property taxes due and payable for Qualified Property without regard for the Exemption for assessment years prior to the commencement of the Exemption Schedule for Qualified Property within that Building.

4. General Default Provisions and Remedies. A Party will not be considered in default under this Agreement unless it breaches a material obligation under this Agreement, is given written notice of its breach, and fails to cure the breach within 60 days of such notice. Any written notice provided pursuant to this Section must specify the alleged breach with particularity. If a breach has occurred and remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Subject to Section 22, termination under this Section 4 is the sole remedy of the City and the Governing Bodies for any material breach by the Company of this Agreement.

5. Other Tax Relief. Except as expressly provided otherwise herein, nothing in this Agreement will prohibit the Company from (i) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Project Site or of any tangible property which is constructed or installed at or to support the Project, or (ii) seeking or claiming any other statutory exemption, deduction, credit, or any other tax relief (including, but not limited to, any refund of taxes previously paid and statutory interest) for which the Company may be or may become eligible or entitled. Subject to Section 6, if any of the foregoing events has the effect of reducing or eliminating the value of the Exemption to the Company (due to a reduction of tax liability), the Parties will still be bound by the terms of this Agreement.

6. Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate two years after December 31 of the last tax payment year for which the Exemption remains in effect, unless terminated earlier in accordance with this Section or Section 4. The Company may terminate this Agreement by giving notice of termination to the City. Upon termination, the Parties will have no further rights or obligations hereunder and the Exemption will terminate, except that Sections 8 and 9 will survive termination of this Agreement.

7. Mutual Representations. Each Party represents and warrants to the other that: (a) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations, and to grant the rights, licenses, and authorizations it grants under this Agreement; and (b) this Agreement has been duly authorized, executed, and delivered by such Party, and constitutes its legal, valid, and binding obligations enforceable against it in accordance with its terms.

8. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation

arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity, or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

9. Limitations on Liability. In no event will a Party be liable to another Party for any indirect damages, including loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

10. Notices.

A. Any communication required or permitted by this Agreement must be in writing and refer to this Agreement, unless expressly provided otherwise in this Agreement.

B. Any communication under this Agreement will be deemed given when personally delivered, sent by receipted facsimile transmission, or deposited in the registered or first-class certified mail, postage prepaid, with return receipt requested, and addressed as follows:

(1). If to Company:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

(2). If to the Governing Bodies:

City of Hobart, Indiana
Attention: Clerk-Treasurer
414 Main Street
Hobart IN 46342

City of Hobart Common Council
414 Main Street
Hobart IN 46342

Mayor, City of Hobart
414 Main Street
Hobart IN 46342

Email: mayorjosh@cityofhobart.org

with copy to:

City of Hobart, Indiana
Attention: City Attorney
414 Main Street
Hobart IN 46342

C. Any Party may designate additional or different addresses for communications by notice given under this Section to the other Party.

11. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when the City's general government offices are open for public business, then such payment or act may be timely made on the next day such offices are open for public business.

12. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties, except that (1) the Company may assign this Agreement to an Affiliate or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction, and (2) the Company may assign this Agreement or portions thereof to a new owner of the Qualified Property at the Project Site if such property is leased to the Company after being sold by the Company. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

13. Force Majeure. Whenever performance is required of any Party hereunder, such Party will use all due diligence and take all necessary measures in good faith to perform; provided, that if completion of performance is delayed by a Force Majeure Event, any such delay will not be considered a breach of this Agreement, and the time for performance will be extended for a period equal to the period of delay caused by a Force Majeure Event. The Party claiming a Force Majeure Event (the "**Delayed Party**") will promptly provide written notice to the other Parties detailing the nature and the anticipated length of such delay. The Delayed Party will take reasonable steps necessary to relieve the effect of such delay.

14. Time. Time is of the essence in this Agreement and each and all of its provisions.

15. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be changed except in writing signed by all Parties.

16. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument. A facsimile or electronic signature of any Party will be binding upon that Party as if it were the original.

17. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding will not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof will, in such event, constitute the Parties' entire agreement.

18. Binding Effect. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective permitted successors and assigns. Subject to Section 22 hereof, there are no other agreements or other conditions precedent to the binding nature of the respective obligations of the Parties under this Agreement.

19. No Partnership or Joint Venture. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

20. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

21. No Fees. The Community Impact Payments are not "fees for deductions" under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

22. Other Agreements. The Company and the City intend to enter into a Community Enhancement Agreement relating to the Project (the "**Community Enhancement Agreement**"). The Parties agree that the provision of the Exemption will be conditioned on the prior execution of the Community Enhancement Agreement by the Parties. For the avoidance of doubt, the condition set forth in the preceding sentence will be satisfied in full as of the date of the Parties' execution of the Community Enhancement Agreement. If the Company defaults under the Community Enhancement Agreement for failure to make the payments required in Section 1.1 of the Community Enhancement Agreement, following the notice and cure period described in Section 5 thereof, the City may, in its sole discretion, suspend the Exemption beginning in the year in which the default occurred and each subsequent year in which the default continues. The Exemption will re-commence in the year after the Company cures such default by making the applicable payment. If such payment is not made within six (6) months of the date such payment was originally due, the Council may, in its sole discretion, terminate this Agreement and the

Exemption pursuant to, and following the notice and cure provisions set forth in, Section 4 of this Agreement, provided that with respect to such notice of termination, the applicable cure period shall be thirty (30) days.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF HOBART COMMON COUNCIL

AMAZON DATA SERVICES, INC.

By: Matthew Claussen
Matthew Claussen, President

Date: 1/7/26

By: _____

Name: _____

Its: _____

Date: _____

APPROVED BY:
MAYOR, CITY OF HOBART

Josh Huddleston
The Honorable Josh Huddleston, Mayor

Date: 1/7/26

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF HOBART COMMON COUNCIL

AMAZON DATA SERVICES, INC.

By: _____
Matthew Claussen, President

Signed by:
By: Hillary Lambert
A134F42E34424A7...

Name: Hillary Lambert

Date: _____

Its: Authorized Signatory

Date: January 6, 2026

APPROVED BY:
MAYOR, CITY OF HOBART

The Honorable Josh Huddleston, Mayor

Date: _____



Exhibit A to Enterprise Information Technology Exemption Agreement

Project Site

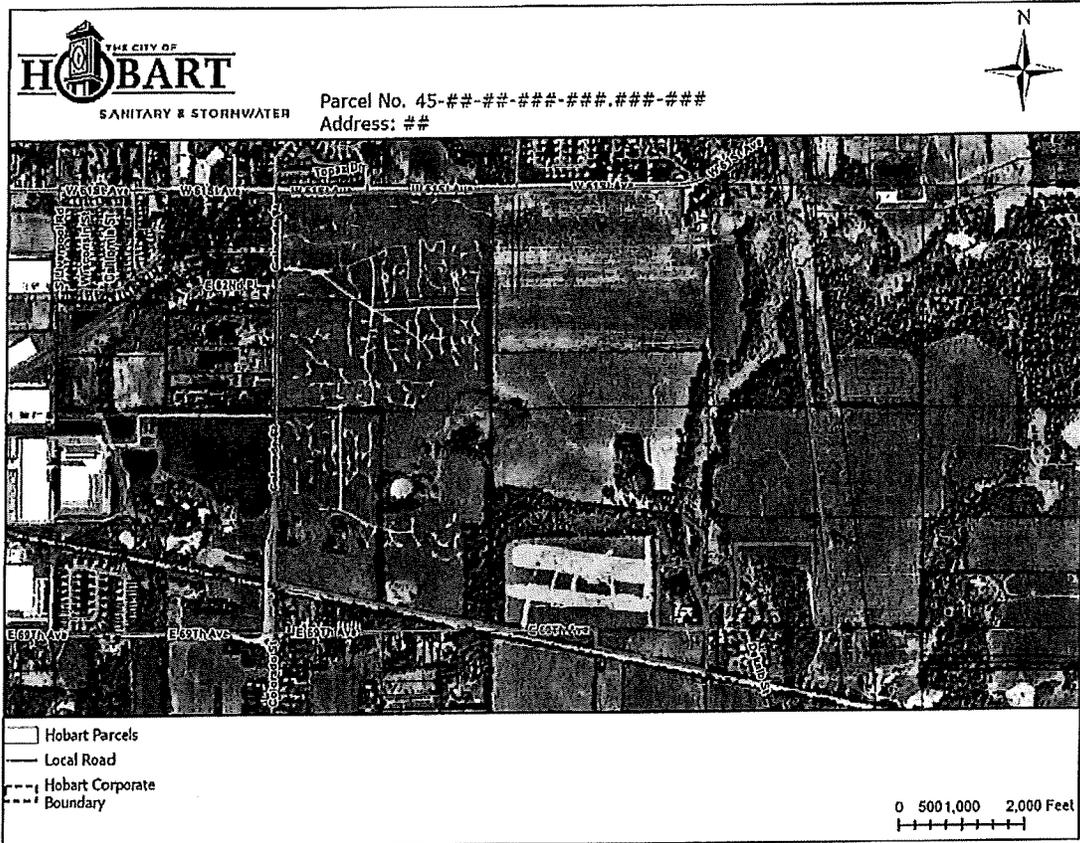


Exhibit B to Enterprise Information Technology Exemption Agreement

Exemption Schedule

<u>Year</u>	<u>Exemption Percentage</u>	<u>Community Impact Payment</u>
Years 1-35	100%	\$1,500,000

Exhibit C to Enterprise Information Technology Exemption Agreement

Exemption Claim Form

(Attached)

COMMUNITY ENHANCEMENT AGREEMENT

This COMMUNITY ENHANCEMENT AGREEMENT (this “**Agreement**”) is entered into as of January 7, 2026 (the “**Effective Date**”) by and between AMAZON DATA SERVICES, INC., a Delaware corporation (the “**Company**”), and the CITY OF HOBART, INDIANA, acting through its Mayor (the “**City**”). The Company and the City are each a party hereto (a “**Party**”) and are referred to together herein as the “**Parties**”.

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of the citizens of the City, the creation and maintenance of sustainable jobs for its citizens, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners;

WHEREAS, the Company has acquired or intends to acquire and/or lease real property in the City (the “**Project Site**”), as more particularly depicted on Exhibit B attached hereto;

WHEREAS, the Company intends to develop and construct upon the Project Site certain real property improvements and/or facilities to be used as a data center (the “**Project**”);

WHEREAS, the Parties desire to promote the efficiency and welfare of the City and its citizens;

WHEREAS, the Company desires to pay the Contributions (defined below) to the City to support further community and economic development of the City;

WHEREAS, the City desires to improve and enhance the financial condition and welfare of the citizens of the City in accordance with the laws of the State of Indiana and by establishing a special fund to accept the Contributions and tracking distributions therefrom (the “**Fund**”); and

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and the City desires to support the Project by providing certain assistance and incentives set forth in (i) a Tax Abatement Agreement – Hobart DevCo Campus by and among Hobart Owner LLC, the City, and the City of Hobart Common Council (the “**Council**”), dated of even date herewith, (ii) a Tax Abatement Agreement – Hobart Tech Park by and among the Company, the City, and the Council, dated of even date herewith, and (iii) an Enterprise Information Technology Exemption Agreement by and among the Company, the City, and the Council, dated of even date herewith (collectively, the “**Incentive Agreements**”).

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Contributions.

- 1.1. In consideration for the City’s incentives and other valuable consideration hereby acknowledged, the Company agrees to make community impact payments to the City as set forth on Exhibit A

(each, a “**Contribution**” and, collectively, the “**Contributions**”). The Contributions shall be directly paid by the Company to the City in accordance with the respective dates set forth on Exhibit A (each, a “**Contribution Date**”). Prior to termination, the Company may, in its sole discretion at any time, pay the unpaid remaining aggregate Contribution amounts. The Company shall provide evidence to the City of the completion of a Contribution no later than sixty (60) days after such Contribution is made. A failure to make the Contributions set forth in this Agreement shall not be considered a default under any other agreement between the Company and the City, including, without limitation, the Incentive Agreements; provided, however, that following a failure by the Company to make the Contributions pursuant to this Agreement, the City may, in its sole discretion, suspend the abatements and incentives to be received by the Company under the Incentive Agreements and/or terminate the Incentive Agreements pursuant to the terms of the Incentive Agreements. Notwithstanding the foregoing, the Company shall not be obligated to make any Contributions to the City until the City has been onboarded as a vendor in the Company’s vendor payment system. The Company hereby acknowledges that the City is relying on the Contributions to support further community and economic development of the City.

- 1.2. The Contributions are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Contributions shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Contributions shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement or the Incentive Agreements and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. Nothing in this Agreement will be construed as a commitment by or expectation of the City to use the Contributions or other funds of the City to build water and sewer infrastructure that may be described in future agreements between the Parties to advance the development of the Project.

2. **Fund Disbursements.** Once any of the Contributions have been made by the Company, the City shall be solely responsible for the disbursement of any amounts from the Fund, and the City hereby agrees to adhere to any and all conflict of interest policies then in effect with respect to such distributions and use of the same. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payment made to the City under this Agreement.

3. **Annual Reporting.**

- 3.1. During the term of this Agreement, the Company shall annually submit, by February 1 of each year, to the City a report describing all Contributions made in accordance with this Agreement. In the event the City requests additional information from the Company concerning its compliance with the commitments set forth herein, the Company shall provide the City with adequate written information reasonably responsive to the City’s request within sixty (60) days thereof.
- 3.2. During the term of this Agreement, the City shall annually submit, by February 1 of each year, to the Company a report describing all distributions from the Fund. In the event the Company requests additional information from the City concerning its compliance with the commitments set forth herein, the City shall provide the Company with adequate written information reasonably responsive to the Company’s request within sixty (60) days thereof.
- 3.3. The City acknowledges applicable anti-corruption laws prohibit the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. The City will not violate or knowingly permit anyone to violate applicable anti-corruption laws prohibition on bribery or

any applicable anti-corruption laws in performing under this Agreement. After compliance with Section 5 hereof, the Company may terminate or suspend performance under this Agreement if the City breaches this Section. The City will maintain true, accurate, and complete books and records concerning any payments made to another party by the City under this Agreement, including on behalf of the Company. The Company and its designated representative may inspect the City's books and records to verify such payments and for compliance with this Section.

4. **Additional Commitments.** The Parties agree to use commercially reasonable efforts regarding the additional commitments set forth on Exhibit C with respect to the Project.

5. **Default.** In the event one party (the "Claiming Party") determines that the other Party (the "Defaulting Party") has failed to satisfy the requirements of this Agreement, the Claiming Party shall notify the Defaulting Party in writing of such default. The Defaulting Party shall have sixty (60) days from the effective date of the notice to cure the reason for default (the "Cure Period"). The Claiming Party may, in its sole discretion, elect to extend the Cure Period. The Claiming Party hereby agrees that any timely cure made or tendered by the Defaulting Party's affiliates shall be deemed to be a cure by the Defaulting Party and shall be accepted or rejected on the same basis as if made or tendered by the Defaulting Party. Following the Cure Period, if a cure does not occur, (i) the Claiming Party shall have all rights and remedies against the Defaulting Party as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default (excluding any consequential, punitive, or special damages), or to obtain any other remedy consistent with the purposes of this Agreement, and (ii) this Agreement may be terminated, at the Claiming Party's election, upon written notice from the Claiming Party to the Defaulting Party that such default has not been cured within the Cure Period. In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover, or other special, incidental, consequential, indirect, punitive, exemplary, or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability, (b) the Company's liability for direct damages under this Agreement exceed the total Contributions, and (c) the City's liability for direct damages under this Agreement exceed the total Contributions actually received by the City.

6. **Termination of Agreement.** This Agreement shall automatically terminate and be of no further force and effect upon the completion of Company's responsibilities under Section 1 and the Company's and the City's subsequent reporting requirements in Section 3; provided, however, that notwithstanding anything to the contrary herein, this Agreement shall, in all events, terminate as of March 31 of the year following the payment of Contribution Number 4 (as identified on Exhibit A) (the "Termination Date"), and neither Party shall have any further obligation to the other Party whatsoever hereunder other than those which explicitly survive the expiration or earlier termination of this Agreement.

7. **Public Announcements.** No public announcement or other dissemination of information regarding the terms of this Agreement shall be released or published without the prior written consent of the other Party; provided, that, either Party may make any release or publication as may be required by any regulatory reporting requirements, applicable law, rule, regulation, or order binding on the Party making the disclosure, and, if such Party is so obligated, the disclosing Party shall give prior notice thereof to the other Party, shall cooperate with the other Party to prepare a mutually acceptable disclosure, and shall provide a copy thereof to the other Party contemporaneously with the release or publication. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Conditions Precedent.**

8.1. Notwithstanding any provision to the contrary in this Agreement, and for the avoidance of doubt, the Company's entitlement to any benefit under any other agreement with the City will not be denied on the basis of any alleged default under the terms of this Agreement or of any separate agreement(s)

between or among the Parties, including, without limitation, the Incentive Agreements.

8.2. Upon timely payment of each Contribution in accordance with the terms set forth in this Agreement, the Company will have no further responsibility for the disposition, use, or purposes of any funds paid pursuant to this Agreement.

9. **Miscellaneous.**

9.1. **Entire Agreement.** This Agreement, including any exhibits, contains the entire agreement by and between the Parties concerning the matters set forth herein and supersedes any prior understanding or agreements between the Parties. This Agreement may not be amended or modified except in writing by the Parties. No reference to any other agreement herein will constitute an incorporation of any of the terms of that agreement into this Agreement, except as expressly stated herein, including, without limitation, the Incentive Agreements.

9.2. **Waiver.** No delay or failure by the Parties to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9.3. **Headings.** The subject headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

9.4. **Notices.** Any notice, demand, request, or other communication which a Party may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two (2) business days after mailing):

If to the Company: Amazon Data Services, Inc.
Attention: General Counsel
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com, aws-legal-re@amazon.com,
AWS-econ-dev@amazon.com
Fax: (206) 266-7010

If to the City: City of Hobart, Indiana
Attention: Mayor
City of Hobart
414 Main Street
Hobart, Indiana 46342
Email: mayorjosh@cityofhobart.org

With Copy to: City of Hobart, Indiana
Attention: City Attorney
City of Hobart
414 Main Street
Hobart, Indiana 46342
Email: hmccarthy@cityofhobart.org

or at such other address as the Party to be served with notice may have furnished in writing to the Party

seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

9.5. Counterparts. This Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument, notwithstanding that all the Parties have not signed the original or the same counterpart. Any counterpart hereof signed by the Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

9.6. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

9.7. No Joint Venture. Nothing contained in this Agreement will be construed to constitute any party as a joint venturer with the Company or the City or to constitute a partnership between the Company and the City.

9.8. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9.9. No Fees. The Contributions are not "fees for deductions" under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

9.10. Authorization. The persons executing and delivering this Agreement on behalf of the Parties represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this Agreement in such capacity as is indicated below.

9.11. Governing Law. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity, or otherwise), the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

9.12. Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, except that the Company may assign this Agreement to an affiliate or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction. The rights and obligations contained in this Agreement may not be assigned by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE(S) TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

COMPANY:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By:  _____
Printed: Keith Klein _____
Title: ~~Authorized Signatory~~ _____

CITY:

CITY OF HOBART, INDIANA

By: _____
Printed: _____
Title: _____



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

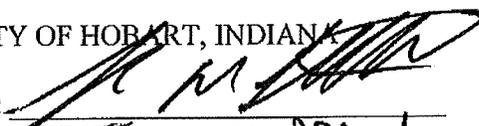
COMPANY:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By: _____
Printed: _____
Title: _____

CITY:

CITY OF HOBART, INDIANA

By: 
Printed: Soshi Huddleston
Title: Mayor

CONFIDENTIAL

EXHIBIT A Contributions

CONTRIBUTION NUMBER	CONTRIBUTION AMOUNT*	PAYMENT DUE DATE
1	\$47,000,000.00	January 31, 2026
2	\$45,000,000.00	The later of (i) thirty (30) days from the commencement of vertical construction of the first shell of the Project, and (ii) December 31, 2026.
3	\$43,000,000.00	The later of (i) thirty (30) days from issuance of the temporary certificate of occupancy for the first three (3) shells of the Project, and (ii) December 31, 2027.
4	\$40,000,000.00	The later of (i) thirty (30) days from issuance of the temporary certificate of occupancy for the first nine (9) shells of the Project, and (ii) December 31, 2028.

* The Contributions listed above shall be reduced by the amount of any Community Impact Payments (as defined in the Incentive Agreements) paid during the corresponding calendar year pursuant to the Incentive Agreements. For example, if \$7,000,000.00 in Community Impact Payments are paid between January 1, 2027 and December 31, 2027, Contribution 3 shall be reduced by \$7,000,000.00 resulting in a net payment of \$36,000,000.00. For the avoidance of doubt, the Contributions listed above shall not be reduced by the amount of any One-Time Community Impact Payment (as defined in the Incentive Agreements).

EXHIBIT B
Project Site

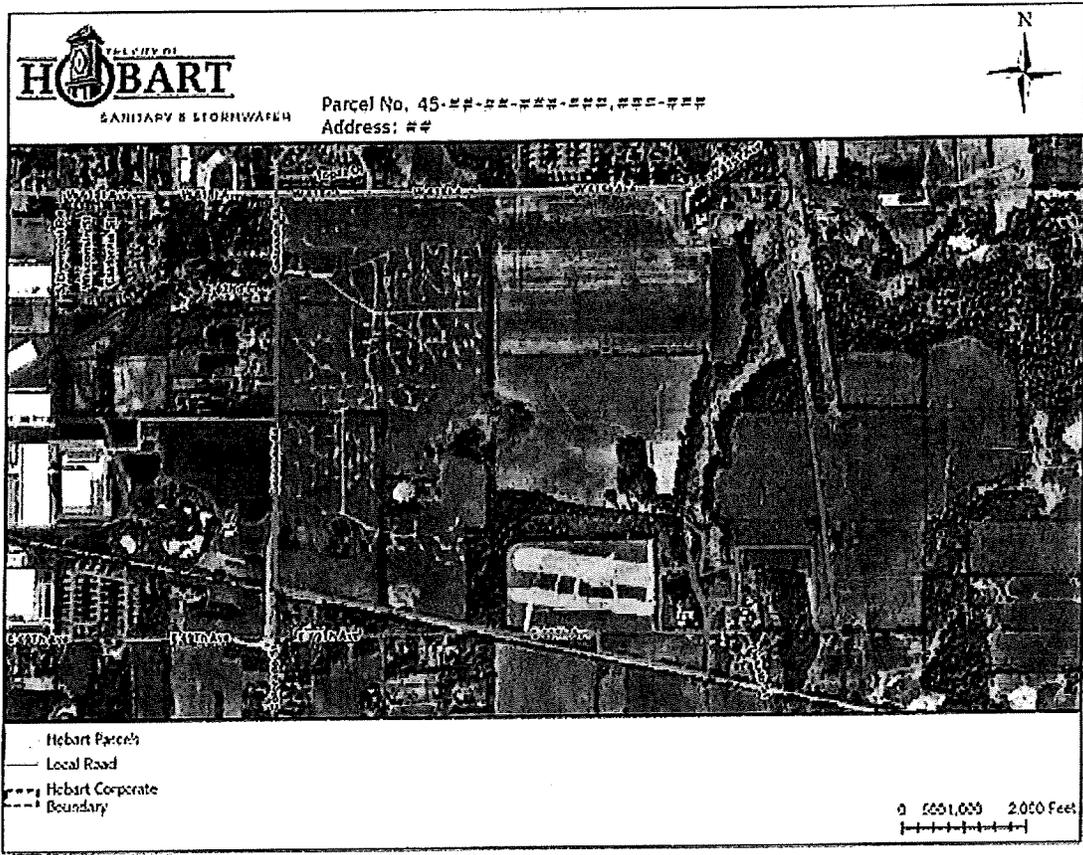


EXHIBIT C
Additional Commitments

Company Commitments

1. **Generator Testing, Commissioning, and Emergency Generator Use.** The Company shall be in compliance with the Environmental Protection Agency (EPA) permit associated with the Project.
2. **Infrastructure Improvements.** The Company will coordinate with the City and applicable state/local agencies to support roadway and utility improvements.
3. **Fire Training.** The Company shall provide bi-annual fire department training sessions with local and regional fire departments for up to two (2) years.
4. **Sustainability.** The Company shall utilize sustainable practices, including pollinator-friendly landscaping and water quality protections.
5. **Roadway Improvements.** The Company shall fund all required pavement restoration, roadway upgrades, and associated improvements necessitated by the Project.
6. **Acoustics.** Notwithstanding any other provisions of the City's noise ordinance, sound emanating from data center operations on the Property shall not exceed sixty-five (65) dBA when measured at any Project property boundary. The sound level restrictions shall not apply to emergency repairs and maintenance, public utility work, construction of public projects, or temporary backup power generation during utility outages.
7. **Vibration.** The Project is not expected to generate smoke, vibration, or dust beyond levels customary for industrial construction and operations in the Project area. During construction and development of the Project, Amazon shall implement industry-standard control measures and comply with all applicable Lake County requirements regarding construction activity. The operational characteristics of the data center, including all mechanical equipment, shall be designed and maintained to ensure compatibility with surrounding uses.
8. **Construction.** A construction mitigation plan will be drafted by the Company (the "Construction Mitigation Plan") and submitted for review and concurrence by the City's Planning Director. The Construction Mitigation Plan will address, at minimum, construction traffic control measures, including any mitigation measures to be implemented during weekday morning and afternoon peak travel hours.
9. **Responsible Bidding.** A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.
10. **Decommissioning.** Upon ceasing of operations at all or any portion of the Project Site, the Company agrees to comply with all applicable land use regulations, zoning ordinances, vacant building ordinances, and State law regarding unused buildings.

City Commitments

1. The City shall assist with property zoning, subdivision, roadway vacations, and other land entitlements required for the Project.
2. The City shall expedite permitting to facilitate Project timelines wherever possible.
3. The City shall apply, in its sole discretion, collected Contributions to designated public benefit uses (e.g., economic development, infrastructure, fire services, parks, education, water quality).

Shared Commitments

1. The Parties agree to mutually exchange and share all traffic modeling, engineering analyses, and planning data as such information becomes available.