

Town of Lansing
Zoning Board of Appeals Meeting
Tuesday, December 16, 2025 6:30 PM
Lansing Town Hall, 29 Auburn Rd

Present

- 6 Jack Young, Chair
- 7 Susan Tabrizi, Vice Chair
- 8 Mary Stoe
- 9 Rick Hayes
- 10 Roger VandePoel
- 11 Jamie Jones

Excused

Other Staff Present

14 Kelly Geiger, Planning Clerk
15 Guy Krogh, Legal Counsel
16 Shaun Logue, MRB Senior Planning Associate
17 Will Stone, Legal

Public Present

20 Attendance and Sign-up to speak sheets for this meeting are located on pages 3-8 of the minutes

22 Jack Young opened the meeting at 6:41 pm

Action Items:

Appeal of Code Enforcement Officer's written zoning interpretation dated October 22, 2025

Project: Cayuga Data Campus

28 Project Bayuda Data Camp
29 **Applicant:** Fred DelFavero

30 **Location:** 228 Cayuga Drive, TPN 11.-1-3.211

31 **Project Description:** Appeal of Code Enforcement Officer's (CEO) written zoning
32 interpretation dated October 22, 2025, that the proposed high-performance computing ("HPC")
33 research facility is not a permitted principal use in the IR District. The Applicants appeal that
34 determination and seek a finding that the proposed use is properly classified as a "Scientific
35 Research Laboratory", a permitted principal use within the IR District under the Town of
36 Lansing Zoning Code.

37 Anticipated Action Items: Public Hearing; possible determination of appeal

39 Summary of Discussion:

40 • ZBA Chair opened the Public Hearing for Appeal #1 at 6:53, Mary Stoe Moved and Rick
41 Hayes Seconded the motion, Roll Call Vote-(5) Aye
42 • Kerri Langlais, CSO of TeraWulf was present to address both appeals
43 • Letter and support documents of determination by Code Enforcement Officer, Scott
44 Russell were read into record
45 • Public comments were made for and against the project and written comments were
46 submitted to the Board. **Written Comments can be found on pages 9-195**

47 • ZBA Chair closed the Public Hearing at 9:00, Rick Hayes Moved and Susan Tabrizi
48 Seconded the motion, Roll call vote-(5) Aye
49

50 **Intermission:** 15 minutes
51

52 **Appeal of Code Enforcement Officer's written zoning interpretation dated November 10, 2025**

53 **Project:** Cayuga Data Campus

54 **Applicant:** Fred DelFavero

55 **Location:** 228 Cayuga Drive, TPN 11.-1-3.211

56 **Project Description:** Appeal of Code Enforcement Officer's (CEO) written zoning interpretation
57 dated November 10, 2025, that the proposed high-performance computing ("HPC") research
58 facility is not a permitted principal use in the IR District. The Applicants appeal that
59 determination and seek a finding that the proposed use is properly classified as a "General
60 Processing" and/or "Warehouse / Storage of non-agricultural goods", each a permitted principal
61 use within the IR District under the Town of Lansing Zoning Code.

62 **Anticipated Action Items:** Public Hearing; possible determination of appeal.
63
64

65 **Summary of Discussion:**

66 • ZBA Chair opened the Public Hearing for Appeal #2 at 9:16, Rick Hayes Moved and
67 Susan Tabrizi Seconded the motion, Roll Call Vote-(5) Aye
68 • Paul Preger, CEO of TeraWulf was present to address this appeal
69 • Public comments were made for and against the project and written comments were
70 submitted to the Board. **Written Comments can be found on pages 9-195**
71 • ZBA Chair closed the Public Hearing at 10:08, Rick Hayes Moved and Susan Tabrizi
72 Seconded the motion, Roll call vote-(5) Aye
73

74 Jack Young adjourned the meeting at 10:09 PM
75

76 Minutes taken and executed by Kelly Geiger

Zoning Board Meeting

December 16, 2025

ATTENDANCE SIGN IN SHEET

PRINT NAME

3 Clegg
~~Tom Slatton~~
Rebecca Foye
Tom Casavant
Ed McLaughlin
LAURA + DAVID Clevenger
Sabrina Schustan
Isaac Ensel
Yasmin Kuczynski
Dorothy Pomponio
Adam Missavah
Brennen Feint
Christopher Keller
Emma Gutierrez
Tom Butler
Fernando Aguirre
Liv Licuti
Sarah Gaston's
Diane Duthe
Tony Eisenhut
Corky Baker
Erin Harkenrider
John Duthie
AIDAN JOHNSTON
CORALEE McNEE

ADDRESS

Village of Cayuse Hts
Freetown, NY
Seneca, NY
94 Teeter Rd
418 Mitchell St ITHAC
110 Ludlow Rd Lansing NY
229 Coddington Place
Ithaca, NY
Groton, NY
TRUMANSBURG
Lansing, NY
Teeter, NY
Danby, NY
Lansing, NY
Ithaca, NY
324 Dayton KM
6001 Winston Ct. Lansing
431 Auburn Rd. Lansing
15 Dandyview Hts, Lansing NY
88 Buck St Lansing, NY
Freeville NY
Lansing NY

Zoning Board Meeting

December 16, 2025

ATTENDANCE SIGN IN SHEET

PRINT NAME

CRAIG CHRISTOPHER

Maureen Stanhope

IRA GOLSTEIN

Matthew Hecking

Kaspar Kuehr

Nina Hull

Jacquie Vujec

Emily Bunker

ROBERT BALKER

TONY LOMONACO

DAN KORNBLUM

RUBEN CARBASA L

Eletha Carasal

Toby Keller

Sara Julian

Madison Jordan

Prentice Smith

Rose Mazzarella

Eve Lampugnali

Philip Adrian

Joseph Wetmore

ADDRESS

130 ASBURY RD LANSING

Collins Rd ~~tales~~

154 Compton Rd ITHACA

Dey St, Ithaca

1610 Ellis Hollow Ithaca

Borenville Rd Brooktondale

Borenville Rd Brooktondale

1610 Ellis Hollow Ithaca

6 Choke Ln Ithaca

214 E falls st Ithaca

425 N AURORA ITHACA

105 AUBURN RD LANSING, NY

105 Auburn Rd LANSY, 14882

196 Hessey rd willsville ny 13808

3 1/2 Miles St, Binghamton Ny, 13905-

3 1/2 Miles St, Binghamton Ny 13905

LABORER LOCAL 785 622 W. STAT ST ITHACA

Utica St Ithaca NY

S Albion St Ithaca

5 Albany St Ithaca

LANSING RESIDENTS SIGN UP TO SPEAK PUBLIC HEARING #1 ZBA DECEMBER 16,2025

PRINT NAME

✓	Robert Rieger	34
✓	Aaron Gubba	37
✓	Sam Nidham	40
✓	John V. Dennis	42
✓	Harold Mills	45
✓	Lisa Martin	47 $\frac{1}{2}$
✓	Ken Wolk	50
	Sarah Costonis	50
✓	Lauren Baker	51
	Aimee Coffey	
✓	Carrie Koplinka-Loehr	52
✓	Theresa Costonis	55
✓	David	59
✓	John Duthie	46

ADDRESS

50 Lake Forest Dr Lansing
105 Nur Ridge Rd. Lansing
1 Maple Ave, Lansing
~~8935 Cady Rd, R.R. 1, N.Y. of Lansing~~
110 Ludlow Rd.
720 Ridge Rd
154 C Ludlowville Rd
~~601 Winston~~
Buck Rd, Lansing
118 Ross Rd, Lansing, N.Y.
18 Killzoo

NON-RESIDENTS SIGN UP TO SPEAK

PUBLIC HEARING #1

ZBA DECEMBER 16,2025

PRINT NAME

✓	Evan Alvarez	01
✓	Hannah Toombs	04
✓ ①	Kerry Anne Bultman	05
✓ ②	Todd Brown	07
✓ ④	Stephen Daly Esq.	10
✓	Rebecca Frye <small>FINGER LAKES STRONG</small>	14
✓	Andrew Childress	16
✓	Corey Bryant	17
✓	JOSEPH CLEVELAND	18
	Kerry Bultman	
✓	Corey McNaughton	20
	YOSHIO KOBAYASHI	
✓	SATYAVRAT	24
✓	Nathan Sitaraman	25
✓	Claire Thompson	28
✓ ③	Anastasia Malyshian	29
✓	JACKIE DRESSER	31
✗	MIKE WODRA	
✓	Jerry Goodenough	34
✓ ⑥	SETH LITTER	35
✓ ⑤	TESSA Sage Flores	
✓	^{Marcus} Converse	38
✓	Kelly Doolittle	40
✓	Lawrence McCann	41
	John Smith	

ADDRESS

	EAlv366@yahoo.com
	1000 Park Ave
	Ithaca, NY
	134 Cecil AMelone Drive
	6 N. Main St Suite 2000 Fairport
	NY
	Freetown, NY
	Ithaca, NY
	Newfield NY
	Ithaca
	Ithaca
	Marathon, NY
	ITHACA
	Ithaca
	Ithaca, NY
	Seneca Falls, NY
	Ithaca NY
	Ithaca
	McLean, NY
	East Seneca NY
	Ulysses NY

LANSING RESIDENTS SIGN UP TO SPEAK

PUBLIC HEARING #2

ZBA DECEMBER 16, 2025

PRINT NAME

Robert Rieser
 Lisa Lincoln 28
 ② AARON GUILBEAU 30
 John V. Dennis
 ③ Gay Nicholson 35
 ⑤ HAROLD MILLS 36
 ⑦ Lisa Martin 39
 ④ Ken Wolkow 40
 Theresa Costonis
~~CHRISTOPHER~~
 Aimee Caffrey 41
 Brandon Frame 45
 Lawrence McCann 46
 John Dennis 48

ADDRESS

50 Lake Forest Dr Lansing
121 Dates Rd
105 Nut Ridge Rd. Lansing
893 Cayuga Ht-Rd, Voth Lansing
1 Maple Ave, Lansing 14852
110 Ludlow Rd.
720 Ridge Rd
154C Ludlowville Rd
18 Village Circle Lansing
Salmon Creek Rd

NON-RESIDENTS SIGN UP TO SPEAK
PUBLIC HEARING #2
ZBA DECEMBER 16,2025

PRINT NAME

ADDRESS

(2) Todd Burch
 (4) Stephen Daly, Esq. ¹⁰⁰
 (3) Anastasia Moynihan ⁵⁴
Elaine Thompson
 (1) Kerry Anne Buckman ⁵⁵
 (2) SEMI CUTTER
 (2) Tessa Sage Flores
 Ben Kornblum
 Toby Keller
 Cory McNighton ⁵⁹
 IRA Goldstein ⁸

134 Cecil A Malone Jr.
6 N. Main St. Suite 200 Ithaca NY
410 Utica St Ithaca, NY
Ithaca
Ithaca
Ithaca NY
Ithaca NY
Ithaca NY
Dinby NY

Warehouse

①

Hello my name is Tessa Sage Flores
I'm here to ask the Zoning Board
of appeals to uphold the Code
Enforcement Officer's ruling that
TeraWulf's AI data center
cannot be classified as a
warehouse. A data center does
not store physical goods or
commodities. NYS code defines
data centers as IT facilities,
not storage structures and the
town's intent in 2003 was never
to include high energy computing
under "warehouse of non-agricultural
goods" under section 270-8,
unlighted uses are disallowed.
Please affirm the CEO's decision + reject
this appeal. Thank you

GPU = graphics processing units
~~used to accelerate complex tasks like
AI, machine learning, + high performance
computing~~

①

Laboratory - Hello, my name is
Tessa Sage Flores + I am here to support
the Code Enforcement Officer's decisions,
to support you as members of the
Zoning Board of Appeals to uphold
his ~~these~~ decisions + to share some
concerns I have with TeraWulf's AI
Data Center being classified as a
'Scientific Research Laboratory'

ZBA 12.16.25 meeting with
written Public comments

TeraWulf has never claimed to be
a scientific research laboratory
before this zoning approval process.

In fact, TeraWulf's own Chief
Strategy Officer, Terry Langlais is

(2)

on the record stating that "TeraWulf is an energy infrastructure company NOT a technology company" - just last October 7th at a TeraWulf Open House.

Please do not allow TeraWulf to manipulate the original intent of the zoning board of appeals & convince you that their large scale data processing center, posing as a scientific research facility, fits the board's ~~initial~~ original conception of a 'scientific research laboratory'.

In addition, according to section 270-8 of the town code "

(3)

" any land use not specifically permitted under this chapter shall be disallowed unless a use variance therefore shall be properly obtained. Clearly the CEO was correct in determining that the AI data center is NOT allowed as it clearly not a laboratory.

Thank you

Hello, my name is John Glauser and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with TeraWulf's appeals. **I am against the TeraWulf's AI Data Center being classified as "Scientific Research Laboratory."**

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

TeraWulf has never cited themselves as being a scientific research laboratory before this zoning approval process. In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." This happened at their two Open Houses, on October 29th and October 7th respectively. How, then, can they claim to be a scientific research laboratory?

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question."

In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and not allow TeraWulf's AI Data Center to manipulate the definitions to make their site plan fit in with Lansing's codes.

Hi, my name is Dr. Catherine Kagemann and I am against Terawulf's AI Data Center being classified as a scientific laboratory. The facility itself is not conducting research. Data management and storage do not fall under what scientists describe research. We describe research as trying to answer a hypothesis or proving a claim. As a computational biologist with a specialty in AI and machine learning, I feel confident saying that data management and storage, what Terawulf's data center will do, does not fall under research. I myself use Cornell's data center for research. However, Cornell's data center is not conducting the research for me, just as Terawulf wouldn't.

Thank you,
Catherine

LAUREN BAKER

I want to speak briefly to the record about the history of this site and the Town's prior actions, because context matters in a public hearing like this.

In June of 2019, the Town Board adopted Resolution 19-106, urging New York State agencies to support the deactivation of the Cayuga coal plant and its repurposing into a large-scale data center powered by renewable energy. That resolution cited specific public benefits, including environmental remediation, reuse of existing infrastructure, job creation, and alignment with New York's clean energy goals.

In March of 2020, the Town Board again acted, adopting Resolution 20-71. That resolution reaffirmed the Town's support for the same redevelopment concept and further endorsed related broadband infrastructure improvements, explicitly recognizing the project's consistency with the Town's Comprehensive Plan and long-term economic interests.

These were not symbolic resolutions. They were formal actions, adopted unanimously, after public process, and entered into the Town's official record. Together, they reflect a clear policy direction taken by the Town regarding this site and its future use.

I understand that the Zoning Board of Appeals has a specific, limited role, and I respect the quasi-judicial nature of that responsibility. At the same time, I believe it is appropriate for the Board to be aware that this proposal does not arise in a vacuum. It follows years of public discussion and prior legislative support for transitioning this site away from coal and toward a data center use.

In that context, the reason this matter is before the Board is that the zoning code predates modern data centers, not because the use is fundamentally out of place in the IR district. Industrial and certain utility uses are allowed in that district, and data centers are widely understood to function in a similar manner. Evaluated in that context, the proposal aligns with the types of uses the district was created to accommodate, provided the applicable standards are satisfied.

My purpose tonight is not to advocate for a predetermined outcome, but to ensure that the historical record and the zoning framework are both fully acknowledged as part of this hearing.

My name is Lawrence McCann I am directly affected by the Cayuga Lake plans to destroy through Zoning our community via the aggressive tactics and destructive plans of TeraWulf. I would like to directly address TeraWulf's Data Center "Scientific Research Laboratory" appeal of their zoning request.

I wish to highlight my concerns, which I have with this Out-Of-State corporation's appeal. I am against TeraWulf's ^{LANSING} ~~mascarade~~, posing as a ^{It} Scientific Facility. This appalling pretense, as a "Scientific Laboratory" manipulates and distorts it's distinct objective to force this super-large-scale Data Center within Lansing's codes. It is designed and intends to violate and abuse the purpose of the Zoning Laws implemented through many, many years.

Also section 270-8 of the ^{LANSING} Town Code ~~any~~ land use, not specifically permitted under this chapter, shall be disallowed ~~uses~~ ^{is} clearly a distinct usage, that is different from a "Laboratory" and thus is forcefully and strickly disallowed.

I am here as a Citizen of Tompkins County, a resident of Cayuga Lake, a member of the FLLT and numerous community groups; and I am in solid opposition of this travesty. I am in support of the Code Enforcement Office's interpretation and you have my backing in rejecting these appeals. I offer my respect and full support of the ZBA and hope that the community can become aware of the damage and threats from TeraWulfs plans.

Thank You for your consideration *This is Not an Economic Good*

December 16, 2025

Hello, my name is Julia de Aragón and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with TeraWulf's appeals. **I am against the TeraWulf's AI Data Center being classified as "Scientific Research Laboratory."**

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." **TeraWulf has never cited themselves as being a scientific research laboratory before this zoning approval process.** In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." **This happened at their two Open Houses, on October 29th and October 7th respectively. How, then, can they claim to be a scientific research laboratory?**

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": **"Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question."**

In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and **not allow TeraWulf's AI Data Center to manipulate the definitions to make their site plan fit in with Lansing's codes.**

Also, according to section 270-8 of the town code “Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained.” So as the CEO interpreted, **the AI data center is not allowed, as it is clearly a distinct use that is different from a Laboratory.**

On a personal note, I am employed at Cornell University and there is significant support here of the Code Enforcement Officer and members of the zoning board of appeals. You are supported by the local community, and we stand behind you!

Sincerely,

Julia de Aragón

December 16, 2025

Hello my name is Julia de Aragón and I am here to support the Code Enforcement Officer's determination on the TeraWulf's application and to point out my concerns with their appeals. I am against TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."

TeraWulf pretending their AI Data Center classifies a "warehouse or storage of non-agricultural goods" is unfounded. The Code Enforcement Officer provided the following definitions from NYS Building Codes and the dictionary:

Data Center: a room or building, or proportions thereof, used to house information technology equipment (ITE) and serving total ITE load greater than 10kW and 20 kW/ft² (215 W/m²) of conditioned floor area.

Warehouse: a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as: Agriculture or mining, an article of commerce especially delivered for shipment, or A mass-produced unspecialized product.

TeraWulf cited Merriam-Webster for their definition of "data center" **but when I searched "Data center" in Merriam-Webster online dictionary no results were found.**

Unfortunately, the word "goods" is undefined in the town's codes. It is my belief that if TeraWulf had not wrongly asserted that the moratorium was targeted at their development and then campaigned against the moratorium, with mention of litigation if the moratorium passed, then the town might have had a chance to update their wording and add some definitions that were missing.

Since that didn't happen, **the town should be required, as stated by the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals," to attempt to**

determine the governing board's original intent of the phrase "Warehouse, storage or wholesaling of nonagricultural goods or materials" in enacting the provision in question. I think we will all see that the original intent was not a data center with extremely high energy needs. Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained." So as the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a warehouse.

On a personal note, I am employed at Cornell University and there is significant support here of the Code Enforcement Officer and members of the zoning board of appeals. You are supported by the local community, and we stand behind you!

Please uphold the decisions made by the Code Enforcement Officer and do not grant these appeals. Thank you.

Sincerely,

Julia de Aragón

(3)

that the original intent was not a data center with extremely high energy needs. Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained." So as the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a warehouse.

Please uphold the decisions made by the Code Enforcement Officer and do not grant these appeals. Thank you.

*Alternative comment
Anastasia Moynihan*

2. Hello my name is _____ and I am here to support the Code Enforcement Officer's determination regarding Cayuga Data Campus as "Warehouse/ Storage on non-agricultural goods." I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as:

Agriculture or mining

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of the State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 Mega Watt data campus for artificial intelligence is a far reach from a warehouse.

Please, uphold the decision made by the Code Enforcement Officer.

~~(ad lib if you have time)~~

Thank you.

M
2. Hello I am here to support the Code Enforcement Officer's interpretation of the Code which does not allow Cayuga Data Campus to operate as "warehouse/ storage of non-agricultural goods." The CEO's conclusion is that TeraWulf's data center is not premitted. It's not defined by the town code, and therefore not allowed (§270-8). TeraWulf's submission for a "general

be considered to be a "product" they are selling. This appears to be the first time TeraWulf is positioning themselves as a scientific research laboratory, seemingly for the purposes of manipulating the code interpretation in their favor. TeraWulf CSO Kerri Langlais admitted at an open house that they are an energy infrastructure company, not a technology company, so they should not be able to now claim that they are doing research in their facilities.

*Anastasia
Moynihan*

Hello my name is _____ and I am here to support the Code Enforcement Officer's determination on the TeraWulf's application and to point out my concerns with their appeals. I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."

TeraWulf pretending their AI Data Center classifies a "warehouse or storage of non-agricultural goods" is unfounded. The Code Enforcement Officer provided the following definitions from NYS Building Codes and the dictionary:

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TeraWulf cited Merriam-Webster for their definition of "data center" but when I searched "Data center" in Merriam-Webster online dictionary no results were found.

Unfortunately, the word "goods" is undefined in the town's codes. It is my belief that if TeraWulf had not wrongly asserted that the moratorium was targeted at their development and then campaigned against the moratorium, with mention of litigation if the moratorium passed, then the town might have had a chance to update their wording and add some definitions that were missing.

Since that didn't happen, the town should be required, as stated by the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals," to attempt to determine the governing board's original intent of the phrase "Warehouse, storage or wholesaling of nonagricultural goods or materials" in enacting the provision in question. I think we will all see

Mark Zuss, Lansing
Mark Zuss 12/18/25

Two primary questions emerge from the upcoming Code Enforcement Officers prerogative to determine Cayuga Data Campus' application for operating rights in the IR district.

1-One is the question of the purported scientific nature of the enterprise.

The overriding issue here is "where is the science."

It is evident that no 'research design' or model has been proposed. If this is to be a rigorous scientific program, there needs to be disclosure of the researchers' methods and models. Are any of the companies TeraWulf will rent for use in this "vertically integrated next generation digital infrastructure" prepared to offer their quantitative or mixed quantitative/qualitative models, including the component variables that might comprise the selection of their data? Are they ready to acknowledge any pre-existing models, used deductively, for interpretation of outcomes and selection of their sample?

What constitutes a sample for HPC hosting and colocation services? Who constitutes the research design and implementation? What would their qualifications consist in? Would there be any claim to short term versus longitudinal methods serving to integrate an unknown number of empirical or anticipated variables? Where is the science? how can we have any confidence in the rhetorical claim that genuine scientific research is being pursued?

2-The other question is liability-it is not evident at this point that either Cayuga Power Operating System, the owner of the land, or TeraWulf, the hosting services provider of this services environment, are responsible for any liabilities with regard to malfunction, damage or destruction to the infrastructure, the site itself and the Cayuga Lake multicounty ecosystem. It is ~~not~~ apparent at this time that neither the DEC, Cayuga Power Operators, TeraWulf ,nor the companies that are being hosted have been tasked in leases or contracts to insure the maintenance, upkeep and protection of both the site and its potential for irreparable

environmental damages. At meetings we have heard of financial and possible hosts that include Google and the United Arab Emirates. It seems dubious that they could ever be held accountable for deterioration, abandonment of the facility. TeraWulf exercises no control over the services rented, including their purpose, viability or impact on the existing and future viability of the Finger Lakes region.

From Mirriam Webster, <https://www.merriam-webster.com/>
Scientific," The first known use of scientific [as defined below in 1] was in 1645"
“1 : of, relating to, or exhibiting the methods or principles of science
2: conducted in the manner of science or according to results of investigation by science : practicing or using thorough or systematic methods”

Research:

“1 : studious inquiry or examination
especially : investigation or experimentation aimed at the discovery and interpretation of facts, revision of accepted theories or laws in the light of new facts, or practical application of such new or revised theories or laws”
“2: the collecting of information about a particular subject”
“3: careful or diligent search”

Laboratory:

“1a: a place equipped for experimental study in a science or for testing and analysis
a research laboratory
broadly : a place providing opportunity for experimentation, observation, or practice in a field of study
b: a place like a laboratory for testing, experimentation, or practice”

Campus

“1: the grounds and buildings of a university, college, or school
2: a university, college, or school viewed as an academic, social, or spiritual entity
3: grounds that resemble a campus
a hospital campus
a landscaped corporate campus”

The proposed HPC masquerading as a Scientific Research Laboratory is a charade.
Terawulf, Cayuga Operating, and Lake Hawkeye will have no scientific or any control over what it tenants' cpus and gpus generate.

Indeed, it really does not seek that control, it only wishes rent out its HPC fiber, water, and electricity, as demonstrated by ~~in~~ public statements and material for its investors and tenants.

As a resident of Lansing I ask the ZBA to not permit this as an allowed land use because and HPC is not a Scientific Research Laboratory

*Terawulf
Cayuga
Operating
Cayuga
Lake
Hawkeye*

Lansing Zoning Ordinance

270-5 Description of districts; intent.

H. Industrial-Research (IR) District. The intent of the IR District is to designate areas where some form of light manufacturing, fabrication, assembly or research, mining and power generation/utilities are appropriate and desired land uses. These areas will become small employment centers that could contain a variety of land use activities. To achieve the type

of development that will be compatible with the surroundings, it is appropriate to consider each proposal individually. Site planning concerns relate to accessibility, impact on nearby neighborhoods, parking and safe traffic movement, landscaping, buffers, environmental factors, lighting, size, location and such other elements as may be reasonably related to health, safety, property value and the general welfare of the Town.

270-8 Uses Not Listed As Permitted Are Not Allowed

Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefor shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone, such as (but not limited to) planned development zones. As to preexisting, nonconforming uses, this chapter shall be interpreted and applied so as to eliminate the same as soon as legally practicable.

Yea Yeaoh
Lisa Lincoln
Lansing, NY

Dr. Aimée Caffrey
660 Salmon Creek Road
Lansing, NY 14882

Tuesday, December 16th, 2025

To the Lansing Zoning Board of Appeals
Re: Appeals Seeking to Classify a Utility-Scale AI/Data Center as “General Processing,”
“Warehouse,” or “Research Laboratory”

I respectfully submit this comment in support of the Zoning Officer’s determination and to urge the Board to deny the pending appeals in their entirety. The requested classifications are unsupported by the Town Code as adopted in 2003, by historic zoning practice, and by fundamental principles of New York zoning law.

I. The Governing Rule Is Clear: Unlisted Uses Are Disallowed

Section 270-8 of the Lansing Town Code provides:
“Any land use not specifically permitted under this chapter shall be disallowed unless a use variance therefor shall be properly obtained.”

This provision is mandatory, not discretionary. It imposes an affirmative obligation on the ZBA to deny appeals that attempt to fit a new or materially different use into an existing category through creative interpretation rather than through a zoning amendment or a use variance. Appeals exist to correct errors—not to expand permitted uses.

II. Zoning Classification Turns on Principal Use, Not Contents

Zoning law classifies facilities by what they *do*, not by what they contain. A data center’s principal use is continuous, industrial-scale computation. Servers are not inert items being stored; they are active machines performing constant processing. The argument that servers are merely “stored data” misunderstands the use entirely. Zoning looks to the facility’s dominant activity—not a metaphor about its contents.

III. A Data Center Is Not a “Warehouse” Under Any Ordinary or Historic Meaning

In 2003, the ordinary meaning of “warehouse” was settled and unambiguous: a building used for the storage and distribution of physical goods. This meaning was consistent across mainstream dictionaries, real-estate practice, logistics industries, and zoning ordinances nationwide.

Warehouses:
Store tangible goods and merchandise
Involve freight handling, loading docks, and truck traffic
Have episodic activity and modest energy demand

A utility-scale data center:

Does not store physical goods for later distribution
Performs continuous, energy-intensive computation
Operates 24/7 with industrial cooling, backup generation, and major electrical infrastructure
Calling an AI data center a warehouse is not interpretation—it is semantic expansion. It would fundamentally change what is allowed as-of-right in the zoning district, contrary to Section 270-8.

IV. “General Processing” in 2003 Meant Physical Industrial Activity, Not Digital Computation

The zoning category “General Processing, Light Manufacturing and Assembly” had a well-established meaning when adopted. It referred to the physical handling, fabrication, transformation, or assembly of tangible goods—uses grouped with fabrication plants, warehouses, and similar material-based industries.

In 2003:

Cloud computing was not a recognized land-use category
Hyperscale data centers were not part of municipal zoning practice
No reasonable drafter would have understood “general processing” to include utility-scale AI computation

Expanding this category now to include data centers would violate the rule that ambiguous zoning language must be construed against the expansion of permitted uses.

V. A Utility-Scale Data Center Is Not a “Research Laboratory”

Lansing’s Code defines a laboratory as a facility for “research, investigation, testing, or experimentation.” Historically, this has meant spaces where human researchers conduct R&D, testing, or experimental work.

A stand-alone commercial data center:
Is not primarily engaged in research or experimentation
Operates as continuous infrastructure for contract computing
Functions as an industrial utility-like use

Re-branding such a facility as a “research laboratory” is a retroactive reinterpretation driven by this single proposal, not by any established Town practice.

VI. The Absence of “Data Centers” from the 2003 Code Signals Non-Contemplation, Not Permission

Under New York law, uses not specifically permitted are prohibited unless a variance is granted. The fact that data centers are not named in the 2003 code does not invite creative reclassification; it requires restraint.

Zoning is a balancing exercise. In 2003, the Town could not have weighed the impacts of:

24/7 industrial computing loads
Massive cooling systems
Grid-level electrical demand
Long-term infrastructure and decommissioning risks

To claim that these impacts were silently approved under “warehouse” or “general processing” is logically untenable.

VII. Granting the Appeals Would Constitute Impermissible Rezoning by Administrative Action

Across all three proposed classifications, the appeals share the same flaw: they ask the ZBA to expand existing categories to accommodate a new, high-impact industrial use that did not exist in zoning practice when the ordinance was adopted.

Granting the appeals would:

Violate Section 270-8 directly

Undermine the separation between legislative zoning and administrative review

Create a precedent allowing future uses to be admitted through re-labeling rather than law

That authority belongs to the Town Board through a zoning amendment, or to the applicant through a use variance—not to this Board through interpretation.

VIII. Conclusion

The Zoning Officer correctly determined that a utility-scale AI/data center is not:

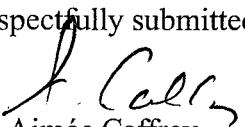
“General processing” as understood in 2003

A warehouse

A research laboratory

Because the proposed use is not specifically permitted, it is disallowed as a matter of law unless a variance is obtained. The ZBA is therefore required to deny the appeals and affirm the Zoning Officer’s interpretation.

Respectfully submitted,


Dr. Aimée Caffrey
Lansing, New York
December 16, 2025

I think we can all agree that no matter how may dress that we are indeed still ourselves, even if we are wearing a costume at the moment

I would like the Town of Lanxing ZBA to consider the fact that a High Performance Computing Center (HPC) may be dressed as a warehouse but it is still a high performance computing center. Indeed a wolf in sheep's clothing is still a wolf

According to Mirriam Webster Dictionary a Warehouse, has meant since the 14th century: "a structure or room for the storage of merchandise or commodities" Commodities are physical goods which must be lifted ^{often} by machines and physically transferred to points ~~of~~ ^{for} sale or customers. Electronic signals are not material goods.

Warehouses typically do no require the massive amount of voltage that an HPC does, nor do they require the amount of cooling that an HPC does.

Warehouses do not require that amount of water, potentially ^{more than} ~~up to~~ million gallons of lake water per day, that the proposed HPC does

Warehouses do not have massive electrical activity within them and do not impact environment and the surrounding community the way an HPC does, causing their neighbors to pay higher monthly electric bills, ~~+ possibly, noise & light pollution~~

I ask the ZBA to consider the Lansing Zoning Ordinance 270-5 and 270-8.

Call it what you may an HPC is HPC

270-5 Description of districts; intent.

H. Industrial-Research (IR) District. The intent of the IR District is to designate areas where some form of light manufacturing, fabrication, assembly or research, mining and power generation/utilities are appropriate and desired land uses. These areas will become small employment centers that could contain a variety of land use activities. To achieve the type of development that will be compatible with the surroundings, it is appropriate to consider each proposal individually. Site planning concerns relate to accessibility, impact on nearby neighborhoods, parking and safe traffic movement, landscaping, buffers, environmental factors, lighting, size, location and such other elements as may be reasonably related to health, safety, property value and the general welfare of the Town.

270-8 Uses Not Listed As Permitted Are Not Allowed

Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefor shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone, such as (but not limited to) planned development zones. As to preexisting, nonconforming uses, this chapter shall be interpreted and applied so as to eliminate the same as soon as legally practicable.

*Lisa Lincoln
Lisa Lincoln Lansing, NY*

12/16/25

To: The Town of Lansing Zoning Board of Appeals
From: Lisa Martin

I am a Lansing resident and would like to voice my support for the Code Enforcement Officer's determination that a potential Terawulf data center cannot be classified as a "research facility" as defined by Lansing's IR district zoning code.

Terawulf is betting that Lansing officials and residents are ignorant about what data centers do and about what the zoning code says. In their filing with the town, Terawulf writes that their facility should qualify as a "laboratory." As a person who does research in a laboratory (and I'm speaking in my own personal capacity here), I find this a little absurd. The fact that a hypothetical data center has the potential to sometimes provide some services that could be used by a laboratory does not make it a laboratory. In fact, their own representatives have been emphatic that their company simply provides infrastructure, and is not itself producing research.

As the Code Enforcement Officer noted, information on Terawulf's own website is also inconsistent with the intended land uses they have conveyed in their correspondence with the town, which also appear to contradict each other. This continues a pattern of non-transparency that we have already seen from them, and displays a lack of respect for the rules of our town, which were written for a purpose. Compromising the clear definitions in the zoning code in order to help this company remove some inconvenient red tape would demonstrate blatant disregard for the intent of the code as it was written, and would set a ridiculous precedent. An expensive legal team should not make it possible for one entity to ignore the rules that the rest of us are expected to follow. I respectfully implore you to uphold those rules.

12/16/25

To: The Town of Lansing Zoning Board of Appeals

From: Lisa Martin

I am a Lansing resident and would like to voice my support for the Code Enforcement Officer's determination that a potential Terawulf data center cannot be classified as a "warehouse" as defined by Lansing's IR district zoning code. The primary activity that happens at such a data center is energy consumption. Particularly at the scale Terawulf is planning, this activity would be inherently extractive and disruptive to the surrounding area in ways that warehouses and storage facilities are not.

The precedent this case could set is concerning. Imagine if, as a private Lansing resident, I applied for a permit to build a storage shed behind my home, while submitting a plan for an Olympic-size swimming pool that would be filled using water from my neighbors' wells. Code enforcement would say "no." Imagine if I then appealed by saying that the Code Enforcement Officer doesn't really understand what a modern shed looks like, and that the writers of the 2003 zoning code couldn't possibly have conceived of a 50-meter long, water-filled, chlorinated storage shed. Imagine if, simultaneously, I had been recruiting investors to help me host the Olympic games in my backyard. I don't think I would get away with that!

When a Russian nesting doll of shell companies comes to town promising to alleviate our financial woes while asking us to ignore our eyes and ears, and to bend rules that should apply similarly to everyone, we should be skeptical. Terawulf thinks they can get away with asking us to forget the definitions of very simple words that we all learned as children. That same hubris is currently propping up the value of the industry that they are trying to bring to our town. Let's not get taken for a ride.

Comments for the Lansing Zoning Board of Appeals regarding whether or not the activity that would take place at TeraWulf's proposed data center should be considered "General processing, light manufacturing and assembly" or "Warehouse, storage or wholesaling of nonagricultural goods or materials".

Harold Mills - 110 Ludlow Rd., Lansing

16 December 2025

TeraWulf's proposed data center would provide shelter, power, and cooling for the operation of computer equipment provided by and belonging to tenants like Google and Fluidstack. TeraWulf currently envisions that its tenants and/or their customers will use the computer equipment to train large neural network models and/or apply trained models to perform inference for artificial intelligence (AI) applications.

It seems clear to me that by the term "General processing, light manufacturing and assembly", those who wrote the zoning code had in mind activities involved in the manufacture of material goods. The activities that will occur at TeraWulf's proposed data center are not for the manufacture of material goods, so I believe that the Town of Lansing's Code Enforcement Officer was correct in his determination that TeraWulf's proposed data center would not perform "General processing, light manufacturing and assembly".

It also seems clear to me that by the term "Warehouse, storage or wholesaling of nonagricultural goods or materials", those who wrote the zoning code had in mind the storage of goods and materials that were *not in active use*. The computing equipment installed in TeraWulf's proposed data center would be in heavy use by its tenants 24 hours a day, 7 days a week, requiring hundreds of megawatts of power. Thus, I believe that the Town of Lansing's Code Enforcement Officer was correct in his determination that TeraWulf's proposed data center could not be described by the term "Warehouse, storage or wholesaling of nonagricultural goods or materials".

12/16/25 Comments for Public Hearing on **Warehouse category** for Cayuga Operating Company LLC (Landlord) and Riesling Power LLC (Landlord Parent) and their tenant Lake Hawkeye LLC, a wholly owned subsidiary of TeraWulf Inc., a computer application company.

My name is Gay Nicholson and I have been a resident and taxpayer in the Town of Lansing for 46 years, contributing thousands of community volunteer hours over the decades.

I am here to ask that the Zoning Board of Appeals support the Town of Lansing's Code Enforcement Officer's determination that the proposed use by tenant Lake Hawkeye does not meet the definition of warehouse and is not an allowed use in the Industrial/Research zone.

In the 80-year lease agreement between Cayuga Operating and Lake Hawkeye, the stated use by tenant is described in Section 3.1 as:

Exclusive Use of the Premises. It is understood and agreed that the Tenant may operate and/or construct or cause to be operated and/or constructed upon the Premises one or more buildings and/or ancillary structures (collectively, the "*Buildings*"). Tenant acknowledges that the *Buildings* will be used as one or more cryptocurrency mining facility and/or a high-performance computing (HPC) data center, each with ancillary services reasonably related thereto (the "*Use*").

The common and ordinary use of the term ***Warehouse/Storage of non-agricultural goods*** is that of a building or structure used to store goods for eventual sale.

Both of the allowed uses of the buildings and property by the Tenant have massive impacts on a scale much larger than a simple storage facility of non-agricultural goods.

Cryptocurrency mining and AI hyperscale data centers both consume massive amounts of electricity to run the stacks of computers working 24/7. According to the Washington Post, the average size of an existing operating data center is 45MW; whereas the average size of the new giant data centers being proposed is 430 MW. No storage warehouse would consume electricity at that scale, even a refrigerated warehouse. Yet TeraWulf has proposed a 400 MW operation at Lake Hawkeye.

Cryptocurrency mining and AI hyperscale data centers both generate massive amounts of hazardous e-waste as their processing units quickly burn out and need to be replaced. Storage warehouses typically create minimal waste streams as goods are moved in and out of storage.

If cryptocurrency mining, an allowed use, is conducted on the premises, the noise levels generated will be far above that of a storage warehouse.

It is the responsibility of appointed officials to consider the full and cumulative impacts of the **allowed uses** in the Lake Hawkeye lease, and to consider the normal and ordinary use of the term warehouse in our zoning code.

Dec 16, 2025

Aaron J. Guilbeau

Lansing Resident, Tax Payor, full time neighbor to the proposed facility location.

Terawulf wants to enter our community and operate 24 hours a day, 365 days a year, and emit noise continuously, nonstop 24 hours a day, 365 days a year for up to 80 years. Although they say the noise isn't much noise, as a neighbor, i don't want to hear it at all.

If they do enter our community to operate, they must do so following our rules and regulations. We must not change definitions of words simply to allow them to come in and operate. This is not how the system works, otherwise they are simply provided open course to do whatever they like and call it anything.

A data center is not considered a warehouse, even though it may share some superficial similarities.

Here's how this breaks down in a clear, practical way:

1. Functional definition (the most important factor)

Warehouse

Primary purpose: storage and distribution of physical goods

Activities: receiving, storing, picking, packing, shipping

Value comes from holding inventory

Examples: Amazon fulfillment center, cold storage, logistics hub

Data center

Primary purpose: processing, storing, and transmitting digital data

Activities: computing, networking, cooling, power management

Value comes from active operation of servers, not passive storage

Requires continuous power, cooling, and technical oversight

Key distinction:

A warehouse stores things.

A data center operates systems.

Even though servers are “stored” in racks, they are actively operating infrastructure, not inventory.

2. Zoning & land-use treatment (where confusion often arises)

Depending on the municipality:

Warehouses are typically classified as:

“Warehousing”

“Distribution”

“Logistics / Industrial storage”

Data centers are more often classified as:

“Data processing facility”

“Telecommunications facility”

“High-tech / light industrial use”

Sometimes a distinct category entirely

Many zoning codes explicitly separate data centers from warehouses because:

Power density is orders of magnitude higher

Cooling systems are industrial-scale

24/7 operations are required

Backup generation and substations are common.

3. Building code & safety differences

Data centers differ substantially from warehouses in:

Electrical infrastructure (redundant feeds, UPS, generators)

Fire suppression (clean agents vs sprinklers)

Occupancy classification

Floor loading and vibration control

Mechanical systems (chillers, CRAHs, cooling towers)

These differences are so significant that treating a data center as a warehouse can be technically incorrect under building and fire codes.

4. Legal and regulatory context (important for disputes)

In planning, tax, and environmental review contexts:

Courts and agencies often look at actual use, not labels

A facility with:

Continuous computing

Third-party colocation or cloud services

Massive electrical consumption

is unlikely to be upheld as a warehouse if challenged.

Attempts to classify data centers as warehouses are frequently contested when impacts are examined.

5. Practical bottom line

Context Is a data center a warehouse?

3/7

Functional use No

Technical operation No

Building & fire code No

Some zoning ordinances Sometimes lumped together

Legal scrutiny Rarely upheld

Is a data center considered a Research Laboratory?

In most cases, a data center is not considered a research laboratory. The main reason is that a research lab is generally defined by its focus on experimentation, scientific inquiry, and the development of new knowledge or technologies. On the other hand, a data center's primary function is to host, store, and process digital data and run computing operations rather than conducting experimental research.

That said, there are some cases where data centers are used for research purposes, such as in high-performance computing environments or when they support large-scale data analysis for scientific studies. In these scenarios, the facility might be considered a research lab from a functional standpoint. However, in terms of zoning, classification, and regulatory definitions, they are still typically distinct.

What happens if a data center is classified as a Research Laboratory? If a data center is classified as a research laboratory from a zoning perspective, it's extremely difficult to ensure compliance and enforce those restrictions:

1. Permitting and Licensing

Initial Permits: When the data center is first proposed, the local planning department must review the application to ensure it meets the criteria for a research lab. This can involve detailed descriptions of the operations, the purpose of the facility, and the types of research or data processing involved.

Ongoing Licensing: The town may require periodic reviews or renewals of the operational license to ensure it continues to meet the research criteria.

2. Operational Conditions

Activity Monitoring: The town can impose conditions on how the data center operates. For example, it might be required to produce regular reports on the nature of the research, the type of data being processed, and any experimental outcomes. Typically data centers don't have insight into the data being processed so they may not have the ability to police how the data center is used or generate usage reports.

3. Physical Inspections

Periodic Inspections: Local building inspectors or planning officials can conduct periodic inspections to verify that the facility is indeed functioning as a research laboratory. This might include checking equipment, reviewing data logs, and ensuring compliance with the stated research goals. However, in a pure data center setup, there likely are no logs of data being computed through the servers and inspections for compliance of those may not be possible.

4. Compliance Agreements

Legal Agreements: The data center may need to sign a compliance agreement that outlines the conditions under which it operates as a research lab. This agreement with the local governing agency could include specific clauses about what activities are permitted and what would constitute a breach. Transparency with the local government and local community is essential for good public relations in the community with these polarizing facilities.

5. Enforcement and Penalties

Fines and Penalties: If the data center is found to be in violation of the zoning conditions.

Below are copies of the company's summary per eTrade that classifies their business that operates on the stock market. No where is it called Research nor Warehouse.

Company overview in Etrade:

Sector

Technology

Industry

Financial Technology (Fintech) & Infrastructure

TeraWulf Inc. develops, owns, and operates environmentally sustainable data center infrastructure in the United States, specifically designed for bitcoin mining and hosting HPC workloads. The Company owns and operates the Lake Mariner facility situated on the expansive site of a retired coal plant in Western New York. Lake Mariner is designed for scalable growth, with the capacity to expand up to 500 megawatts (MW) in the near term and 750 MW with certain transmission upgrades. The Company provides hash computation services to a mining pool operator, facilitating transaction validation of transactions on the global bitcoin network using its fleet of application-specific integrated circuit miners. Its

purpose-built infrastructure provides HPC hosting and colocation services for GPU-based workloads, artificial intelligence, machine learning, and cloud computing applications. It also specializes in development and operation of power generation assets and related electrical infrastructure.

Headquarters

9 Federal Street

Easton, MD

21601

terawulf.com

Below that is TerWulf's own website section called About Us, which never describes itself as Warehouse or Research.

Leading the Digital Energy Revolution

TeraWulf Inc. (NASDAQ : WULF) develops and operates integrated, sustainably powered data centers for energy-efficient, advanced digital applications.

Our Mission

To provide sustainable solutions at the intersection of energy and technology.

Our Mission TeraWulf

Our Expertise

Leveraging our advanced energy infrastructure experience to create modular, efficient, and sustainable future-proof data centers.

Our Expertise_Terawulf

Founder's Vision

TeraWulf harnesses its significant energy expertise and sustainability-first approach to pioneer solutions that meet the growing demands of Bitcoin mining, AI, and HPC applications.

The WULF Advantage

TeraWulf Logo

Terawulf Our Values

Our

Values

Terawulf Our Strategy

**Our
Strategy**

Terawulf Our Team

**Our
Team**

Terawulf Our Assets

**Our
Assets**

Our Assets

TeraWulf's greatest asset is its unparalleled access to low-cost, predominantly zero-carbon energy. This advantage enables the development of large-scale digital infrastructure that is sustainable, reliable, and efficient.

Our state-of-the-art facilities exemplify this commitment with impressive scalable capacity and the seamless integration of sustainability and innovation.

ZBA Public Hearing Talking Points

Cayuga Data Campus - Appeal of CEO Zoning Interpretation

Town of Lansing ZBA Meeting | Tuesday, December 16, 2025 | 6:30 PM

INTRODUCTION

Good evening. My name is Mike Llodra. I am a graduate student in Cornell University's Baker Program in Real Estate, residing in the Town of Ithaca. While I am not a Lansing resident, I have a professional interest in land use and zoning matters in Tompkins County, and I appreciate the opportunity to offer comments on this interpretation appeal.

POSITION STATEMENT

I urge the Board to uphold the Code Enforcement Officer's determination that the proposed high-performance computing facility does NOT qualify as a Scientific Research Laboratory under the Town of Lansing Zoning Code.

KEY POINT 1: ORDINARY MEANING

New York courts require that zoning terms be interpreted according to their plain and ordinary meaning. When we say laboratory, we mean a facility where scientists and researchers physically conduct experiments, test hypotheses, and perform investigations. A data center - rows of servers processing and storing data - is not what any reasonable person would call a laboratory, regardless of how the data might ultimately be used.

KEY POINT 2: THE APPLICANT'S OWN WORDS

The Board should note how the applicant themselves characterized this project. Their site plan application described it as Data center facilities - high compute and AI. The primary use listed was AI High Compute data servers. If TeraWulf believed this was a research laboratory, presumably they would have said so. The CEO reasonably relied on the applicant's own description.

KEY POINT 3: INFRASTRUCTURE VS. RESEARCH FACILITY

There is a critical distinction between infrastructure that *supports* research and a facility where *research is conducted*. By the applicant's logic, an electric utility serving a university could claim to be an educational institution. A data center processes information - the research happens elsewhere, at universities and corporate R&D facilities. The servers are tools, not laboratories.

KEY POINT 4: CONSEQUENCES OF REVERSAL

If this Board accepts that any computing facility qualifies as a laboratory because someone might run research workloads on it, that interpretation has no logical boundary. Every commercial data center in the country hosts some research applications. The term Scientific Research Laboratory would lose all meaning as a distinct use category.

CLOSING: APPROPRIATE PATH FORWARD

If the Town wishes to permit data centers in the IR District, that is a legitimate policy discussion - but it belongs before the Town Board as a legislative matter, with appropriate public input and reasonable conditions. It should not be accomplished through an interpretive stretch that reads data center into laboratory.

I respectfully ask the Board to uphold the Code Enforcement Officer's interpretation. Thank you.

Hello my name is John Glauser and I am here to support the Code Enforcement Officer's determination on the TeraWulf's application and to point out my concerns with their appeals. **I am against TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."**

TeraWulf pretending their AI Data Center classifies a "warehouse or storage of non-agricultural goods" is unfounded. The Code Enforcement Officer provided the following definitions from NYS Building Codes and the dictionary:

Data Center: a room or building, or proportions thereof, used to house information technology equipment (ITE) and serving total ITE load greater than 10kW and 20 kW/ft² (215 W/m²) of conditioned floor area.

Warehouse: a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as: Agriculture or mining, an article of commerce especially delivered for shipment, or A mass-produced unspecialized product.

The Code Enforcement Officer correctly applied the proposal as a "data center" as assigned specifications are referenced above are presented in ASHRAE 90.4, the energy standard typically used for data center basis of design. The use of this definition is further supported by TeraWulf's own use of "Data Campus" in documents shared during open house meetings with the public.

TeraWulf cited Merriam-Webster for their definition of "data center" but when I searched "Data center" in Merriam-Webster online dictionary no results were found.

Unfortunately, the word "goods" is undefined in the town's codes. It is my belief that if TeraWulf had not wrongly asserted that the moratorium was targeted at their development and then campaigned against the moratorium, with mention of litigation if the moratorium passed, then the town might have had a chance to update their wording and add some definitions that were missing.

Since that didn't happen, the town should be required, as stated by the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals," to attempt to determine the governing board's original intent of the phrase "Warehouse, storage or wholesaling of nonagricultural goods or materials" in enacting the provision in question.

In this consideration, please note the referenced intent was a decision made in a far different technological era, where warehousing of data via servers would not have been part of public discourse. It is clear the intent was not to apply the definition of a warehouse to what is being proposed here by TeraWulf.

According to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained." So as the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a warehouse.

Please uphold the decisions made by the Code Enforcement Officer and do not grant these appeals. Thank you.

Comments for the Lansing Zoning Board of Appeals regarding whether or not TeraWulf's proposed data center should be considered a scientific research laboratory

Harold Mills - 110 LUDLOW RD., LANSING

16 December 2025

TeraWulf's proposed data center would provide shelter, power, and cooling for the operation of computer equipment provided by and belonging to tenants like Google and Fluidstack. TeraWulf currently envisions that its tenants and/or their customers will use the computer equipment to train large neural network models and/or apply trained models to perform inference for artificial intelligence (AI) applications.

A big problem with the claim that the proposed data center is a scientific research laboratory is that while some of the computation that would occur in the data center might be for scientific research, such as for training and/or applying a neural network model that predicts the three-dimensional molecular structure of a protein from its one-dimensional sequence of amino acids, other computation would not be, such as for models that generate audio and/or video from text for use in the entertainment industry. How much of the computation that happens in the data center would qualify as scientific research would presumably change over time and be difficult to track, but it seems clear to me that given the large variety of applications of neural networks, including many non-scientific ones, much of it probably would not be. There are many examples of economically important, non-scientific applications of neural networks in the areas of business, education, entertainment, and government. Thus, I believe that the Town of Lansing Code Enforcement Officer's determination that the proposed data center would not be a scientific research laboratory is correct.

Joseph Cleveland

The proposed zoning designation of “Laboratory” does not fit the full scope of what the facility will be used for. Although as TeraWulf has stated the facility *could* be used for *research, investigation, testing, and experimentation*, however as they have previously stated the rackspace in the data center will be leased to third parties whose use of the compute hardware will presumably not be restricted to these specific uses.

A zoning designation doesn’t just apply when there is some overlap between the definition and the possible uses of the space. It excludes any activity that does not fit the definition. The zoning designation is a hard limit on the scope of what the space can be used for. There very well may be *research, experimentation*, and other scientific activities happening in this space. But that isn’t even relevant to the zoning designation, if that is just one of any possible use that third parties may decide to use the computing hardware for. If this space is determined to be a laboratory, then purely commercial uses such as providing cloud services, private data storage, AI model inference to companies who are not conducting research should be excluded.

The concern is that, once the rackspace has been leased to third parties, who are then selling data services to fourth parties, all of the data flowing in and out of the center is private and encrypted - there is no feasible way for this board to conduct an audit of how the space is actually being used. Whether it is being used to conduct research or for providing purely commercial data products, there is no way for us to know. As far as I know there is no precedent for monitoring the use of a data center to ensure that its usage falls into a specific category like this. Even if there was, the Town of Lansing does not have the resources to conduct large scale data audits.

So this zoning designation is extremely convenient for TeraWulf because they know that regardless of how the compute hardware is being used, it is extremely unlikely that a zoning violation would ever be discovered. There is no mechanism or means for ensuring that this space will be used exclusively for conducting research. In a prior town-hall, TeraWulf presented themselves not as a technology company but as a power infrastructure company. They intend to sell this rackspace to anyone who can use the power infrastructure, regardless of the use case. The designation as laboratory is disingenuous, unenforceable, and not accurate.

12/16/2025

To Mr. Jack Young and the Lansing Town Zoning Board of Appeals,

My name is Seth Lutter, I am an environmental scientist at a nearby university. I am representing myself. I am writing in support of Code Enforcement Officer Scott Russell's finding that a data center is not a permitted use under the Town of Lansing Zoning Code. I have reviewed Terawulf's submitted appeals materials and wish to submit public comment to the Board related to those materials.

In Terawulf's original site plan application, they include 60 pictures of trees on the property and more than 130 pages of wetland delineation forms. When required to provide material evidence in support of their planned development, they appear able and willing to do so. Yet, when describing the research which Terawulf now claim is a "principal use" of their datacenter facilities, they have only provided a one-page letter from Fluidstack, a single tenant company of their Lake Mariner facility. The one-page letter included no additional supporting evidence that I could find, and no ability to independently verify the claim. In January 2025, Terawulf signed a ten-year datacenter lease agreement with Core42, a subsidiary of Abu Dhabi-based tech group G42, to deliver 70MW of data center infrastructure at the Lake Mariner facility. That would make Core42 one of their primary tenants. However, there is no support letter or documentation accompanying Terawulf's appeals materials related to Core 42's supposed research. I am lead to believe this indicates that 'research' is not Core 42's primary use of the Lake Mariner data center facility.

I work at a research institute. If we needed to provide evidence of the research we conduct and fund, we could easily provide thousands of pages of documentation. We could reference names of researchers we work with, provide project reports, and links to peer reviewed scientific publications. Despite operating the Somerset facility for years, Terawulf has provided no such documentation to describe the research they claim their tenants conduct there.

Terawulf is appealing to this Board on the basis that they know exactly what their computing power will be used for- primarily and almost exclusively for research. However, recent public statements by Terawulf contradict their own position. Terawulf CEO Paul Prager stated at a Lansing information session that he has "no idea" what their partner G42 does with data. Further, at another Lansing information session, Kerri Langlais stated that "We don't own the GPUs.. our partner.. brings their equipment, and run their models that

are done for a variety of things". These statements indicate that Terawulf either has no knowledge or no control over the use of their own facilities. In the absence of additional evidence, I question the veracity of Terawulf's claim that their computing power is primarily used for research.

Is it possible for an outside regulator or code enforcement officer to verify whether a datacenter's computing capacity is being used for 'research' versus other purposes? This technology is extremely new, and state or federal regulations are limited or non-existent. AI is an extremely volatile market- Terawulf stock has actually plummeted by over 22% over the past week. In a year, the most profitable use of Terawulf computing power could very well be for producing output, rather than for 'research'. A datacenter facility being used for scientific research would outwardly look identical to a facility being used for other purposes, such as the creation of AI products and output for sale.

Research is undoubtably one possible use of a high-powered computer. That alone does not make the building housing computers a research laboratory. This room contains several scientists, wireless internet, and computers that could be used for conducting research. This room is not a research laboratory. Research could be conducted at a school, or at a grocery store, or at a prison. None of these types of development would be accurately or legally called a "research laboratory", and the Town zoning codes reflect that.

I request that the Zoning Board of Appeals determine what the original intent of the phrase "scientific research laboratory" was meant to be in 2003, rather than allow an applicant to manipulate definitions to fit within Lansing's codes.

Thank you for your consideration of my comments today.

Sincerely,

Seth Lutter

12/16/2025

To Mr. Jack Young and the Lansing Town Zoning Board of Appeals,

My name is Seth Lutter, I am an environmental scientist at a nearby university. I am representing myself. I am writing in support of Code Enforcement Officer Scott Russell's finding that a data center is not a permitted use under the Town of Lansing Zoning Code. I have reviewed Terawulf's submitted appeals materials and wish to submit public comment to the Board related to those materials.

A warehouse is not a building or set of buildings that use more electricity than Tompkins County. When the Town Zoning language was written and adopted in 2003, it would not be plausible for a warehouse to use more than 138 MW of power. If a building or set of buildings did use more electricity than the entirety of Tompkins County, it would be called and zoned as something else. Specifically, it would be named a data center and zoned as a data center.

Thank you for your time!

Best,

Seth Lutter

*There will be 2 separate public hearing times at the 12/16 meeting which starts at 6:30 pm. Arrive early, potentially 5:30 or 6 pm to get in line. It's crucial to have as many people give comments as we can. There will be one public hearing for each appeal that TeraWulf's Guyana Data Campus is making. Feel free to add any add-on sections that you feel passionate about (ie. health, your kids, tourism, the noise pollution, the waste pollution, electricity costs, the concern with AI taking jobs and using our data for surveillance, etc etc etc.) We can repeat these comments. (who cares if there are repeated comments, each person who signs up should get 3 minutes to speak and they can do what they want with their time.)

Anastasia Moynihan

Hello, my name is Y and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with TeraWulf's appeals. I am against the TeraWulf's AI Data Center being classified as "Scientific Research Laboratory."

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." TeraWulf has never cited themselves as being a scientific research laboratory before this zoning approval process. In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." This happened at their two Open Houses, on October 29th and October 7th respectively. How, then, can they claim to be a scientific research laboratory?

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question."

In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and not allow TeraWulf's AI Data Center to manipulate the definitions to make their site plan fit in with Lansing's codes.

Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed unless a use variance therefore shall be properly obtained."

So as the ZEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a laboratory.

obtained." So as the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a Laboratory. Thank you for your time.

*Alternative comment
Anastasia Moynihan*

1. Hello my name is _____. I would like to express my support for the Code Enforcement Officer's determination on Cayuga Data Campus application for operating rights in the IR district. I am against the Cayuga Data Campus being classified as "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." Kerri Langlais, TeraWulf CSO, is on video saying at an open house that they are "an energy infrastructure company, not a technology company."

You, as members of the zoning board of appeals, should not allow them to twist the story to try to fit the narrative of conducting research when in fact, they have no influence on what their GPUs in these facilities will be used for. They are plainly an energy company providing space for GPUs and renting them to the highest bidder- "the Googles of the world" in Kerri's words- to make a profit. They should not be allowed to pose as a scientific research laboratory.

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." I am calling on you all to determine the original intent of the phrase "scientific research laboratory" and to hold Cayuga Data Campus to that intent.

(ad lib if you have time)

Thank you for your time.

Additional alternative comment

1. Hello my name is _____ and I am commenting to support the Code Enforcement Officer's interpretation on the cayuga data center's appeal claiming to be a scientific research laboratory. According to the town code "laboratory" is defined as "A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." It could be argued that because TeraWulf is selling their GPU processing power, that could

I am writing to voice my alarm at Tera wulfs zoning appeals which I feel are absurd and should in no way be granted. AI and data mining are quickly becoming a huge global industry. The implementation of this new technology is being rolled out at much more rapid pace than anything of its ilk before according to experts.

It would appear obvious for a small township to look closer into this industry and potential harms to our local community. Since the town has somehow found this unnecessary, the least they can do is funnel Tera wulf through the appropriate zoning channels. Given the scale and scope of this industry this designation should be nothing less than heavy industrial.

Furthermore Tera wulfs legal threats and bullying letters to the town board should see as a red flag for things to come. We should not expect a company that does not respect the jurisdiction of local government to abide by any regulations or agreements in the future.

The inherent reduction of jobs over time that is the backbone of data and AI companies business models is also a concern. It is an industry devoted to increasing automation and the replacement of human workers with AI.

Lastly but certainly not least is the energy consumption and environmental impact. It is my understanding that Tera wulfs proposed facility alone would require nearly 4 times the total energy consumption of Tompkins county. These Data centers have a track record across the country of passing this massive impact to the local community by way of increased electric bills, air pollution by way of onsite fossil fuel power plants, and water pollution.

One of the most promising, sustainable long term industries for the finger lakes is tourism based largely around our beautiful lakes.

Tourism supports many trades and small businesses and is a boon to the local economy.

Tera wulfs and the AI data industry are heavy industrial invaders that pose a direct threat to the tourism industry. They are incompatible with a sustainable future for the fingerlakes. Inviting them to Lansing will hurt and inhibit progress this other larger industry.

As a local contractor and builder, I am fully opposed to any zoning modifications to accommodate this bullying company. Their appeals should be turned down. They need to be scrutinized and required to go through every appropriate oversight.

Sincerely,
Jamie Carestio
Live edge building

My name is Rebecca Frye and I am a lake recreater, NYSEG customer, and farmer. I am here to express my support for Code Enforcement Officer Scott Russell's original decision dated October 23, 2025 that states "A data center is not defined by the Town of Lansing Zoning ^{Code} and section 270-8 of the zoning code disallows uses not specifically permitted. Therefore... "data processing and storage for research..." are not permitted uses in the IR Industrial Research District." As it follows, I am against this data center being classified as a "Scientific Research Laboratory," and the project in general as proposed by the applicants Cayuga Operating Company LLC, TeraWulf Inc and Lake Hawkeye LLC.

As you know, Lansing town code specifically states that a laboratory is not "facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." According to the information sessions hosted by the applicants, they would be creating infrastructure to lease to a technology company. That is, they are creating a facility for selling products, as the facility is itself the product.

The applicants have additionally stated that while they will be providing the compute for the technology company to lease, they have no control over how the compute will be used. This begs a question. How is it possible to claim that their facility is "a HPC research facility supporting scientific, engineering, and data-intensive research applications" if they have no control over, and frankly no idea, for what the compute will be used?

The applicants have made themselves clear on what they want to do at this site and what they will and will not have control over. Their own previous statements disqualify them from the "Scientific Research Laboratory" designation.

Are you confident in the education, intelligence, and understanding of your Code Enforcement Officers? Are you confident in the zoning laws themselves, how they read and how they are interpreted? As a citizen, I must say that your zoning laws are well organized and clear, compared to other municipalities.

Another serious concern is the precedent that you could be setting with this appeal. What does it say about the willingness of the zoning board of appeals to uphold the law if they choose not to stand with the letters spelled out by previous members? I urge you to uphold the law, even if you don't agree with it, and even if you find a specific project attractive. I urge you not to make exceptions, especially when the letter of the zoning law is quite clear.

I will fully support the Zoning Board of Appeals if they choose to uphold Code Enforcement Officer Russell's original finding. Thank you.

Evan Alvaray

Oppose Appeal for distinction as Scientific research laboratory

December 16, 2025

First, I wish to thank the ZBA members for your community service.

I am here tonight to express my support for the Code Enforcement Officer's determination on Cayuga Data Campus application for operating rights in the IR district. The Cayuga Data Campus should not be classified as "Scientific Research Laboratory."

At the October 7th, 2025 Terawulf Open House at the Lansing Middle School, one attendee asked,

Attendee: "What will you be training your large language models to do?"

Kerri Langlais – CSO of Terawulf Inc – responded.

Kerri: "So one thing I want to clarify: Terawulf is not a technology company. We don't own the GPU's."

Attendee: "So you don't have control over what it is going to be used for."

Kerri: "We are an energy infrastructure company. So we build the infrastructure, we base the housing, everything up to the rack. And then our partner, the googles of the world bring their equipment and run their models that are done for a variety of different things. Um, I would say the majority social good, I don't debate some of the arguments about areas where it can be manipulated. Um because people tend to manipulate things when they have tools available to them. But I just want to reiterate, we're not the technology company. We're an infrastructure company. We've been building infrastructure for three decades. Energy infrastructure. That's our skillset, those are the jobs that we provide..."

This self-evaluation is comprehensive and concise. Energy infrastructure services are not primarily that of Scientific Research Laboratories. Kerri Langlais made the claim that they are not a technology company, therefore do not complete the necessary labor or provide the necessary services done by a technology company to perform scientific laboratory research on Large Language Models, commonly referred to as artificial intelligence.

Members of the ZBA should not allow Terawulf to try to fit the narrative of conducting scientific research. Once the service is rented by outside companies, Terawulf will have little to no influence or involvement on what the hosted services in these facilities will be used for.

Furthermore, I find myself to be uniquely privileged to speak on Terawulf's appeal for "Scientific Research Laboratory" designation. I work at Cornell University. All opinions I speak on today are those of my own and in no way reflect the University's positions and policies. At Cornell I am a financial specialist for a science department. I manage the funds for our scientific researchers who work across both wet labs and dry labs [REDACTED] ^{and laboratories} ~~any research laboratory and does not provide in T~~ ~~is a~~ ~~not a~~ ~~are~~. Scientific research is not a catch-all term. It requires a dedicated staff of researchers, dedicated research topics with official hyper-specific research titles, and funding sources and amounts for dedicated research projects. For example, a Scientific Research Laboratory would not be able to claim they are just "researching artificial intelligence." Such a general claim would be inadequate for any funding partners, either from the private sector or national/foreign governments. Scientific research would need to be hyper-specific, with research proposals and budgets readily available, listing Primary Investigators leading these hyper-specific projects, the dates of multi-year funding cycles, budget information including salaries, Publication Costs, Capital Equipment costs, Indirect Costs (IDC), projected Cost Share totals, and contractually designated work effort ratios between multiple research projects across the Scientific Research Laboratory Staff. I list all this out to say, that anything claiming to be a Scientific Research Laboratory without specific, expressed research in mind and researchers associated is wholly inadequate.

Thank you.

Apply to both Appeals

Comments of Lansing resident John V. Dennis to Town of Lansing ZBA on December 16, 2025. (to be submitted in person on 16 Dec 2025 and sent to tolcodes@lansingtownny.gov)

My name is John V. Dennis. I have been a Lansing resident for 33 years. I'd like to thank all members of the ZBA for their public service.

I'm am here tonight to urge the ZBA to reject the appeal by TeraWulf, Cayuga Operating and Lake Hawkeye LLC to be classified as any of the uses currently approved with the Town's Industrial/Research (IR) Zone.

I want to call the ZBA's attention to the text of the 80-year lease document executed on August 12, 2025, between Cayuga Operating Company LLC (landlord) and Lake Hawkeye LLC (tenant) and presently located on the web at:

https://content.equisolve.net/terawulf/sec/0001104659-25-078086/for_pdf/tm2523008d1_ex10-1.htm

In this lease--a printed hardcopy I am providing to the ZBA--Cayuga Operating Company (landlord) is authorizing Lake Hawkeye LLC (tenant) to host cryptocurrency mining facilities at the proposed Cayuga site. See cryptocurrency mentions at Section 3, p. 4, Section 3.5, p.6 and in Article 5, page 19.

Due to this cryptocurrency mining operation permitting in the lease and which has been completely hidden from Town of Lansing officials, the two appeals currently before the Town of Lansing ZBA are fatally-defective for not having also asked in their appeal whether or not cryptocurrency mining at the site would also be an approved use. The two appeals before you tonight need to be tabled until such time as this egregious defect has been cured.

Below is text taken from p. 4. Section 3.1 of the lease (with bolding added for emphasis):

"Tenant acknowledges that the Buildings will be used as one or more cryptocurrency mining facility and/or a high-performance computing (HPC) data center, each with ancillary services reasonably related thereto (the "Use"). At all times Tenant's use of the Buildings shall comply with all requirements and restrictions set forth in applicable law. Tenant agrees not to use the Premises in any manner that would violate those restrictions. The use restrictions contained herein shall also bind and be applicable to assignees and subtenants of Tenant and references in this Lease to Tenant's occupation, operation, Use or other use of the Premises shall also include the occupation, operation, Use or other use of the Premises, Buildings or any other easements or access rights in the Real Property granted from time to time to any of Tenant's direct or indirect subtenants, licensees, assignees and invitees."

Obviously, if Lake Hawkeye, LLC, were to host cryptocurrency mining operations in one or more of its buildings at the Cayuga site at any time in their 80-year lease, the company would be in violation of Town of Lansing Zoning Code if there had never been any determination whether or not this was an approved use.

Again, the TeraWulf appeal to the ZBA needs to be tabled until such time as TeraWulf produces a lease agreement that does not include any mention of cryptocurrency operations or the appeal to the Town ZBA is amended to specifically mention both *cryptocurrency mining facility and/or a high-performance computing (HPC) data center*.

One of the things that Terawulf is relying heavily on in their appeal is that their HPC data center will be used for research and scientific simulations. The lease calls into doubt their claims that the data center infrastructure will be

employed strictly for these purposes and also raises the practical difficulty associated with regulating zoning/land use based on the operational plans for the computers inside the building (which would be driven by the needs and wants of Lake Hawkeye LLC's tenants) as opposed to the land use itself.

Some bitcoin mining operations are no longer sustainable due to the Bitcoin production costs rising to about \$138,000 per Bitcoin. According to this Sept 15, 2025, article, "Bitcoin miners like Core, Hut 8 (HUT) and TeraWulf (WULF) are swapping ASIC machines — the dedicated bitcoin mining computer — for GPU clusters, driven by the lure of AI's explosive growth and the harsh economics of crypto mining."

Recent statements by TeraWulf officials that they currently prefer to develop data centers rather than invest in additional crypto are credible. Nonetheless, it's devious and unacceptable for them to be "keeping all options open" in their internal planning for a facility at Cayuga. Removal of the crypto option from the lease must be a precondition before the BZA can consider any appeal.

Attachment: copy of the 80-year lease document found at:

https://content.equisolve.net/terawulf/sec/0001104659-25-078086/for_pdf/tm2523008d1_ex10-1.htm

Applying to both appeals

Exhibit 10.1

LEASE AGREEMENT

CAYUGA OPERATING COMPANY LLC, LANDLORD

AND

LAKE HAWKEYE LLC, TENANT

For the premises located in the Town of Lansing,

Tompkins County, State of New York

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “*Lease*”) is dated as of August 12, 2025 (the “*Effective Date*”) by and between **CAYUGA OPERATING COMPANY LLC**, a Delaware limited liability company, having an address of 228 Cayuga Dr, Lansing, New York 14882 (“*Landlord*”), and **LAKE HAWKEYE LLC**, a Delaware limited liability company, having an address of 9 Federal Street, Easton, MD 21601 (“*Tenant*”), and solely for purposes of Sections 2.1, 14.1, 14.2, and 14.3, Riesling Power LLC, a Delaware limited liability company (“*Riesling*” and its capacity as the owner of all membership interests in *Landlord*, “*Landlord Parent*”).

WITNESSETH

WHEREAS, the Landlord is the owner in fee simple of certain real property located in the Town of Lansing, County of Tompkins, State of New York, consisting of approximately 433.55 acres (collectively, the “*Real Property*”); and

WHEREAS, Landlord and Tenant desire to enter into this Lease Agreement on the express terms and conditions contained herein.

NOW, THEREFORE, in consideration of the rentals to be paid hereunder and the other mutually covenanted and agreements contained herein, the Landlord and Tenant hereby agree as follows:

ARTICLE 1 DEMISE OF PREMISES

Section 1.1. Demise of Premises. Landlord hereby leases to the Tenant a portion of the Real Property consisting of approximately 183 acres, as more particularly depicted on Exhibit A attached hereto and made a part hereof, including all structures, equipment, facilities, and fixtures located thereon (the “*Premises*”). Upon the mutual agreement of the Tenant and the Landlord, a legal description more particularly describing the Premises shall be attached hereto and made part hereof as Exhibit B upon receipt of same by the parties hereto (the “*Legal Description*”). Any reference to the Premises in the Lease shall be deemed to refer to the Premises as so defined and supplemented.

Section 1.2. Term. The term of this Lease (the “*Term*”) shall commence on the Effective Date and shall expire on the last day of the calendar month immediately preceding the eighty (80)-year anniversary of the Effective Date (the last date of the Term, the “*Lease Expiration Date*”).

ARTICLE 2

RENT

Section 2.1. Rent. On the Effective Date, concurrently with the execution and delivery of this Lease by Tenant and Landlord, Tenant shall fully prepay the rent ("Rent") for the entire 80-year Term by delivering to Landlord (and, with respect to the Common Stock (as defined below), Riesling as Landlord's designee) a payment consisting of (i) three million dollars (\$3,000,000) in immediately available cash and (ii) Common Stock of TeraWulf Inc. ("TeraWulf") valued at ninety five million dollars (\$95,000,000), calculated on the basis of a fifteen (15) day trailing VWAP (as defined below). All such prepaid Rent shall be nonrefundable, and Landlord shall have no liability or responsibility of any kind to Tenant or any other person for any such prepaid Rent, notwithstanding anything herein to the contrary. The Rent shall be paid on an absolute net basis such that the Tenant shall also be responsible for paying any and all costs and expenses whatsoever kind or nature related to the Premises, the Leasehold estate created hereby, and its Use (as defined below) and other rights hereunder, including without limitation, real estate taxes, transfer taxes (but only to the extent such transfer taxes are triggered by a transaction entered into solely by Tenant and not otherwise), insurance, maintenance (it being understood that, for purposes of this Section 2.1, "maintenance" shall include maintenance, repair, replacement, improvement and restoration), utilities and all other obligations whether similar or dissimilar to the foregoing. "Common Stock" shall mean the common stock, par value \$0.001 per share of TeraWulf. "VWAP" means for the Common Stock for a specified period, the dollar volume-weighted average price for the Common Stock on the Nasdaq for such period, in each case as reported on the Nasdaq or by another reputable source such as Bloomberg, L.P. During the six (6)-month period immediately following the Effective Date, Riesling will not sell more than one-half (1/2) of the shares of Common Stock it received under this Section 2.1. Following such date, Riesling will no longer be restricted hereby in any manner whatsoever.

(A) The term "*Additional Rent*" shall mean any and all sums other than Rent required to be paid by Tenant under this Lease, including, but not limited to: (a) all costs, expenses and disbursements that Landlord incurs in connection with the ownership, operation, and maintenance of the Premises and other land area (and structures, facilities, equipment and fixtures thereon) exclusively supporting Tenant's use, including, without limitation, real property taxes allocated to tax parcels or sub-parcels (or the portion thereof) within the Premises, costs of supplying power for ancillary services including but not limited to security and signage, sewage and other utilities to the Real Property, and any costs and expenses incurred by Landlord to obtain, maintain or comply with regulatory or governmental approvals in connection therewith or as otherwise contemplated herein; (b) to the extent not included in clause (a) hereof, all taxes attributable to Tenant Property Improvements (as hereinafter defined) or use of the Premises, including without limitation, in respect of any ad valorem tax increases, special assessments, revaluation, reassessment, or reclassification of the Real Property that are levied against all or any portion of the Real Property as the result of the installation or operation of Tenant Property Improvements; (c) Tenant's proportionate share (as hereinafter defined) of all costs, expenses and disbursements that Landlord incurs in connection with the ownership, operation, and maintenance of any other portions of the Real Property necessary or useful to reasonably support Tenant's use of the Real Property and all related overhead costs, including without limitation real estate taxes, environmental fees and expenses, and costs of permits and licenses, utilities, insurance and maintenance; and (d) to the extent not included in the foregoing and without duplication thereof, with respect to Asset Retirement Obligations (defined below) (i) all costs, expenses and disbursements that Landlord reasonably incurs in connection with Asset Retirement Obligations created by, resulting from or arising out of Tenant's use, occupancy, alteration, or improvement of the Premises, including, without limitation, Tenant's alteration, modification, demolition or construction of any building, structure or other property thereon and (ii) all costs, expenses and disbursements that Landlord reasonably incurs in connection with any increases to the Effective Date Asset Retirement Obligations (as defined below) caused by, attributable to, or resulting from Tenant's use, occupancy, alteration, or improvement of the Premises.

As used herein, (x) "*Asset Retirement Obligations*" means all obligations recognized under generally accepted accounting principles (GAAP) for the legal obligation to perform asset retirement activities, including all related costs, expenses, liabilities, and disbursements with respect to decommissioning, retirement, remediation, reclamation, closure, post-closure monitoring, and maintenance as required by, arising under, or pursuant to any applicable contract, applicable law, regulations, permits, or any order, decree, settlement, or other agreement with any governmental authority, and (y) "*Effective Date Asset Retirement Obligations*" means the ongoing Asset Retirement Obligations existing as of the Effective Date relating to the reclamation, management, closure, post-closure monitoring, and maintenance of legacy power generation materials and associated waste management and containment facilities located on the Real Property.

(B) Additional Rent shall be payable by Tenant not more often than monthly within thirty (30) days after receipt of Landlord's invoice therefor. As used herein, (i) "*Tenant's proportionate share*" means the percentage calculated by dividing the acreage of the Premises (numerator) by the acreage of the Real Property (denominator), and expressing the fraction as a percentage or where such ratable allocation is not sufficient based on attribution to Tenant use of the Premises, the reasonable allocation of costs, expenses and disbursements with respect to the Premises as mutually agreed by the Landlord and the Tenant and (ii) "*Tenant Property Improvements*" means any and all alterations, additions, installations, improvements, fixtures, and modifications to the Premises, Buildings or any easements or access rights in the Real Property (whether structural or non-structural, interior or exterior), made by or on behalf of Tenant or any of its direct or indirect subtenants, licensees or assignees.

Section 2.2. Method and Place of Payment. Except as otherwise specifically provided herein with respect to the Common Stock, all Rent hereunder (including the Rent prepaid pursuant to Section 2.1) is payable to Landlord by check, subject to collection or, at Tenant's option, by wire or Automated Clearing House (ACH) transfer, as directed by Landlord. Rent that is payable by check shall be payable to Landlord at the office of the Landlord set forth above or at such other place as Landlord shall direct by written notice to Tenant.

Section 2.3. Late Charges. If Tenant fails to pay any Additional Rent within ten (10) days after same shall be due and payable, such unpaid amounts will be subject to a late payment charge equal to one and one-half percent (1.5%) of the unpaid amounts in each instance. Such late payment charge has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that will be incurred by Landlord as a result of any such failure by Tenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes fair and reasonable compensation to Landlord for its damages resulting from such failure by Tenant to timely pay and shall be paid to Landlord together with such unpaid amounts.

Section 2.4. No Offset.

(A) It is the intention of Landlord and Tenant that Rent be payable to Landlord without any demand, abatement, diminution, defense, reduction, deduction, counterclaim, credit, setoff or offset whatsoever (except as expressly provided in this Lease).

(B) Tenant's obligations shall include, but not be limited to: (i) payment of all costs of cleaning, maintaining, repairing and operating the Premises; and (ii) with respect to the Premises, any and all "Impositions", (as hereinafter defined); payments in lieu of taxes, personal property taxes; occupancy and rent taxes; water meter and sewer rents, rates and charges; charges for public and other utilities; excises, levies and all other license and permit fees and other governmental levies, fees, rents, assessments, taxes and charges, together with any fines, penalties and other similar governmental charges applicable to the foregoing; any interest or costs with respect to the foregoing; in each case whether general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind and nature whatsoever (hereafter collectively referred to, as "*Impositions*") which at any time prior to or during the Term may be assessed or imposed upon the Premises or any part thereof or any appurtenance thereto and thereon. Tenant hereby indemnifies and holds Landlord harmless from and against all of the foregoing expenses and obligations.

ARTICLE 3
EXCLUSIVE USE OF PREMISES; EXCLUSIVE OPERATOR; SURRENDER AT END OF TERM

Section 3.1. Exclusive Use of the Premises. It is understood and agreed that the Tenant may operate and/or construct or cause to be operated and/or constructed upon the Premises one or more buildings and/or ancillary structures (collectively, the "*Buildings*"). Tenant acknowledges that the *Buildings* will be used as one or more cryptocurrency mining facility and/or a high-performance computing (HPC) data center, each with ancillary services reasonably related thereto (the "*Use*"). At all times Tenant's use of the *Buildings* shall comply with all requirements and restrictions set forth in applicable law. Tenant agrees not to use the Premises in any manner that would violate those restrictions. The use restrictions contained herein shall also bind and be applicable to assignees and subtenants of Tenant and references in this Lease to Tenant's occupation, operation, *Use* or other use of the Premises shall also include the occupation, operation, *Use* or other use of the Premises, *Buildings* or any other easements or access rights in the Real Property granted from time to time to any of Tenant's direct or indirect subtenants, licensees, assignees and invitees.

Tenant acknowledges and agrees that Landlord and other tenants or occupants are or may from time to time be present and/or operating on parts of the Real Property surrounding the Premises, including but not limited to solar energy facilities, battery energy storage systems, electrical substations, transmission facilities, and related infrastructure (collectively, "*Other Operations*") and that such Other Operations may have easement rights over portions of the Real Property, including the Premises, and rights to shared facilities. Tenant agrees to conduct its operations in a manner that does not unreasonably interfere with such Other Operations, their easement rights, or authorized access to shared facilities, and shall coordinate with Landlord and other tenants and occupants as reasonably necessary. Tenant agrees to indemnify, defend, and hold Landlord, its owners and agents harmless from and against any and all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, and costs of any kind brought by such other tenants or occupants (or their respective employees, invitees or other third parties) arising from or relating to Tenant's use of the Premises or the Real Property.

Section 3.2. Title to the Premises. The Landlord hereby consents to the construction of the Buildings, subject to the rights set forth herein; it being acknowledged and agreed that title to the Buildings shall vest in Landlord (without the necessity for any further activity on the part of either Landlord or Tenant) on the Lease Expiration Date (or any earlier date on which this Lease shall terminate). Tenant agrees that, to the extent that none of the parties hereto has exercised rights pursuant to Section 14, on the Lease Expiration Date (or any earlier date on which this Lease shall terminate), (a) all of Tenant's right, title and interest in and to the Premises (including without limitation the Buildings and all structures, including any power transmission, distribution and/or interconnection equipment or facilities (and all related electrical equipment) located thereon, but expressly excluding all movable personal property of Tenant, which Tenant may remove at any time on or prior to the expiration of the term of the Lease) and all tangible or intangible property (including without limitation any licenses, permits, authorizations, intellectual property, warranties and contract rights, but expressly excluding all movable personal property of Tenant, which Tenant may remove at any time on or prior to the expiration of the term of the Lease) of Tenant relating exclusively thereto shall automatically vest in the Landlord (without the necessity for any further activity on the part of either Landlord or Tenant, it being acknowledged and agreed that Tenant hereby transfers the same to Landlord effective as of such date) and (b) Tenant shall surrender the Premises and all such property to Landlord in good order, repair and condition (ordinary wear and tear excepted and provided that Tenant's obligations with respect to damage by casualty or condemnation shall be subject to Article 8) and (as applicable) broom cleaned. Tenant shall promptly execute and deliver such documents and take such further actions as Landlord may request in order to give effect to the foregoing provisions of this Section 3.2, including without limitation executing and delivering instruments or confirmations of transfer, using commercially reasonable efforts to obtain any third-party consents required for any such transfer, and (if any such transfer is not possible despite such efforts) entering into such arrangements and providing such cooperation as shall to the fullest extent possible put the parties in the same position that they would have been in had such transfer been effected.

Section 3.3. Alterations and Improvements. Tenant shall have the right at any time during the term of this Lease, at its own cost and expense, to erect and install on the Premises such additional buildings, driveways, improvements, signs and personal property or to make alterations to or replace existing buildings, or improvements thereto as the Tenant may deem necessary, to the extent any such activities do not infringe upon any adjacent or nearby property (including, the height of any such additional buildings or improvements). Any construction, alterations or improvements at the Premises shall be done, by or on behalf of Tenant, in accordance with normal and customary practices in the industry, in a good and workmanlike and lien-free manner, in accordance with all applicable laws and permits. Without limiting the foregoing, Tenant shall be responsible at its sole cost and expense for the proper handling, removal and disposal of all materials, debris, waste and hazardous substances generated or resulting from such construction activities, all in accordance with applicable laws and permits. Subject to the conditions set forth in Section 3.5, Tenant shall not construct, operate or maintain any Building, facility or improvement upon the Premises which would interfere with the use rights of Landlord or any other adjacent or nearby tenants, including any right of easement, right of way or license previously granted by Landlord or its predecessors to third parties. Subject to the limitations set forth herein, Landlord agrees that Tenant may, during the Term, upon notice to Landlord, make alterations, additions and changes in and to the interior of the Buildings (except those of a structural nature) as it may find necessary for its purposes.

Section 3.4. Zoning and Permits. At its own cost and expense, but with prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall have the right to represent Landlord at hearings before the Federal or State Government, or any political subdivision or proprietary agency thereof, having jurisdiction for the issuance of zoning approvals, use and building permits, licenses and to seek any and all authorizations necessary to establish or continue the business Uses provided for herein at no material cost to Landlord. Tenant shall notify Landlord at the time any such application is submitted and shall simultaneously keep the Landlord reasonably apprised of the progress of the approval process including any specific amendments or modification to the application or any notices of rejection which may be received. Tenant may request Landlord execute any and all applications required for the issuance of said zoning approvals, use and building permits, licenses and authorizations, and Landlord's execution of such applications shall not be unreasonably withheld, conditioned or delayed provided that they are reasonably satisfactory to Landlord. In no circumstances shall any actions taken by Tenant pursuant to this paragraph prejudice the rights of Landlord or other activities taken or to be taken by Landlord or other tenants at or with respect to the Real Property; provided however, that if Landlord consents to Tenant's activities, such activities shall be deemed not to prejudice the rights of Landlord or other activities taken or to be taken by Landlord or other tenants at or with respect to the Real Property.

Section 3.5. Construction Approval. Tenant shall, at Tenant's sole cost and expense, obtain all permits and approvals necessary to construct and operate a cryptocurrency mining facility and/or a high-performance computing data center and related infrastructure. Tenant acknowledges that it shall submit all requisite information and documentation to all governmental authorities in a timely fashion and shall provide all plans, drawings and specifications submitted for the approval process in compliance with the requirements of the New York State Fire Prevention and Building Code and the Municipal Code of the Town of Lansing. In the event any government authority requests additional documentation or information be submitted, the Tenant shall provide such documentation or information within forty-five (45) days of the request for the same. Tenant shall notify Landlord at the time the building permit approval application is submitted and shall keep the Landlord reasonably apprised of the progress of the approval process including any specific amendments or modification to the application or any notices of rejection which may be received. Notwithstanding anything to the contrary contained in this Section 3.5, each of the deadlines herein set forth shall be deemed extended by each day that Tenant is unable to comply with such deadline by virtue of the occurrence of "Excusable Delay" (as hereinafter defined). "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; the imposition of a zoning or other moratorium; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes), (ii) supplies (or their reasonable substitutes); or (iii) labor through ordinary sources; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of Landlord which prevents the Tenant from complying, or which materially and adversely interferes with the Tenant's ability to comply with its obligations under this Section 3.5. In no event, however, shall the existence of Excusable Delay prohibit Tenant or Landlord from performing any monetary obligation or providing any required insurance.

Section 3.6. Access; Easements; Non-Interference; Cooperation. To facilitate Tenant's Use, Tenant, together with Tenant's representatives, employees, and invitees, shall be granted the non-exclusive right of access to and use of, during the Term, (i) those portions of the Real Property that are reasonably necessary for access to and enjoyment of the Premises and/or Tenant's Use thereof, including for pedestrian and vehicular access to and from a public accessway or other right of way, as directed by Landlord, (ii) such structures, equipment, facilities, and fixtures located on the Real Property that Landlord designates for Use by Tenant during the Term and (iii) any other such structures, equipment, facilities, and fixtures owned by Landlord (all structures, equipment, facilities and fixtures owned by Landlord, "*Landlord Assets*") and to which Landlord is entitled to grant rights of access and use that Landlord designates for Use by Tenant during the Term, which may include, without limitation, (a) 115-kV and 34.5-kV transmission lines and (b) medium voltage (MV) switchgear. Notwithstanding the foregoing, in no circumstances shall the foregoing rights or Tenant's Use or operation of the Premises or the Landlord Assets interfere in any material respect with either (a) Landlord's ownership, operation or use of the Real Property, any facilities located thereon or the Landlord Assets or (b) any other tenant or future tenant's use or rights in respect of any Real Property, equipment or facilities located thereon or the Landlord Assets. In addition, Landlord hereby retains, for itself and its affiliates, agents, employees, contractors and designees, an easement and right of access to and use of the Premises, all structures, equipment, facilities and fixtures located thereon and all Landlord Assets as may be necessary in the course of ownership, operation, compliance with applicable law and permits, monitoring, investigation, and maintenance (including without limitation repair, replacement, restoration, improvement, decommissioning, demolition and removal) of the Real Property, so long as such access and/or use does not unreasonably interfere with Tenant's operations on the Premises and complies with all applicable laws. In furtherance thereof, Tenant agrees to work cooperatively with Landlord to ensure reasonable access to such facilities and equipment as Landlord may reasonably require for itself or other tenants and their respective representatives and shall, upon request, grant shared access or easement rights and otherwise facilitate same. At the request of either party, Landlord and Tenant shall enter into one or more separate easement agreements in recordable form with respect to the easements granted and reserved herein (or if required by any public utility in the form required by such public utility); provided that any such documents or agreements do not materially diminish or in any material respect adversely affect any of the parties' rights, benefits or protections under this Lease or increase, in any material respect, the obligations of the parties hereunder or under any agreement with a third-party.

To the extent Tenant or its authorized subtenants, licensees, or occupants require easements, access rights or rights of way with respect to their Use of the Premises from a third party, including but not limited from a utility provider, and such easements require either access or other rights or permission from Landlord, Landlord will reasonably cooperate with Tenant, at Tenant's sole cost and expense, (a) to obtain such easements and rights of way and (b) to submit (and to join in, when legally required) for filing any permit applications, plat requests, plats, dedications, utility applications, utility easements or similar filings to the extent reasonably requested by Tenant in connection therewith.

Section 3.7. Additional Improvements. Subject to the provisions of this Article 3, upon notice to Landlord Tenant may, at its sole cost and expense, make any alterations, additions, improvements or other changes to the Premises as may be necessary or useful to Tenant's Use; (collectively, the "*Additional Improvements*".) Notwithstanding the foregoing, if any such Additional Improvements require alterations, additions or improvements to the Real Property that is not the subject of this Lease, or would otherwise impact use, operation or access by Landlord or other tenants, any such Additional Improvements shall be subject to Landlord's prior written approval, in its sole discretion, and Tenant shall bear all costs and responsibilities associated with such Additional Improvements.

Section 3.8. Capacity. The parties agree that pursuant to this Lease, Tenant shall have the right, in its sole discretion and at such time as it deems necessary or appropriate to support operations and Use of the Premises, to increase its power usage such that Tenant and its authorized subtenants, licensees, and occupants can use a total of up to 400 MW of power at the Premises, subject to the availability of such power and obtaining all applicable regulatory and other requisite approvals, and, in all such cases, at Tenant's sole cost and expense; it being understood that (i) Landlord shall exercise commercially reasonable efforts to assign the Interconnection Assets to Tenant (as defined herein and in accordance herewith), and has no other obligation to directly provide power or other utilities or services to Tenant for the Premises, (ii) Tenant shall be solely responsible for obtaining and maintaining such utilities and services during the Term and (iii) Landlord makes no representation or warranty as to the sufficiency of the Interconnection Assets or Landlord Assets or any other such utilities or services for purposes of Tenant's Use of the Premises during the Term. Notwithstanding the foregoing, Landlord reserves the right, for itself and for other tenants as it may determine, to utilize additional power in excess of 400 MW and services that may be available for the Real Property and to take all necessary or appropriate actions in connection therewith as it may determine, including without limitation to seek requisite approvals or undertake construction or improvements at the Real Property.

The parties shall reasonably cooperate to effectuate the foregoing allocation in compliance with applicable laws and regulations, including without limitation by entering into any further agreements and documentation, seeking any requisite approvals, and/or engaging in further construction, improvements or other activities at the Premises or Real Property, all as necessary or advisable therefor; the parties further agree not to take any actions pursuant to the foregoing paragraph that would prejudice the rights of the other party in respect thereof.

Without limiting the generality of the above, or any other provisions of this Article 3, Tenant and Landlord expressly acknowledge that Landlord and its affiliates have been negotiating and arranging for interconnection rights, queue positions, interconnection studies and related agreements with the New York Independent System Operator (NYISO) and New York State Electric & Generation (NYSEG) (as applicable) to secure access to up to 300MW of power from the grid for the benefit of the Real Property in respect of the Cayuga Compute Project (the "Interconnection Assets"). Landlord agrees to exercise commercially reasonable efforts to assign its rights in the Interconnection Assets to Tenant; provided however, that if Landlord is unable to assign its rights in the Interconnection Assets, then Landlord will, for the benefit of Tenant, continue to pursue, negotiate, and arrange for such Interconnection Assets, provided, that Landlord is not required to incur material cost in connection therewith. From and after the date the Interconnection Assets are assigned to Tenant by Landlord (if ever), Tenant acknowledges that it shall be responsible for taking such actions as may be required from time to time, as determined by Tenant in good faith, to maintain such queue positions, and satisfy its interconnection and other obligations in connection with the Cayuga Compute Project at its sole cost and expense.

Section 3.9. Change of Control. Tenant expressly acknowledges and agrees that: (a) Beowulf Electricity & Data ("Beowulf"), an affiliate of Landlord has been and is currently providing certain services in its capacity as the exclusive operator of the Premises ("Operator") on behalf of Tenant and TeraWulf, including infrastructure, construction, operations and maintenance and administrative services, (b) so long as TeraWulf is an affiliate of Landlord, Tenant may designate TeraWulf or one or more of TeraWulf's wholly owned subsidiaries (together with Beowulf, each and collectively "*TeraWulf Operator*") as Operator upon prior written notice to Landlord; and (c) provided that TeraWulf Operator is not in material default of its provision of such services, TeraWulf Operator may not be replaced or removed as Operator without the prior written consent of Landlord (consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, during the Term, (x) Landlord must provide its prior written consent to the designation, hiring or engagement of any new or replacement operator thereon (which consent shall not be unreasonably withheld, conditioned or delayed) and (y) if TeraWulf Operator ceases to be an affiliate of Landlord following the occurrence of an "Operator Change in Control" (as defined below), Tenant acknowledges and agrees that in order to remain in compliance with the Lease, within thirty (30) days of such event, Tenant must obtain Landlord's written consent (consent not to be unreasonably withheld, conditioned or delayed) to (x) the continued operation of the Premises by a TeraWulf Operator or (y) the designation, hiring or engagement of a new or replacement Operator. For purposes of this Section 3.9, an "Operator Change in Control" shall have occurred if Mr. Prager ceases to be the Chief Executive Officer of TeraWulf, other than as the result of his voluntary resignation (which, for avoidance of doubt, does not include a resignation for "Good Reason" as defined in his employment agreement).

To the extent Landlord has consented in writing to Tenant's or any of its affiliate's execution of a sublease for a portion of the Premises in connection with the development of data centers designated therein (a "Sublease") and an affiliate of Tenant (a "Borrower") has secured project financing for the construction and development of such data centers with respect to which the Sublease constitutes collateral, Landlord hereby agrees that if the project financing lenders have duly exercised their remedies following an event of default under the applicable project financing agreements and the collateral agent has stepped into the role of the Borrower as tenant under the applicable Sublease, Landlord will waive its right to consent to a replacement Operator under this Section 3.9 with respect to any portion of the Premises subject to the Sublease.

ARTICLE 4
LEASEHOLD FINANCING PROVISIONS

Section 4.1. Liens on Tenant's Leasehold Estate; Rights of Leasehold Mortgages.

(A) Leasehold Mortgage Authorized. At any time and from time to time, without limit as to amount and on any terms Tenant may deem desirable, and without any requirement to obtain Landlord's consent, Tenant may (i) take back one or more purchase money Leasehold Mortgages (as hereinafter defined) upon a permitted sale and assignment of the Leasehold estate created by this Lease; (ii) give one or more mortgages or other security interests or otherwise encumber, or create security interests in, Tenant's Leasehold estate to one or more Institutional Investors (as hereinafter defined), (iii) assign this Lease and any occupancy Leases as security for one or more Leasehold Mortgages to Institutional Investors; or (iv) do one or more of the foregoing (i) through (iii). The term "Leasehold estate" shall mean, Tenant's interest in the Lease, the Premises and any and all buildings and improvements thereon, including Tenant Property Improvements and Additional Improvements on the Premises (collectively "*Improvements*") thereon. In no event and under no circumstances shall Tenant be entitled to encumber either fee title to the Premises or Landlord's Leasehold estate in and to such Premises.

(B) Notice to Landlord.

(1) (a) If Tenant shall, on one or more occasions, take back a purchase money Leasehold Mortgage upon a sale and assignment of the Premises, or shall mortgage the Premises to a Leasehold Mortgagee (as hereinafter defined), and if the holder of such Leasehold Mortgage shall provide Landlord with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of such Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section shall apply in respect to each such Leasehold Mortgage until written notice of satisfaction is given by the holder of such Leasehold Mortgage to Landlord.

(b) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage notice of the new name and address shall be provided to Landlord and Landlord Parent.

(2) Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by subsection (B)(1) above, acknowledge by an instrument in recordable form receipt of such communication as constituting the notice provided for by subsection (B)(1) above or, in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of subsection B(1) and specify the specific basis of such rejection. Failure by Landlord to notify the Leasehold Mortgagee and Tenant within thirty (30) days shall be deemed to constitute acknowledgment of conformity of the notice with the requirements of subsection (B)(1) of this Section 4.1.

(3) If requested to do so by Landlord, Tenant shall thereafter also provide Landlord from time to time with a copy of all notes or other obligations secured by such Leasehold Mortgage and of each amendment or other modification or supplement to the Leasehold Mortgage.

Copies of the Leasehold Mortgage and related documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such documents as have been recorded.

(C) Definitions.

(1) As used in this Lease, the term "*Institutional Investor*" shall refer to a savings bank, savings and loan association, commercial bank, trust company, credit union investment bank, insurance company, college, university, religious or other educational or eleemosynary institution, real estate investment trust or welfare, benefit pension or retirement fund or any Federal, State, municipal agency, public benefit corporation or public authority or other recognized, reputable maker of loans for, or investments in, real estate. The term "*Institutional Investor*" shall also include other lenders of substance which perform functions similar to any of the foregoing and any entity directly or indirectly controlled by, in control of or under common control with any *Institutional Investor*. In addition, it is understood and agreed that a mortgage made to, or held by, an *Institutional Investor* acting as agent or trustee for one or more parties who have interests in the Leasehold Mortgage, regardless of whether or not such parties are themselves *institutional investors*, shall be deemed a Leasehold Mortgage held by an *Institutional Investor*.

(2) The term "*Leasehold Mortgage*" as used in this Lease shall include a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Tenant's Leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation, including, without limitation, obligations to reimburse the issuer of a letter of credit.

(3) The term "*Leasehold Mortgagee*" as used in this Lease shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by subsection (B) of this Section 4.1 has been given and received and as to which the provisions of this Section 4.1 are applicable.

(4) Two (2) or more mortgages whose liens are consolidated to constitute a single mortgage shall be treated as single Leasehold Mortgage.

(D) Notice of Consent of Leasehold Mortgagee Required. No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgage until written notice thereof is given to Tenant and any Leasehold Mortgagee as provided under this Lease. Landlord shall not recognize any cancellation, surrender or modification by Tenant alone without in each case the prior written consent of the Leasehold Mortgagee. Any attempted cancellation, surrender or modification except as specifically provided under this Article 4 shall be of no force and effect.

(E) Default Notice. Landlord, upon providing Tenant any notice of either (1) default under this Lease; or (2) a termination of this Lease, shall at the same time provide a copy of such notice to every Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given (nor shall Landlord be entitled to terminate this Lease pursuant to Article 11 hereof) unless and until a copy thereof has been so provided to every Leasehold Mortgagee. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in subsection (G) of this Section 4.1 to remedy, commence remedying, or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Landlord authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the premises by the Leasehold Mortgagee for such purpose.

(F) Notice to Leasehold Mortgagee.

(1) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease Landlord may not terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate at least fifteen (15) days in advance of the proposed effective date of such termination if such advance of the proposed effective date of such default is capable of being cured by the payment of money, and at least thirty (30) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of subsection (H) of this Section 4.1 shall apply if, during such 15- or 30-day termination notice period, any Leasehold Mortgagee shall:

- (a) notify Landlord of such Leasehold Mortgagee's desire to nullify such notice; and
- (b) pay or cause to be paid all Rent, Additional Rent, and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such 15- or 30-day period; and
- (c) comply or in good faith, with reasonable due diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee.

(2) Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Article 4 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in subsection (B)(1)(a) of this Section 4.1 unless notice of a change of Leasehold Mortgage ownership has been given to Landlord pursuant to subsection (B)(1)(b) of this Section 4.1.

(3) At any time after the delivery of the aforementioned notice under Subsection 4.1(F)(1)(a), such Leasehold Mortgagee may notify Landlord, in writing (the "*Discontinuance Notice*"), that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings shall have been commenced, that it has discontinued (or is in the process of discontinuing) such foreclosure proceedings. In such event, Landlord shall, after the expiration of thirty (30) days after Landlord gives copies of the Discontinuance Notice to all other Leasehold Mortgagees and of Landlord's unrestricted right to declare any Event of Default and of its intent to terminate this Lease, terminate this Lease and/or take any other action it deems appropriate by reason of any Event of Default unless within such thirty (30) day period, another Leasehold Mortgagee delivers to Landlord its written agreement to take the actions described in Clauses (a) through (c) of this Section 4.1(F), in which case the provisions of this Section 4.1 shall remain applicable.

(G) Procedure On Default.

(1) If Landlord shall elect to terminate this Lease by reason of any default of Tenant and a Leasehold Mortgagee shall have proceeded in the manner provided for by subsection (F) of this Section 4.1, the specified date for the termination of this Lease as fixed by Landlord in its termination notice shall automatically and without further act by any party be extended for a period of three (3) months, provided that such Leasehold Mortgagee shall, during such 3-month period:

(a) Pay or cause to be paid the Rent and any other monetary obligations of Tenant under this Lease of which the Leasehold Mortgagee has received written notice as the same become due, and continue its good faith efforts to perform or cause performance of all Tenant's other obligations under this Lease, excepting past nonmonetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

(b) If not enjoined or stayed and to the extent lawfully able, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with reasonable diligence.

(2) If at the end of such three-month period such Leasehold Mortgagee is complying with subsection (G)(1) of this Section 4.1, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its foreclosure proceedings shall automatically and without further act by any party continue for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity and for a reasonable period of time thereafter. Nothing in this subsection (G) of this Section 4.1, however, shall be construed to extend this Lease beyond the original term hereof as extended by any options to extend the term of this Lease properly exercised by Tenant or a Leasehold Mortgagee in accordance with the terms of such Leasehold Mortgagee's Leasehold Mortgage nor to require a Leasehold Mortgagee to continue such foreclosure proceedings, after the Default has been cured. If the Default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease,

(3) If a Leasehold Mortgagee is complying with subsection (G)(1) of this Section 4.1, upon the acquisition of Tenant's Leasehold estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(4) For the purposes of this Article 4, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the Leasehold estate hereby created, nor shall any Leasehold Mortgagee or its nominee or any assignee or other transferee of such Leasehold Mortgage, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold estate hereby created so as to require such Leasehold Mortgagee or its nominee or any assignee or other transferee of such Leasehold Mortgage, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any sale of this Lease and of the Leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Article 4, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and If the Leasehold Mortgagee or its designee shall become holder of the Leasehold estate and if the buildings and Improvements on the Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the buildings or other Improvements only to the extent of the net insurance proceeds actually received by the Leasehold Mortgagee or its designee by reason of such damage.

(5) Any Leasehold Mortgagee or other party who acquires the Leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's Leasehold estate without the consent of Landlord, sell and assign the Leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee provided that the purchaser assumes in writing the obligations hereof. Notwithstanding anything contained herein to the contrary, any covenant or obligation which may be performed by a Leasehold Mortgagee may be performed by any duly authorized designee of such Leasehold Mortgagee.

(H) New Lease. In the event of the termination of this Lease as a result of Tenant's default, rejection of the Lease by Tenant, or by a trustee or receiver appointed by a court of competent jurisdiction in bankruptcy or insolvency proceedings, or for any other reason whatsoever, Landlord shall, in addition to providing the notices of default and termination as required by section (B) and (F) of this Section 4.1, provide each Leasehold Mortgagee with written notice that this Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new Lease (the "New Lease") of the Premises with such Leasehold Mortgagee or its designee (which obligations shall survive the termination of this Lease) for the remainder of the term of this Lease, effective as of the date of termination, at the Rent and upon the terms, covenants and conditions (excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided:

(1) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within thirty (30) days after the date such Leasehold Mortgagee receives Landlord's notice of termination of this Lease given pursuant to this Section 4.1 or such extended period of time as mutually agreed upon by Landlord and such Leasehold Mortgagee.

(2) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including, without limitation, reasonable attorney's fees and disbursements, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or another party in interest under Tenant. Upon the execution of such New Lease, Landlord shall allow to the Tenant named therein as an offset against the sums otherwise due under this section (H)(2) or under the New Lease, an amount equal to the net income derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of the beginning of the Lease term of such New Lease.

In the event of a controversy as to the net amount to be paid to Landlord pursuant to section (H)(2), the payment obligation shall be satisfied if Landlord be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due.

(3) Such Leasehold Mortgagee or its designee shall agree to remedy any of Tenant's defaults of which said Leasehold Mortgagee was notified by Landlord's notice of termination and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(4) The Tenant under such New Lease shall have the same right, title and interest in and to the Premises and the Improvements as Tenant had under this Lease and such new Lease shall have the same priority with respect to any fee or Leasehold Mortgage as the Lease had.

(5) The Tenant under any such New Lease shall be liable to perform the obligations imposed on the Tenant by such New Lease, except for covenants which are no longer applicable or have been performed, and except that all of the obligations and liabilities of the Leasehold Mortgagee or its nominee as Tenant accruing under the New Lease after the date of the assignment shall automatically and without further act by any party cease and terminate upon assignment of the New Lease or the sooner expiration or termination thereof.

(6) Concurrently with the execution and delivery of a New Lease pursuant to the provisions of Section 4.1(H), and the payment of all amounts required to be paid by the new Tenant as set forth in Section 4.1(H), Landlord shall deliver (if held by Landlord) or assign to the Tenant named therein without recourse, representation or warranty, all of Landlord's right, title and interest in and to monies (including prepaid rents, insurance proceeds and condemnation awards) not previously expended or applied in accordance with the terms and provisions of this Lease, if any, then held by or payable to, Landlord that Tenant would have been entitled to receive but for the termination of this Lease.

(7) Upon the execution and delivery of a New Lease pursuant to the provisions of Section 4.1(H), all Leases that have been assigned to Landlord (and all unapplied security deposits held by Landlord pursuant thereto, and all rights and proceedings then pending against -tenants and all insurance proceeds and condemnation awards received by Landlord) shall be assigned and transferred, without recourse, representation or warranty, by Landlord to the Tenant named in the New Lease. Between the date of the termination of this Lease and the execution and delivery of a New Lease pursuant to this Section 4.1(H), Landlord shall not cancel any Lease or accept any cancellation, termination and surrender thereof (unless such termination is effected as a matter of law or by the terms of the Lease upon the termination of this Lease or as a result of the default (after the expiration of applicable notice and grace periods) of the Tenant thereunder) without the consent of such Leasehold Mortgagee.

Section 4.2. New Lease Priorities. If more than one Leasehold Mortgagee shall request a New Lease pursuant to section (H)(1) of Section 4.1, Landlord shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business within the State of New York as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease. Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, including but not limited to bankruptcy defaults. Notwithstanding the foregoing, the Leasehold Mortgagee or its designee will be required to pay all amounts required to be paid hereunder and fulfill all Tenant's other obligations under this Lease to the extent provided under the provisions of this Article 4. The financial condition of any Leasehold Mortgagee or its designee shall not be a consideration in the determination of the reasonable susceptibility of the cure of any default hereunder.

Section 4.3. Eminent Domain. Tenant share, as provided by Article 9 of this Lease, of the proceeds arising from an exercise of the power of eminent domain shall, subject to the provisions of such Article, be disposed of as provided for by the Leasehold Mortgage that is prior in lien to any other Leasehold Mortgagee. Tenant will make no agreement with respect to any award or payment in condemnation or eminent domain without the prior written consent of the Leasehold Mortgagee holding such Leasehold Mortgage that is prior in lien.

Section 4.4. Casualty Loss. A Standard Mortgagee Clause naming each Leasehold Mortgagee shall be added to any and all insurance policies required to be carried by Tenant and the insurance proceeds will be paid to the Leasehold Mortgagee holding the Leasehold Mortgage that is prior in lien, to be held for the benefit of the parties and applied in the manner specified in this Lease and the Leasehold Mortgage that is prior in lien. No fire or casualty loss claims shall be settled without the prior written consent of the Leasehold Mortgagee holding such Leasehold Mortgage that is prior in lien.

Section 4.5. Proceedings. Landlord shall give each Leasehold Mortgagee prompt notice of any legal proceedings or arbitration between Landlord and Tenant involving obligations under this Lease. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings between Landlord and Tenant and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Landlord shall give each Leasehold Mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of such proceedings.

Section 4.6. No Merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the Leasehold estate of the Landlord in and to the Premises and the Leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said Leasehold estate and said Leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

Section 4.7. Notices. Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished to Landlord pursuant to section (B) of Section 4.1 and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Article 6 hereof. Such notices, demands and requests shall be given in the manner described in Article 6 and, except as otherwise provided herein, shall in all respects be governed by the provisions of that Article.

Section 4.8. Erroneous Payments. No payments made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of such payment or portion thereof provided such Leasehold Mortgagee shall have made demand therefor.

Section 4.9. **Estoppel Certificates.** Landlord, within twenty (20) days after a request in writing made at any time and from time to time by Tenant or any Leasehold Mortgagee and without charge, shall furnish a written certification, duly acknowledged, to the requesting party and any other person or entity reasonably specified by the requesting party stating (A) that the Lease is then in full force and effect and unmodified or, if modified, stating the modifications, (B) that Tenant is not in default in the payment of Rent or other charges payable to Landlord under the Lease or, if in default, stating such default, (C) that to the best of Landlord's knowledge, neither Landlord nor Tenant is in default in the performance or observance of any other covenant or condition to be performed or observed under the Lease or, if either party is in default, stating such default, (D) that to the best of Landlord's knowledge, no event has occurred and no condition exists which authorizes or, with notice or the lapse of time or both, will authorize Landlord or Tenant to terminate this Lease or, if such event has occurred or such condition exists, stating such event or condition, (E) that to the best of Landlord's knowledge, neither Landlord or Tenant has any offsets, counterclaims or defenses hereunder or against the other or, if so, stating such offsets, counterclaims or defenses, (F) the dates to which if Rent and other charges payable by Tenant hereunder have been paid, and (G) any other matters which may be reasonably requested by the requesting party. Nothing contained in this section shall be deemed or construed to preclude Tenant or any Leasehold Mortgagee from seeking and obtaining specific performance of Landlord's obligations under this section.

Section 4.10. **Tenant Liability.** Except where the Leasehold Mortgagee has become the Tenant hereunder, or has specifically agreed to remedy any default of Tenant hereunder, no liability for the payment of the Rent or for the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed upon the Leasehold Mortgagee, all such liability of the Leasehold Mortgagee being hereby expressly waived by Landlord.

Section 4.11. **Amendments to Lease.** If, in connection with obtaining a Leasehold Mortgage, an Institutional Investor shall request reasonable modifications to this Lease, Landlord shall not unreasonably withhold its consent therefor provided such modifications do not (i) increase Landlord's obligations hereunder, (ii) materially and adversely affect Landlord's rights hereunder or the Leasehold estate created hereby (iii) reduce or alter the method of payment after the Rent, or other charges (including Impositions) required to be paid by Tenant hereunder or change the stated term of this Lease and (iv) Landlord's Leasehold mortgagees shall consent thereto, if required by such Leasehold mortgages.

ARTICLE 5 INSURANCE REQUIREMENTS

Section 5.1. The Tenant shall obtain and maintain in effect throughout the Term general commercial liability and other insurance satisfactory to the Landlord in the exercise of Landlord's reasonable discretion, protecting the Landlord against liabilities related to the injury or death of persons and against property loss in the following amounts (as increased from time to time at the request of the Landlord to take into consideration changes in the customary requirements of the insurance industry as well as inflation). At Tenant's own cost and expense, Tenant shall keep and maintain (or cause to be kept and maintained) the Premises and all Landlord Assets to which Tenant or any of its authorized subtenants, licensees, or occupants are granted rights of Use in good repair and condition satisfactory to Landlord in the exercise of Landlord's reasonable judgment, and shall maintain the Premises in a commercially acceptable condition for a cryptocurrency mining operation and/or high-performance computing (HPC) data center. Tenant will provide to Landlord a certificate of insurance from an insurance company licensed to do business in the State of New York with an AM Best's rating of not less than A-XIII. The insurance required herein may be obtained by Tenant by endorsement or equivalent means under their blanket insurance policies, provided such blanket policies substantially fulfill the requirements specified herein. Any such blanket policy shall include the amounts of coverage applicable to the Premises. The Tenant shall provide the following types of insurance:

- (A) Property Insurance. Sufficient, commercially acceptable property coverage for the Premises, including the Building, equipment, infrastructure and all improvements to the Premises, against fire and casualty loss or damage (including vandalism malicious and extended coverage for full replacement value thereof). The Landlord shall have the right to maintain property insurance for any of the Premises, including the Building, equipment, infrastructure and improvements to the Premises, in which event the cost of such insurance shall be borne by the Tenant, such insurance shall be considered primary, and the requirements of this paragraph for the Tenant shall be waived with respect to the coverage so maintained by the Landlord.
- (B) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (C) As required, Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- (D) Umbrella/Excess Liability insurance of \$5,000,000 per occurrence and in the aggregate.
- (E) Workers Compensation and Occupational Disease Insurance - Including Employer's Liability Insurance, complying with the laws of the State in which the work is to be performed or elsewhere as may be required.
- (F) Change in Insurance. In the event Tenant changes insurance carriers, Tenant will provide substitute coverage from insurance carriers licensed to do business in the State where the Premises are located.
- (G) Landlord Additional Insured. Tenant shall name Landlord as an additional insured to the extent required by the Landlord, including on its Commercial General Liability, Business Auto Liability, and Umbrella/Excess Liability policies, and shall provide evidence of same as set forth above. Obligation to name the Landlord as an additional insured includes any periods of completed operations coverages. All insurance policies providing coverage to the additional insured shall be endorsed to indicate that they are primary and noncontributory with respect to any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Except as provided for above, any other insurance or self-insurance maintained by the additional insured shall be excess.

Section 5.2. If either Landlord or Tenant experience any injury, loss or damage to themselves or their respective real or personal property, and if that injury, loss or damage is insured against under any or all of their respective insurance policies, including any extended coverage endorsements thereto, then the appropriate insurance company(ies), and not Landlord or Tenant, shall be solely liable to compensate the part(ies) who experienced the loss or the damage, regardless of whether Landlord or Tenant was responsible for such injury, loss or damage. Landlord and Tenant hereby waive any rights each may have against the other as a result of any injury, loss or damage that is then insured against by either. This waiver is effective only to the extent that (i) insurance company(ies) actually pay(s) for such injury, loss or damage, and (ii) the provisions of this paragraph do not invalidate any insurance coverage carried by Landlord or Tenant.

ARTICLE 6 NOTICES

Section 6.1. Whenever it is provided in this Lease that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Premises, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served as follows:

(A) If to Landlord, by hand with proof of delivery or by mailing the same to Tenant by certified mail, postage prepaid, return receipt requested, or by reputable overnight courier such as Federal Express, addressed to:

Cayuga Operating Company LLC
228 Cayuga Dr.
Lansing, New York 14882
Attention: General Counsel's Office

With a copy to: Cayuga Operating Company LLC
5 Federal Street
Easton, MD 21601
Attention: General Counsel's Office

or to such other addresses as Landlord may from time to time designate by notice to Tenant by certified mail;

(B) If to Tenant, by mailing the same to Landlord by certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier such as Federal Express, addressed to the addresses set forth above:

Lake Hawkeye LLC
9 Federal Street
Easton, MD 21601
Attention: General Counsel's Office

(C) If to Landlord Parent, by mailing the same to Landlord and Tenant by certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier such as Federal Express, addressed to the addresses set forth above:

Riesling Power LLC
5 Federal Street
Easton, MD 21601
Attention: General Counsel's Office

Section 6.2. Service. Every notice, demand, request, consent, approval or communication hereunder shall be deemed to have been given or served the day after it is sent, if sent by overnight courier, or three (3) days after the time that the same shall have been actually deposited in the United States mail, postage prepaid, as aforesaid, except that notice by certified mail, return receipt requested, shall be deemed effective on the date such receipt is dated by the Post Office or service is refused. Service by hand shall be deemed given on the date delivered.

ARTICLE 7 ASSIGNMENT AND SUBLEASING

Section 7.1. Assignment and Subleasing. Tenant shall be required to obtain prior written consent of Landlord for any subleasing of the Premises (consent not to be unreasonably withheld, conditioned or delayed). Except as otherwise permitted in this Section 7.1, Tenant shall be required to obtain prior written consent of Landlord for an assignment of any or all of its rights under the Lease or its interest in the Premises (consent not to be unreasonably withheld, conditioned or delayed). Tenant shall have the right to assign or transfer this Lease (or any portion thereof) without Landlord's consent, but upon prior notice to Landlord, to: (i) a parent, subsidiary or other affiliate of Tenant; (ii) an entity surviving a consolidation or merger with Tenant; or (iii) an entity or person acquiring all or substantially all of Tenant's stock, other beneficial, voting or membership interests or assets. Additionally, a sale of Tenant's stock or an affiliate of Tenant's stock or other voting/membership interest on a nationally-recognized stock exchange, or a transfer of Tenant's or an affiliate of Tenant's stock or other beneficial, voting or membership interest, in each case, shall not be deemed an assignment or transfer and can be made without Landlord's prior written consent. No such subleasing or assignment shall relieve the Tenant of its obligations hereunder unless Landlord shall hereafter expressly consent to such release in its sole and absolute discretion. Nothing in this Section 7.1 shall derogate from the provisions of Article 4 of this Lease.

ARTICLE 8 DAMAGE, DESTRUCTION AND RESTORATION

Section 8.1. Notice to Landlord. Tenant shall notify Landlord immediately if any portion of the Improvements are damaged or destroyed in whole or in part by fire or other casualty to the extent of ten (10%) percent of replacement value or more.

Section 8.2. Casualty Restoration.

(A) Restoration. If all or any portion of the Improvements are damaged or destroyed by fire or other casualty, ordinary or extraordinary, foreseen or unforeseen (a "Casualty"), Tenant shall, in accordance with the provisions of this Article 9 hereof, and subject to Excusable Delays, restore the Improvements to the extent of the value and as nearly as possible to the character of the Improvements as they existed immediately before such Casualty with such changes as Tenant may require provided such changes do not materially reduce such value ("Casualty Restoration"). Notwithstanding anything contained herein, in the event that any portion of the Premises or the Improvements is damaged or destroyed by fire or other Casualty and the portion so destroyed is functionally obsolete, Tenant shall not be required to restore that portion of the Premises, or Improvements or betterments therein; provided, however, that all debris and damaged portions of the Improvements not to be reconstructed are removed and the site is graded, restored, and landscaped to a safe and sightly condition ("Casualty Grading"). Landlord agrees to cooperate with Tenant in connection with obtaining all necessary or desirable consents and approvals in connection with the restoration of the Improvements.

(B) Commencement of Construction Work. Subject to Unavoidable Delays, Tenant shall commence the construction work in connection with a Casualty Restoration and Casualty Grading within one hundred eighty (180) days of the damage or destruction but in no event shall Tenant be required to so commence the construction work earlier than thirty (30) days after the signing of a proof of loss with the insurance carrier provided Tenant has used its reasonable good faith efforts to effect a settlement with its insurance company within such 180-day period.

Section 8.3. Effect of Casualty on This Lease. This Lease shall neither terminate, be forfeited nor be affected in any manner, nor shall there be a reduction or abatement of Rent, or any Additional Rent, by reason of total, substantial or partial destruction of the Improvements or by reason of the untenability of the Improvements or any part thereof. Tenant's obligations hereunder, including, without limitation, the payment of Rent, shall continue as though the Improvements had not been damaged or destroyed and shall continue without abatement, suspension, diminution or reduction whatsoever.

Section 8.4. Waiver of Rights Under Statute. The existence of any present or future law or statute notwithstanding, Tenant waives all rights to quit or surrender the Premises or any part thereof by reason of any casualty to the Improvements. It is the intention of Landlord and Tenant that the foregoing is an "express agreement to the contrary" as provided in Section 227 of the New York Real Property Law.

**ARTICLE 9
CONDEMNATION**

Section 9.1. Certain Definitions:

(A) "Taking" shall mean, except as hereinafter provided, a taking of the Premises or any part thereof for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right irrespective of whether the same affects the whole or substantially all of the Premises (as defined herein) or a lesser portion thereof but shall not include a taking of the fee interest in the Premises or any portion thereof if, after such taking, Tenant's rights under this Lease are not affected.

(B) "*Substantially all of the Premises*" shall mean such portion of the Premises as would leave remaining after a Taking a balance of the Premises which in Tenant's reasonable judgment would not readily accommodate a facility to support the uses to which the Premises were applied immediately prior to the Taking on a commercially reasonable basis due either to the area so taken or the location of the portion of the Premises so taken in relation to the portion of the Premises not so taken in light of economic conditions, zoning laws or building regulation then existing or prevailing and after performance by Tenant of all covenants, agreements, terms and provisions contained herein or by law required to be observed by Tenant.

(C) "*Date of Taking*" shall be deemed to be the date on which title to the whole or substantially all of the Premises or a lesser portion thereof, as the case may be, shall have vested in any lawful power or authority pursuant to the provisions of the applicable Federal, State or City condemnation law or the date on which the right to the temporary use of the same has so vested in any lawful power or authority as aforesaid.

(D) "*Condemnation Restoration*" shall mean a restoration of any portion of the Premises remaining after a partial Taking and/or a restoration of any portion of the Premises which have been changed or altered as a result of temporary Taking or as a result of any governmental action not constituting a Taking but creating a right to compensation as provided in this Article 9 so that such portions shall contain complete structures, in good condition and repair, consisting of self-contained architectural units and, to the extent practicable, of a size and condition of, and having a character similar to, the character of the Premises existing immediately prior to the Date of Taking or the date of such other governmental action which such changes as Tenant shall reasonably require.

Section 9.2. Permanent Taking.

(A) Taking of the Whole; Substantial Taking. If during the Term there shall be a Taking of the whole or substantially all of the Premises (other than a temporary Taking), the following consequences shall result:

(1) This Lease and the Term shall terminate and expire on the date of the Taking and the Rent payable by Tenant hereunder shall be payable through the Date of Taking and all such Rent shall be paid to Landlord on the Date of Taking; and

(2) The award payable in respect of such Taking shall be paid as follows: (a) to the Leasehold Mortgagee which holds a first lien on Tenant's interest in this Lease so much of the balance of such award as shall equal the value of the Leasehold Improvements on the Premises, but in no event greater than the unpaid principal indebtedness secured by such Leasehold Mortgage, with unpaid interest thereon at the rate payable by the condemning authority to the date of payment and any other sums evidenced or secured by such Leasehold Mortgage, (b) then to Tenant at the value of Landlord's Leasehold estate considered as improved by the Improvements constructed by Tenant to the extent not paid to Tenant's Lease Mortgagee as described in (a) above.

(B) Partial Taking.

(1) if there shall be a Taking of less than the whole or substantially all of the Premises (other than a temporary Taking), this Tenant and the Term shall continue without diminution of any Tenant's obligations hereunder, except that this Lease shall terminate as to the portion of the Premises so taken and the Rent due hereunder shall be reduced by an equitable amount, to the extent it materially affects Tenant's use and enjoyment of the Premises.

(2) The award payable in respect of a partial Taking shall be paid as follows: (a) First to Tenant to be used to restore, repair and replace the Premises and (b) any remaining portion of the award after restoration shall be paid to Tenant.

Section 9.3. Restoration of Premises.

(A) If this Lease is not terminated on account of a Taking, as hereinabove provided, Tenant shall at its cost and expense shall in accordance with this Article 9, subject to Unavoidable Delays, restore the remaining portion of the Premises not so taken as nearly as possible to the character of the original project provided:

- (1) the portion to be restored is not so badly damaged that it cannot be restored at reasonable cost;
- (2) the portion to be restored is obsolete and therefore shall not be restored.

(B) Subject to Unavoidable Delays, Tenant shall commence the construction work in connection with the restoration of the damaged portion of the Premises within one hundred twenty (120) days of the Taking, but in no event shall Tenant be required to so commence construction earlier than thirty (30) days after the settling of any or all litigation relating to the partial taking or the acceptance by the Tenant and Landlord and the Leasehold Mortgagees of any reward by the condemning authority.

Section 9.4. Governmental Action not Resulting in a Taking. In case of any governmental action not resulting in a Taking but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, then this Lease shall continue in full force and effect without reduction or abatement of Rent; provided, however, that if such governmental action results in changes or alteration of the Premises, then Tenant shall restore the Premises and effect a restoration with respect thereto. Any award payable in the case of such governmental action shall be paid to Tenant for the purpose of paying for the cost of such restoration.

Section 9.5. Collection of Awards. Each of the parties shall execute documents that are reasonably required to facilitate the collection of any awards made in connection with any condemnation proceeding referred to in this Article 9.

Section 9.6. Condemnation Proceedings. Both Landlord and Tenant shall have the right to appear in any condemnation or similar proceedings and to participate in any and all hearings, trials, and appeals in connection therewith. Nothing herein shall preclude either party from contesting the act of Taking or the compensation to be paid for the Taking, and notwithstanding anything herein, either party may request such court to determine, as between them, the division of the compensation. Tenant shall have the right to make a separate claim for its trade fixtures and moving expenses.

ARTICLE 10 COVENANT AGAINST LIENS

Section 10.1. Tenant won't do, or fail to do, anything that will cause a lien to be filed on Landlord's interest in the Premises.

ARTICLE 11 EVENTS OF DEFAULT; CONDITIONAL LIMITATIONS; REMEDIES

Section 11.1. Definition. Each of the following events shall be an "*Event of Default*" or "*Default*" hereunder:

(A) If Tenant shall fail to make any payment (or any part thereof) as and when due hereunder and such failure shall continue for a period of ten (10) days after written notice.

(B) If Tenant shall fail to repair and maintain the Premises as provided in this Lease or fails to comply with any other terms of this Lease and if such failure shall continue for a period of five (5) days after notice (in the case of a life-threatening or hazardous condition) or forty-five (45) days after notice (in the case of any other condition) unless such failure requires work to be performed, acts to be done or conditions to be removed which cannot, by their nature, reasonably be performed, done or removed within such five (5) or forty five (45)-day period, in which case no Event of Default shall exist as long as Tenant shall have commenced curing the same within the five (5) or forty-five (45)-day period and shall diligently and continuously prosecute the same to completion within one hundred eighty (180) days (subject to Unavoidable Delays) from said notice.

(C) Insolvency or Bankruptcy. The occurrence of any of the following shall, at Landlord's option, constitute a breach of this Lease by Tenant: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant or the Premises if such receiver is not removed within sixty (60) days, (ii) an assignment by Tenant for the benefit of creditors, (iii) any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, (iv) the filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of one hundred and twenty (120) days, (v) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of sixty (60) days after the levy thereof, (vi) the admission of Tenant in writing of its inability to pay its debts as they become due, (vii) the filing by Tenant of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of Tenant or similar relief, or (viii) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. If, upon the occurrence of any of the events enumerated above, under applicable law Tenant or the trustee in bankruptcy has the right to affirm this Lease and continue to perform the obligations of Tenant under this Lease, Tenant or such trustee, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant outstanding under this Lease as of the date of the affirmation of this Lease and provide to Tenant such adequate assurances as may be necessary to ensure Tenant of the continued performance of Tenant's obligations under this Lease.

(D) Without limiting the generality of the foregoing, if Tenant fails to comply with any of its obligations in Section 3.9.

(E) Notwithstanding the provisions of Section 11.1(B) there shall be no cure periods for any breach or default under this Section except as expressly provided in this Section.

Section 11.2. Enforcement of Performance. Subject to the provisions of Articles hereof, if an Event of Default occurs, Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Tenant of the applicable provisions of this Lease, and/or to recover damages.

Section 11.3. Expiration and Termination of Lease.

(A) If an Event of Default occurs, Landlord at any time thereafter, that such Event of Default remains uncured, may, at its option, give Tenant and any Leasehold Mortgagee notice stating that this Lease and the Term shall terminate on the date specified in such notice, which date, unless otherwise provided herein, shall not be less than ten (10) days after the giving of the notice, and in such event, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if the date specified in the notice were the Lease Expiration Date, and Tenant shall quit and surrender the Premises forthwith, but Tenant shall remain liable as hereinafter set forth. Upon the happening of any Event of Default, Landlord may in addition, and/or in the alternative, without notice, re-enter the Premises either by force, summary proceedings or otherwise, dispossess Tenant and the legal representative of Tenant or other occupant of the Premises, and remove their effects and hold the Premises as if this Lease had not been made. Tenant hereby waives any right of redemption it may have in the event that a final judgment granting Landlord possession of the Premises is granted.

In case of any such default, re-entry, termination, expiration and/or dispossess by summary proceedings or otherwise (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossess, termination, and/or termination; (ii) Landlord may, but shall not be obligated to, relet the Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions; and (iii) Tenant or the legal representative of Tenant shall remain liable at the option of the Landlord for each month of the period which would otherwise have constituted the balance of the Term for an amount equal to the deficiency between (x) the sum of the current monthly installment of Rent and (y) the net amount, if any, of the rents collected on account of the Lease or Leases of the Premises for each month of the period which would otherwise have constituted the balance of the term. In computing such amounts for which Tenant shall remain liable, there shall be added to the said deficiency such expense as Landlord may incur in connection with re-letting, such as court costs, attorneys fees and disbursements, brokerage, and for putting and keeping the Premises in good order or for preparing the same for re-letting as herein provided. Any such amounts shall be paid monthly by Tenant on the rent day specified in this Lease and any suit brought to collect the amount of this deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option may make such alterations, repairs, replacements and/or decorations in the Premises as Landlord in its sole judgment deems advisable for the purpose of re-letting the Premises, and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable, nor shall Tenant's liability hereunder be reduced, in any way whatsoever for Landlord's failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent or exhaust any or all remedies to collect the rent under such reletting.

Section 11.4. Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying the failure and stating that it is a "notice of default" and following Landlord's failure to act within such thirty (30) day notice period; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion (with such period not exceeding ninety (90) days). If Landlord fails to cure the default within the 30-day period (or extended 90-day period as described in the preceding sentence), Tenant may elect to either: (i) pursue any remedy available to Tenant at law or equity; or (ii) to perform such obligation, in which event Landlord shall reimburse Tenant for the reasonable out-of-pocket costs incurred by Tenant for such performance within ten (10) days from receipt by Landlord of bills and invoices and/or Tenant may offset such costs against any Additional Rent.

ARTICLE 12
CERTIFICATES BY LANDLORD AND TENANT; SUBORDINATION, NON-DISTURBANCE AGREEMENT

Section 12.1. Certificate of Tenant. Tenant shall, within fifteen (15) days after notice by Landlord, execute, acknowledge and deliver to Landlord, or any other person specified by Landlord, a written statement (which may be relied upon by such person) (a) certifying: (i) that this Lease is unmodified and in full force and effect (or if there are modifications, that this Lease, as modified, is in full force and effect and stating such modifications), (ii) the date to which each item of Rent and Additional Rent payable by Tenant hereunder has been paid, (iii) the Lease Expiration Date of the Lease; and (iv) such other matters as may be reasonably requested, and (b) stating: (i) whether Tenant has given Landlord written notice of any event that, with the giving of notice or the passage of time, or both, would constitute a default by Landlord in the performance of any covenant, agreement, obligation or condition contained in this Lease and (ii) whether, to the best knowledge of Tenant, Landlord is in default in performance of any covenant, agreement, obligation or condition contained in this Lease, and if so, specifying in detail each such default.

Section 12.2. Certificate of Landlord. Landlord shall, within fifteen (15) days after notice by Tenant, execute, acknowledge and deliver to Tenant, or such other person specified by Tenant, a statement (which may be relied upon by such person) (a) certifying: (i) that this Lease is unmodified and in full force and effect (or if there are modifications, that this Lease, as modified, is in full force and effect and modifications); (ii) the date to which each item of Rent and Additional Rent payable by Tenant hereunder has been paid; (iii) the Lease Expiration Date of the Lease; and (iv) such other matters as may be reasonably requested, and (b) stating: (i) whether an Event of Default has occurred or whether Landlord has given Tenant notice of any event that with the notice or the passage of time, or both, would constitute an Event of Default; and (ii) whether, to the best knowledge of Landlord, Tenant is in default in the performance of any covenant, agreement, obligation or condition contained in this Lease, and, if so, specifying, in detail, each such Default or Event of Default.

Section 12.3. Subordination and Non-Disturbance. The rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgage now or hereafter placed upon any portion of the Premises, and to any advances made thereunder and to the interest thereon and to all renewals, modifications, consolidations, replacements, extensions and refinancing thereof provided however that in each instance Tenant receives a commercially reasonable subordination, non-disturbance and attornment agreement, containing commercially reasonable terms and provisions from the holder of any mortgage requesting the subordination of this Lease. Receipt of non-disturbance and attornment agreements from Landlord and from the holder of any mortgage encumbering the fee title shall be a condition precedent to the effectiveness of this Lease.

ARTICLE 13

ENVIRONMENTAL INDEMNIFICATION

Section 13.1. Definitions. For the purpose of this Lease, the following terms shall have the following definitions:

(A) "*Hazardous Materials*" shall mean (i) any toxic substance or hazardous waste, substance or material, or any pollutant or contaminant; (ii) radon gas, asbestos in any form which is or could be friable, urea formaldehyde foam insulation, petroleum and petroleum products, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of Federal, State or local safety guidelines, whichever are more stringent; (iii) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," toxic substances, "hazardous materials," hazardous wastes, " and "hazardous medical wastes," or words of similar import under any Legal Requirement, including the Comprehensive Environment Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9061 et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et. seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.; the New York Environmental Conservation Law and (iv) any other chemical, material, gas or substance, the storage, exposure to or release of which is or may hereafter be prohibited, limited or regulated by any governmental or quasi-governmental entity having jurisdiction over the premises or the operations or activity at the Premises, or any chemical, material, gas or substance that does or may pose a hazard to the health or safety of the occupants of the Premises or the occupants of property adjacent to the Premises.

(B) "*Environmental Laws*" shall mean all Legal Requirements relating to the protection of human health or the Environment (as defined below), including: (i) all Legal Requirements relating to reporting, licensing, permitting, investigation and remediation of emissions, discharges, Releases (as defined in Section 13.1(G)) or Threats of Release (as defined in Section 13.1(I)) of Hazardous Materials, and other materials as are now or may hereafter be regulated by applicable Legal Requirements (collectively, "*Regulated Materials*") into the Environment, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Regulated Materials; and (ii) all Legal Requirements pertaining to the protection of health and safety of employees or the public.

(C) "*Environment*" shall mean soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

(D) "*Environmental Condition*" shall mean any condition with respect to the Environment on the Premises, whether or not yet discovered, which could or does result in any Environmental Damage, including any condition resulting from the operation of Tenant's business or the operation of the business of any subtenant or occupant of the Premises or any activity of operation formerly conducted by any person or entity on the Premises.

(E) "*Environmental Damage*" shall mean all claims, judgments, damages, (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise matured or unmatured, or the costs and expenses of remediation, any of which are incurred at any time as a result of (i) the existence of an Environmental Condition on, about or beneath the Premises or migrating to or from the Premises, (ii) the Release or Threat of Release of Regulated Materials into the Environment on, in, at, to or from the Premises or (iii) the actual or alleged violation or threatened violation of any Environmental Law pertaining to the Premises, regardless of whether the existence of such Hazardous Materials, the Release or Threat of Release of such Hazardous Materials or the actual or alleged violation or threatened violation of such Environmental Law arose prior to, on or after the Effective Date, and including, without limitation:

(1) damages for personal injury, disease or death or injury to property or natural resources occurring on the Premises, including lost profits, consequential damages, and the cost of demolition and rebuilding of any Improvements;

(2) diminution in the value of the Premises, and damages for the loss or restriction on the use of the Premises;

(3) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation, cleanup and remediation, including the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal, abatement, containment, closure, restoration or monitoring work; and

(4) liability to any person or entity to indemnify such person or entity for costs expended in connection with the items referred to in this Section 13.1(E).

(F) "*Legal Requirements*" shall mean every statute, law, ordinance, code, regulation, order, permit, approval, license, judgment, restriction or rule of any Federal, State, municipal or other public or quasi-public body, agency, court, department, bureau, officer or authority having jurisdiction over the Premises, Landlord or Tenant.

(G) "*Release*" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, migrating or dumping into the Environment.

(H) "*Remedial Action*" or "*Environmental Damage Mitigation*" shall mean all actions as are necessary to put the Premises in the condition required by law.

(I) "*Threat of Release*" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

Section 13.2. Indemnification for Environmental Damage by Tenant.

(A) In connection with its use and operation of the Premises, Tenant shall comply, and use commercially reasonable efforts to cause its tenants, contractors, licensees, invitees, employees and other occupants to comply, with all Environmental Laws (as defined above), including, without limitation, Environmental Laws relating or referring to the storage of petroleum products, medical and/or hazardous waste.

(B) Landlord shall be responsible for the costs and expenses of and shall indemnify and hold harmless Tenant from and against any and all Environmental Damages due to Environmental Conditions on the Premises to the extent such conditions were caused prior to the Effective Date or caused at any time by the action, omission or unreasonable failure to act of Landlord, or any prior tenant, owner or operator or any of the foregoing's tenants, subtenants, licensees, occupants, agents, representatives, contractors or visitors, which indemnity shall also include any reasonable attorney fees incurred by Tenant in enforcing the foregoing indemnification provision.

(C) Tenant shall be responsible for the costs and expenses of and shall indemnify and hold harmless Landlord from and against any and all Environmental Damages due to Environmental Conditions to the extent such conditions were caused by (i) the action of Tenant, its tenants, agents, representatives, contractors, invitees or visitors, unless such activities are solely necessary for Remedial Actions or Environmental Damage Mitigation, or (ii) unreasonable failure to act of Tenant or any subtenant, licensee, or other occupant of the Premises during the Term, which indemnity shall also include reasonable attorney's fees incurred by Landlord in enforcing the foregoing indemnification provision. Tenant's obligations to indemnify shall not apply with respect to Environmental Damages caused by actions of Landlord, parties under its control and/or its other tenants that are not direct or indirect parents or subsidiaries of Tenant. Landlord shall have the sole right, which shall be exercised reasonably, to approve the design of such Remedial Action or Environmental Damage Mitigation, which design shall be the lowest cost commercially reasonable method to comply with applicable Environmental Laws.

Section 13.3. Compliance with Environmental Laws. In connection with its use and operation of the Premises, Tenant shall comply, and cause its tenants, contractors, licensees, invitees, employees and other occupants to comply after the expiration of any applicable grace periods set forth therein, if any, with all Environmental Laws, including, without limitation, Environmental Laws relating or referring to the storage of petroleum products and medical hazardous waste.

Section 13.4. Notice of Environmental Problem. If either Landlord or Tenant receives any notice or acquires knowledge of a Release, Threat of Release or Environmental Condition or a notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other material environmental, health or safety matter affecting Tenant or the Premises (an "*Environmental Complaint*"), independently or by notice from any person or entity, including the New York State Department of Environmental Conservation ("DEC") or the United States Environmental Protection Agency ("EPA"), or any other Federal, state or local agency, then such party shall give immediate oral and written notice of same to the other party, detailing all relevant facts and circumstances.

Section 13.5. Right of Entry for Environmental Problem. Landlord shall have the right, but not the obligation, to take such actions at the Premises as Landlord shall deem necessary or advisable to investigate, clean up, remove, resolve or minimize the impact of or otherwise deal with any Hazardous Materials, Release or Threat of Release of Hazardous Materials or Environmental Complaint upon their obtaining knowledge of such matters independently or by receipt of any notice from any person or entity, including DEC and EPA.

Section 13.6. Environmental Related Events of Default. The occurrence of the following events, if they arise out of the actions or inactions of Tenant (or any tenant, licensee or other occupant of the Premises during the Term, in each case if invited, known, and permitted by and under the control of Tenant), shall constitute an Event of Default under this Lease.

(A) If DEC or EPA or any other Federal, State or local agency asserts or creates a lien upon the Premises for Environmental Damages at the Premises, the Remedial Action for which is the obligation of Tenant hereunder and such lien is not removed within thirty (30) days thereafter, or such longer period as is necessary to remove such lien provided Tenant has commenced such actions as are necessary to remove such lien and diligently prosecuting such actions to completion; or

(B) If the DEC, EPA or any other Federal, State or local agency asserts a claim against Tenant (or any tenant, licensee or other occupant of the Premises during the Term, in each case if invited, known, and permitted by and under the control of Tenant), the Premises or Landlord, for damages or cleanup costs related to a Threat of Release, Release, an Environmental Condition or an Environmental Complaint on or pertaining to the Premises, the Remedial Action for which is the obligation of Tenant hereunder, provided, however, such lien or claim shall not constitute an Event of Default if:

(1) Tenant has commenced, within one hundred twenty (120) days of the occurrence giving rise to such lien or claim and is diligently pursuing either: (a) cure or correction of the event which constitutes the basis for the lien or claim and continues diligently to pursue the injunction, restraining order or other appropriate emergency relief preventing the agency from asserting the lien or claim and, if such relief is granted, the emergency relief is not thereafter dissolved or reserved on appeal; and

(2) in either of the events set forth in this Section 13.6, Tenant, within sixty (60) days after demand, posted a bond, letter of credit or other security reasonably satisfactory in form, substance and amount to the agency or entity which constitutes the basis for the lien or claim.

Section 13.7. Hazardous Materials. During the Term, Tenant shall be solely and exclusively responsible for the storage, removal and offsite disposal of all Hazardous Materials from the buildings to be erected upon the Premises as well as from existing buildings on the Premises to the extent resulting from any alterations or modifications (including demolition and/or removal) to such buildings made by or on behalf of Tenant. Tenant shall hold Landlord harmless for any and all liability associated with the creation, maintenance, storage, removal or disposal of such Hazardous Materials during the Term. Appendix 1 contains Landlord's disclosure of any known Hazardous Materials at the Premises as of the Effective Date.

Section 13.8. Survival Clause. The provisions of this Article 13 shall survive the Lease Expiration Date or sooner termination of this Lease.

ARTICLE 14 TENANT PURCHASE OPTION; LANDLORD SALE RIGHTS

Section 14.1. Tenant Option to Purchase. On the terms and conditions set forth in this Section 14.1 and Section 14.3, Landlord and Landlord Parent (each, a "*Purchase Option Seller*"), as applicable, hereby grant to Tenant (the "*Purchase Option Purchaser*") the exclusive option exercisable anytime during the Term after the fiftieth (50th) anniversary of the Effective Date to purchase the Premises and the Improvements thereon for the sum of one hundred dollars (\$100.00) ("*Tenant's Purchase Option*"), either, at Tenant's sole discretion, (i) directly, as an asset acquisition ("*Purchase Option Asset Purchase*") or (ii) through the acquisition of Landlord Parent's rights, title and interest in and to one hundred percent (100%) (and not less than 100%) of the limited liability company membership interests of Landlord ("*Purchase Option Equity Purchase*"), representing the entire equity interest in the Landlord (the "*Interests*"); *provided*, that, prior to the consummation of the conveyance of the *Interests* to Tenant, Landlord Parent shall cause Landlord to remove, transfer, or otherwise dispose of any and all assets or properties of Landlord or its affiliates other than the Premises and the Improvements thereon (including, without limitation, any adjacent or nearby real property owned by Landlord or any of its affiliates). Any such sale will be on an "as is" "where is" basis and Landlord Parent's will provide customary representations and warranties regarding the Premises and *Interests* for such a transaction. The parties will cooperate and work together in good faith to consummate any such sale.

Section 14.2. Landlord Put Options.

(A) Landlord's 50-Year Put Option. On the terms and conditions set forth in this Section 14.2(A) and Section 14.3, Tenant ("*Put Option Purchaser*", together with the *Purchase Option Purchaser*, collectively, "*Purchasers*", each, a "*Purchaser*") hereby grants to Landlord Parent and Landlord (each, a "*Put Option Seller*", together with the *Purchase Option Seller*, collectively, "*Sellers*", each, a "*Seller*") the exclusive right exercisable any time after the fiftieth (50th) anniversary of the Effective Date, to require Tenant to purchase the Premises and the Improvements thereon for the sum of one hundred dollars (\$100.00) ("*Landlord's Put Option*"), at Tenant's sole discretion, either (i) directly, as an asset acquisition ("*Put Option Asset Purchase*") or (ii) through the acquisition of the *Interests* ("*Put Option Equity Purchase*"); *provided*, that, prior to the consummation of the conveyance of the *Interests* to Purchaser, Landlord Parent shall cause Landlord to remove, transfer, or otherwise dispose of any and all assets or properties of Landlord or its affiliates other than the Premises (including, without limitation, any adjacent or nearby real property owned by Landlord or any of its affiliates). Any such sale will be on an "as is" "where is" basis and Landlord Parent will provide customary representations and warranties regarding the Premises and *Interests* for such a transaction. The parties will cooperate and work together in good faith to consummate any such sale.

(B) Landlord's Environmental Put Option. On the terms and conditions set forth in this Section 14.2(A) and Section 14.3, following Landlord's reasonable and reasonably documented determination that the Premises will be subject to material Environmental Damage arising during the Term resulting from Tenant's use of the Premises, Landlord shall have the right and option, by delivering written notice to Tenant of its exercise thereof, for the sum of one hundred dollars (\$100.00), to cause Tenant to acquire the Premises, at Tenant's sole discretion, either, (i) directly as a Put Option Purchase or (ii) through a Put Option Equity Purchase; *provided*, that, prior to the consummation of the conveyance of the Interests to Purchaser, Landlord Parent shall cause Landlord to remove, transfer, or otherwise dispose of any and all assets or properties of Landlord or its affiliates other than the Premises (including, without limitation, any adjacent or nearby real property owned by Landlord or any of its affiliates). Any such sale will be on an "as is" "where is" basis and Landlord Parent will provide customary representations and warranties regarding the Premises and Interests for such a transaction. The parties will cooperate and work together in good faith to consummate any such sale.

Section 14.3 Closing Procedures. The closing of Tenant's Purchase Option under Section 14.1 of this Lease or Landlord's Put Option under Sections 14.2(A) or 14.2(B) of this Lease (each, a "*Closing*") shall occur at the offices of Reed Smith LLP in the New York, New York metropolitan area or other location reasonably agreed to by Tenant and Landlord and on the date that is within forty five (45) days of when such party exercised its respective option or as otherwise reasonably agreed to by Tenant and Landlord (the "*Proposed Closing Date*"), in accordance with the following provisions:

(A) Equity Closing. In the event of a Purchase Option Equity Purchase or a Put Option Equity Purchase (each, an "*Equity Purchase*", collectively, the "*Equity Purchases*"), at least ten (10) business days prior to the Proposed Closing Date, the Seller shall deliver to the Purchaser drafts of the proposed closing documents customary for transfers of Interests, including, without limitation, the proposed instrument of assignment of Interests for the closing of the respective transaction (the "*Proposed Assignment Document*"), which shall (i) grant, sell, convey, transfer and assign one hundred percent (100%) of the Interests to the Purchaser, free and clear of all liens and encumbrances thereon, with the intent that the Seller succeed to all of Purchaser's rights, titles and interests to such Interests on the Proposed Closing Date; (ii) include a representation and warranty by the Seller that it has not dealt with any brokers, finders or similar parties in connection with the Equity Purchase or resulting Closing that could entitle any such party to claim a commission, fee or other compensation in connection therewith (or, if there are any such brokers, finders or similar parties, that same have been paid in full concurrently with the Closing by the Seller); and (iii) have such other terms (if any) as are agreed to by the Seller and the Purchaser. At least five (5) business days prior to the Proposed Closing Date, Purchaser shall review the form of Proposed Assignment Document sent by the Seller and either confirm by written notice to the Seller that it meets the terms of this Section 14.3 or provide Seller with written comments and/or changes to the Proposed Assignment Document which cause it to meet the terms of this Section 14.3 (such Purchaser approved Proposed Assignment Document, being the "*Assignment Document*"). On or before 4:00 PM Eastern Standard Time on the Proposed Closing Date, the Purchaser and the Seller shall each sign and deliver to the mutually agreed upon closing agent (the "*Closing Agent*"), a counterpart original copy of the Assignment Document and any other closing documents to be held in escrow pending the completion of the Closing pursuant to this Section 14.3.A.

(B) Asset Closing. At least ten (10) business days prior to the Proposed Closing Date, Seller shall deliver to the Purchaser drafts of the proposed closing documents customary for transfers of real property in the jurisdiction where the Premises is located, including, without limitation: a special warranty deed for the Premises, a bill of sale, an assignment and assumption of the intangible property, termination of this Lease and transfer or sales tax filings, as applicable (the "*Draft Closing Documents*"). At least five (5) business days prior to the Proposed Closing Date, Purchaser shall review the form of Draft Closing Documents sent by the Seller and either confirm by written notice to the Seller that it meets the terms of this Section 14.4 or provide Seller with written comments and/or changes to the Draft Closing Documents (such Purchaser approved Draft Closing Documents, being the "*Closing Documents*"). On or before 4:00 PM Eastern Standard Time on the Proposed Closing Date, the Purchaser and the Seller shall each sign and deliver to the Closing Agent, a counterpart original copy of the applicable Closing Documents to be held in escrow pending the completion of the Closing pursuant to this Section 14.3.B.

(C) Provided the Closing Agent has received on or before the Proposed Closing Date (i) immediately available funds from Purchaser of one hundred dollars (\$100.00) with respect to the Closing and (ii) at least two fully executed and completed copies of each of the Closing Documents or Assignment Documents, as applicable, as signed by the Seller and the Purchaser, as applicable, then the Closing shall have occurred and the Closing Agent shall deliver on the same business day: (1) one hundred dollars (\$100.00) to Seller, (2) one fully executed copy of each of the Closing Documents or Assignment Document, as applicable, and (3) for an Asset Purchase, to the extent applicable, to the applicable county recording office, any recordable Closing Documents. Any transfer tax or similar taxes arising out of or in connection with the sale and transfer of the Premises pursuant to the Closing of the Asset Purchase shall be borne equally by Seller and Purchaser. Any fees and expenses payable to the holder of any third party indebtedness of the Seller which will not be paid off in full at the Closing of the Asset Purchase shall be borne solely by the Seller.

(D) Tenant and Landlord each hereby acknowledges that the agreements set forth in Sections 14.1-14.3 constitute a material portion of the consideration for Tenant and Landlord to enter into this Agreement, and as a result, in addition to all other rights and remedies available to the Tenant and Landlord under this Lease, Tenant and Landlord shall be entitled to pursue all rights and remedies available at law or in equity as a result of a breach of Section 14.1 through 14.3, inclusive, including, but not limited to, a suit for damages, an action for specific performance and/or temporary or permanent injunctive relief.

(E) In the event there occurs, during the period from and after the date the Tenant's Purchase Option notice or Landlord's Put Option notice was sent and prior to the closing, a casualty or condemnation affecting the applicable Premises that has a material adverse effect on the value or operations of the Premises, then notwithstanding the other terms of this Lease, either party shall have the right to terminate the Closing, by written notice thereof given to the other party on or prior to the Proposed Closing Date, in which event the Tenant's Purchase Option notice or Landlord's Put Option, as applicable, shall be terminated and have no further force and effect.

(F) Landlord and Tenant acknowledge and understand that the Premises are not legal lots or parcels as of the Effective Date of the Lease. In the event of an Asset Purchase or Equity Purchase under this Lease, Landlord and Tenant shall work together in good faith to obtain the requisite approvals from the appropriate municipal authorities to conduct lot split(s), re-zoning, and/or obtain variance(s) necessary for such legal lot subdivision. The costs and expenses of obtaining such legal lot subdivision shall be split evenly between Landlord and Tenant. The Closing Date shall automatically be extended to provide Landlord and Tenant with the time necessary to effectuate and record the subdivision of the Premises from the Real Property. Landlord shall grant any easements to Tenant as may be necessary for use of the Premises.

ARTICLE 15 CONSENTS AND APPROVALS

Section 15.1. Effect of Granting or Failure to Grant Approvals of Consents. All consents and approvals and requests for consents or approvals which may be required under this Lease shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this Lease, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act.

Section 15.2. Refusal to Grant Consent or Approval. If, pursuant to the terms of this Lease, any consent or approval by Landlord and/or Tenant is required, then unless expressly provided otherwise in this Lease, if the party who is to give its consent or approval shall not have notified the other party within thirty (30) days or such other period as is expressly specified in this Lease after receiving such other party's request for a consent or approval that such consent or approval is granted or denied, and if denied, the reasons therefore in reasonable detail, the party requesting such consent shall send a second notice specifically referring to this Section 15.2 and requesting the other party either grant or deny consent within ten (10) days after and if at the end of such ten (10) day period no response from the other party shall have been received such consent or approval shall be deemed granted.

Section 15.3. No Fees. Except as specifically provided herein, no fees or charges of any kind or amount shall be required by any party whose consent is required as a condition to the granting of any consent or approval which may be required under this Lease.

ARTICLE 16 ENTIRE AGREEMENT OF PARTIES

Section 16.1. Entire Agreement of Parties. This Lease, together with the Exhibits, Schedules and Appendices hereto, contain all of the promises, agreements, conditions, inducements, and understandings between Landlord and Tenant concerning the Premises, and merges and supersedes all prior negotiations, understandings and agreements relating thereto, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as expressly set forth herein or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.

Section 16.2. No Broker. No broker was involved in this transaction.

Section 16.3. Holdover. In the event the Tenant remains in possession or holdover after the expiration or the termination of this Lease, with or without the consent of the Landlord, such holdover shall be construed to be a tenancy at sufferance.

Section 16.4. Memorandum of Lease. Upon the request of Tenant, the parties agree that they shall execute a memorandum of Lease in form and substance acceptable to Landlord and Tenant, which shall be filed in the Tompkins County Clerk's Office. Such memorandum shall be executed by the parties in recordable form prior to occupancy by the Tenant. Such memorandum shall contain appropriate notice regarding the term of the Lease, the permitted use for the Premises, notice of the subordination of the Lease to Landlord's interest.

Section 16.5. Intended Tax Treatment. The parties agree that due to the parties' intent and the provisions of the Lease, including without limitation, the 80-year Term, the amount and payments of the Rent, Tenant's Purchase Option and Landlord's Put Option, the Lease will be treated as a sale of the Premises by Landlord to Tenant for U.S. federal, and applicable state and local, income tax purposes. As a result, the Landlord's receipt of the Rent hereunder shall be considered proceeds from a sale rather than as rental income. Tenant shall not take a contrary tax position to Landlord's treatment of the sales proceeds as a capital gain. The Lease, including the purchase and sale options, is intended to convey to Tenant the benefits and burdens of ownership of the Premises as of the Effective Date and to cause Tenant to be treated as the owner of the Premises and any other improvements. In turn, the Tenant will, for U.S. federal, and applicable state and local, income tax purposes, be treated as the effective tax owner of the Premises and will receive the corresponding tax benefits. More specifically, for U.S. federal (and applicable state and local) income tax purposes, the parties hereto agree that:

(A) (i) The Lease shall be treated as a taxable sale by Landlord to Tenant of the Premises on the Effective Date, (ii) as of the Effective Date, Tenant will be the income tax owner of the Premises entitled to all of the income tax benefits corresponding to such ownership and will include the Rent in its basis (as such term is defined in Section 1012 of the Internal Revenue Code of 1986, as amended (the "Code")) and, for the avoidance of doubt, Tenant will not report such amounts on Tenant's income tax returns as rental expense as described in Code Sections 162 or 212, and (iii) Landlord will include the Rent and all appropriate amounts of consideration received hereunder in its "amount realized" (as such term is defined in Code Section 1001(b)) for purposes of computing its gain or loss under Code Section 1001(a) and, for the avoidance of doubt, Landlord will not report such amounts on Landlord's income tax return as rents described in Code Section 61(a)(5).

(B) The Lease, including without limitation, the 80-year Term, the Rent payments (including the amount and timing thereof), the Tenant's Purchase Option and the Landlord's Put Option, is intended to convey to Tenant the benefits and burdens of ownership of the Premises and to cause Tenant to be treated as the owner for U.S. federal, and applicable state and local, income tax purposes of the Premises, the Buildings and any other Improvements.

(C) The Rent paid by Tenant to Landlord shall be treated as the payment of purchase price for the Premises as of the Effective Date.

(D) Any Additional Rent paid by Tenant shall be treated as the reimbursement of expenses Landlord has advanced on behalf of Tenant in Tenant's capacity as the income tax owner of the Premises (collectively, clauses (A) through (D), the "*Intended Tax Treatment*").

Each party hereto shall (and shall cause its respective subsidiaries and affiliates to) file all tax returns in a manner consistent with the Intended Tax Treatment and none of the parties hereto (nor their respective subsidiaries or affiliates) will take any position inconsistent with the Intended Tax Treatment for U.S. federal (and applicable state and local) income Tax purposes, unless otherwise required by "determination" within the meaning of Section 1313(a)(1) of the Internal Revenue Code of 1986, as amended (or any similar or corresponding provision of state or local Legal Requirement). Each party hereto agrees to use commercially reasonable efforts to promptly notify the other party hereto of any challenge to the Intended Tax Treatment by any governmental authority and, at the request of a party subject to the challenge, to cooperate fully therewith (without an obligation to incur material cost in connection with such cooperation) in defending such treatment.

Section 16.6. Transfer Taxes. Landlord and Tenant shall be equally responsible for and pay on a fifty / fifty (50/50) basis state and local excise, sales, transfer, real property transfer, controlling interest transfer, stamp, documentary, registration, use, filing, conveyance, recording or other similar taxes or fees, and costs or expenses of preparing and filing any related tax returns resulting from the transactions contemplated by this Lease ("*Transfer Taxes*"). Landlord shall prepare and file, or cause to be prepared and filed, all related tax returns related to Transfer Taxes. Landlord and Tenant shall agree, upon request, to cooperate in good faith to obtain any certificate or other document from any governmental authority or any other person as may be necessary to mitigate, reduce or eliminate any Transfer Tax that could be imposed in connection with the transactions contemplated herein.

[No further text on this page; Signature page follows]

IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant as of the date first above written.

LANDLORD:

CAYUGA OPERATING COMPANY LLC

By: /s/ Paul B. Prager

Name: Paul B. Prager

Title: President

[Signature Page – Lease Agreement]

TENANT:

LAKE HAWKEYE LLC

By: /s/ Nazar Khan

Name: Nazar Khan

Title: Chief Technology Officer

[Signature Page – Lease Agreement]

Solely for the purposes of Sections 2.1, 14.1, 14.2, and 14.3,

LANDLORD PARENT:

RIESLING POWER LLC

By: /s/ Paul B. Prager

Name: Paul B. Prager

Title: President

[Signature Page – Lease Agreement]

EXHIBIT A

The Premises



A-1

EXHIBIT B

Legal Description of the Premises

Appendix 1

Disclosure

See disclosures in the Ideals Virtual Data Room to which Tenant has been provided access (the “*VDR*”). Tenant is advised that asbestos-containing materials (ACMs) may be present in certain components of the Premises. Landlord has not conducted any recent asbestos inspection or abatement, and makes no representation as to the condition of any ACMs, except as may be disclosed in the VDR. Tenant acknowledges receipt of any reports or records in the VDR pertaining to the presence, location, and condition of ACMs, if applicable. Tenant agrees to notify Landlord of any planned work that may involve disturbance of building materials and shall comply with applicable law in conducting any such work. Landlord makes no representation or warranty in the Lease as to the absence or presence of lead-based paint or lead hazards at the Premises. Landlord has provided Tenant in the VDR any lead inspection reports in Landlord's possession. Tenant agrees that it is responsible for determining whether its use of the Premises triggers any federal, state, or local lead disclosure or remediation obligations and shall comply with all such requirements at its sole cost.

16 December 2025

Karen Edelstein
397 Salmon Creek Road
Lansing, NY 14882

To the Lansing Zoning Board of Appeals,

Regretfully, I cannot attend this important meeting tonight, so I am submitting these comments in writing.

I urge the ZBA to adhere to a strict interpretation of the Lansing Zoning Code, not to bend an interpretation of clearly defined terminology to benefit a limited cohort of cash- and acreage-rich landowners in our Town. To do so undermines the clarity of definitions as was agreed to when the Code was first adopted, and would reek of exceptionalism and preferential treatment to a single applicant.

A data center is no more a “scientific research facility” than an auto parts store is a repair shop. Yes, the equipment is there, but the output of the work being done by the operators/researchers is located elsewhere, using the products of the activity occurring therein. Is an active power plant a “scientific research facility”? No. Its purpose is to combust energy and supply power. Any analysis that occurs there—while it may happen by energy analysts—is a separate business, and occurs, at best, as an ancillary activity.

Similarly, a data center can not be legitimately considered a warehouse. Warehouses are storage facilities for tangible items. Warehouses house static operations, not actively whirring machines. One cannot realistically, and in good faith, call any large building a “warehouse” simply because the physical structure looks like a warehouse from the outside. Doing so undermines the very purpose of zoning to begin with. Zoning looks at both the form and the purpose. Cherry-picking components to fit a round peg of a data center into the square hole of a warehouse corrupts the purpose of having zoning to begin with, and, in doing so, sets a dangerous precedent for future opportunism and word play by other powerful corporations that wish to exploit the weaknesses in our current zoning codes in Lansing.

I urge you to not proceed with the poorly argued suggestion that tries to reframe the proposed data center as either a scientific research facility OR a warehouse.

Sincerely,



Karen Edelstein

12/16/25 Comments for Public Hearing on **Scientific Research Laboratory** category for Cayuga Operating Company LLC (Landlord) and Riesling Power LLC (Landlord Parent) and their tenant Lake Hawkeye LLC, a wholly owned subsidiary of TeraWulf Inc., a computer application company.

My name is Gay Nicholson and I have been a resident and taxpayer in the Town of Lansing for 46 years, contributing thousands of community volunteer hours over the decades.

I am here to ask that the Zoning Board of Appeals support the Town of Lansing's Code Enforcement Officer's determination that the proposed use by tenant Lake Hawkeye does not meet the definition of scientific research laboratory and is not an allowed use in the Industrial/Research zone.

In the 80-year lease agreement between Cayuga Operating and Lake Hawkeye, the stated use by Tenant is described in Section 3.1 as:

Exclusive Use of the Premises. It is understood and agreed that the Tenant may operate and/or construct or cause to be operated and/or constructed upon the Premises one or more buildings and/or ancillary structures (collectively, the "*Buildings*"). Tenant acknowledges that the *Buildings* will be used as one or more cryptocurrency mining facility and/or a high-performance computing (HPC) data center, each with ancillary services reasonably related thereto (the "*Use*").

Cryptocurrency mining is an allowed use according to the lease agreement for this site. Running massive racks of computer equipment to solve math puzzles to generate Bitcoin for the owners and operators is in no way scientific or research of any kind.

Furthermore, Cayuga Operating Company, the Landlord, and Riesling Power LLC, the Landlord Parent, cannot guarantee that their Tenant, Lake Hawkeye, over the 80-year lease term will solely engage in artificial intelligence scientific research for their private profit on the entire 183-acre site. After all, TeraWulf plans to rent out their buildings to multiple clients such as the UAE, Google, and others for commercial use. Even if the occasional subtenant does some AI based research for public use or private profit, there is no way to guarantee that other commercial activities that have no research component at all would never take place over the coming decades. Therefore, the project cannot be classified as a scientific research laboratory in the Industrial/Research zone.

December 16, 2025

Hello my name is Robert Rieger. I've been a Lansing resident for 26 years.

First, I wish to thank the ZBA members for your community service.

I am here tonight to express my support for the Code Enforcement Officer's determination on Cayuga Data Campus application for operating rights in the IR district. The Cayuga Data Campus should not be classified as "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

I have worked for nearly all of my professional life in the software and software services business. Terawulf is providing what most in our industry would classify in broad terms as a hosted services environment.

Their own description on the E*TRADE trading platform says: "[Terawulf's] purpose-built infrastructure provides HPC [high-performance computing] hosting and colocation services for GPU-based workloads, artificial intelligence, machine learning, and cloud computing applications." That's not a scientific research laboratory.

I ask you: Can a hardware store claim to be a research lab because sometimes scientists put laboratory stuff in a wheelbarrow that the hardware store sold them? Or can an auto mechanic who works on a scientist's vehicle claim to be operating a science lab? That's the logic you're being asked to accept. *

Members of the ZBA should not allow Terawulf to twist the story to try to fit the narrative of conducting scientific research. Once the service is rented, they will have little to no influence or involvement on what the hosted services in these facilities will be used for.

Thank you.

* Specific to Kerry Langlais' presentation tonight,
No one disputes that modern science is changing
and that much science is now conducted via simulation
on High Performance Computers.

What's difficult to hear is that Terawulf considers
itself as operating a Scientific Research Laboratory
simply because you are hosting those computers.

December 16, 2025

(2)

Hello my name is Robert Rieger. I've been a Lansing resident for 26 years.

Again, I wish to thank the ZBA members for your community service.

I am here to support the Code Enforcement Officer's determination on the TeraWulf's application. I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."

A key word here is "goods."

In its appeal of the Officer's determination, Terawulf cites NY law which calls for plain language interpretations. The applicant says, "Undefined terms should be given their ordinary meaning." I couldn't agree more. The word "goods" is undefined in the town's codes. We need to rely on plain language and ordinary meaning.

Looking at their own press release announcing this project, here's how Terawulf describes their company:

"...owner and operator of vertically integrated, next-generation digital infrastructure..."

That doesn't sound like goods.

"...a destination of choice for enterprise and hyperscale customers seeking low-cost, next-generation compute infrastructure."

Where are the goods?

"...industrial-scale data center infrastructure in the United States, purpose-built for high-performance computing (HPC) hosting and bitcoin mining."

Again, show me the goods.

We're all rationale adults. Terawulf does not process or warehouse goods. The company is a services provider. Their customers lease hosted services space from them.

The town should be required, as stated by the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals," to attempt to determine the governing board's original intent of the phrase "Warehouse, storage or wholesaling of nonagricultural goods or materials"

I think we will all see that the original intent was not a data center with extremely high energy needs, potential for disturbing noise, and excessive use of water.

As you are surely aware, section 270-8 of the town code says: "Any land use not specifically permitted under this chapter shall be disallowed use unless a use variance therefore shall be properly obtained."

As the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a warehouse.

Please uphold the decisions made by the Code Enforcement Officer and do not grant these appeals. Thank you.

NOTES FROM ROGER VAN DEPEEL - ZBA MEMBER RE= CAYUGA DATA CAMPUS - APPLIES TO ~~RE~~ APPEAL #2

The following are my findings and interpretations which I am sharing with ZBA board members applicable to: 228 Cayuga Drive - Cayuga Data Campus (Datacenter), Site Plan Application – Revision 0, 10/29/25

Permitted Uses - (I/R):

Town Chapter 270, Schedule 1 – Schedule of land uses or activities Permitted for I/R Industrial/Research – (Allowed Uses)

- 'Warehouse, Storage or wholesaling of non-agricultural goods or materials'.
- 'General Processing'.
- 'Scientific Research Laboratory'.

Town Chapter 270-3 'Definitions' does not include: 'Warehouse', 'Storage', 'General Processing' or 'Scientific Research Laboratory'. (only 'Laboratory' is defined: "A building or group of buildings within which are located facilities for research, investigation, testing or experimentation.....").

Proposed project - Terms and Definitions from Google Knowledge Internet Search:

- "Warehouse": "A building used to store goods".
- "Storage": "Storing something for future use".
- "General Processing": "Broad tasks performed by a Central Processing Unit, Data handling (Collecting, Sorting, Analyzing) for applications like the internet". **Data Centers are designed to perform data processing which includes 'General Processing' tasks alongside more specialized ones".**
- "Datacenter": "A physical facility housing IT infrastructure (servers, storage, networks) to run business applications, store, process and share data and provide digital services".
- "Data": "Facts or statistics collected together for reference or analysis". Data is considered an intangible good or asset".
- "HPC": "High Performance Computing' Research Facility", specifically designed to process and store massive amounts of data, 3 components: Compute, Network, Storage (on data servers).

Proposed project - Terms and Definitions from 3 Dictionary sources:

Merriam-Webster:

- Warehouse: “A structure or room for storage”.
- Storage: The safekeeping of goods – warehouse”.
- General: “Affecting the whole”.
- Processing: “To take in and use as information – process data”.
- Data: “Information in digital form that can be transmitted or processed”.
- Center: “A facility providing a place for a particular activity”.

Dictionary.com:

- Warehouse: “A building for the storage of goods”.
- Storage: “Capacity or space for storing (Memory)”.
- General: “Not limited to one product”.
- Processing: “The act of carrying out operations on data or programs”.
- Datacenter: “A facility equipped with computers used for processing or transmitting data”.
- Data: “Information in digital format” – Related word = “Goods” (Intangible).

Wikipedia:

- Warehouse: “A building for storing goods, storage facility (Data Warehouse)”.
- Storage: “A commercial building for storage of goods”.
- General Processing: “General Purpose Data Processing – the modification (processing) of information in any manner detectable by an observer”.
- Datacenter: “A facility used to house computer systems and associated components such as telecommunications and storage systems”.
- Data: “Collection of values that convey information” (Intangible good).

APPEAL #1

QUESTION FOR TERAWULF:

- EXHIBIT 1 - TERAWULF ZONING DETERMINATION 2025-1022:

"EACH OF THESE ACTIVITIES CONSTITUTE/ "RESEARCH" WITHIN THE MEANING OF 270-3 AS FURTHER SUPPORTED BY A LETTER FROM AN EXISTING RESEARCH TENANT AT A COMPARABLE TERAWULF FACILITY (EXHIBIT 2), THE INFRASTRUCTURE IS USED EXCLUSIVELY FOR DEDICATED RESEARCH COMPUTING, INCLUDING MODEL TRAINING, SCIENTIFIC SIMULATION, AND DATA-DRIVEN EXPERIMENTATION"

- FLUID STACK LETTER:

"THE INFRASTRUCTURE IS USED EXCLUSIVELY FOR DEDICATED RESEARCH COMPUTE AND IS NOT OPERATED AS A PUBLIC OR RETAIL COLOCATION PLATFORM"

- SHORT ENVIRONMENTAL ASSESSMENT FORM:

BRIEF DESCRIPTION OF PROPOSED ACTION:

"... OF ADVANCED DATA CENTER(S) TO SUPPORT ADVANCED TRAINING AND WORKLOAD(S) FOR COMPUTING OF SCIENTIFIC RESEARCH AMONG OTHER THINGS"

QUESTION → IS THIS FACILITY'S USE EXCLUSIVE TO SCIENTIFIC RESEARCH OR ARE "OTHER THINGS" INCLUDED?

Oppose Appeal for distinction as Warehouse/Storage of non-agricultural goods

December 16, 2025

Hello my name is ___ and I am here to support the Code Enforcement Officer's determination on the Cayuga Data Campus application and to point out my concerns with their appeals. I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."

Cayuga Data Campus pretending to be just a "warehouse or storage of non-agricultural goods" is ludicrous. The Code Enforcement Officer provided definitions from NYS Building Codes and the dictionary:

Data Center: a room or building, or proportions thereof, used to house information technology equipment (ITE) and serving total ITE load greater than 10kW and 20 kW/ft² (215 W/m²) of conditioned floor area.

Warehouse: a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as:

Agriculture or mining

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Cayuga Data Campus cited Merriam-Webster for their definition of "data center" but when I searched "Data center" in Merriam-Webster online dictionary no results were found.

Unfortunately, the word "goods" is undefined in the town's codes. It is my belief that if TeraWulf had not wrongly asserted that the moratorium was targeted at their development and then campaigned against the moratorium, with mention of litigation if the moratorium passed, then the town might have had a chance to update their wording and add some definitions that were missing.

The town should be required, as stated by the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals," to attempt to determine the governing board's original intent of the phrase "Warehouse, storage or wholesaling of nonagricultural goods or materials" in enacting the provision in question. I think we will all see that the original intent was not an energy-sucking data center. Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained..."

Please uphold the decisions made by the Code Enforcement Officer and do not grant these appeals.

Thank you.

Oppose Appeal for distinction as Warehouse/Storage of non-agricultural goods

December 16, 2025

Hello my name is ___ and I am here to support the Code Enforcement Officer's determination regarding Cayuga Data Campus as "Warehouse/ Storage on non-agricultural goods." I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as:

Agriculture or mining

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of the State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 Mega Watt data campus for artificial intelligence is a far reach from a warehouse. Please, uphold the decision made by the Code Enforcement Officer.

Thank you.

Oppose Appeal for distinction as Warehouse/Storage of non-agricultural goods

December 16, 2025

Hello I am here to support the Code Enforcement Officer's interpretation of the Code which does not allow Cayuga Data Campus to operate as "warehouse/ storage of non-agricultural goods." The CEO's conclusion is that TeraWulf's data center is not permitted. It's not defined by the town code, and therefore not allowed (§270-8). TeraWulf's submission for a "general processing and data warehouse" or "modern research technology campus" from their site plan application from October 29th is not consistent with their September 9th application.

The multiple references in the October 29th application calling out the structures as "data centers" contradicts the "General Processing and Data Warehouse" use. The information provided on TeraWulf's website is also contradictory to the use.

In addition, the Industrial/Research District specifically allows light manufacturing, fabrication, assembly, or research. A 138MW facility (with plans to expand to 400MW) does not match this criteria.

The Zoning Board of Appeals must determine what the original intent of "light manufacturing, fabrication, assembly, or research," "general processing," and "goods" was meant to be when zoning was written in 2003. We cannot allow TeraWulf to manipulate the definitions to make their data center fit in with our codes.

Oppose Appeal for distinction as Scientific research laboratory

December 16, 2025

Hello, my name is ___ and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with Cayuga Data Campus's appeals. I am against the Cayuga Data Campus being classified as "Scientific Research Laboratory."

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." TeraWulf has never cited themselves as being a scientific research laboratory before this moment. In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." How, then, can they claim to be a scientific research laboratory?

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question."

In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and not allow Cayuga Data Campus to manipulate the definitions to make their data center fit in with Lansing's codes.

Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained..."

Thank you for your time.

Oppose Appeal for distinction as Scientific research laboratory

December 16, 2025

Hello my name is _____. I would like to express my support for the Code Enforcement Officer's determination on Cayuga Data Campus application for operating rights in the IR district. I am against the Cayuga Data Campus being classified as "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." Kerri Langlais, TeraWulf CSO, is on video saying at an open house that they are "an energy infrastructure company, not a technology company."

You, as members of the zoning board of appeals, should not allow them to twist the story to try to fit the narrative of conducting research when in fact, they have no influence on what their GPUs in these facilities will be used for. They are plainly an energy company providing space for GPUs and renting them to the highest bidder- "the Googles of the world" in Kerri's words- to make a profit. They should not be allowed to pose as a scientific research laboratory.

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." I am calling on you all to determine the original intent of the phrase "scientific research laboratory" and to hold Cayuga Data Campus to that intent.

Thank you for your time.

Oppose Appeal for distinction as Scientific research laboratory

December 16, 2025

Hello my name is ___ and I am commenting to support the Code Enforcement Officer's interpretation on the Cayuga data center's appeal claiming to be a scientific research laboratory. According to the town code "laboratory" is defined as "A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." It could be argued that because TeraWulf is selling their GPU processing power, that could be considered to be a "product" they are selling. This appears to be the first time TeraWulf is positioning themselves as a scientific research laboratory, seemingly for the purposes of manipulating the code interpretation in their favor. TeraWulf CSO Kerri Langlais admitted at an open house that they are an energy infrastructure company, not a technology company, so they should not be able to now claim that they are doing research in their facilities.

To: Lansing Zoning Board of Appeals

From: Brennen Feint (Village of Lansing resident, 14 years; current homeowner Town of Lansing, 2 years)

I urge you to uphold the original decision regarding Terawulf's plans for the former Milliken Power Station. As Terawulf's intended operations do not plainly align with the definitions of permitted uses under the zoning code, the appeals have no merit. Terawulf is essentially asking for us to pretend that Lansing's zoning code was written to expressly permit their intended use, which is obviously untrue.

I say that this is "obviously" untrue because of the nature of the zoning code. It is not written as a "forbidden" list, because it cannot predict every possible request that may arise in the future. Instead, it is a "permitted" list, only allowing specific uses that are known and predictable.

To illustrate how Terawulf's current appeal request equates to asking Lansing to "play pretend," let us imagine that there is a group of vampires who have purchased one of our local cemeteries: Upon purchase, they assure us that the cemetery will continue to operate as a cemetery, but then, after some time, they reveal that they would like to move into the "coffin emptying" business to create sun protection chambers for vampires. This is an unprecedented and unpredictable new operation! Per the zoning code, "coffin emptying" operations are not explicitly defined and permitted, so the cemetery's repurposing is rightfully denied. The vampires now ask the Zoning Board of Appeals to pretend that the definition of "apartments" includes "coffins," and that the definition of "restaurant" includes "crypts to feed on humans." This is obviously untrue; it is impossible that the code was written with the intention of including this type of operation. And now we must ask: How could the operation be a cemetery, an apartment complex, and a restaurant—all three at once?

Terawulf's appeals are an extension of a long history of behavior that doesn't inspire trust, nor demonstrate good will toward our community. They publicly claimed that they would contribute to our energy grid when their subsidiary bought the facility, but now want to draw a massive amount of power from the area. They have intimidated our Town Board with threats of legal action, claiming to know what's best for our area. They are now purporting to be three different types of businesses at the same time—which obviously cannot be true—hoping that one of them will stick. Why should we entertain arguments so apparently made in bad faith?

Thank you for your work in safeguarding Lansing through the reasonable application of zoning code.



Brennen Feint

12/16/2025

Yayoi Koizumi
December 16, 2025

Chair Jack Young and Members
Town of Lansing Zoning Board of Appeals

Re: Written comment for the December 16 public hearings - TeraWulf appeals (Scientific Research Laboratory; and General Processing and/or Warehouse/Storage of non-agricultural goods/materials)

My name is Yayoi Koizumi. I am the founder of Zero Waste Ithaca (ZWI), a Tompkins County-based grassroots organization. I am writing to submit this statement for the record of the two public hearings on TeraWulf's appeals on behalf of our organization. I understand the Board is limiting comments to the zoning code interpretation and the original intent of the Town Code. I am confining my comment to that scope.

We strongly support the Code Enforcement Officer's determinations and I urge the ZBA to uphold them and deny both appeals.

First hearing: "Scientific Research Laboratory" appeal

TeraWulf is asking the ZBA to interpret Lansing's zoning code so that an AI data center can be treated as a "Scientific research laboratory." That is not a reasonable interpretation of the code as written.

The Town Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

A data center is a distinct land use. It is not a laboratory simply because some end users may use computing power for research. The core activity of a data center is hosting, operating, and monetizing computing infrastructure. Interpreting "scientific research laboratory" to include a commercial AI data center would stretch the term beyond ordinary meaning and beyond what the Town Code was written to regulate.

Second hearing: "General Processing" and/or "Warehouse/Storage of non-agricultural goods or materials" appeal

TeraWulf is also asking the ZBA to fit the same proposed AI data center into "General processing" and/or "Warehouse, storage or wholesaling of nonagricultural goods or materials." This is also an overreach.

A warehouse is, in plain language, a structure for storage of goods or commodities. "General processing" in the Industrial/Research context is paired with "light manufacturing and assembly," which points to physical processing and production activities. An AI data center is not a warehouse for goods, and it is not "general processing" in the sense contemplated by a zoning code written in 2003. Trying to force a data center into these categories is exactly the kind of definition-stretching that undermines the integrity of a zoning ordinance.

Most importantly, the Town Code is explicit: "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained" (§270-8). If a data center is not specifically permitted, it is not permitted. The remedy is not to rewrite the code by interpretation. If an applicant believes a new land use should be allowed, the lawful path is to seek a use variance (if applicable) or pursue legislative change through the Town Board.

Original intent and precedent

Where there are no prior decisions to rely on, the ZBA is expected to determine the governing board's original intent in enacting the provision in question, using records such as minutes, testimony, and planning documents. This matters here because your interpretation will not only decide this project, it can set a precedent for future interpretations in the Industrial Research district.

We respectfully ask the ZBA to apply common sense and restraint, uphold the Code Enforcement Officer's determinations, and deny both of TeraWulf's appeals.

Thank you for your service and for taking the responsibility of code interpretation seriously.

Kerry Anne Buckman

Hi everyone. I'm Kerry Anne and I'm here to share why I think the ZBA should reject TeraWulf's appeal to be a scientific laboratory.

First, as we see in the definition of "Laboratory" from the town code, it specifically mentions "but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." TeraWulf's main purpose as described by them, is to provide energy infrastructure, and then they make their money by renting the space to customers. They are selling their product, the access to energy and square footage to store their GPUs. Selling as a non- incidental, or not as the main purpose, is explicitly prohibited. This makes TeraWulf's a distinct and separate use from "laboratory" as defined in town code.

I'd also like to point out that nothing is holding TeraWulf to supporting strictly research, majority research, or any research tasks at all at their data center. The note they submitted from Fluidstack means little to nothing because they aren't going to be the only tenants of the facility, the partnership could end early, and they aren't guaranteed to be a tenant for the entirety of the lease either way with the length of the current partnership agreement.

TeraWulf also quoted a Merriam-Webster definition for data center that does not exist in their dictionary, which should be a concern for the accuracy of their appeals in general.

Lastly, TeraWulf has no references to it's data centers relating to research anywhere on their website, or at least no references within the highly visible pages in their website header, such as their about page or WULF compute project overview page. It's also not referenced in their press release about this data center. This is because their AI Data Center is not a research facility or laboratory.

This is not the right fit for the Laboratory use of the IR district, and not the right fit for any of the permitted uses. Please reject this appeal and its baseless attempts to squeeze into a definition that it does not match. Thank you for your time.

I am here to show support for the Code Enforcement Officers interpretation and to urge the ZBA to reject TeraWulf's appeal to have their AI Data Center be classified as a Warehouse.

It is clear the intention of the zoning was not to allow a 400MW facility into the IR district. That is by no common definition something that fits within "light power generation/utilities" which is part of the documented intention of the IR district. TeraWulf themselves call the Cayuga site "large-scale" on the section of the website describing the site on Cayuga Lake. A contrasting description to what they attempt to fit into zoning-wise.

TeraWulf uses language across their site plans and website that contradicts that it's a warehouse. To widen the definition of warehouse to allow this data center would have implications for future projects in Lansing and be an injustice to the 2003 zoning intentions. We should be looking out for Lansing's future and make sure that the decisions made tonight have that in mind. If a data center were to come into Lansing, it should be the right way. Not forcing a square peg into a round hole.

Please reject this unfounded appeal. Thank you for your time.

Allison DeSario

Hello, my name is Allison and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with Cayuga Data Campus's appeals. I am against the Cayuga Data Campus being classified as "Scientific Research Laboratory."

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." TeraWulf has never cited themselves as being a scientific research laboratory before this moment. In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." How, then, can they claim to be a scientific research laboratory?

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question."

In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and not allow Cayuga Data Campus to manipulate the definitions to make their data center fit in with Lansing's codes.

Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained..."

Thank you for your time.

Hello my name is Allison and I am here to support the Code Enforcement Officer's determination regarding Cayuga Data Campus as "Warehouse/ Storage on non-agricultural goods." I am against the Cayuga Data Campus being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as:

Agriculture or mining

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of the State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 Mega Watt data campus for artificial intelligence is a far reach from a warehouse.

Please, uphold the decision made by the Code Enforcement Officer. Thank you.

Seth Lutter

12/16/2025

To Mr. Jack Young and the Lansing Town Zoning Board of Appeals,

My name is Seth Lutter, I am an environmental scientist at a nearby university. I am

representing myself. I am writing in support of Code Enforcement Officer Scott Russell's finding that a data center is not a permitted use under the Town of Lansing Zoning Code. I have reviewed Terawulf's submitted appeals materials and wish to submit public comment to the Board related to those materials.

In Terawulf's original site plan application, they include 60 pictures of trees on the property and more than 130 pages of wetland delineation forms. When required to provide material evidence in support of their planned development, they appear able and willing to do so. Yet, when describing the research which Terawulf now claim is a "principal use" of their datacenter facilities, they have only provided a one-page letter from Fluidstack, a single tenant company of their Lake Mariner facility. The one-page letter included no additional supporting evidence that I could find, and no ability to independently verify the claim. In January 2025, Terawulf signed a ten-year datacenter lease agreement with Core42, a subsidiary of Abu Dhabi-based tech group G42, to deliver 70MW of data center infrastructure at the Lake Mariner facility. That would make Core42 one of their primary tenants. However, there is no support letter or documentation accompanying Terawulf's appeals materials related to Core 42's supposed research. I am lead to believe this indicates that 'research' is not Core 42's primary use of the Lake Mariner data center facility.

I work at a research institute. If we needed to provide evidence of the research we conduct and fund, we could easily provide thousands of pages of documentation. We could reference names of researchers we work with, provide project reports, and links to peer reviewed scientific publications. Despite operating the Somerset facility for years, Terawulf has provided no such documentation to describe the research they claim their tenants conduct there.

Terawulf is appealing to this Board on the basis that they know exactly what their computing power will be used for- primarily and almost exclusively for research. However, recent public statements by Terawulf contradict their own position. Terawulf CEO Paul Prager stated at a Lansing information session that he has "no idea" what their partner G42 does with data. Further, at another Lansing information session, Kerri Langlais stated that "We don't own the GPUs.. our partner.. brings their equipment, and run their models that are done for a variety of things". These statements indicate that Terawulf either has no knowledge or no control over the use of their own facilities. In the

absence of additional evidence, I question the veracity of Terawulf's claim that their computing power is primarily used for research.

Is it possible for an outside regulator or code enforcement officer to verify whether a datacenter's computing capacity is being used for 'research' versus other purposes? This technology is extremely new, and state or federal regulations are limited or non-existent. AI is an extremely volatile market- Terawulf stock has actually plummeted by over 22% over the past week. In a year, the most profitable use of Terawulf computing power could very well be for producing output, rather than for 'research'. A datacenter facility being used for scientific research would outwardly look identical to a facility being used for other purposes, such as the creation of AI products and output for sale.

Research is undoubtably one possible use of a high-powered computer. That alone does not make the building housing computers a research laboratory. This room contains several scientists, wireless internet, and computers that could be used for conducting research. This room is not a research laboratory. Research could be conducted at a school, or at a grocery store, or at a prison. None of these types of development would be accurately or legally called a "research laboratory", and the Town zoning codes reflect that.

I request that the Zoning Board of Appeals determine what the original intent of the phrase "scientific research laboratory" was meant to be in 2003, rather than allow an applicant to manipulate definitions to fit within Lansing's codes.

Thank you for your consideration of my comments today.

To Mr. Jack Young and the Lansing Town Zoning Board of Appeals,

My name is Seth Lutter, I am an environmental scientist at a nearby university. I am representing myself. I am writing in support of Code Enforcement Officer Scott Russell's finding that a data center is not a permitted use under the Town of Lansing Zoning Code. I have reviewed Terawulf's submitted appeals materials and wish to submit public comment to the Board related to those materials.

A warehouse is not a building or set of buildings that use more electricity than Tompkins County. When the Town Zoning language was written and adopted in 2003, it would not be plausible for a warehouse to use more than 138 MW of power. If a building or set of buildings did use more electricity than the entirety of Tompkins County, it would be called and zoned as something else. Specifically, it would be named a data center and zoned as a data center.

Thank you for your time!

Best,
Seth Lutter

To the members of the Lansing Board of Appeals,

As the saying goes, "JUST SAY NO" to the TerraWulf AI Data Center; please DO NOT allow this environmentally dangerous corporate polluter to define/damage/destroy your community.

Thank you for your careful consideration in regard to this issue.

Respectfully submitted,

Carolyn McAllister

Claire Thompson

Scientific Research Laboratory

Hi, my name is Claire Thompson, I live in Tompkins County and I am here today to support the Code Enforcement Officer's interpretation that the TerraWulf Cayuga Campus is not eligible to be classified as a Scientific Research Laboratory. It is vital to no only the health of our lake, which is the heartbeat and centerpiece of life, not only for Lansing Residents, or Tompkins County Residents, but for health of our local governing bodies. It is vital now to take a staunch stance that we will not be lied to, or have our local values and resources bastardized in this way for the gain of out town big business.

"General Processing" and/or "Warehouse / Storage of non-agricultural goods."

Hi, my name is Claire Thompson, I live in Tompkins County and I am here today to support the Code Enforcement Officer's interpretation that the TerraWulf Cayuga Campus is not eligible to be classified as a "General Processing" and/or "Warehouse / Storage of non-agricultural goods." It is vital to no only the health of our lake, which is the heartbeat and centerpiece of life, not only for Lansing Residents, or Tompkins County Residents, but for health of our local governing bodies. It is vital now to take a staunch stance that we will not be lied to, or have our local values and resources bastardized in this way for the gain of out town big business.

Winton Buddington

I am a property owner in the fingerlakes and wish to express my support for the Zoning Board to no approve TeraWulfs appeal to be considered a "Scientific Laboratory". As written in the zoning code, a

laboratory is " a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purposes of the laboratory." TeraWulf's CEO has stated he "has not idea" what companies do with the data they get while renting facility space from TeraWulf. The fact that TeraWulf rents data storage space to other companies should in and of itself be enough rational to not approve TeraWulf as a Scientific Laboratory. TeraWulf has further defined itself as an energy infrastructure company not a technology company or a Scientific Laboratory.

In the case of this large-scale data center posing as something it is not, I request that the Zoning Board maintain the original intent of the phrase "scientific research laboratory" and not allow TeraWulf to manipulate the definition from its original intent. Thus, the data center should not be allowed as it is clearly a distinct use that is different from a laboratory.

Lansing Zoning Board of Appeals – Public Hearing Comment

December 16, 2025

Abi Buddington

Hello my name is Abi Buddington and I am writing to support the Code Enforcement Officer's determination regarding TeraWulf's AI Data Center as "Warehouse/ Storage on non-agricultural goods." I am against TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as -

Agriculture

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of the State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 MW data campus for artificial intelligence (AI) is a far reach from a warehouse.

Please, uphold this decision made by the Code Enforcement Officer.

Additionally, I would like to express my support for the Code Enforcement Officer's determination on TeraWulf's application for operating rights in the IR district. I am against TeraWulf's Hyperscale AI Data Center being classified as "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." Kerri Langlais, TeraWulf CSO, is on video saying at a recent open house that they are "an energy infrastructure company, not a technology company."

You, as members of the zoning board of appeals, should not allow them to twist the story to try to fit the narrative of conducting research when in fact, they have no influence on what their GPUs in these facilities will be used for. They are plainly an energy company providing space for GPUs and renting them to the highest bidder- "the Googles of the world" in Kerri's words- to make a profit. They should not be allowed to pose as a scientific research laboratory.

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." I am calling on you all to determine the original intent of the phrase "scientific research laboratory" and to hold TeraWulf's Hyperscale AI Data Center to that intent.

I deeply appreciate your dedication to this community.

Thank you for your time.

Anthony Rivers

Hello, I am Anthony Rivers and I am here to support the Code Enforcement Officer's interpretation of the Code which does not allow TeraWulf's AI Data Center to operate as a "warehouse/storage of non-agricultural goods." The CEO's conclusion is that TeraWulf's data center is not permitted. It's not defined by the town code, and therefore not allowed (§270-8). TeraWulf's submission for a "general processing and data warehouse" or "modern research technology campus" from their site plan application from October 29th is not consistent with their September 9th application.

The multiple references in the October 29th application calling out the structures as "data centers" contradicts the "General Processing and Data Warehouse" use. The information provided on TeraWulf's website is also contradictory to the use.

In addition, the Industrial/Research District specifically allows light manufacturing, fabrication, assembly, or research. A 138MW facility (with plans to expand to 400MW) does not match this criteria.

The Zoning Board of Appeals must determine what the original intent of "light manufacturing, fabrication, assembly, or research," "general processing," and "goods" was meant to be when zoning was written in 2003. We cannot allow TeraWulf to manipulate the definitions to make their data center fit in with our codes. We must recognize that the 2003 town code did not intend this type of development. Thank you.

Hello, my name is Anthony Rivers and I am here to support the Code Enforcement Officer's decisions, to support you as members of the zoning board of appeals to uphold those decisions, and to highlight some concerns I have with TeraWulf's appeals. I am against TeraWulf's AI Data Center being classified as "Scientific Research Laboratory."

A Scientific Research Laboratory and a Data Center are two different things. As written in the Zoning Code a laboratory is "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

TeraWulf has never cited themselves as being a scientific research laboratory before this zoning approval process. In fact, TW CEO Paul Prager said he "has no idea" what companies do with the data they get while renting facility space from TW. Additionally, TW CSO Kerri Langlais highlighted at a TW Open House that "TeraWulf is an energy infrastructure company, not a technology company." This happened at their two Open Houses, on October 29th and October 7th respectively. How can they claim to be a scientific research laboratory, then?

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." So, In the case of this large-scale data center posing as a scientific research laboratory, I request that the ZBA determine what the original intent of the phrase "scientific research laboratory" was meant to be, and not allow TeraWulf's AI Data Center to manipulate the definitions to make their site plan fit in with Lansing's codes.

Also, according to section 270-8 of the town code "Any land use not specifically permitted under this chapter shall be disallowed use unless a use variance therefore shall be properly obtained." So as the CEO interpreted, the AI data center is not allowed, as it is clearly a distinct use that is different from a Laboratory. Thank you for your time.

Yvonne Taylor
Seneca Lake Guardian

Seneca Lake Guardian writes to support the Code Enforcement Officer's determination regarding TeraWulf's AI Data Center as "Warehouse/ Storage on non-agrcultural goods." We strongly disagree with TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer aptly pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as -

Agriculture

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of the State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 MW data campus for artificial intelligence (AI) is a far reach from a warehouse.

As such, you must uphold this decision made by the Code Enforcement Officer.

Additionally, we support the Code Enforcement Officer's accurate determination on TeraWulf's application for operating rights in the IR district. TeraWulf's Hyper scale AI Data Center must not be classified as "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory." Kerri Langlais, TeraWulf CSO, is on video saying at a recent open house that they are "an energy infrastructure company, not a technology company."

You, as members of the zoning board of appeals, should not allow TeraWulf to manipulate the Town's codes to fit the narrative of conducting research when in fact, they have no influence on what their GPUs in these facilities will be used for. They are plainly an energy company providing space for GPUs and renting them to the highest bidder- "the Googles of the world" in Kerri's words- to make a profit. They should not be allowed to pose as a scientific research laboratory.

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." We call on you all to determine the original intent of the phrase "scientific research laboratory" and to hold TeraWulf's Hyper scale AI Data Center to that intent.

Committee to Preserve the Finger Lakes

Date: December 16, 2025

RE: Lansing Zoning Board of Appeals – Public Hearing Comment - Warehouse

We are writing to support the Code Enforcement Officer's determination on TeraWulf's application and to point out concerns with their appeals. We are against TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods."

TeraWulf suggesting their AI Data Center classifies a "warehouse or storage of non-agricultural goods" is not in alignment with the definitions. The Code Enforcement Officer provided the following definitions from NYS Building Codes and the dictionary:

Data Center: a room or building, or proportions thereof, used to house information technology equipment (ITE) and serving total ITE load greater than 10kW and 20 kW/ft² (215 W/m²) of conditioned floor area.

Warehouse: a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as: Agriculture or mining, an article of commerce especially delivered for shipment, or A mass-produced unspecialized product.

It seems the original intent of the phrase "warehouse/storage of non-agricultural goods" needs to be

determined by the Zoning Board of Appeals according to the NYS Department document "The Zoning Board of Appeals".

The ZBA should also recognize, using their own common sense, that a 138 MW data campus for artificial intelligence is a far reach from a warehouse.

Please uphold the decisions made by the Code Enforcement Officer and do not grant this appeal.

Date: December 16th, 2025

RE: Lansing Zoning Board of Appeals – Public Hearing Comment - Laboratory

We are writing to support the Code Enforcement Officer's interpretation on TeraWulf 's claim that their AI Data Center is a scientific research laboratory. According to the Lansing Town Code "laboratory" is defined as "A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

It could be argued that because TeraWulf is selling their GPU processing power, that could be considered to be a "product" they are selling. This appears to be the first time TeraWulf is positioning themselves as a scientific research laboratory, seemingly for the purposes of manipulating the code interpretation in their favor.

TeraWulf CSO Kerri Langlais admitted at an open house that they are an energy infrastructure company, not a technology company, so they should not be able to now claim that they are doing research in their facilities.

The Committee to Preserve the Finger Lakes is committed to preserving the natural beauty and purity of the water in the Finger Lakes Region of NYS. Our region is worth preserving for future generations while tourism and agriculture are the well-established foundation of its economy.

Please uphold the decisions made by the Code Enforcement Officer and do not grant this appeal.

Cordelia Yeargen
Warehouse

Hello my name is Cordelia Yeargen and I am here to support the Code Enforcement Officer's determination

regarding TeraWulf's AI Data Center as "Warehouse/ Storage on non-agricultural goods." I am against TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

TeraWulf is not "storing" computing equipment onsite. It is housing equipment in a large facility explicitly for use. A non-agricultural warehouse is usually defined as a facility where goods are housed for shipment. Allowing TeraWulf to blatantly circumvent the zoning laws as they exist, and build a large and taxing computational facility in a lot zoned for warehousing, sets a

dangerous precedent. In the future, other data centers may exploit this loophole, and will bring with them the intense noise, thermal, and literal pollution that often accompanies these facilities. We have already seen data center projects exploit similar loopholes in other cities—xAI in Memphis, Tennessee, for example—and bring damaging computational infrastructure dangerously close to civilian infrastructure.

I am calling on the board to immediately stop TeraWulf from exploiting such a loophole, and in the future, to close it for future projects. These data centers must be treated as the major industrial developments they are.

Hello! My name is Cordelia, and I would like to express my support for the Code Enforcement Officer's determination on TeraWulf's application for operating rights in the IR district. I am against TeraWulf's AI Data Center being classified as "Scientific Research Laboratory."

TeraWulf is one of several companies currently working at a breakneck pace to construct data centers across the United States. While these data centers undeniably advance a technology—training LLM algorithms 24/7, at enormous energy cost—the facility and its operators do not engage with this board in good faith. They are, fundamentally, an energy company. They ensure computing equipment is stored and maintained so that other companies may lease it. Sure, some will lease it for research purposes. But others will use TeraWulf's facility for commercial applications. It is a "research lab" in the same way a chemical plant is a research lab, in that they provide a utility to any and all customers regardless of application. According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." I am calling on the board to enforce the law as clearly intended.

Yvonne Taylor
Co-Founder and Vice President,
Seneca Lake Guardian, A Waterkeeper Affiliate
(And its sister organization: Gas Free Seneca)
President, National Coalition Against Cryptomining

Lansing Zoning Board of Appeals – Public Hearing Comment

Seneca Lake Guardian writes to support the Code Enforcement Officer's determination regarding TeraWulf's AI Data Center as "Warehouse/ Storage of non-agricultural goods." We strongly disagree with TeraWulf's AI Data Center being classified as "General Processing" and/or "Warehouse / Storage of non-agricultural goods." As the Code Enforcement Officer aptly pointed out, a Warehouse is a structure or room for the storage of merchandise or commodities.

Commodity: An economic good such as -

Agriculture

An article of commerce especially delivered for shipment

A mass-produced unspecialized product.

Beyond determining the original intent of the phrase "warehouse/storage of non-agricultural goods," which the ZBA is required to do according to the NYS Dept of State document "The Zoning Board of Appeals", the ZBA should also recognize, using their own common sense, that a 138 MW data campus for artificial intelligence (AI) is a far reach from a warehouse.

As such, you must uphold this decision made by the Code Enforcement Officer.

Additionally, we support the Code Enforcement Officer's accurate determination on TeraWulf's application for operating rights in the IR district. TeraWulf's Hyper scale AI Data Center must not be classified as a "Scientific Research Laboratory."

As the Code Enforcement Officer pointed out, the Code defines a laboratory as "a building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling products except as may be necessary for prototype

development or as incidental to the main purpose of the laboratory." Kerri Langlais, TeraWulf CSO, is on video saying at a recent open house that they are "an energy infrastructure company, not a technology company."

You, as members of the zoning board of appeals, should not allow TeraWulf to manipulate the Town's codes to fit the narrative of conducting research when in fact, they have no influence on what their GPUs in these facilities will be used for. They are plainly an energy company providing space for GPUs and renting them to the highest bidder- "the Googles of the world" in Kerri's words- to make a profit. They should not be allowed to pose as a scientific research laboratory.

According to the NYS Dept. of State Local Government document titled "The Zoning Board of Appeals": "Where there are no prior decisions to rely on, the board of appeals should attempt to determine the governing board's original intent in enacting the provision in question." We call on you all to determine the original intent of the phrase "scientific research laboratory" and to hold TeraWulf's Hyper scale AI Data Center to that intent.

Ellen Campbell

To the Lansing zoning board of appeals, please do not allow terrible wolf into your community they are a parasite. They will not add anything to your community and you will be sorry if you let them in . this coming from someone who's been through this before in Dresden New York which was a similar situation. we failed to stop Greenwich And many many people are upset by that decision. You don't wanna go there. Listen to your code enforcement officer don't allow this to happen to your town

Mike Pliss

Hello, my name is Mike Pliss. I'm asking the ZBA to uphold the Code Enforcement Officer's determination that TeraWulf's AI data center is not a scientific research laboratory. The zoning code defines a laboratory as a place for research, testing, or experimentation — none of which TeraWulf performs or claims to perform. Their own leadership has described the company as an energy-infrastructure operator, not a research institution. Under Section 270-8, unlisted uses are not permitted without a variance, and a data center is clearly a different use. I urge you to support the CEO's interpretation and deny this appeal.

Hello, my name is Mike Pliss. I'm asking the ZBA to uphold the Code Enforcement Officer's ruling that TeraWulf's AI data center cannot be classified as a warehouse. A warehouse stores physical goods or commodities — a data center does neither. NYS code defines data centers as IT facilities, not storage structures, and the town's intent in 2003 was never to include high-energy computing under "warehouse of non-agricultural goods." Under Section 270-8, unlisted uses are disallowed unless a variance is sought. Please affirm the CEO's interpretation and reject this appeal.



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December 16, 2025

VIA HAND DELIVERY

Jack Young
Chairperson
Town of Lansing Zoning Board of Appeals
Lansing Town Hall Board Room

Re: FLX Strong's Written Comments Regarding Cayuga Data Campus, 228 Cayuga Drive, Zoning Interpretation Appeals 25-9 and 25-10

Dear Chairperson Young and Members of the Zoning Board,

On behalf of FLX Strong,¹ I am submitting the following comments regarding the two appeals of Fred DelFavero, Terawulf, and Cayuga Operating Company (together “Applicants”) from zoning interpretations relating to their proposed Cayuga Data Campus at 228 Cayuga Drive (the “Project”). The Applicants appeal from zoning interpretations issued by the Town’s Code Enforcement Officer on October 22, 2025, and November 10, 2025, respectively. These written comments address both appeals and should be incorporated into the administrative records for both decisions and should be considered in addition to any oral comments provided at the public hearings.

As described below, the Code Enforcement Officer correctly determined that the Project, a proposed data center, is not a permitted use in the I/R District. A data center (or a similar industry term) is a new use and not identified as one of the permitted uses in Schedule I for the Industrial/Research (“I/R”) District. Nor is a

¹ FLX Strong is a group of Town of Lansing and Tompkins County residents along with representatives from regional and statewide organizations such as Sustainable Finger Lakes, No Data Center FLX, Cayuga Lake Environmental Action Now, Democratic Socialists of American Ithaca Chapter, Campaign for Renewable Energy, NYPIRG, Seneca Lake Guardian, and Citizen Action NY. They have been working to educate the public about the serious impacts that data centers represent, both to our economy, in the form of rising electric bills and strain on the electric grid, and to our environment, in the form of noise pollution, impacts on our lakes and unnecessary CO2 emissions.

data center a “scientific research laboratory,” “general processing” facility, or a “warehouse/storage [facility] for non-agricultural goods” as the Applicants contend.

Ultimately, whether a data center should be permitted in the I/R District or elsewhere is a policy decision that must be left to the Town Board as the legislative body in the Town. On the narrow interpretative questions before the ZBA, specifically whether a data center is a permitted use in the I/R District, the plain language of the Land Use Ordinance is clear that the answer is no. The appeals should be denied.

I. What is a Data Center?

The Applicants and Code Enforcement Officer generally agree on the basic definition of a data center. The Applicants define a data center as

“a facility used to house computer systems and associated components, such as telecommunications and storage systems.”²

The Code Enforcement Officer similarly defines a data center as

“a facility “that houses servers, storage, and networking infrastructure to support digital applications and services.”³

A typical data center is primarily composed of the following architectural elements:

1. Servers, sometimes including GPUs for computationally intensive tasks;
2. Storage devices (e.g., disks and SSDs);
3. Networking infrastructure; and
4. Buildings and systems for power delivery, cooling, and physical security.

Modern data centers are often described as warehouse-scale computers because they integrate servers, storage, and networking infrastructure at large scale.⁴ Like a personal computer, they also require power supplies, cooling, and an enclosure, but on a much larger footprint.

² Applicants’ Appeal 25-9 at pg. 3. As noted below, the Applicants claim in their appeal that this definition is “[a]ccording to Merriam-Webster,” but the term “data center” is not currently defined in the online version of Merriam-Webster’s dictionary.

³ Code Enforcement Officer Decision (Nov. 10, 2025) (quoting American Planning Association).

⁴ Barroso et al., The Datacenter as a Computer: An Introduction to the Design of Warehouse-Scale Machines, 3d Ed. (2019).

The proposed Cayuga Data Campus is designed as a multi-tenant facility providing power, cooling, and secure space for other organizations' computer equipment. The operator manages the physical environment and connectivity, not the data itself.⁵

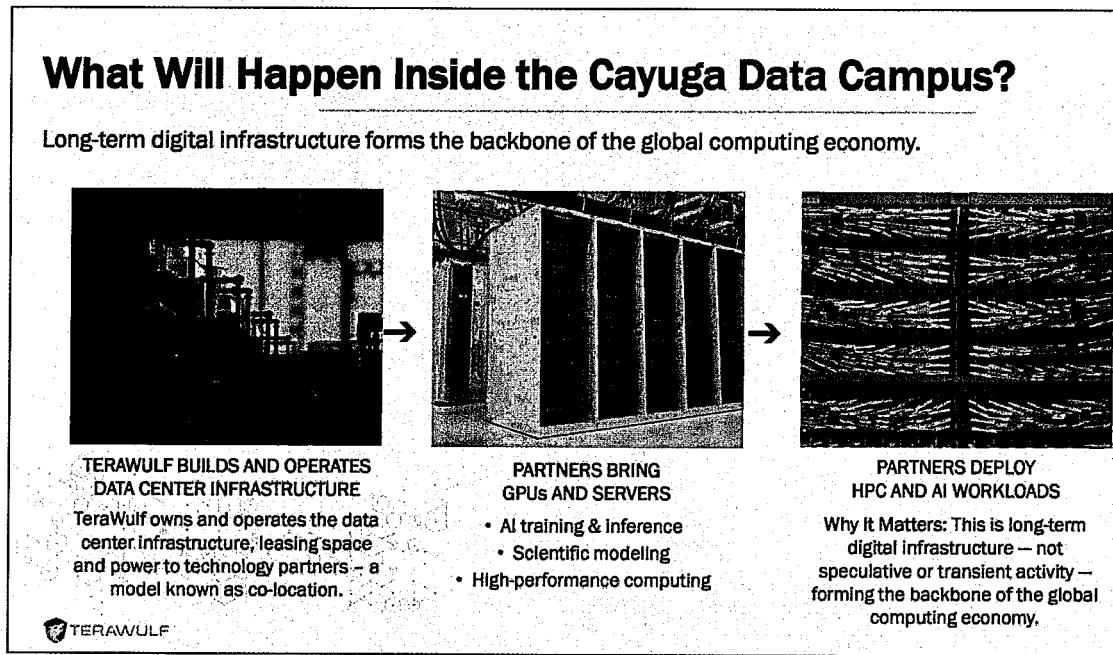


Figure 1-Terawulf Open House Presentation 10-7-25, Ex. E

The physical infrastructure of a data center is distinct from its operational capabilities, which as explained above, is driven by the needs and desires of third-party tenants, and which occurs in an entirely virtual environment. These facilities can support a wide range of computational tasks, from routine data storage to intensive applications such as AI or scientific modeling, depending on tenant needs. While tenants may use the infrastructure for various computational purposes, those activities occur virtually and do not alter the facility's physical characteristics for zoning purposes as a data center.

⁵ Excerpt from "Independent Assessment of the Proposed Cayuga Data Center Campus," Nov. 3, 2025, attached as Exhibit A; See also Excerpt from Terawulf, Inc. Form 10-K (Fiscal Year Ended Dec. 31, 2024) at pgs. 1-2, 18, attached as Exhibit B.

II. What legal standard applies to the appeals?

Under N.Y. Town Law § 267-b(1), the ZBA has the authority to reverse or affirm an interpretation of the Land Use Ordinance by the Code Enforcement Officer.

The goal of any statutory interpretation analysis “is to discern the [Town Board’s] intent,” *Matter of Wallach v. Town of Dryden*, 23 N.Y.3d 728, 744 (2014), specifically the intent when the law or ordinance was enacted. *People v. Mitchell*, 38 N.Y.3d 408, 411 (2022).⁶

The starting point in this analysis is always the text of the ordinance, which must be interpreted according to its plain meaning. *Matter of Peyton v. New York City Bd. of Stds. & Appeals*, 36 N.Y.3d 271, 280 (2020). In construing the plain meaning of the ordinance, it should be construed as a whole and its various sections considered together. *Id.* Words and terms should be interpreted with their “usual and commonly understood meaning,” unless there is a definition in the ordinance or the context of the ordinance provides a special meaning. *Id.*; *see also Matter of Witkowich v. Zoning Bd. of Appeals of Town of Yorktown*, 133 A.D.3d 679, 680 (2d Dept. 2015).

The Applicants make much of the fact that any ambiguity in the text must be construed in their favor, but this principle applies only where there is *actual* ambiguity. Provisions are “not ambiguous merely because the parties interpret them differently.” *John Mezzalingua Assoc., LLC v. Travelers Indem. Co.*, 211 A.D.3d 1553, 1557 (4th Dept. 2022).

The mere fact that an applicant proposes a novel use does not create ambiguity where the ordinance is otherwise clear. *See Matter of Shields v. Virts*, 2017 N.Y. Misc. LEXIS 1601, at *6 (Supr. Ct., Monroe Cnty., Apr. 26, 2017) (stating that a statute is not rendered ambiguous simply because its plain language does not apply to the facts at bar). It is, after all, “a basic tenet of zoning jurisprudence that an ordinance which lists permitted uses excludes any uses that are not listed.” *Old Westbury v. Alljay Farms, Inc.*, 100 A.D.2d 574, 575 (2d Dept. 1984); *see also* Ordinance § 270-8. Under this legislative scheme, if an applicant’s proposed use is not listed in the ordinance, then it is clear that the proposed use is not permitted.

Finally, a note of caution regarding the legal references in the Applicants’ appeals. Several legal authorities cited in the Applicants’ submissions appear to be inaccurate or do not correspond to the quoted language. This is a problem because the ZBA must rely on accurate legal precedent, and incorrect citations could

⁶ The current iteration of the Town’s Land Use Ordinance was adopted in 2003 and then subsequently amended from time to time. However, the uses at issue in these appeals (scientific research laboratory, general processing, and warehouse/storage facility for non-agricultural goods) appeared in earlier iterations of the Ordinance dating back to at least 1998. *See Exhibit C* (Excerpts from 1998 and 2001 Ordinances).

mislead the Board about applicable law. The table below summarizes the apparent discrepancies.

Appeal	Applicants' Citation	Discrepancy
Pg. 2 (25-10)	<i>Matter of Allen v. Adami</i> , 39 N.Y.2d 275, 277 (1976) and <i>FGL & L Prop. Corp. v. City of Rye</i> , 66 N.Y.2d 111, 119 (1985) as stating that zoning restrictions "should not be extended by implication."	The quoted language does not appear in either decision cited.
Pg. 2 (25-10)	<i>E&B Realty, Inc. v. Zoning Board of Appeals</i> , 275 A.D.2d 779, 781 (2d Dept. 2000) as stating that an undefined provision in a zoning ordinance "provides no guidance as to the meaning" of a permitted use and risks being unconstitutionally vague.	The quoted language does not appear in the decision cited.
Pg. 2 (25-10)	<i>Matter of Waterways Dev. Corp. v. Town of Brookhaven</i> , 115 A.D.3d 1152, 1153 (2d Dept. 2024), for the proposition that any ambiguity is resolved in favor of the property owner.	The citation is for a different case, <i>South Buffalo Dev., LLC v. PVS Chem. Solutions, Inc.</i> , 115 A.D.3d 1152 (4 th Dept. 2014), which does not stand for the proposition stated.
Pg. 2 (25-10)	<i>Payton Lane Homeowners Ass'n, Inc. v. Village of Head of the Harbor</i> , 144 A.D.3d 806, 808 (2d Dept. 2016), for the proposition that undefined zoning terms are given their ordinary dictionary meaning.	The citation is for a different case, <i>Matter of Panevan Corp. v. Town of Greenburgh</i> , 144 A.D.3d 806 (2d Dept. 2016), which does not stand for the proposition stated.
Pg. 5 (25-9)	Reference to "Merriam-Webster" for quoted definition of data center.	Merriam-Webster's online dictionary does not currently include a definition for "data center."

The Board should disregard any legal arguments based on inaccurate or unverifiable authority. The Board should further require the Applicants to supply the foregoing referenced cases and authorities with the relevant or quoted language highlighted.

III. A data center is a new use and not permitted in the I/R District

As noted above, “[a]ny land use not specifically permitted” under the zoning ordinance “shall be disallowed.” Ordinance § 270-8. Schedule I of the Land Use Ordinance lists the permitted uses in an I/R District. There is no dispute that a data center (or some similar industry term for the same type of facility) is not listed among the permitted uses in Schedule I. The Code Enforcement Officer therefore correctly found that the Applicants’ proposed data center is not a permitted use in the I/R District.

On appeal, the Applicants attempt to package their proposed data center as various types of permitted uses in an I/R District, specifically “scientific research laboratory,” “general processing,” or “warehouse/storage of non-agricultural goods.” As described below, the Code Enforcement Officer correctly found that the Applicants’ proposed data center was not appropriately characterized as any of these traditional types of facilities. The Code Enforcement Officer’s determinations should be affirmed.

1. A data center is not a “scientific research laboratory.”

In the I/R District, a “scientific research laboratory” is a permitted use. In arguing that its data center falls within this permitted use, the Applicants rely heavily in their appeal on the word “laboratory,” which is defined in the zoning ordinance as “facilities for research, investigation, testing or experimentation...” But it is not just any “laboratory” that is permitted in an I/R District – the permitted use is specifically a “scientific research laboratory.”

The phrase “scientific research” is not defined in the Ordinance. “Scientific” is defined in Merriam-Webster’s dictionary as something that is “conducted in the manner of science or according to results of investigation by science: practicing or using thorough or systematic methods.”⁷ Research, in the scientific context, is appropriately defined as “studious inquiry or examination, especially investigation or experimentation aimed at the discovery and interpretation of facts, revision of accepted theories or laws in the light of new facts, or practical application of such new or review theories or laws.”⁸

A facility must therefore involve more than just “research, investigation, testing, or experimentation” to qualify as a “scientific research laboratory,” lest every commercial or private facility could qualify. The laboratory must be dedicated to the pursuit of scientific knowledge and experimentation. *See Petitioner v. Vill. Of Tarrytown Zoning Bd. of Appeals*, 2023 N.Y.Misc. LEXIS 38289, *7-8 (Feb. 16,

⁷ “scientific,” Merriam-Webster, *available at* <https://www.merriam-webster.com/dictionary/scientific> (last accessed Dec. 15, 2025).

⁸ “research,” Merriam-Webster, *available at* <https://www.merriam-webster.com/dictionary/research> (last accessed Dec. 15, 2025).

2023) (affirming ZBA's interpretation that petitioner's proposed use was not a "research laboratory" because, although it involved a "research component," the primary use of the facility was manufacturing and distribution, not research).

A data center is not a scientific research laboratory. As noted above, both the Code Enforcement Officer and Applicants generally agree that a data center is fairly described as a facility *"that houses servers, storage, and networking infrastructure to support digital applications and services."*⁹ This is also consistent with how the Applicants have described their data center facilities outside the context of these appeals.¹⁰ Yet nothing in this description references scientific research, investigation, testing, or experimentation.

The purpose and function of data centers and scientific research laboratories are fundamentally different:

- Scientific research laboratories are facilities where hypotheses are tested, experiments are conducted, and materials or processes are directly manipulated by researchers to generate new knowledge.
- Data centers are facilities where data is stored, transmitted, and processed; servers and networking hardware are maintained; and the primary activities are ensuring uptime, redundancy and computing capacity. Data centers do not generate new scientific knowledge. They might enable computation and storage but they are not the locus of scientific research.

Government classification systems for industries also distinguish data centers from research laboratories. The North American Industry Classification System (NAICS) Code for data centers is 518210, which is for computing infrastructure providers, data processing, web hosting, and related services. A separate classification, 541715, applies to "Research and Development in the Physical, Engineering, and Life Sciences."

The Applicants nevertheless contend that their proposed data center is a "scientific research laboratory" because its "primary function is to provide the computational infrastructure necessary for research, modeling, and data-driven experimentation," such as model training, scientific simulation, and data-driven experimentation. But this argument confuses the fundamental difference between land use and internal business operations.

The focus of zoning is on the use of the land, not the internal business operations conducted there. As New York courts have held, zoning conditions

⁹ Code Enforcement Officer Decision (Nov. 10, 2025) (quoting American Planning Association).

¹⁰ See Ex. B (Terawulf 10-K) at 13 ("[W]e aim to continuously enter into agreements with customers pursuant to which we provide data center space, power, environmental controls, physical security and connectivity products to our HPC hosting and colocation customers").

must “relate directly to the use of the land in question” and may not “regulate the details of the operation of an enterprise.” *St. Onge v. Donovan*, 71 N.Y.2d 507, 516 (1988); *Summit School v. Neugent*, 82 A.D.2d 463, 467 (2d Dept. 1981) (authority of ZBA extends exclusively to “the zoning use of the land and not to the details of the operation of the business to be thereon conducted”) (emphases removed). Zoning turns on the physical use of the property, and not the intellectual activity occurring on or through computers located within it. Just as a business office does not become a bank merely because an office tenant conducts virtual financial transactions,¹¹ a data center does not become a research laboratory because tenants use computers for research.

Thus, regardless of how tenants use a data center’s computing resources, the land use remains that of a data center. The primary activities on-site are the maintenance and operation of computing infrastructure as opposed to the conduct of scientific research. The purpose of the data center is still data storage, cooling, and power distribution. The physical layout of the building and structure remains predominantly server halls, batteries, and cooling equipment. The staffing within the building are still IT operations personnel, and not researchers or scientists. In short, the primary activities on-site are maintenance and operation of computing infrastructure, not the conduct of scientific experiments.

The Code Enforcement Officer’s determination that the proposed data center is not a scientific research laboratory was correct and should be upheld.

2. A data center is not a “general processing” facility.

Schedule I identifies as a permitted use in an I/R District “[g]eneral processing, light manufacturing and assembly.” The Applicants contend that the proposed data center is a “general processing” facility because data stored there will be subjected to continuous operational computation. This argument misinterprets the phrase “general processing,” which must be read in the context in which it is consistently used throughout the Ordinance.

A zoning ordinance must be “construed as a whole, reading all of its parts together, all of which should be harmonized to ascertain legislative intent.” *Biggs v. Zoning Bd. of Appeals of the Town of Pierrepont*, N.Y., 52 Misc. 3d 694, 697 (Supr. Ct., Lawrence Cnty., Apr. 27, 2016) (internal quotation marks omitted).

The term “general processing” in the Ordinance refers to the physical processing of tangible goods, such as food, plastics, or manufactured products. This is consistent with its dictionary definition (“continuous operation or treatment especially in manufacture”¹²) and the context in which the term is used throughout

¹¹ Schedule I identifies professional business office and bank as separate uses.

¹² “process,” Merriam-Webster, *available at* <https://www.merriam-webster.com/dictionary/processing> (last accessed Dec. 15, 2025).

the Ordinance where it is paired with “light manufacturing and assembly” in Schedule I. The Ordinance further defines a “Manufacturing Establishment” as where “the principal use of which is manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products.” Ordinance § 270-3 (emphasis added). Earlier versions of the Ordinance included the phrase “general processing” as a type of commercial assembly.¹³ The Ordinance has consistently reflected an intent to regulate physical, not virtual, processing activities.

The Applicants have acknowledged that their data center will include “no manufacturing or commercial production component.”¹⁴ The data center will therefore not engage in any activities resembling “general processing” as the term is used throughout the Ordinance.

The Applicants’ attempt to redefine “processing” to include virtual data operations is unsupported by the Ordinance and would render the term meaningless, as nearly any activity can be described as “processing” something. Such an interpretation would disrupt the zoning scheme and is contrary to legislative intent. The Code Enforcement Officer’s determination that the data center is not a “general processing” facility is correct and should be affirmed.

3. A data center is not a “warehouse/storage” facility for “goods.”

Schedule I identifies “warehouse/storage of non-agricultural goods” in an I/R District as a permitted use. The definition is limited to storage and warehousing of “non-agricultural goods” and therefore does not contemplate that a facility storing just anything qualifies as a permitted use. The storage of energy in large- or small-scale batteries and the storage of junkyard items are addressed elsewhere in the Ordinance, for example. *See Schedule I.*

The term “goods” in the context of “warehouse/storage of non-agricultural goods” refers to tangible items of value, as confirmed by legal and economic definitions:

good: an item of tangible movable personal property having value but usu. excluding money, securities, and negotiable instruments¹⁵

goods: economics commodities that are tangible, usually movable, and generally not consumed at the same time as they are produced¹⁶

¹³ *See* Ex. C (Schedule I to Ordinances dated Jan. 2001 and July 1998).

¹⁴ *See* Email from Fred DelFavero, Project Manager dated Oct. 18, 2025, quoted in Code Enforcement Officer’s Decision (Nov. 10, 2025).

¹⁵ “Good,” *Merriam-Webster’s Dictionary of Law* (2nd ed.), attached as Exhibit D.

¹⁶ “Goods,” *Dictionary.com*, available at <https://www.dictionary.com/browse/goods> (last accessed Dec. 15, 2025).

The Ordinance's treatment of battery and energy storage as separate uses further demonstrates that intangible commodities are not considered "goods."

A data center does not store goods. It stores intangible digital information, not tangible physical inventory. Digital information is not a "good" under any commonly accepted definition in law or economics, and the Applicants do not point to any authority for an alternative definition in their appeals.

The physical layout of warehousing facilities is designed for the storage and movement of physical inventory, requiring infrastructure such as loading docks, forklifts, and racking systems. Data centers, in contrast, have no standard warehousing equipment, do not distribute physical inventory, and involve little or no truck traffic.

The Code Enforcement Officer correctly determined that the Applicants' data center is not a warehouse/storage facility for non-agricultural goods.

IV. Conclusion

The Applicants' proposal for a data center is not the first time that a novel type of land use has come under consideration in Lansing. In the case of large-scale solar energy and wind farms and battery storage systems, the Town Board needed to amend Schedule I to designate where these new uses were permitted and under what criteria and conditions.

In these appeals, there is no dispute that data centers are not listed among the permitted uses in an I/R District. They are a new use. Indeed, compared to when the Ordinance was adopted in 2003, data centers (as we know them today) are unrecognizable in size and complexity from what existed then. The Code Enforcement Officer appropriately rejected the Applicants' attempt to cast their data center as the "modern equivalent" of long-existent categories of permitted uses for scientific research laboratory, general processing, and warehouse/storage of non-agricultural goods. When these traditional uses were first identified in the Ordinance decades ago, the Town Board had no intention that they would cover large-scale computing technology infrastructure like a modern data center. *See People v. Litto*, 8 N.Y.3d 692, 697 (2007) ("The plain meaning of the language of a statute must be interpreted in the light of conditions existing at the time of its passage and construed as the courts would have construed it soon after its passage.") (internal quotation marks omitted).

At bottom, the ZBA "does not have legislative powers. It may not amend the local ordinance," even if present conditions might "justify a change." *Schroeder v. Kreuter*, 206 Misc. 198, 201 (Supr. Ct., Westchester Cnty., May 7, 1954). It must be left to the Town Board to decide whether or where data centers should be

permitted within the Town's zoning districts through amendment to the Ordinance. It is not the role of the ZBA to do so under the guise of interpretation.

Respectfully submitted,



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Exhibits:

Exhibit A - Excerpt from "Independent Assessment of the Proposed Cayuga Data Center Campus," Nov. 3, 2025

Exhibit B - Excerpt from Terawulf, Inc. Form 10-K (Fiscal Year Ended Dec. 31, 2024)

Exhibit C - Schedule I to Land Use Ordinance dated Jan. 17, 2001 and Schedule I to the Land Use Ordinance Amended July 1, 1998

Exhibit D – Definition of "Good," *Merriam-Webster's Dictionary of Law* (2nd ed)

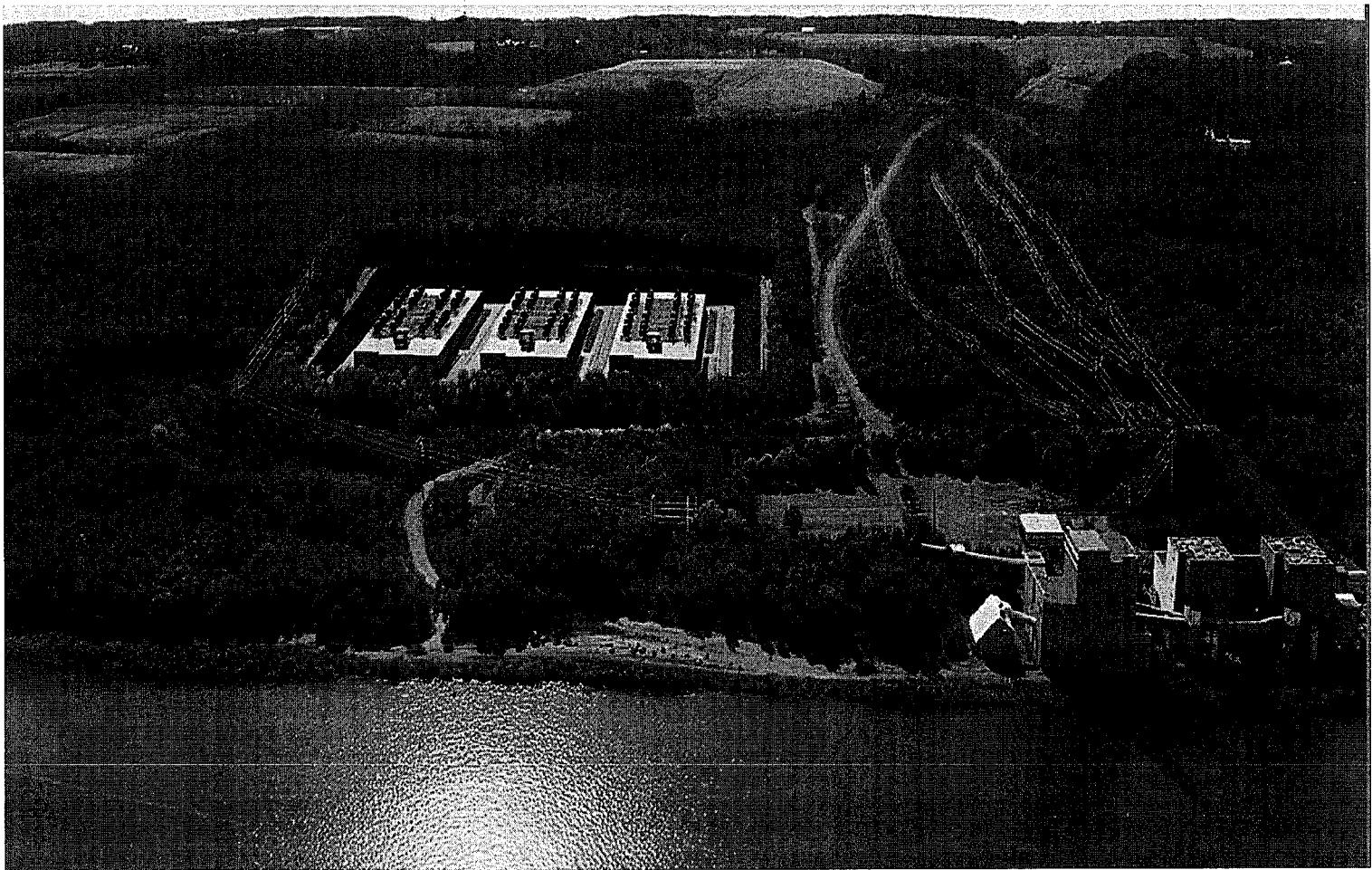
Exhibit E – Excerpt from Terawulf Presentation dated Oct. 7, 2025

Exhibit F – Schedule I to Land Use Ordinance dated May 2023 (current version)

EXHIBIT A

**Independent Assessment of the Proposed Cayuga Data Campus
Lansing, NY**

November 3, 2025



Executive Summary

This independent assessment reviews the **economic, environmental, and community implications** of TeraWulf Inc.'s planned redevelopment of the former Cayuga coal-fired power plant site in Lansing, New York. Using engineering data, site renderings, public filings, and local input, the report presents an evidence-based overview to inform community discussion about the proposed transition from a retired coal-fired facility to a modern research data center. While the long-term plan contemplates a total build-out of 400 MW, this assessment is limited to **Phase 1 (138 MW)**—the segment scheduled for construction between **2026 and 2028**, for which design renderings, acoustic modeling, and other technical materials have been submitted.

The Cayuga data campus is designed as a multi-tenant infrastructure, meaning it provides power, cooling, and secure space for other organizations' computing equipment. The operator (TeraWulf in this case) manages the physical environment and connectivity, not the data itself. In other words, the data campus does not own, see, transfer, or collect personal data. Its obligations are physical and operational—reliable power, physical security, and environmental compliance—not privacy governance. Accordingly, the scope of this review focuses on those tangible economic, environmental, and community effects that arise from the site's physical redevelopment and operation. Broader questions about the social benefits or risks of artificial intelligence, data privacy, or digital ethics fall outside the scope of this analysis.

Within the scope of this report, we identify and analyze a series of physical and operational changes that define how the site would function once redeveloped. The proposed data campus would repurpose one of Cayuga Lake's major industrial sites into an all-electric data center connected to New York Power Grid Zone C, where roughly 80 percent of power generation consists of zero-emission sources (hydro and nuclear, with growth from wind and solar). The design includes a closed-loop cooling system that does not draw any water from the lake, replacing the former coal-fired plant's open-loop system that once withdrew up to 245 million gallons per day.

The new closed-loop cooling system would be filled at commissioning with about 300,000 gallons from the Bolton Point water supply and require small periodic top-offs. The developer has also identified about \$15 million in grid-upgrade investments required for the first phase of 138 MW, which New York State Electric and Gas (NYSEG) has indicated would be funded by the project. Because the facility will **not include any bitcoin mining operations**, the cooling demand and associated fan noise are expected to remain lower and more stable than at similar high-density computing sites. Noise modeling projects an estimated 51 decibels of operational noise at 1,500 feet—comparable to normal background noise inside a quiet commercial office building.

From an economic standpoint, redevelopment would return currently dormant industrial property to taxable use. Preliminary estimates suggest an assessed value of roughly \$400 million at full build-out, generating about \$9.6 million per year in combined property taxes. Because school districts in New York receive the largest share of local property taxes, most of this revenue would go

to the Lansing Central School District, with the remainder supporting town, county, and public service budgets. The project will generate up to 500 construction jobs during the 2026–2028 buildout phase and sustain about 75 full-time operational employees.

The plan also includes site and community measures intended to address visual and environmental concerns. The legacy smokestack is slated for removal, with demolition materials to be recycled. Landscaping and shoreline restoration would include native plantings and limited public access areas along the lakefront. Discussions are underway about partnerships with local schools, Cornell University, and workforce organizations to explore potential education and training programs associated with the redevelopment.

Taken together, the findings indicate that the proposed redevelopment offers a clear economic upside—through restoration of the tax base and local investment—with modest direct employment but meaningful secondary benefits for schools and community services. The environmental profile is neutral to favorable, as the project replaces a high-impact coal facility with an all-electric operation drawing from a largely zero-emission grid and using closed-loop cooling. Aesthetically, the removal of the smokestack and shoreline restoration are likely to improve the visual character of the site, while proposed partnerships and trail access plans would enhance community connection. On balance, the project appears to deliver economic and civic gains with minimal environmental cost, and in some respects, a net improvement to the landscape and local engagement.

Summary of Key Findings

- Overall, the assessment finds that the proposed redevelopment is expected to yield economic benefits with negligible environmental impacts relative to the former coal plant.
- Water use will fall by more than 99.6 percent compared to historic plant operations, with **no water drawn from Cayuga Lake for data center cooling**. Bolton Point will supply potable water limited to domestic and fire-safety needs.
- The Cayuga data campus could generate roughly **\$8.7 million in annual local property-tax revenue** and about 75 permanent jobs by 2028.
- TeraWulf is expected to invest about **\$15 million in regional grid upgrades** for the first phase (138 MW) that improve reliability for local users without adding costs to residents.
- The redevelopment includes removing the smokestack, adding lakefront land to the Wildlife Management Area, and supporting local trails, habitat restoration, and community programs.
- Because **the proposed data campus will not engage in any cryptocurrency (e.g., bitcoin) mining**, the associated **cooling system noise is expected to result in a 51 decibels of operational noise at 1,500 feet—comparable to normal background noise inside a quiet commercial office building**.

About the Independent Assessment Team

This evaluation was led by a two-member independent team with complementary expertise in civil engineering, environmental systems, and technology policy. The purpose of this assessment is to provide an objective, evidence-based analysis in response to questions raised by Lansing residents and officials regarding the proposed redevelopment of the former Cayuga Power Plant site.

Christopher J. Earls, Ph.D. is a Professor of Civil and Environmental Engineering at Cornell University. His expertise includes structural analysis, infrastructure systems, and applied mechanics, with particular focus on the design and performance of complex civil works. In this assessment, he reviewed issues related to site redevelopment, noise, stormwater management, water use, electrical use, and the conversion of legacy industrial properties for new use.

Sarah Kreps, Ph.D., M.S., holds degrees in environmental science and previously conducted environmental impact assessments while serving in the U.S. Air Force. She is now a professor of technology policy at Cornell University, specializing in the governance of digital infrastructure such as data centers, semiconductor supply chains, and advanced computing facilities. As a Lansing resident and parent with a long connection to Cayuga Lake and local community programs, she brings both technical expertise and a personal commitment to the lake's environmental and civic well-being.

The team's objective was to provide a clear, transparent accounting of the facts for the benefit of the community, offering neither advocacy nor opposition, but an independent evaluation grounded in evidence. The authors conducted this assessment independently and received no direction from TeraWulf regarding findings or recommendations.

EXHIBIT B

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-41163

TERAWULF INC.

(Exact name of registrant as specified in its charter)

DE

(State or other jurisdiction of incorporation or organization)

9 Federal Street

Easton

(Address of principal executive offices)

MD

(State)

87-1909475

(I.R.S. Employer Identification No.)

21601

(Zip Code)

(410) 770-9500

(Registrant's telephone number, including area code)

Securities registered pursuant to 12(b) of the Exchange Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	WULF	The Nasdaq Capital Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that are required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of voting common stock held by non-affiliates of the registrant as of June 30, 2024, the last business day of the registrant's second fiscal quarter, was approximately \$00,536,223.

There were 383,137,722 shares of common stock outstanding as of February 26, 2025.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information required for Items 10, 11, 12, 13 and 14 of Part III of this Annual Report on Form 10-K is incorporated by reference to the registrant's definitive proxy statement for the 2025 annual meeting of stockholders.

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TERAWULF INC.

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PART I

ITEM 1. Business

Overview

TeraWulf Inc. ("we," "us," "the Company," or "TeraWulf") is a vertically integrated owner and operator of next-generation digital infrastructure, primarily powered by predominantly zero-carbon energy. We develop and operate high-performance data centers optimized for both bitcoin mining and high-performance computing ("HPC") workloads, leveraging clean, cost-effective, and reliable energy sources to drive long-term sustainability in digital infrastructure.

Our operations are anchored at the Lake Mariner Facility in upstate New York, strategically located on the shores of Lake Ontario (the "Lake Mariner Facility" or "Lake Mariner"). Developed on the site of a decommissioned coal-fired power plant, Lake Mariner is designed for scalable growth, with the capacity to expand up to 500 megawatts ("MW") in the near term and 750 MW with certain transmission upgrades. This scale, combined with access to low-cost, predominantly zero-carbon power, makes Lake Mariner an attractive site for hyperscale and enterprise customers.

Since our public debut in December 2021, bitcoin mining has been our primary revenue driver. However, we have strategically expanded our focus to include HPC hosting and colocation services, positioning ourselves at the intersection of energy and digital compute infrastructure. A key milestone in this transition occurred on December 23, 2024, when we entered into long-term data center lease agreements with Core42 Holding US LLC ("Core42"), a G42 company specializing in sovereign cloud, AI infrastructure, and digital services, securing 72.5 MW of HPC hosting capacity at Lake Mariner for GPU compute workloads. The lease agreements include an option, exercisable through March 31, 2025, to expand by an additional 135 MW. This marks a significant step forward in our HPC hosting strategy, reinforcing our position in the rapidly growing market for artificial intelligence (AI) and machine learning compute infrastructure.

We primarily operate through two wholly-owned subsidiaries:

- Lake Mariner Data LLC – we operate a fleet of high-performance bitcoin miners—primarily sourced from Bitmain Technologies Limited—to validate transactions on the bitcoin blockchain. As of December 31, 2024, we had an operational self-mining capacity of 195 MW, with an additional 50 MW under construction and expected to come online in the first half of 2025. Our focus remains on optimizing operational efficiencies to reduce costs and maximize bitcoin production.
- Wulf Compute LLC – established in 2024, we have constructed and are continuing to expand our purpose-built infrastructure to provide HPC hosting and colocation services for GPU-based workloads, AI, machine learning, and cloud computing applications. By leveraging our engineering expertise, scalable infrastructure, and cost-efficient power model, we aim to become a premier hosting provider for enterprises requiring high-density compute capacity.

We believe TeraWulf's dual-purpose digital infrastructure strategy strengthens operational efficiency, diversifies revenue streams, and enhances our position in the evolving digital economy.

Business Strategy

TeraWulf's strategy is built on leveraging our owned and scalable digital infrastructure to drive revenue and profitability through both bitcoin mining and HPC hosting. As a vertically integrated operator, we own and control our infrastructure, allowing us to optimize efficiency, reduce costs, and maintain a highly competitive cost structure.

We focus primarily on earning bitcoin through mining and selling the bitcoin generated for cash, activities directly related to growing our digital infrastructure and enhancing efficiencies in our operations (e.g., reducing our cost to mine). While bitcoin mining remains a core focus, we are strategically shifting an increasing portion of our infrastructure at Lake Mariner to support HPC hosting and colocation, capitalizing on the rapid growth of AI and cloud computing. Our transition to GPU-based workloads is a natural evolution of our platform, originally designed for bitcoin mining and now expanding to accommodate the growing demand for GPU-driven computing.

A key milestone in this strategy was the execution of our December 2024 data center lease agreements with Core42, securing an initial 72.5 MW of data center infrastructure and hosting capacity at Lake Mariner for GPU compute workloads. This capacity is expected to ramp up in 2025, with an option to expand near-term HPC hosting capacity for Core42 by an additional 135 MW. These agreements accelerate our entry into the fast-growing hyperscale data center market and strengthen our position in the evolving digital economy.

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Our modular, scalable data center design enables us to efficiently co-locate HPC infrastructure near reliable, low-cost power sources, reducing energy costs while maintaining operational flexibility. As demand for AI, cloud computing, and machine learning continues to surge, our ability to design, build, and operate large-scale, sustainable data centers uniquely positions us to capitalize on this transformation.

Looking ahead, we remain focused on expanding our infrastructure, optimizing operations, and enhancing our competitive advantages in both bitcoin mining and HPC hosting. By prioritizing sustainable digital infrastructure and low-cost energy solutions, TeraWulf is well-positioned to drive long-term value for shareholders while shaping the future of energy-driven compute infrastructure.

We generate revenue by operating our digital infrastructure and mining computers as part of a blockchain transaction processing pool, receiving digital assets in the form of bitcoin in exchange for our activity. Our HPC hosting services will focus on providing colocation, cloud, and connectivity services for GPU-based HPC operations and will generate revenue through hosting fees paid by third-party customers.

Bitcoin, introduced in 2008, fundamentally transformed the landscape of digital currency by providing a decentralized mechanism for exchanging and preserving value. It operates on a consensus-based network, utilizing a public ledger termed as the "blockchain" to meticulously record every bitcoin transaction, allowing users to send and receive payments without the need for banks and other intermediaries. Bitcoin is not linked to any fiat currency or country's monetary policy, therefore serves as a store of value outside of government control.

Bitcoin mining involves validating transactions through a proof-of-work consensus method, where miners solve complex mathematical problems to add transactions to the blockchain. The blockchain is maintained by a robust and public open-source architecture consisting of a network of computers, known as nodes, that work together to verify and validate new transactions. Because the blockchain is decentralized and transparent, all users can verify the legitimacy of a transaction without having to rely on a third party. This eliminates the need for intermediaries, which can be slow and expensive, and makes the network resistant to censorship and fraud. Bitcoin mining plays a key role in the maintenance and growth of the bitcoin network by providing the computational power needed to verify transactions and add new blocks to the blockchain. Factors such as computing capacity, electricity costs, and location play pivotal roles in mining operations. Generally, the greater the share a single mining rig can capture of the blockchain's total network hashrate, or the aggregate hashrate deployed to solving a block on the bitcoin blockchain, the greater the rig's chances of solving a block and therefore earning the reward.

Network difficulty, which is a measure of how hard it is for miners to solve a block on the bitcoin blockchain (and, thus, earn a mining reward), is determined by the network's total hashrate (i.e., the total computational power devoted to solving a block), which is adjusted every 2,016 blocks (with a new block being added approximately every ten minutes). Therefore, as more miners join the network and the network's global hashrate increases, its difficulty will increase. Conversely, if miners leave the network and its hashrate decreases, its difficulty will decrease.

Bitcoin Reward Halving

The bitcoin subsidy issued by the bitcoin network for solving a block is subject to periodic incremental halving. The network halving is a preprogrammed, fixed process of the bitcoin network where the bitcoin subsidy for solving a block received by miners is reduced by half approximately every four years. The network halving is a process designed to implement a periodic decreasing schedule of the issuance of new bitcoin into the market, which results in a predictable and controlled inflationary rate. The network halving will continue to occur on this schedule until the amount of bitcoin in existence reaches the cap of 21.0 million. After each halving, the decrease in the subsidy provided to miners from the bitcoin network leads to fewer rewards for miners and therefore a decrease in revenues should the price of bitcoin remain the same. Transaction fees, which together with the block subsidy comprise the block reward for successfully solving a block, are not directly impacted by the halving. On April 19, 2024, the bitcoin rewards issued for each block solved dropped from 6.25 to 3.125, effectively reducing the bitcoin earned from bitcoin mining by 50% (excluding transaction fee rewards).

Our Facilities

TeraWulf currently conducts its operations at its data center campus, the Lake Mariner Facility, in upstate New York. The Company has an operational mining capacity of 195 MW and is completing constructing an additional 50 MW of bitcoin mining capacity, expected to be operational in the first half of 2025. Additionally, TeraWulf is developing HPC data centers to provide hosting services for Core42, supporting up to 72.5 MW of data center infrastructure dedicated to GPU compute workloads. This capacity is expected to come online throughout 2025. Core42 also has an option,

exercisable through March 31, 2025, to secure an additional 135 MW of data center infrastructure at the Lake Mariner Facility.

As of December 31, 2024, TeraWulf's mining operations were powered by predominantly zero-carbon energy, underscoring our commitment to sustainability. Our energy sourcing methodology is based on electricity production data from the New York Independent System Operator ("NYISO"), specifically covering NYISO Zones A-E, where the Lake Mariner Facility is located. This approach aligns with the recommended geographic resolution for projected emissions factors for upstate New York, as published by the New York State Energy Research and Development Authority.

Lake Mariner Facility

Located at a site adjacent to the now-decommissioned coal-fired power plant in Barker, New York, the Lake Mariner Facility began mining bitcoin in March 2022. As of December 31, 2024, the Lake Mariner Facility is operating approximately 195 MW of bitcoin mining capacity at the site. The Company has an agreement in place with the Power Authority of the State of New York ("NYPA") for 90 MW of high-load factor power to support its bitcoin mining operations (the "PPA"). The PPA was executed on February 12, 2022, and has a term of ten years from the date of commencement of NYPA's power delivery. The Lake Mariner Facility is situated on an expansive site on the shores of Lake Ontario and has the ability to scale up to 500 MW of capacity in the near term and up to 750 MW with certain transmission upgrades.

Nautilus Cryptomine Facility Sale

On October 2, 2024, the Company sold its entire 25% equity interest in Nautilus Cryptomine LLC ("Nautilus") to a subsidiary of Talen Energy Corporation (the "Talen Member") for \$85.0 million in cash, subject to a customary working capital adjustment (the "Nautilus Sale"). In connection with the Nautilus Sale, Nautilus transferred to the Company all of its right, title, and interest in and to all of its miners, including miners previously contributed by Talen Member, along with certain other related equipment owned by Nautilus. The Nautilus Sale included customary representations and warranties and standard covenants. Additionally, as part of the transaction, the Talen Member agreed to pay the Company 25% of the net proceeds received in excess of \$300.0 million in the aggregate in any future sale of all or substantially all of the assets, or a majority of the equity interests, of Nautilus.

As a result of the Nautilus Sale, TeraWulf no longer has an ownership interest in Nautilus or any bitcoin mining operations located in Berwick, Pennsylvania (the "Nautilus Cryptomine Facility"). The Company remains focused on expanding its Lake Mariner Facility and expanding its digital infrastructure to support high-performance computing.

Environmental Considerations

TeraWulf prioritizes sustainability, sourcing the vast majority of its energy from clean, non-fossil fuel sources like hydroelectric and nuclear power—both of which produce zero carbon emissions.

While concerns about bitcoin mining's energy consumption persist—particularly regarding reliance on non-renewable sources—there is often less recognition of its positive role in enhancing grid stability and strengthening energy infrastructure. At TeraWulf, we believe responsible mining practices can improve grid efficiency and resilience while accelerating the broader transition to clean energy.

Our Lake Mariner Facility plays a critical role in stabilizing the grid by helping operators balance supply and demand, particularly as intermittent renewable energy sources contribute more power. In 2024, we actively participated in three ancillary demand response programs in New York: the Commercial System Relief Program (CSRP), the Demand Side Ancillary Services Program (DSASP), and the Special Case Resource (SCR) program—reinforcing our commitment to grid reliability.

As of December 31, 2024, the energy powering our mining operations came from predominantly clean sources, primarily hydro and nuclear. Sustainability is embedded in our business strategy, driving operational efficiencies through cost-effective design and the use of carbon-free energy. We believe this approach differentiates TeraWulf in the industry—allowing us to attract and retain customers, generate strong cash flow, and mitigate operational risks.

Below is a breakdown detailing the regional and location-specific, as applicable, energy sources utilized to operate our bitcoin mining facilities for the year ended December 31, 2024:

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Percentage of energy consumption by facility	Lake Mariner Facility ⁽¹⁾	Nautilus Cryptomine Facility
Zero Carbon ⁽²⁾	93.0%	100.0%
Carbon ⁽³⁾	7.0%	0.0%
Total	100.0%	100.0%

⁽¹⁾ Source: NYISO's 2021-2040 System & Resource Outlook.

⁽²⁾ Zero carbon usage includes hydro, nuclear, solar and wind power resources.

⁽³⁾ Carbon usage includes coal and gas power resources.

Our Strengths

Vertical Integration

TeraWulf's ownership of its digital infrastructure—spanning bitcoin mining and HPC hosting—ensures operational efficiency, cost control, and reliability. Managing complex energy assets requires specialized expertise, and direct ownership enables seamless execution, supply chain oversight, and accountability. This approach enhances transparency for stakeholders while reinforcing TeraWulf's commitment to sustainability and community engagement. By controlling its infrastructure, TeraWulf drives long-term success, resilience, and responsible growth.

Environmentally Clean

TeraWulf leads in sustainable bitcoin mining and HPC hosting, with the Lake Mariner Facility's energy sourced from predominantly zero-carbon resources, primarily hydro and nuclear power, per NYISO. Our efficient design and sourcing of carbon-free energy enhance sustainability, attract customers, and drive cash flow. As demand for compute infrastructure accelerates, TeraWulf is strategically leveraging its scalable infrastructure and low-cost, predominantly zero-carbon energy advantage to support both bitcoin mining and HPC hosting.

Low-Cost Energy Supply

TeraWulf expects to maintain one of the industry's lowest electricity costs, estimated at approximately \$0.045 per kilowatt-hour over the long term. Historically, market power costs at the Lake Mariner Facility have averaged around \$0.040 per kilowatt-hour. Strategically located at structurally congested point in New York, the Lake Mariner Facility is well-positioned to optimize power usage and provide ancillary services to the electrical grid.

Scale Rapidly with Proprietary Expansion Pipeline

TeraWulf's growth is fueled by its access to high-power operational data center capacity, competitive power arrangements, and deep expertise in energy infrastructure and operations. We strategically manage our assets to maximize cash flow and drive cost efficiencies, leveraging our scale for optimal performance. The Lake Mariner Facility can rapidly scale to 500 MW in the near term and up to 750 MW with targeted transmission upgrades. With a low-cost, predominantly zero-carbon power supply, TeraWulf is uniquely positioned to meet the surging demand for bitcoin mining and HPC hosting, solidifying its leadership in sustainable digital infrastructure.

Experienced Team

TeraWulf's senior management team brings decades of experience in the energy infrastructure sector, with a proven track record as developers, owners, and operators of large-scale energy assets in the U.S. and internationally. This deep industry expertise provides us with a significant competitive advantage, positioning TeraWulf at the forefront of energy-efficient digital infrastructure. To align leadership incentives with long-term shareholder value, a substantial portion of senior management and director compensation is in the form of common equity interests in the Company.

Additionally, TeraWulf benefits from the expertise and support of Beowulf Electricity & Data Inc. ("Beowulf E&D"), which operates under the leadership of TeraWulf's CEO. With more than 30 years of collective experience managing large-scale energy facilities, the Beowulf E&D team plays a critical role in ensuring the efficient development and operation of TeraWulf's data center facilities.

Competition

We operate in a highly competitive industry with a growing number and scale of participants.

We compete with mining operations throughout the world to complete new blocks on the blockchain and earn the reward in the form of bitcoin. We compete on the basis of our total number of miners, the degree of mining difficulty, the efficiency of our mining operations and the fiat value of the mining reward.

With the fluctuation of bitcoin prices, we acknowledge the potential for additional miners to enter the market during periods of price increases. Conversely, during periods of price decline, less efficient miners may find it economically challenging to remain operational. We are confident TeraWulf maintains a competitive advantage by offering some of the most cost-effective unit economics in comparison to other publicly traded bitcoin miners.

The success of our HPC hosting and colocation services will greatly depend on our ability to retain and develop opportunities with our existing customer, attract new customers, and secure additional infrastructure. We compete with a diverse range of providers, including major data center real estate investment trusts (REITs), data center developers, hyperscalers, and bitcoin miners with infrastructure suited for HPC hosting. This competition is primarily centered on securing and developing high-power sites, as well as attracting the necessary capital to build or retrofit facilities for HPC workloads.

We believe our scalable digital infrastructure capacity, combined with the energy expertise, industry knowledge, and strong relationships of our development and operations team, uniquely position us to meet the surging demand for HPC infrastructure effectively.

Mining Equipment

We own specialized mining computers configured for the purpose of validating transactions on the bitcoin network. Substantially all of the miners we own were manufactured by Bitmain and incorporate application-specific integrated circuit (“ASIC”) chips specialized to solve blocks on the bitcoin blockchain in return for bitcoin digital asset rewards. As of December 31, 2024, we had deployed approximately 62,000 bitcoin miners at the Lake Mariner Facility, which represented 9.7 EH/s of self-mining capacity.

Suppliers

We have periodically entered into agreements with Bitmain to supply the majority of miners for our operations. Like agreements with other mining equipment manufacturers, these contracts typically require significant deposits paid months in advance of delivery, followed by additional monthly installment payments. These agreements also include terms that are generally favorable to the manufacturer.

Research and Development

TeraWulf's strategic investments in research and development drive innovation across power management, data center infrastructure, and HPC hosting. Our expertise in designing, constructing, and operating proprietary data centers at scale sets us apart in the market.

With deep experience in mining equipment installation, operation, and optimization, we continuously refine our data center designs to maximize hardware performance and longevity. Leveraging our extensive knowledge of data center architecture and systems integration, we are evolving digital asset mining infrastructure to support the rigorous demands of HPC hosting. Our proprietary designs accommodate higher rack energy densities, meeting the increasing computational needs of AI and other advanced applications.

Additionally, we continuously seek to develop and/or identify hardware and software solutions to enhance operational efficiency and infrastructure management. Through sustained investment in research and development, we are expanding our platform capabilities, reinforcing our leadership in digital asset mining, and positioning ourselves for long-term growth in HPC hosting.

Regulation

Due to the relatively short history of digital assets, and their emergence as a new asset class, government regulation of blockchain and digital assets is constantly evolving, with increased interest expressed by U.S. and

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international regulators. We anticipate a heightened focus on regulatory oversight in the near future, and the potential ramifications of forthcoming regulations on our operations remain uncertain.

TeraWulf conscientiously monitors public policy and relevant legislation across all jurisdictions in which we operate. Our primary objective is to provide policymakers with informed insights and advocate for measures that promote the welfare of our employees and align with the overarching goals of the Company. Additionally, we strategically engage with carefully selected industry associations to collaboratively advance our public policy and business objectives.

Intellectual Property

TeraWulf utilizes specific hardware and software tailored for both its bitcoin mining operations and HPC hosting. Given the prevalence of open-source technology in the blockchain, cryptocurrency, and computing sectors, certain source code and software components may be subject to open-source licenses. In such cases, we strictly adhere to the terms outlined in the respective license agreements.

At present, TeraWulf neither possesses nor intends to pursue patents for its existing or planned bitcoin mining or HPC hosting operations. Instead, we safeguard our competitive advantages through trade secrets, trademarks, service marks, trade names, copyrights, and other intellectual property rights. Additionally, we anticipate procuring licenses for utilizing intellectual property rights owned and managed by third parties. In the future, TeraWulf may develop proprietary software applications to optimize and enhance both our cryptocurrency operations as well as our HPC hosting services.

Human Capital Resource Management

As of the date of this Annual Report on Form 10-K (the “Annual Report”), TeraWulf has 12 full-time employees and officers. Additionally, employees of Beowulf E&D, a business overseen by TeraWulf’s CEO, support the Company’s ongoing business, including, among others, services related to construction, technical and engineering, operations and maintenance, procurement, information technology, finance and accounting, human resources, legal, risk management and external affairs consultation. All of TeraWulf’s and Beowulf E&D’s employees are located in the United States, primarily in New York, Maryland and Colorado. None of TeraWulf’s or Beowulf E&D’s employees are represented by a labor union or covered by collective bargaining agreements, and we have not experienced any work stoppages.

We recognize the pivotal role played by our workforce in the Company’s success and prioritize their well-being and dedication. To support our employees, TeraWulf offers a comprehensive benefits program tailored to their needs. This program encompasses a 401(k) retirement plan, flexible work hours, ample leave policies, and initiatives aimed at promoting mental and physical well-being. In accordance with our commitment to employee satisfaction, we conduct annual evaluations of our benefits offerings to ensure they remain aligned with the evolving needs of our workforce. Feedback from employees is actively sought to facilitate continuous improvement of our support systems.

Furthermore, each employee of TeraWulf and many employees of Beowulf E&D hold ownership in the Company through equity awards granted under our 2021 Omnibus Incentive Plan (the “Plan”). The primary objective of the Plan is to attract, retain, and motivate employees, executive officers, and directors through the provision of stock-based compensation awards.

Diversity, Equity and Inclusion

TeraWulf is dedicated to cultivating a diverse and inclusive workforce. We prioritize hiring and recruitment based on merit and qualifications, recognizing the inherent value of varied perspectives and experiences.

The Company’s Diversity Policy serves as a fundamental framework, outlining TeraWulf’s commitment to fostering an inclusive environment where all individuals are treated with respect and esteem. We believe that embracing a range of perspectives not only enhances our organizational culture but also bolsters our capacity to respond to change and stimulate innovation.

Cybersecurity

TeraWulf has adopted a thorough strategy for information security and data governance, incorporating physical, procedural, and technical safeguards. These measures aim to safeguard sensitive information and protect our operations against unauthorized access. The Company has established a cybersecurity risk management program detailed in our Information Security and Cybersecurity Policy. This policy is designed to uphold the confidentiality, integrity, and availability of our critical systems and information.

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As of the current filing date, we have not encountered significant impacts from recognized cybersecurity threats on our operations, business strategy, financial condition, or results of operations.

Insurance

For our Lake Mariner Facility, we carry replacement cost all-risk property insurance with a coverage limit of \$100 million per occurrence. Given the current scarcity of business interruption insurance options for bitcoin mining, we actively monitor the global insurance market for alternative solutions. We also maintain separate cyber liability insurance policies with an aggregate limit of \$10 million. Each year, we engage our insurance broker to solicit proposals from underwriters, either to renew our existing coverages or to update our policies as needed.

Corporate Information

TeraWulf was incorporated under the laws of the State of Delaware in February 2021 and commenced trading on The Nasdaq Stock Market LLC (the "Nasdaq") under the symbol "WULF" on December 14, 2021. Our principal executive offices are located at 9 Federal Street, Easton, Maryland 21601. Our telephone number is (410) 770-9500 and our website address is www.terawulf.com. Please note that the contents of, or information accessible through, our website are not part of this Annual Report.

Available Information

We maintain a link to investor relations information on our website, www.terawulf.com, where we make available, free of charge, our filings with the United States Securities and Exchange Commission ("SEC"), including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. All SEC filings are also available at the SEC's website at www.sec.gov. Our website and the information contained on or connected to our website are not incorporated by reference herein, and our web address is included as an inactive textual reference only.

Forward-Looking Statements

This Annual Report contains "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, which involve risks and uncertainties. All statements other than statements of historical facts contained in this Annual Report, including statements regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management, and expected market growth are forward-looking statements. These forward-looking statements are contained principally in the sections entitled "Risk Factors" and "Use of Proceeds." Without limiting the generality of the preceding sentence, any time we use the words "expects," "intends," "will," "anticipates," "believes," "confident," "continue," "propose," "seeks," "could," "may," "should," "estimates," "forecasts," "might," "goals," "objectives," "targets," "planned," "projects," and, in each case, their negative or other various or comparable terminology and similar expressions, we intend to clearly express that the information deals with possible future events and is forward-looking in nature. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. For TeraWulf, particular uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements include, without limitation:

- conditions in the cryptocurrency mining industry, including any prolonged substantial reduction in cryptocurrency prices, and specifically, the value of bitcoin, which could cause a decline in the demand for TeraWulf's services;
- competition among the various providers of data mining services;
- the need to raise additional capital to meet our business requirements in the future, which may be costly or difficult to obtain or may not be obtained (in whole or in part) and, if obtained, could significantly dilute the ownership interests of TeraWulf's shareholders;
- the ability to implement certain business objectives and the ability to timely and cost-effectively execute integrated projects;

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- adverse geopolitical or economic conditions, including a high inflationary environment and the implementation of new tariffs and more restrictive trade regulations;
- security threats or unauthorized or impermissible access to our data centers, our operations or our digital wallet;
- counterparty risk with respect to our digital asset custodian and our mining pool provider;
- employment workforce factors, including the loss of key employees;
- changes in governmental safety, health, environmental and other regulations, which could require significant expenditures;
- liability related to the use of TeraWulf's services;
- currency exchange rate fluctuations; and
- other risks, uncertainties and factors included or incorporated by reference in this Annual Report, including those set forth under "Risk Factors" in this Annual Report.

These forward-looking statements reflect our views with respect to future events as of the date of this Annual Report and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent our estimates and assumptions only as of the date of this Annual Report and, except as required by law, we undertake no obligation to update or review publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this Annual Report. We anticipate that subsequent events and developments will cause our views to change. You should read this Annual Report completely and with the understanding that our actual future results may be materially different from what we expect. Our forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures or investments we may undertake. We qualify all of our forward-looking statements by these cautionary statements.

Risk Factor Summary

Below is a summary of the principal factors that make an investment in our common stock speculative or risky. This summary does not address all of the risks we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below and should be carefully considered, together with other information included in this Annual Report. See "Item 1A—Risk Factors."

Risks Related to Our Business

- Our HPC business strategy may not perform as planned.
- If we fail to increase our hash rate, we may be unable to compete, and our results of operations could suffer.
- We expect the cost of acquiring new miners to continue to be affected by the ongoing global supply chain crisis.
- We may not be able to timely complete our future strategic growth initiatives or within our anticipated cost estimates, if at all.
- We may be unable to access sufficient additional capital for future strategic growth initiatives.
- Expansion of our Lake Mariner Facility potentially exposes us to additional risks.
- We have financed our strategic growth by issuing new shares of our common stock in public offerings, which dilutes the ownership interests of our current stockholders, and which may adversely affect the market price of our securities.

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- We have a history of operating losses, and we may report additional operating losses in the future.
- The lack of regulation of digital asset exchanges which bitcoin, and other cryptocurrencies, are traded on may expose us to the effects of negative publicity resulting from fraudulent actors in the cryptocurrency space and can adversely affect an investment in the Company.

Risks Related to the Price of Bitcoin

- Our ability to achieve profitability is largely dependent on the price of bitcoin, which has historically been volatile.
- Bitcoin market exposure to financially troubled cryptocurrency-related companies may impact our reputation, the price of bitcoin and the profitability of our bitcoin mining operations.
- Bitcoin is subject to halving, and our bitcoin mining operations may generate less revenue as a result.
- Transaction fees may decrease demand for bitcoin and prevent expansion.
- Bitcoin faces significant scaling obstacles that can lead to high fees or slow transaction settlement times.

Risks Related to our Operations

- To remain competitive in our industry, we seek to grow our hash rate to match the growing network hash rate and increasing network difficulty of the bitcoin blockchain, and if we are unable to grow our hash rate at pace with the global network hash rate, our chance of earning bitcoin from our mining operations would decline.
- Because our miners are designed specifically to mine bitcoin and may not be readily adaptable to other uses, a sustained decline in bitcoin's value could adversely affect our business and results of operations.
- Our reliance on third-party miners may subject our operations to an increased risk of design flaws.
- Our use of a third-party mining pool exposes us to certain risks.
- We may not be able to realize the benefits of forks.
- Cyber-attacks, data breaches or malware may disrupt our operations and trigger significant liability for us, which could harm our operating results and financial condition, and damage our reputation or otherwise materially harm our business.
- Incorrect or fraudulent bitcoin transactions may be irreversible and we could lose access to our bitcoin.
- Our business could be harmed by prolonged power and internet outages, shortages, or capacity constraints.
- Digital assets held by the Company are not subject to FDIC or SIPC protections.

Risks Related to Governmental Regulation and Enforcement

- Changing environmental regulation and public energy policy may expose our business to new risks.
- Regulatory changes or actions may alter the nature of an investment in us or restrict the use of cryptocurrencies in a manner that adversely affects our business, prospects, or operations.
- The implementation of new tariffs, more restrictive trade policies or the renegotiation of existing U.S. trade agreements may adversely affect our business, prospects, or operations.
- Our interactions with a blockchain may expose us to specially designated nationals ("SDN") or blocked persons and new legislation or regulation could adversely impact our business or the market for cryptocurrencies.

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- Bitcoin and bitcoin mining, as well as cryptocurrencies generally, may be made illegal in certain jurisdictions, including the ones we operate in, which could adversely affect our business prospects and operations.

Risks Related to Ownership of our Common Stock

- The trading price of shares of our common stock has been subject to volatility.
- We have financed our strategic growth through our at-the-market (“ATM”) offerings and issuances of our common stock. Holders of our common stock may experience dilution as a result of such issuances.
- We previously identified material weaknesses in our internal control over financial reporting and may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, any of which may result in material misstatements of our financial statements or cause us to fail to meet our periodic reporting obligations.

ITEM 1A. Risk Factors

Our business faces many risks. Before deciding whether to invest in our common stock, you should carefully consider the risk factors discussed in this Annual Report. If any of the risks or uncertainties described herein actually occurs, our business, financial condition, results of operations or cash flow could be materially and adversely affected. This could cause the trading price of our common stock to decline, resulting in a loss of all or part of your investment. The risks and uncertainties we have described are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business operations.

Risks Related to Our Business

Our HPC business strategy may not perform as planned.

We believe the potential for HPC hosting complements our current business model with expected stable, long-term and high margin revenue. We also believe that using our existing infrastructure for HPC customers provides more consistent dollar-based revenue and substantially less risk than our traditional bitcoin mining customers or our bitcoin self-mining operations. However, the success of our HPC hosting services may not develop as anticipated, and may be affected by factors such as the reliability and timing of power supply, supply chain disruption (including local labor availability), the implementation of new tariffs and more restrictive trade regulations and changes in in-house specialized expertise to manage the business. A failure to successfully implement our HPC business strategy may adversely affect our business, prospects, or operations.

If we fail to increase our hash rate, we may be unable to compete, and our results of operations could suffer.

Generally, a bitcoin miner's chance of solving a block on the bitcoin blockchain and earning a bitcoin reward is a function of the miner's hash rate (i.e., the amount of computing power devoted to supporting the bitcoin blockchain), relative to the global network hash rate. As greater adoption of bitcoin occurs, we expect the demand for bitcoin will increase further, drawing more mining companies into the industry and thereby increasing the global network hash rate. As new and more powerful miners are deployed, the global network hash rate will continue to increase, meaning a miner's chance of earning bitcoin rewards will decline unless it deploys additional hash rate at pace with the industry. Accordingly, to compete in this highly competitive industry, we believe we will need to continue to acquire new miners, both to replace those lost to ordinary wear-and-tear and other damage, and to increase our hash rate to keep up with a growing global network hash rate.

We plan to increase our hash rate by acquiring newer, more effective and energy-efficient miners. These new miners are highly specialized servers that are very difficult to produce at scale. As a result, there are limited producers capable of producing large numbers of sufficiently effective miners, and, as demand for new miners has increased in response to increased bitcoin prices, we have observed the price of these new miners has increased. If we are unable to acquire enough new miners or access sufficient capital to fund our acquisitions, the results of our operations and financial condition could be adversely affected, as could investments in our securities.

We expect the cost of acquiring new miners and other digital infrastructure equipment to continue to be affected by ongoing challenges to the global supply chain.

Similarly, ongoing challenges to the global supply chain, coupled with increased demand for computer chips and semiconductors and resulting shortages, have resulted in production cost increases affecting the miners we employ in our bitcoin mining operations and other digital infrastructure equipment for our data centers, and their manufacturers have passed on increased production costs to purchasers like us. Therefore, we expect to continue to incur higher than usual costs to obtain and deploy new miners and other digital infrastructure equipment, which could adversely affect our financial condition and results of operations.

We may not be able to timely complete our future strategic growth initiatives or within our anticipated cost estimates, if at all.

While our present expansion projects are proceeding on track with our expectations, we cannot guarantee we will complete these expansions (or any future strategic growth initiatives) on time or within our cost estimates, if at all, due in part to the ongoing challenges to the global supply chain, the implementation of new tariffs and more restrictive trade policies, increased inflation and changing conditions within the United States labor market. If we are unable to complete our planned expansions on schedule and within our anticipated cost estimates, our deployment of newly purchased miners may be delayed, which could affect our competitiveness and our results of operation, which could have a material adverse effect on our financial condition and the market price for our securities.

We may be unable to access sufficient additional capital for future strategic growth initiatives.

The expansion of our miner fleet, our existing mining facilities and our digital infrastructure to support HPC hosting and colocation are capital-intensive projects, and we anticipate that future strategic growth initiatives will likewise continue to be capital-intensive. We expect to raise additional capital to fund these and other future strategic growth initiatives; however, we may be unable to do so in a timely manner, in sufficient quantities, or on terms acceptable to us, if at all. If we are unable to raise the additional capital needed to execute our future strategic growth initiatives, we may be less competitive in our industry and the results of our operations and financial condition may suffer, and the market price for our securities may be materially and adversely affected.

Expansion of our Lake Mariner Facility potentially exposes us to additional risks.

Expansion of our existing mining facilities and digital infrastructure to support HPC hosting and colocation potentially exposes us to additional risks, including risks related to, among other sources: construction delays; lack of availability of parts and/or labor; increased prices as a result, in part, of inflation, and delays for data center equipment; labor disputes and work stoppages, including interruptions in work due to pandemics, epidemics, and other health risks; unanticipated environmental issues and geological problems; delays related to permitting and approvals to commence operations from public agencies and utility companies; and delays in site readiness leading to our failure to meet commitments made in connection with such expansion. All construction-related projects depend on the skill, experience, and attentiveness of our personnel throughout the design and construction process. Should a designer, general contractor, significant subcontractor or key supplier experience financial difficulties or other problems during the design or construction process, we could experience significant delays, increased costs to complete the project and/or other negative impacts to our expected returns.

If we are unable to overcome these risks and additional pressures to complete our expansion and construction projects in a timely manner, if at all, we may not realize their anticipated benefits, and our business and financial condition may suffer as a result.

Economic and geopolitical events and macroeconomic conditions may create increased uncertainty and price changes.

We are subject to price volatility and uncertainty due to geopolitical crises and economic downturns. Such geopolitical crises and global economic downturns may be a result of invasion, or possible invasion by one nation of another, global outbreaks of various epidemics or disease, the implementation of new tariffs and more restrictive trade regulations, leading to increased inflation and supply chain volatility. Such crises will likely continue to have an effect on our ability to do business in a cost-effective manner. Inflation has caused the price of materials to increase leading to increased expenses to our business. Global crises and economic downturns may also have the effect of discouraging investment in bitcoin as investors shift their investments to less volatile assets. Such shifts could have a materially adverse effect on our business, operations and the value of the bitcoin we mine.

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Sustaining our growth plans will require the ongoing readiness and solvency of our suppliers and vendors, a stable and motivated production workforce, and government cooperation, each of which may be affected by macroeconomic factors outside of our immediate control. We cannot predict the duration or direction of current or new global trends or their sustained impact. Ultimately, we continue to monitor macroeconomic conditions to remain flexible and to optimize and evolve our business as appropriate, and we will have to accurately project demand and infrastructure requirements globally and deploy our workforce and capital resources accordingly. If we experience unfavorable global market conditions, or if we cannot or do not maintain operations at a scope that is commensurate with such conditions or are later required to or choose to suspend such operations, our business, prospects, financial condition, and operating results may be harmed.

Enhanced tariff, import/export restrictions, or other trade barriers may have an adverse impact on global economic conditions.

There have been, and continue to be, uncertainties with respect to the global economy and trade relations between the U.S. and other countries globally, including trade policies, treaties, tariffs, and customs duties and taxes. Implementation of more restrictive trade policies or the renegotiation of existing U.S. trade agreements or trade agreements of other countries where we procure supplies and materials for our digital infrastructure could negatively impact our business results of operations, cash flows, and financial condition. Tariffs, sanctions and other barriers to trade could adversely affect the business of our customers and suppliers, which could in turn negatively impact our net revenue and results of operations. If tariffs, trade restrictions or trade barriers are expanded or increased, then our exposure to future taxes and duties on imported products and components could be significant and could have a material effect on our financial results.

We cannot predict the extent to which the U.S. or other countries will impose new or additional quotas, duties, tariffs, taxes, or other similar restrictions upon the import of goods and services in the future, nor can we predict future trade policy or the terms of any renegotiated trade agreements and their impact on our business. The continuing adoption or expansion of trade restrictions, the occurrence of a trade war, or other governmental action related to tariffs or trade agreements or policies has the potential to adversely impact demand for our HPC data centers, our costs, our customers, our suppliers, and the U.S. economy, which in turn could have a material adverse effect on our business, operating results, and financial condition.

We may be harmed by increased costs to procure power, prolonged power outages, shortages or capacity constraints as well as insufficient access to power.

Any power outages, shortages, capacity constraints or significant increases in the cost of power may have an adverse effect on our business and our results of operations.

We rely on third parties, third party infrastructure, governments, and global supplies to provide a sufficient amount of power to maintain our bitcoin mining and HPC data center operations to meet the needs of our current and future HPC hosting and colocation customers. Any limitation on the delivered energy supply could limit our ability to operate our bitcoin mining and HPC data centers. These limitations could have a negative impact on the Lake Mariner Facility or limit our ability to grow our business, which could negatively affect our financial performance and results of operations. Each new HPC data center requires access to significant quantities of electricity. Limitations on generation, transmission and distribution may limit our ability to obtain sufficient power capacity for potential expansion sites or existing markets. Utility companies may impose onerous operating conditions to any approval or provision of power or we may experience significant delays and substantial increased costs to provide the level of electrical service required by our current or future data center designs.

We depend on significant customers for our HPC data centers.

Many factors, including global economic conditions, may cause our HPC data center customers to experience a downturn in their businesses or otherwise experience a lack of liquidity, which may weaken their financial condition and impact our estimates as to the probability of collectability of payments, and ultimately result in their failure to make timely rental and other payments or their default under their agreements with us. Further, the development of new technologies, the adoption of new industry standards or other factors could render our HPC data center customers' current products and services obsolete or unmarketable and contribute to a downturn in their businesses, thereby increasing the likelihood that they default under their leases, become insolvent or file for bankruptcy. If a customer defaults or fails to make timely rent

or other payments, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment, which could adversely affect our financial condition and results of operations.

If a customer becomes a debtor in a case under the U.S. Bankruptcy Code, we cannot evict the customer solely because of the bankruptcy. In addition, the bankruptcy court might authorize the customer to reject and terminate its contracts with us. Our claim against the customer for unpaid, future rent and other payments would be subject to a statutory cap that might be substantially less than the remaining amounts actually owed under their agreements with us. In either case, our claim for unpaid rent and other amounts would likely not be paid in full. Our revenue could be materially adversely affected if a significant customer were to become bankrupt or insolvent, suffer a downturn in its businesses, fail to renew its contract or renew on terms less favorable to us than its current terms.

Our contracts with HPC data center customers could subject us to significant liability.

In the ordinary course of business, we aim to continuously enter into agreements with customers pursuant to which we provide data center space, power, environmental controls, physical security and connectivity products to our HPC hosting and colocation customers. These contracts typically contain indemnification and liability provisions, in addition to service level commitments, which could potentially impose a significant cost on us in the event of losses arising out of certain breaches of such agreements, services to be provided by us or our subcontractors or from third-party claims. HPC data center customers increasingly are looking to pass through their regulatory obligations and other liabilities to their outsourced data center providers and we may not be able to limit our liability or damages in an event of loss suffered by such customer whether as a result of our breach of an agreement or otherwise. If such an event of loss occurred, we could be liable for material monetary damages and could incur significant legal fees in defending against such an action, which could adversely affect our financial condition and results of operations.

We may also develop space specifically for HPC data center customers pursuant to agreements signed prior to beginning or early in the development process. In those cases, if we fail to meet our development obligations under those agreements, these customers may be able to terminate their agreements and we would be required to find a new customer for this space. In addition, in certain circumstances we may lease HPC data center facilities prior to their completion. If we fail to complete the facilities in a timely manner, the customer may be entitled to terminate its agreement, seek damages or penalties against us or pursue other remedies and we may be required to find a new customer for the space. If we are not able to complete an HPC data center in a timely manner, if development costs are higher than we currently estimate, our financial condition, results of operations and cash flow could be materially adversely affected.

Additionally, a customer's decision to lease space and power in our HPC data center typically involves a significant commitment of resources and due diligence on the part of our customers regarding the adequacy of our facilities. As a result, we may expend significant time and resources in pursuing a particular transaction that may not result in revenue. Economic conditions, including market downturns and the implementation of new tariffs and more restrictive trade regulations may impact customers' ability to plan future business activities, which could cause customers to slow spending or delay decision-making. Our inability to adequately manage the risks associated with these developments may adversely affect our business, financial condition and results of operations.

Certain of our agreements with HPC data center customers may include restrictions on providing HPC hosting and colocation services to certain third parties, which could have a material adverse effect on us.

Certain of our customer agreements may prohibit us from providing HPC hosting and colocation services to certain third parties, including competitors of existing HPC data center customers. The existence of such restrictions could hinder our ability to enter into agreements with additional HPC data center customers, which could materially adversely affect our business, financial condition and results of operations.

Failure to successfully integrate acquired businesses could negatively impact our balance sheet and results of operations.

Strategic acquisitions and/or combinations are a component of our growth strategy and the success of any acquisition we make depends in part on our ability to integrate the acquired business and realize anticipated synergies. Integrating acquired businesses may involve unforeseen difficulties, may require a disproportionate amount of our management's attention, and may require us to reallocate our resources, financial or otherwise.

EXHIBIT C

TOWN OF LANSING
LAND USE ORDINANCE

Amended January 17, 2001

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL - LOW DENSITY	RESIDENTIAL - MODERATE DENSITY	RESIDENTIAL - MIXED USE	COMMERCIAL - MIXED USE	INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
A. RESIDENTIAL USES							
1. Dwelling, one-family	P	P	P	P	P	P	N
2. Dwelling, two-family	P	P	P	P	P	P	N
3. Dwelling, conversion of existing building into three or four dwelling units	P	502.0*	502.0*	502.0*	502.0*	502.0*	N
4. Dwelling, multi-family including apartment and condominium	502.0*	N	N	502.0*	N	502.0*	N
5. Dwelling, townhouse	502.0*	N	N	502.0*	N	502.0*	N
6. Dwelling, retirement housing	P	P	SC*	SC* 802.1.	SC* 802.1.	SC* 802.1.	N
7. Dwelling, accessory	P	P	P	P	P	P	P
8. Dwelling, ECHO housing (see Definitions)	P	SC 802.21.	SC 802.21.	SC 802.21.	SC 802.21.	SC 802.21.	SC* 802.21.
9. Dwelling, mobile home	P	P	N	N	P	N	N
10. Mobile home park	SC 802.3.	SC 802.3.	N	N	N	N	N
11. Cluster housing	SC* 802.1.	SC* 802.1.	SC* 802.1.	SC* 802.1.	SC* 802.1.	N	N
12. Cabin or cottage for seasonal occupancy	P	P	P	P	P	N	N
13. Accessory use related to residential development	P	P	P	P	P	P	P
14. Keeping of a customary household pet (see Definitions)	P	P	P	P	P	P	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL - LOW DENSITY	RESIDENTIAL - MODERATE DENSITY	RESIDENTIAL - MIXED USE	COMMERCIAL - MIXED USE	INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
B. COMMUNITY USES.							
1. Government building; public school	P	P	P	P	P	P	N
2. Church, place of public worship and related facility	SC 802.0	SC* 802.4	SC* 802.4	SC* 802.4	SC* 802.4	SC* 802.4	N
3. Community residence	P	P	P	P	P	P	N
4. Playground, park, noncommercial	P	P	P	P	P	P	P
5. Public or private club except rod and gun	P	SP 803.1	N	N	P	SC* 802.1	SC* 802.1
6. Rod and gun club	SP 803.1	N	N	N	N	N	N
7. Cemetery	SC* 802.7	N	N	N	N	N	N
C. BUSINESS USES							
1. Farming - crops	P	P	P	P	P	P	P
2. Farming - dairy	P	N	N	N	P	N	P
3. Farming - poultry	P	N	N	N	P	N	P
4. Farming - livestock	P	N	N	N	P	N	P
5. 4H/similar educational husbandry programs (see Definitions)	P	P	P	P	P	P	P
6. Commercial plant nursery; greenhouse	P	P	SC* 802.8.	SC* 802.8.	P	SC* 802.8.	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL - LOW DENSITY	4 RESIDENTIAL - MODERATE DENSITY	5 RESIDENTIAL - MIXED USE	6 COMMERCIAL - MIXED USE	7 INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
7. Roadside stand	P	P	P	P	P	P	P
8. Bed and breakfast facility	P	P	P	P	P	P	N
9. Rooming house; tourist home	P	P	P	P	P	P	P
10. Nursery school; day care facility	SC 802.0	SC* 802.5	SC* 802.5	SC* 802.5	SC* 802.5	SC* 802.5	N
11. Nursing home; hospital; health related clinic	P	SC* 802.6	SC* 802.6	SC* 802.6	SC* 802.6	SC* 802.6	N
12. Residential (home) business or occupation	P	SC 802.9.	SC 802.9.	SC 802.9.	SC 802.9.	P	P
13. Funeral home	P	SC* 802.10	SC* 802.10	SC* 802.10	SC* 802.10	SC* 802.10	P
14. Public stable, Keeping or raising of horses or ponies	P	SP 803.1.	SP 803.2.7	SP 803.2.7	P	N	N
15. Kennel; animal boarding	P	N	N	N	SP* 803.2.2.	N	SC* 802.11
16. Veterinary hospital	P	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.
17. Commercial recreation outdoors without motors	P	P	P	P	P	P	P
18. Commercial recreation outdoors with motors	SP	SP	N	N	N	SP	SP
19. Commercial recreation indoors	P	P	P	P	P	P	P
20. Commercial premises with liquor license.	P	SP	N	N	SP	SP	SP
21. Motel; hotel	SP* 803.1	P	N	N	P	P	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES; TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL - LOW DENSITY	RESIDENTIAL - MODERATE DENSITY	RESIDENTIAL - MIXED USE	COMMERCIAL - MIXED USE	INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
22. Professional office	P	P	N	SP 803.2.4.	P	P	P
23. Bank; financial institution	P	N	N	N	N	SC 802.0.	SC 802.0.
24. Retail sales, specialty: antiques, crafts and similar independent facility	P	SC 802.0.	N	N	SC 802.0.	P	SC 802.0.
25. Retail sales, general: food, clothing, furniture, floor covering, hardware, variety, lawn and garden supply, pets and similar goods and items, paint, lumber and other building materials and supplies, industrial or agricultural equipment and supplies, plumbing, HVAC, electrical supplies and equipment	P	N	N	N	N	SC 802.0.	SC 802.0.
26. Retail sales, services and storage; marine and water oriented	P	SC 802.0.	N	N	N	SC 802.0.	SC 802.0.
27. Retail sales: mobile home, RV, snowmobile and similar items requiring outdoor storage, new and used car sales, service and repair	P	N	N	N	N	SC 802.0.	SC 802.0.
28. Restaurant or tavern (except fast food)	P	SP 803.1.	N	N	N	SC 802.13.	SC 802.0.
29. Fast food restaurant	P	SP* 803.1.	N	N	N	SP* 803.1.	SP* 803.1.
30. Barber/beauty shop and similar personal services (Not as a home business)	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
31. Convenience (mini) mart	P	SP* 803.1.	N	N	N	SP* 803.1.	SP* 803.1.

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL - LOW DENSITY	4 RESIDENTIAL - MODERATE DENSITY	5 RESIDENTIAL - MIXED USE	6 COMMERCIAL - MIXED USE	7 INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
32. "Mini" commercial warehouse for self- storage	P	SC 802.0.	N	SC 802.0.	N	SC 802.0.	SC 802.0.
33. Vehicular fuel and service (except body work), and car wash	P	N	N	N	N	SP 803.1.	SP* 803.2.5
34. Laundry (self service)	P	N	N	N	N	SC 802.0.	SC 802.0.
35. Adult book/novelty store	SP 803.2.8.	N	N	N	N	N	N
36. Adult entertainment	SP 803.2.8.	N	N	N	N	N	N
D. INDUSTRIAL/RESEARCH USES							
1. Warehouse, storage or wholesaling of nonagricultural goods or materials	SC 802.0.	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
2. Printing and publishing (not a home business)	SC 802.0.	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
3. Commercial assembly: jewelry, leather, fabric, scientific instruments and similar small items, General processing, light manufacturing, assembly (not a home business)	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
4. Agricultural, industrial or educational research, design and production of prototypes	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
5. Use of accessory farm buildings for sale of farm commodities, light fabrication or assembly	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL LOW DENSITY	RESIDENTIAL MODERATE DENSITY	RESIDENTIAL - MIXED USE	COMMERCIAL - MIXED USE	INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
6. Commercial excavation: rock, sand, gravel, salt and similar products	SC 802.0.	N	N	N	N	N	SC 802.0.
7. Natural resource exploration	SC 802.0.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.
8. Truck or motor freight terminal	SC* 802.14.	N	N	N	N	SC 802.0.	SC 802.0.
9. Vehicle body shop, not as part of new or used car sales and service	P	N	N	N	N	SP 803.1.	SP 803.1.
10. Scientific research laboratory	SC 802.0.	N	N	N	SC 802.0.	SC 802.0.	SC 802.0.
E. UTILITY AND MISCELLANEOUS USES							
1. Planned development area	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.
2. Sign/billboard	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.
3. Public utility service and distribution including gas, electric, telephone, water and sewer, TV cable, but excluding substations, storage yards and transmissions towers	P	P	P	P	P	P	P
4. Utility substation, electric or gas transmission lines	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.
5. Wind energy source	P	SP 803.0.	SP 803.0.	SP 803.0.	SP 803.0.	SP 803.0.	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL - LOW DENSITY	4 RESIDENTIAL - MODERATE DENSITY	5 RESIDENTIAL - MIXED USE	6 COMMERCIAL - MIXED USE	7 INDUSTRIAL / RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
6. Solar panel and similar alternative domestic energy source	P	P	P	P	P	P	P
7. Solid waste recycling or transfer operation	SP 803.1.	N	N	N	N	SP 803.1.	SP 803.1.
8. Solid waste landfill	N	N	N	N	N	N	N
9. Communication tower for the commercial or public sector reception or transmission of electronic signals	SC* 802.18.	N	N	N	N	N	SC* 802.18.
10. Junkyard	SC 802.19.	N	N	N	N	N	N
11. Toxic waste disposal	N	N	N	N	N	N	N

TOWN OF LANSING

LAND USE ORDINANCE

Amended July 1, 1998

Clerical Corrections

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL LOW DENSITY	4 RESIDENTIAL- MODERATE DENSITY	5 RESIDENTIAL-MIXED USE	6 COMMERCIAL-MIXED USE	7 INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
A. RESIDENTIAL USES							
1. Dwelling, one-family	P	P	P	P	P	P	N
2. Dwelling, two-family	P	P	P	P	P	P	N
3. Dwelling, conversion of existing building into three or four dwelling units, multi-family including apartment and condominium, townhouse	P	SC 802.0	SC 802.0	SC 802.0	SC 802.0	SC 802.0	N
4. Dwelling, retirement housing	P	P	SC*	SC* 802.1.	SC* 802.1.	SC* 802.1.	N
5. Dwelling, accessory	P	P	P	P	P	P	P
6. Dwelling, ECHO housing (see Definitions)	P	SC 802.21.	SC 802.21.	SC 802.21.	SC 802.21.	SC 802.21.	SC* 802.21.
7. Dwelling, mobile home	P	P	N	N	P	N	N
8. Mobile home park	SC 802.3.	SC 802.3.	N	N	N	N	N
9. Cluster housing	SC* 802.1.	SC* 802.1.	SC* 802.1.	SC* 802.1.	SC* 802.1.	N	N
10. Cabin or cottage for seasonal occupancy	P	P	P	P	P	N	N
11. Accessory use related to residential development	P	P	P	P	P	P	P
12. Keeping of a customary household pet (see Definitions)	P	P	P	P	P	P	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL LOW DENSITY	RESIDENTIAL MODERATE DENSITY	RESIDENTIAL-MIXED USE	COMMERCIAL-MIXED USE	INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
B. COMMUNITY USES.							
1. Government building; public school	P	P	P	P	P	P	N
2. Church, place of public worship and related facility	SP 802.4	SP 802.4	SP 802.4	SP 802.4	SP 802.4	SP 802.4	N
3. Community residence	P	P	P	P	P	P	N
4. Playground, park, noncommercial	P	P	P	P	P	P	P
5. Public or private club except rod and gun	P	SP 803.1	N	N	P	SC 802.1.	SC 802.1.
6. Rod and gun club	SP 803.1	N	N	N	N	N	N
7. Cemetery	SC* 802.7.	N	N	N	N	N	N
C. BUSINESS USES							
1. Farming - crops	P	P	P	P	P	P	P
2. Farming - dairy	P	N	N	N	P	N	P
3. Farming - poultry	P	N	N	N	P	N	P
4. Farming - livestock	P	N	N	N	P	N	P
5. 4H/similar educational husbandry programs (see Definitions)	P	P	P	P	P	P	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL LOW DENSITY	4 RESIDENTIAL- MODERATE DENSITY	5 RESIDENTIAL-MIXED USE	6 COMMERCIAL- MIXED USE	7 INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
6. Commercial plant nursery; greenhouse	P	P	SC* 802.8.	SC* 802.8.	P	SC* 802.8.	P
7. Roadside stand	P	P	P	P	P	P	P
8. Bed and breakfast facility	P	P	P	P	P	P	N
9. Rooming house; tourist home	P	P	P	P	P	P	P
10. Nursery school; day care facility	SC* 802.5.	SC* 802.5.	SC* 802.5.	SC* 802.5.	SC* 802.5.	SC* 802.5.	N
11. Nursing home; hospital; health related clinic	P	SC* 802.6.	SC* 802.6.	SC* 802.6.	SC* 802.6.	SC* 802.6.	N
12. Residential (home) business or occupation	P	SC 802.9.	SC 802.9.	SC 802.9.	SC 802.9.	P	P
13. Funeral home	P	SC* 802.10.	SC* 802.10.	SC* 802.10.	SC* 802.10.	SC* 802.10.	P
14. Public stable, Keeping or raising of horses or ponies	P	SP 803.1.	SP 803.2.7	SP 803.2.7	P	N	N
15. Kennel; animal boarding	P	N	N	N	SP* 803.2.2.	N	SC 802.11.
16. Veterinary hospital	P	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.	SP 803.2.3.
17. Commercial recreation outdoors without motors	P	P	P	P	P	P	P
18. Commercial recreation outdoors with motors	SP	SP	N	N	N	SP	SP
19. Commercial recreation indoors	P	P	P	P	P	P	P

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL LOW DENSITY	4 RESIDENTIAL- MODERATE DENSITY	5 RESIDENTIAL-MIXED USE	6 COMMERCIAL-MIXED USE	7 INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
20. Commercial premises with liquor license.	P	SP	N	N	SP	SP	SP
21. Motel; hotel	SP* 803.1	P	N	N	P	P	P
22. Professional office	P	P	N	SC 803.2.4.	P	P	P
23. Bank; financial institution	P	N	N	N	N	SC 802.0.	SC 802.0.
24. Retail sales, specialty: antiques, crafts and similar independent facility	P	SC 802.0.	N	N	SC 802.0.	P	SC 802.0.
25. Retail sales, general: food, clothing, furniture, floor covering, hardware, variety, lawn and garden supply, pets and similar goods and items, paint, lumber and other building materials and supplies, industrial or agricultural equipment and supplies, plumbing, HVAC, electrical supplies and equipment	P	N	N	N	N	SC 802.0.	SC 802.0.
26. Retail sales, services and storage; marine and water oriented	P	SC 802.0.	N	N	N	SC 802.0.	SC 802.0.
27. Retail sales: mobile home, RV, snowmobile and similar items requiring outdoor storage, new and used car sales, service and repair	P	N	N	N	N	SC 802.0.	SC 802.0.
28. Restaurant or tavern (except fast food)	P	SP 803.1.	N	N.	N	SC 802.13.	SC 802.0.

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL LOW DENSITY	4 RESIDENTIAL- MODERATE DENSITY	5 RESIDENTIAL-MIXED USE	6 COMMERCIAL-MIXED USE	7 INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
29. Fast food restaurant	P	SP* 803.1.	N	N	N	SP* 803.1.	SP* 803.1.
30. Barber/beauty shop and similar personal services (Not as a home business)	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
31. Convenience (mini) mart	P	SP* 803.1.	N	N	N	SP* 803.1.	SP* 803.1.
32. "Mini" commercial warehouse for self- storage	P	SC 802.0.	N	N	N	SC 802.0.	SC 802.0.
33. Vehicular fuel and service (except body work), and car-wash	P	N	N	N	N	SP 803.1.	SP 803.2.5.
34. Laundry (self service)	P	N	N	N	N	SC 802.0.	SC 802.0.
35. Adult book/novelty store	SP 803.2.8.	N	N	N	" N	N	N
36. Adult entertainment	SP 803.2.8.	N	N	N	N	N	N
D. <u>INDUSTRIAL/RESEARCH USES</u>							
1. Warehouse, storage or wholesaling of nonagricultural goods or materials	SC 802.0.	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
2. Printing and publishing (not a home business)	SC 802.0.	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1	2	3	4	5	6	7
	RURAL AGRICULTURAL	LAKESHORE	RESIDENTIAL LOW DENSITY	RESIDENTIAL MODERATE DENSITY	RESIDENTIAL-MIXED USE	COMMERCIAL-MIXED USE	INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
3. Commercial assembly: jewelry, leather, fabric, scientific instruments and similar small items, General processing, light manufacturing, assembly (not a home business)	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
4. Agricultural, industrial or educational research, design and production of prototypes	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
5. Use of accessory farm buildings for sale of farm commodities, light fabrication or assembly	P	N	N	SC 802.0.	SC 802.0.	SC 802.0.	SC 802.0.
6. Commercial excavation: rock, sand, gravel, salt and similar products	SC 802.0.	N	N	N	N	N	SC 802.0.
7. Natural resource exploration	SC 802.0.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.	SC 802.15.
8. Truck or motor freight terminal	SC 802.14.	N	N	N	N	SC 802.0.	SC 802.0.
9. Vehicle body shop, not as part of new or used car sales and service	P	N	N	N	N	SP 803.1.	SP 803.1.
10. Scientific research laboratory	SC 802.0.	N	N	N	SC 802.0.	SC 802.0.	SC 802.0.
E. <u>UTILITY AND MISCELLANEOUS USES</u>							
1. Planned development area	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.	SP 706.0.

SEC. 503. SCHEDULE I: SCHEDULE OF LAND USES OR ACTIVITIES, TOWN OF LANSING

	1 RURAL AGRICULTURAL	2 LAKESHORE	3 RESIDENTIAL LOW DENSITY	4 RESIDENTIAL- MODERATE DENSITY	5 RESIDENTIAL-MIXED USE	6 COMMERCIAL- MIXED USE	7 INDUSTRIAL/ RESEARCH
LAND USE OR ACTIVITY	RA	L1	R1	R2	R3	B1	IR
2. Sign/billboard	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.	SC 802.16.
3. Public utility service and distribution including gas, electric, telephone, water and sewer, TV cable, but excluding substations, storage yards and transmissions towers	P	P	P	P	P	P	P
4. Utility substation, electric or gas transmission lines	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.	SP 803.1.
5. Wind energy source	P	SP 803.0.	SP 803.0.	SC 803.0.	SP 803.0.	SP 803.0.	P
6. Solar panel and similar alternative domestic energy source	P	P	P	P	P	P	P
7. Solid waste recycling or transfer operation	SP 803.1.	N	N	N	N	SP 803.1.	SP 803.1.
8. Solid waste landfill	N	N	N	N	N	N	N
9. Communication tower for the commercial or public sector reception or transmission of electronic signals	SC* 802.18.	N	N	N	N	N	SC* 802.18.
10. Junkyard	SC 802.19.	N	N	N	N	N	N
11. Toxic waste disposal	N	N	N	N	N	N	N

SEC. 504. SCHEDULE II: AREA, FRONTAGE, YARD, HEIGHTS AND COVERAGE REQUIREMENTS,* - TOWN OF LANSING

District	Building Type (see below)	Minimum Lot Area (sf X 1000)		Minimum Road Frontage (Feet)		Minimum Yard Set Back (Feet)			Maximum Building Height (Feet)	Notes (See Next Page)
		w/Public Sewers or Water	wo/Public Sewers or Water	w/Public Sewers or Water	wo/Public Sewers or Water	Front**	Side	Rear		
RA Rural Agricultural	All	Health Dept.	Health Dept.	20	20	30/60	10	10	None	2
L1 Lakeshore	All	Health Dept.	Health Dept.	75 w/Health Dept. Approval	75 w/Health Dept. Approval	20	10	10	35	27 None
R1 Residential Low Density	All	20	Health Dept.	100	150	30/60	12/30	25	35	1,2,3, 5,6,8
R2 Residential Moderate Density	a.	10	And Health Dept.	75	75	30/60	10/25	25	35	1,2,3,5
	b.	6/DU		75	75	30/60	20 ea.	25	35	2,3,5
	c.	10		75	75	30/60	10 ea.	20/6	35	1,2,3,5
R3 Residential Mixed Use	All	Health Dept.	Health Dept.	20	20	30/60	10/25	25	35	1,3,5,6
B1 Commercial	a.	With Health Dept Approval	With Health Dept Approval	75	75	30	10 or less by Site Plan Review	10 or less by Site Plan Review	None	2,5
	b.			75	75				None	2,5
	c.			20/75	20/75				None	2,5,6
IR Industry/Research	All	None	Health Dept.	20	20	30	10 or less by Site Plan Review	10 or less by Site Plan Review	None	2,5

* Footnotes on following page

Building Type: a. = 1 or 2 Dwelling Units; b. = 3 or more Dwelling Units; c. = Non-residential or Mixed Development

EXHIBIT D

Credo Reference

{h,2}good n

from [Merriam-Webster's Dictionary of Law](#)

1

:advancement of prosperity and well-being [for the ~ of the community]

2

:an item of tangible movable personal property having value but usu. excluding money, securities, and negotiable instruments —usu. used in pl.: as

a

pl :all things under section 2-103 of the Uniform Commercial Code that are movable at the time of identification to the contract for sale other than information, the money that is to be paid, investment securities, the subject matter of foreign exchange transactions, and choses in action

b

pl :all things under section 9-102 of the Uniform Commercial Code that are movable at the time that a security interest in them attaches or that are fixtures but excluding money, documents, instruments, accounts, chattel paper, general intangibles, commercial tort claims, deposit accounts, investment property, letter-of-credit rights, letters of credit, and minerals or the like before extraction

consumer goods :goods purchased primarily for personal, family, or household uses

du·ra·ble goods :consumer goods that last and are used for a number of years :**durables**

fungible goods :goods of which any unit is by nature or by usage of trade the equivalent of any other like unit esp. as defined by section 1-201 of the Uniform Commercial Code

future goods :goods that are the subject of a contract but are not yet existing or specified

hard goods :**durable goods** in this entry

house·hold goods :goods used in connection with the home; *specif* :furniture, furnishings, and personal effects used in a dwelling as defined by section 7-209 of the Uniform Commercial Code

mo·bile goods :goods as formerly defined in section 9-103 of the Uniform Commercial Code that are mobile, are of a type (as vehicles) usu. used in more than one jurisdiction, are not covered by a certificate of title, and are either the equipment of a debtor or inventory leased by a debtor

ordinary goods :goods as formerly defined by section 9-103 of the Uniform Commercial Code that are anything other than those covered by a certificate of title, mobile goods, or minerals



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[general intangible](#)

[in Merriam-Webster's Dictionary of Law](#)

:any personal property that is not an account, chattel paper, commercial tort...

[secured transaction](#)

[in Merriam-Webster's Dictionary of Law](#)

:a transaction that is intended to create a security interest in personal property...

[after-acquired](#)

[in Merriam-Webster's Dictionary of Law](#)

:acquired after a certain event (as the perfection of a security interest)...

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pro·duc·er goods :goods (as tools and raw materials) used to produce other goods and satisfy human wants only indirectly

soft goods :consumer goods that are not durable goods

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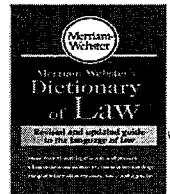
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EXHIBIT E

Cayuga Data Campus: A Clean Future for Lansing

Gain Insight • Provide Information • Answer Questions

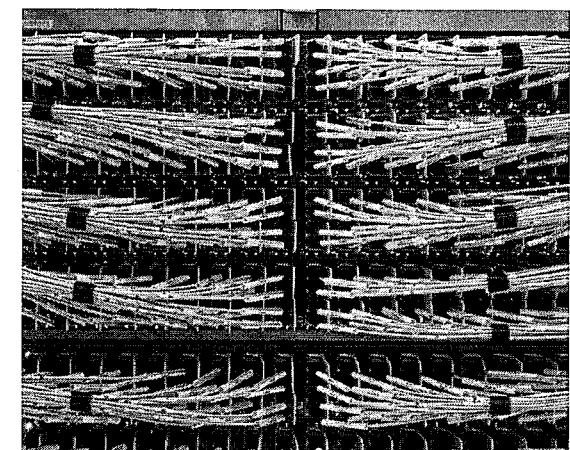
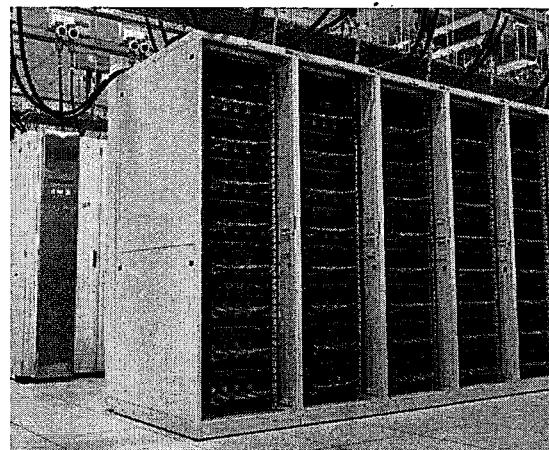
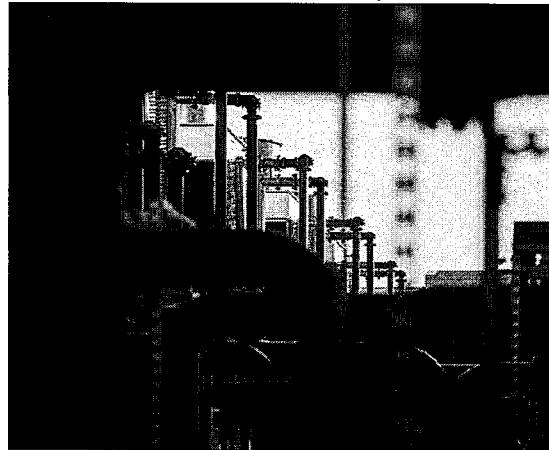
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TERAWULF

What Will Happen Inside the Cayuga Data Campus?

Long-term digital infrastructure forms the backbone of the global computing economy.



TERAWULF BUILDS AND OPERATES DATA CENTER INFRASTRUCTURE

TeraWulf owns and operates the data center infrastructure, leasing space and power to technology partners – a model known as co-location.



PARTNERS BRING GPUs AND SERVERS

- AI training & inference
- Scientific modeling
- High-performance computing

PARTNERS DEPLOY HPC AND AI WORKLOADS

Why It Matters: This is long-term digital infrastructure – not speculative or transient activity – forming the backbone of the global computing economy.

EXHIBIT F

ZONING

270 Attachment 1

Town of Lansing

Schedule I: Schedule of Land Uses or Activities, Town of Lansing
[Amended 7-15-2020 by L.L. No. 3-2020; 4-19-2023 by L.L. No. 3-2023]

KEY:

- P* = Permitted with site plan
- P = Permitted as of right
- SC = Permitted but special conditions apply (see § 270-35)
- SP = Special use permit required (see § 270-36)
- N = Not permitted
- * = Site plan review required (see § 270-27)
- Z = Zoning permit required

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Residential Uses							
Dwelling, one-family	P	P	P	P	P	P	N
Dwelling, two-family	P	P	P	P	P	P	N
Dwelling, conversion of existing building into three or four dwelling units	N	N	P*	SC* § 270-35K	P*	P*	N
Dwelling, multi-family, including apartments and condominium	N	N	P*	P*	P*	N	N
Dwelling, townhouse	N	N	P*	P*	P*	P*	N

LANSING CODE

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Retirement housing	P*	P*	P*	P*	P*	SP* § 270-36B(1)	N
Congregate housing	N	N	P*	P*	P*	P*	N
Shared housing	P*	P*	P*	P*	P*	P*	N
Mother-in-law/accessory	Z	Z	Z	Z	Z	Z	Z
Dwelling, ECHO housing (elder cottage housing opportunity)	SC* § 270-35J						
Dwelling, mobile home	P	N	N	P	N	N	N
Mobile home park (see Ch. 170)	N	N	N	N	N	N	N
Cluster development	SP* § 270-36B(1)	N	N				
Seasonal cabin or cottage	P	N	N	P	N	N	N
Storage unit/containers	N	N	N	Z	Z	Z	Z
Accessory use related to residential development	P	P	P	P	P	P	P
Mixed residential/commercial development	N	N	N	N	P*	P*	N
Community Uses							
Government building; school; related buildings	P*	P*	P*	P*	P*	P*	N

ZONING

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
	L1	R1	R2	R3	B1	B2	IR
Church, place of public worship and related facility	P*	P*	P*	P*	P*	P*	P*
Community residence	P*	P*	P*	P*	P*	P*	N
Playground, park, noncommercial	P	P	P	P	P	P	P
Public or private club (except rod and gun club)	SP* § 270-36A	SP* § 270-36A	SP* § 270-36A	SP* § 270-36A	SP* § 270-36B(1)	SP* § 270-36B(1)	N
Public or private club - sportsmen's club with outdoor shooting	N	N	N	N	N	N	N
Cemetery	N	N	N	N	N	N	N
Youth center, library, museum and theater	P*	P*	P*	P*	P*	P*	N
Business Uses							
Farming – crops	P	P	P	P	P	P	N
Farming – dairy	N	N	N	P	N	N	N
Farming – poultry	N	N	N	SC* § 270-35P	N	N	N
Farming – livestock	N	N	N	SC* § 270-35Q	N	N	N
4H/similar educational husbandry programs (see § 270-6, Definitions)	P	P	P	P	N	N	N

LANSING CODE

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Commercial plant nursery; greenhouse, garden center	N	N	P*	P*	P*	P*	P*
Roadside stand	Z	Z	Z	Z	Z	Z	N
Bed-and-breakfast facility	SC* § 270-35H	SC* § 270-35H	SC* § 270-35H	SC* § 270-35H	SC* § 270-35H	SC* § 270-35H	N
Rooming house; tourist home	N	N	N	N	SC* § 270-35H	SC* § 270-35H	P*
Nursery school; day-care facility	SC* § 270-35C	SC* § 270-35C	SC* § 270-35C	SC* § 270-35C	SC* § 270-35C	SC* § 270-35C	N
Nursing home; hospital; health-related clinic	P*	P*	P*	P*	P*	P*	N
Residential (home) business or occupation	SC* § 270-35D	SC* § 270-35D	SC* § 270-35D	SC* § 270-35D	SC* § 270-35D	SC* § 270-35D	N
Funeral home	N	N	P*	P*	P*	P*	N
Public stable	N	N	N	P*	N	N	N
Kennel; animal boarding	N	N	N	SP* § 270-36B(2)	SC* § 270-35E	SP* § 270-36B(2)	SC* § 270-35E
Keeping or raising of horses or ponies	Z	Z	Z	Z	N	N	N

ZONING

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Veterinary hospital	N	N	N	SP* § 270-36B(3)	SC*/SP* § 270-35F and § 270-36B(3)	SC* § 270-35F	SC* § 270-35F
Keeping of chickens	Z	Z	Z	P	Z	Z	Z
Dog grooming (not as a home business)	N	N	N	P*	P*	P*	N
Commercial recreation: outdoors	SP* § 270-36B(1)	N	SP* § 270-36B(1)	SP* § 270-36B(1)	SP* § 270-36B(1)	SP* § 270-36B(1)	SP* § 270-36B(1)
Commercial recreation: indoors	P*	N	P*	P*	P*	P*	SP* § 270-36B(1)
Motel; hotel	N	N	N	N	SC* § 270-35G	SC* § 270-35G	SC* § 270-35G
Professional or business office (not in a home)	P*	N	N	N	P*	P*	P*
Bank; financial institution	N	N	N	N	P*	P*	P*
Retail sales, specialty; antiques, crafts and similar independent facility	N	N	N	SC* § 270-35I	P*	P*	N

LANSING CODE

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Retail sales, general: food, clothing, furniture, floor covering, hardware, variety, lawn and garden supply, pets and similar goods and items, paint.	N	N	N	N	P*	P*	N
Retail sales: lumber and other building materials and supplies	N	N	N	N	SC* § 270-35L	SC* § 270-35L	N
Retail sales: industrial or agricultural equipment and supplies	N	N	N	N	P*	P*	N
Retail sales, services and storage; marine- and water-oriented	SC* § 270-35M	N	N	N	N	SC* § 270-35M	SC* § 270-35M
Retail sales: mobile home, RV, snowmobile and similar items requiring outdoor storage	N	N	N	N	N	SC* § 270-35M	N
Restaurant or tavern	N	N	N	N	P*	P*	N
Banquet hall/reception venue	N	N	N	N	N	N	N
Barber/beauty shop and similar personal services (not as a home business)	N	N	N	N	P*	P*	N

ZONING

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Photocopying and similar graphic services	N	N	N	N	P*	P*	N
Convenience (mini) mart	N	N	N	N	P*	P*	N
“Mini” commercial warehouse for self-storage	N	N	N	N	N	P*	P*
Vehicular fuel and service (except body work)	N	N	N	N	P*	P*	P*
New and used car sales, including garage service and repair	N	N	N	N	P*	P*	P*
Car wash	N	N	N	N	N	P*	N
Sale of plumbing, HVAC, electrical supplies and equipment (not as a home business)	N	N	N	N	P*	P*	N
Laundry (self-service)	N	N	N	N	P*	P*	N
Sexually oriented business	N	N	N	N	N	N	N
Contractor's/landscaping yard	N	N	N	N	N	P*	P*

LANSING CODE

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Industrial/Research							
Warehouse, storage or wholesaling of nonagricultural goods or materials	N	N	N	N	N	P*	P*
Printing and publishing (not a home business)	N	N	N	N	SC* § 270-35N	SC* § 270-35N	P*
Commercial assembly: jewelry, leather, fabric, scientific instruments and similar items (not a home business)	N	N	N	N	P*	P*	P*
Commercial excavation; rock, sand, gravel, salt and similar near-surface products	N	N	N	N	N	N	N
Natural resource exploration (not a production facility)	SP* § 270-36B(1)	N	N	SP* § 270-36B(1)	N	SP* § 270-36B(1)	SP* § 270-36B(1)
Truck or motor freight terminal	N	N	N	N	N	P*	P*
Vehicle body shop, not as part of new or used car sales and service	N	N	N	N	N	SC* § 270-35O	SC* § 270-35O
Vehicle wrecking and salvage yard	N	N	N	N	N	N	SP* § 270-36B(1)

ZONING

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Agricultural, industrial or educational research, design and production of prototypes (not as a home business)	N	N	N	N	P*	P*	P*
General processing, light manufacturing and assembly	N	N	N	N	P*	P*	P*
Scientific research laboratory	N	N	N	N	P*	P*	P*
Use of accessory farm buildings for sale of farm commodities, light fabrication or assembly	N	N	N	P*	N	N	N
Utility and Miscellaneous Uses							
Public utility service and distribution, including gas, electric, telephone, water and sewer, TV cable, but excluding substations, storage yards and transmission towers	P	P	P	P	P	P	P
Public utility substation, or storage yard	SP* § 270-36B(1)	N	N	SP* § 270-36B(1)	SP* § 270-36B(1)	SP* § 270-36B(1)	SP* § 270-36B(1)

LANSING CODE

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Electric or gas transmission lines	SP* § 270-36B(1)	P*					
Wind energy conversion system	N	N	N	N	N	N	SC* § 270-35S
Non-tower-based wind energy conversion system	Z § 270-20N						
Small-scale solar energy system	Z § 270-20M						
Solar energy facility	N	N	N	N	N	N	SC* § 270-35R
Solid waste recycling or transfer station	N	N	N	N	N	N	SP* § 270-36B(1)
Solid waste landfill	N	N	N	N	N	N	N
Communications tower for the commercial or public sector reception or transmission of electronic signals	N	N	N	N	N	SP* § 270-36B(5)	SP* § 270-36B(5)
Junkyard	N	N	N	N	N	N	SP* § 270-36B(1)
Toxic waste disposal	N	N	N	N	N	N	N
Planned Development Area	SP* § 270-32						

ZONING

Land Use or Activity	Lakeshore	Residential			Commercial		Industrial/Research
		Low Density	Moderate Density	Mixed Use	Mix Use	General Business	
		L1	R1	R2	R3	B1	B2
Small-scale battery energy storage system		P	P	P	P	P	P
Large-scale battery energy storage system		N	N	N	N	SC* § 270-35T	SC* § 270-35T