

EXECUTIVE SUMMARY

Community Benefit Agreement

Crusoe Technologies LLC, with its affiliates (“Crusoe”), in cooperation with Monolith Materials, Inc., with its affiliates, provides the enclosed Community Benefit Agreement related to the application for special permit filed July 15, 2026. As you are aware, Neb. Rev. Stat. § 70-1506(7)(b) requires the owner or operator of a data center to “enter into a community benefit agreement with communities affected by the data center.” This Community Benefit Agreement is enclosed.

Under this Agreement, Crusoe will make a \$160,000 contribution to an independently controlled fund following the start of construction, a \$1 million contribution when the project is operational, and an additional annual contribution of \$150,000 for the next ten years. Use of the funds is directed as follows:

- \$10,000 to reimburse Hallam for administrative costs related to the special permit including legal fees, administrative fees, and monitoring costs
- \$150,000 for Hallam Volunteer Fire and Rescue Inc., to be used to provide training, purchase equipment, and update facilities serving Hallam
- \$1,000,000 and \$1,500,000 over ten years for the benefit of Hallam residents, as directed by community members that make up the five member “Hallam Community Impact Fund Advisory Committee.”

Crusoe has partnered with the Nebraska Community Foundation (“NCF”) to provide independent administration of the fund. NCF brings extensive experience as it currently administers over 265 affiliated funds which benefit 298 communities across Nebraska. NCF’s experience ensures professional reporting, accounting, and accountability, while use of the funds will be as directed by the Committee.

Crusoe is excited to partner with Hallam in this opportunity and please contact us with any questions.

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“Agreement”) is entered into by and among the Village of Hallam, Nebraska, a municipal corporation (“Village”); CES Acquisitions LLC a Delaware limited liability company, (“Operator”); and Nebraska Community Foundation (“NCF”) a Nebraska nonprofit corporation and 501(c)(3) public charity.

Recitals

- A. Operator has proposed construction and operation of a 35 megawatt data center (“Project”) to be located southwest of the intersection of SW 42nd Street and W Pella Road in Lancaster County, Nebraska (“Property”).
- B. The Property is located within zoning jurisdiction of the Village of Hallam.
- C. In coordination with Monolith Materials Inc., Operator has filed an application for approval of the Project as a special use under §11-605 of the Village zoning code (“Special Permit”).
- D. Nebraska law requires the owner or operator of a data center to “enter into a community benefit agreement with communities affected by the data center.” Neb. Rev. Stat. § 70-1506(7)(b).
- E. The Operator intends, in compliance with Nebraska law, to enter into this Agreement.

Agreement

- 1. **Fund Establishment.** This Agreement establishes the **Hallam Community Impact Fund** (the “Fund”) as a donor-advised fund at NCF.
- 2. **Fund Purpose.** The Fund shall be used for the purpose of advancing the health, safety, and welfare of the residents of the Village of Hallam, Nebraska, in accordance with needs identified in the Hallam, Nebraska Comprehensive Plan attached as Exhibit A and incorporated by reference hereto. All disbursements shall be approved by NCF based upon written recommendations from the Hallam Community Impact Fund Advisory Committee described below. Grants from the Fund shall be directed to either a political subdivision or a qualified 501(c)(3) public charity in good standing with the Internal Revenue Service.
- 3. **Contributions.** All contributions to the Fund are irrevocable.
 - A. **Initial Commitment.** Within three months after the commencement of construction of the Project, the Operator shall contribute One Hundred Sixty Thousand Dollars (\$160,000.00) (the “Initial Contribution”) to the Fund.
 - i. **Volunteer Fire.** As soon as reasonably possible after receipt of the Initial Contribution, NCF shall distribute \$150,000.00 to Hallam Volunteer Fire and Rescue Inc., a Nebraska nonprofit corporation for purposes of acquiring equipment, providing training, and updating facilities to serve the volunteer fire department serving Hallam, Nebraska.
 - ii. **Administrative Expense Account.** The remaining \$10,000.00 of the Initial Contribution shall be used to establish an expendable account known as the

Administrative Expense Account. For a period of two years after approval of the Special Permit, the Account shall be used for administrative expenses incurred by the Village of Hallam associated with consideration of or monitoring compliance with the Special Permit. Administrative Expenses shall mean costs and expenses associated with review and consideration of the Special Permit application, monitoring for compliance with conditions of the Special Permit, review of building plans for conformance with building codes, as well as associated legal fees or overtime wages (“Administrative Expense”).

B. **Commitment at Energization.** Within three months after the Effective Date, the Operator shall contribute One Million Dollars and No/100 (\$1,000,000.00) to the Fund.

C. **Ongoing Commitment.** Each year upon the anniversary of the Effective Date for ten years thereafter, the Operator shall contribute an additional One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) to the Fund.

4. **Effective Date.** The Effective Date of this Agreement shall be the date the Project is fully energized, meaning the date on which the full electrical capacity required for the Project is available at the Property and the Project is prepared to receive the full electrical supply.

5. **Hallam Community Impact Fund Advisory Committee.**

A. **Membership.** The Hallam Community Impact Fund Advisory Committee (the “Committee”) shall have five (5) members. One shall be a member of the Village of Hallam Board of Trustees appointed by such Board of Trustees, one shall be a representative of Operator appointed by the Operator (together, the “Standing Members”), and the remaining three (3) members shall be residents of Hallam or individuals residing in the extra territorial jurisdiction of Hallam, selected and appointed by unanimous consent of the Standing Members of the Committee.

B. **Responsibilities.**

i. **Grants and Disbursements.** The Committee will make recommendations to NCF regarding grants and disbursements from the Fund consistent with the purpose set forth above and submit to NCF all recommendations from the Committee on forms provided by NCF. Recipients of grants from the Community Impact Fund shall be notified of the name of the Fund and Operator. The Committee will designate individuals authorized to sign disbursement recommendations from the Fund. NCF will not make any disbursements that would provide more than incidental benefits to the Operator its officers or employees, any member of the Committee, or any family member of a member of the Committee, or that would otherwise be inconsistent with IRS rules and regulations for donor-advised funds.

ii. **Accounts.** The Committee may establish endowed and/or expendable accounts to carry out the purpose of the Fund. In the case of an endowed account, all contributions will be added to the principal of the account with only the portion allowed by NCF policies available for disbursement. In the case of an expendable

account, contributions may be expended in their entirety. NCF will consult with the Committee to ensure the Fund is invested in accordance with the general goals of the Committee.

- iii. **Fund as Component of NCF.** The parties acknowledge that the Fund is a component of NCF and not a separate legal entity. As such, the Committee is not a board or governing body, and it may not enter into contracts or other binding agreements or open a bank account or financial account. Further, the Committee understands it must adhere to NCF Policies, including but not limited to the Donor-Advised Fund Policy & Guidelines, Confidentiality Policy, Conflict of Interest Policy, Gift Acceptance Policy & Guidelines, Inclusiveness and Diversity Policy & Guidelines, and Whistleblower Policy. All Fund communications, including but not limited to press releases, brochures, annual reports, and vendor communications produced by the Fund shall acknowledge the relationship with NCF in accordance with NCF guidelines.

6. Miscellaneous

- A. Recordkeeping. The Committee agrees to provide NCF with all required documentation for contributions and disbursement recommendations. The permanent books and records of the Fund will be maintained by NCF. NCF will provide the Committee, at least annually, with a financial report which includes contributions received, investment income, disbursements, fees, and net assets of the Fund.
- B. Fees. Fees paid by the Fund are used exclusively to support NCF's community building mission. The current fee schedule is attached.
- C. Activity. Donor-advised funds are expected to remain active through regular grant recommendations and/or development of a long-term giving plan. Activities that deem a fund "active" and the steps NCF will take to activate a donor-advised fund are set forth in NCF's Donor-Advised Fund Policy & Guidelines. Operator has been provided a copy of the Donor-Advised Fund Policy & Guidelines.
- D. Variance Power. NCF's Board of Directors retains the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in its sole judgment, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. NCF's Board of Directors may modify the restriction without obtaining the approval of any participating trustee, custodian, or agent of the organization or fund.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska.
- F. Assignability. Operator may assign this Agreement upon prompt written notice to Village, NCF, and the Committee of such assignment.
- G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- H. Severability. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

- I. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- J. Third Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not a party hereto.
- K. Notices. Any notices required under this Agreement shall be deemed appropriately given if personally delivered or if sent by registered or certified mail, postage prepaid, return receipt requested addressed to each party as stated below.
- L. Amendments. This Agreement can only be amended or modified in writing signed by the parties to this Agreement.
- M. Further Assurances. Each party to this Agreement will cooperate in good faith with the others and shall do any and all acts and execute and acknowledge and deliver any and all documents reasonably requested to carry out the intent and purposes of this Agreement.
- N. Recitals. The above Recitals are incorporated into and made a part of this Agreement.

FOR THE OPERATOR:

CES Acquisitions LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

FOR NCF:

**Nebraska Community Foundation
a Nebraska nonprofit corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

FOR VILLAGE OF HALLAM, NEBRASKA:

Attest:

**Village of Hallam, Nebraska,
a municipal corporation**

Robin Likens, Village Clerk

By: _____
Gary Vocasek, Village Chairperson

Date: _____

Date: _____

Exhibit A

Hallam Comprehensive Plan

[To be attached]

Exhibit B
Fee Schedule

NCF FEES FOR DONOR-ADVISED AFFILIATED FUNDS

Effective January 1, 2024

Fees paid by affiliated funds are used exclusively to support Nebraska Community Foundation's community-building mission. They help cover a portion of the costs associated with a wide array of support services provided to donor-advised affiliated funds. Services include ongoing training, coaching, fundraising and gift planning assistance for Fund Advisory Committees; marketing, outreach and education; all accounting for contributions and distributions; ensuring IRS and other tax compliance; tax return preparation; audit; and investment management.

MINIMUM OPENING BALANCE

Having a beginning balance of at least \$100,000 ensures that the fund is being established with serious intention and will have meaningful charitable impact.

\$100,000

START-UP FEE

The minimal start-up fee for accounts makes it easy to establish new accounts for specific charitable purposes. Having separate accounts enables us to accurately track contributions and expenditures to demonstrate compliance with donor intent.

Affiliated Fund	\$500
Account	\$50
General and Unrestricted Endowment Accounts	\$0

AFFILIATION FEE

Affiliated Fund	\$100/month*
Account	\$5/month*
General and Unrestricted Endowment, Accounts	\$0/month

*Charged quarterly

SUPPORT FEES

The Support Fee for **Endowed Accounts** (including permanent and term endowment accounts) is calculated on a tiered fee schedule based on the total amount of endowed assets held by the affiliated fund. The fee is charged quarterly at one-quarter of the applicable rates shown below.

First \$1 million	1.25%
Next \$2 million (\$1 million to \$3 million)	.95%
Next \$2 million (\$3 million to \$5 million)	.75%
Next \$5 million (\$5 million to \$10 million)	.50%
Amount over \$10 million	.25%

The Support Fee for **Expendable Accounts** is calculated as a percentage of the distributions from expendable (non-permanent) accounts and is charged monthly; the rate is determined by the amount of total assets (both endowed and non-permanent) held by the affiliated fund at the beginning of the quarter.

Total assets of \$100,000 or less	3.50%
\$100,001 to \$500,000	3.00%
\$500,001 to \$1,000,000	2.50%
Over \$1,000,000	Variable (to be discussed with NCF)

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SCHOLARSHIP COMPLIANCE FEE

These fees relate to ensuring that scholarship selection procedures and payments are in compliance with the Pension Protection Act of 2006. These fees are in addition to the applicable Support Fee.

Scholarship Selection Committee approval	\$300/committee/year
Scholarship payment due diligence and verification	\$20/payment

NOTE: Due to IRS rules, scholarships may be granted by donor-advised funds only in limited circumstances.

ESTATE GIFT FEE

Applicable only to newly-received estate gifts. For endowed gifts (including to permanent and term endowment accounts), this one-time fee is collected after the first year (rather than off the top) to ensure that the full amount can be invested. For expendable gifts, the one-time fee is collected only if the gift is spent in the first year. If an estate gift to an expendable account remains untouched for the entirety of the first year, no estate gift fee will be charged.

Endowed Gifts	Half of first full year's payout (one-time fee)
Expendable Gifts	2.5% of any amount expended in the first twelve months (one-time fee)

FEES FOR VALUE-ADDED SERVICES

Additional fees may be assessed for the provision of value-added services, including but not limited to providing employment or contracting services; extraordinary financial and/or governmental reporting; grant applications; transactional work related to gifts of real and intangible property; extraordinary support to capital campaigns; and customized receipting.

INVESTMENT INCOME

Endowed funds/accounts earn an investment return based on the performance of the investment portfolio in which the fund/account is invested. If the fund holds an aggregate cash balance of \$100,000 or more at the end of each quarter, it will be credited monthly with money market interest to a single account within the fund. Unless directed otherwise in writing, NCF will credit the fund's general account.

Expendable funds/accounts with an aggregate cash balance of \$100,000 or more at the end of each quarter will be credited monthly with money market interest to a single account within the fund. Unless directed otherwise in writing, NCF will credit the fund's general account.



Excellence. Accountability. Impact.™

Committed to Quality and Accountability

Nebraska Community Foundation is confirmed in compliance with National Standards for U.S. Community Foundations as established by the Council on Foundations. This means that NCF meets the nation's highest philanthropic standards for operational quality, integrity, and accountability.