

SPONSOR: 1ST DISTRICT Councilman Mark Kalwinski

RESOLUTION NO. R- 13

A RESOLUTION OF THE HAMMOND COMMON COUNCIL APPROVING THE PAYMENT SET FORTH IN THE COMMUNITY IMPACT PAYMENT AGREEMENT MADE BY AND BETWEEN THE CITY OF HAMMOND, INDIANA, THE CITY OF HAMMOND REDEVELOPMENT COMMISSION AND DECENNIAL GROUP, LLC

WHEREAS, on or about June 3, 2025, the City, the Redevelopment Commission, 301 Digital Crossroads, LLC, Decennial, and CoreWeave, Inc. entered into that certain Development Agreement regarding the development of an approximately 450,000 square foot data center campus, with the project site addresses including 100 Digital Crossroads Drive and 301 Digital Crossroads Drive, Hammond, Indiana; and

WHEREAS, the City of Hammond, Indiana, the City of Hammond Redevelopment Commission, and Decennial Group, LLC entered into a Community Impact Payment Agreement reflecting Decennial's desire to make a payment to a charitable organization; and

WHEREAS, Decennial, in conjunction with the activities described in the Development Agreement, desires to make a twenty-five million dollar (\$25,000,000) Community Impact Payment to a charitable organization (or multiple charitable organizations) related to the City of Hammond, including but not limited to the Hammond Development Corporation (a charitable 501(c)(3) organization), on the terms and conditions set forth below:

- a. The first payment of \$5,000,000 shall be due within thirty (30) days of the groundbreaking of the data center construction project located at 301 Digital Crossroads Drive, Hammond, Indiana, which project is the subject of the Development Agreement.
- b. Additional payments totaling \$4,000,000 shall be paid in increments of \$1,000,000 every ninety (90) days following the date the first payment is made.
- c. The remaining balance of the funds shall be paid within ninety (90) days of completion of the construction contemplated by the Development Agreement.

WHEREAS, the City of Hammond, Indiana, and the City of Hammond Redevelopment Commission are requesting the Hammond Common Council ratify and approve the Community Impact Payment Agreement and the payments to be made;

NOW, THEREFORE, BE IT RESOLVED by the Hammond Common Council, as follows:

1. The Community Impact Payment Agreement among the City of Hammond, Indiana, the City of Hammond Redevelopment Commission, and Decennial Group, LLC attached hereto as Exhibit "A", and the funds to be dispersed per the Agreement, are hereby in all respects approved, ratified and confirmed.
2. This Resolution shall remain in full force and effect after its adoption by the Common Council and approval by the Mayor.

HAMMOND COMMON COUNCIL

By:

Janet Venecz
Janet Venecz, President

ATTEST:

Robert J. Golec
Robert J. Golec, City Clerk

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond to the Mayor of said City for his approval on the 9th day of June, 2026.

Robert J. Golec
Robert J. Golec, City Clerk

The foregoing Resolution No. R13, consisting of two (2) typewritten pages including this page, was Approved by the Mayor on the 9th day of June, 2026.

Thomas M. McDermott, Jr.
Thomas M. McDermott, Jr.
Mayor, City of Hammond

Passed by the Common Council on the 8th day of June, 2026,
and Approved by the Mayor on the 9th day of June, 2026.

Robert J. Golec
Robert J. Golec, City Clerk

COMMUNITY IMPACT PAYMENT AGREEMENT

This **COMMUNITY IMPACT PAYMENT AGREEMENT** (this "Agreement") is made and entered into as of this 19th day of May, 2026 (the "Effective Date"), by and among the **City of Hammond, Indiana**, an Indiana municipal corporation as defined under Indiana Code 5-10-9-1 (the "City"); the **City of Hammond Redevelopment Commission** (the "Redevelopment Commission"); and **Decennial Group, LLC**, a Delaware limited liability company ("Decennial") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on or about June 3, 2025, the City, the Redevelopment Commission, 301 Digital Crossroads, LLC, Decennial, and CoreWeave, Inc. entered into that certain Development Agreement (the "Development Agreement") regarding the development of an approximately 450,000 square foot data center campus, with the project site addresses including 100 Digital Crossroads Drive and 301 Digital Crossroads Drive, Hammond, Indiana; and

WHEREAS, on or about December 16, 2025, the parties to the Development Agreement entered into a First Amendment to Development Agreement extending the contingency deadline therein by sixty (60) days, and then on or about March 3, 2026, entered into a Second Amendment to Development Agreement extending the contingency deadline to June 30, 2026 (the Development Agreement, as so amended, the "Existing Development Agreement"); and

WHEREAS, Decennial, in conjunction with the activities described in the Development Agreement, desires to make a twenty-five million dollar (\$25,000,000) Community Impact Payment (the "Funds") to a charitable organization (or multiple charitable organizations) related to the City of Hammond, including but not limited to the Hammond Development Corporation (a charitable 501(c)(3) organization), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties intend that this Agreement shall constitute a separate, stand-alone contract among the Parties hereto, and shall not modify, amend, or supersede the Existing Development Agreement, which shall remain in full force and effect in accordance with its terms;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Impact Payment. Subject to the terms and conditions of this Agreement (including, without limitation, Section 3 below), Decennial, as directed by the City, shall provide the Funds (\$25,000,000) to a charitable organization, or multiple charitable organizations, related to the City of Hammond, including but not limited to the Hammond Development Corporation. Decennial shall retain limited discretion regarding the recipient of the Funds, but such discretion shall not be unreasonably withheld if the recipient: (A) is a 501(c)(3) organization; (B) has a primary, direct benefit to the citizens of Hammond that is delineated at the time of payment; and (C) does not conflict with any active business engagements or purposes of Decennial.

2. Payment Schedule. Subject to the terms and conditions of this Agreement (including, without limitation, Section 3 below), payment of the Funds (totaling \$25,000,000) shall be made by Decennial as follows:

- a. The first payment of \$5,000,000 shall be due within thirty (30) days of the groundbreaking of the data center construction project located at 301 Digital Crossroads Drive, Hammond, Indiana (the "Project"), which Project is the subject of the Existing Development Agreement.
- b. Additional payments totaling \$4,000,000 shall be paid in increments of \$1,000,000 every ninety (90) days following the date the first payment is made.
- c. The remaining balance of the Funds shall be paid within ninety (90) days of completion of the construction contemplated by the Existing Development Agreement.

3. Developer of Record Contingency. Notwithstanding any other provision of this Agreement, Decennial's obligation to remit the Funds is expressly contingent upon Decennial, either directly or via a subsidiary, maintaining the status of "Developer of Record" at the time the payment of Funds is due. "Developer of Record" is defined as the entity that (a) is the primary

Applicant, Petitioner, and/or Agent for any land use approvals related to the development; (b) holds primary contractual authority to manage construction and development, including interfacing with the City's engineering and planning departments; (c) is the "Project Site Owner" as such term is used by the Indiana Department of Environmental Management under the Construction Stormwater General Permit (CSGP), holding the primary responsibility for the Notice of Intent (NOI); (d) possesses a written "Letter of Agency" or "Development Services Agreement" with the fee simple owner of 301 Digital Crossroads Drive, Hammond, Indiana; or (e) has a comparable status, as determined in the reasonable discretion of Decennial. In the event that Decennial's status as Developer of Record is terminated, transferred, or otherwise superseded by a third party or the fee simple owner without Decennial's express written consent, any and all payment obligations related to the Funds shall immediately nullify and become void. However, in the event that Decennial's status as Developer of Record is changed, terminated, assigned, or eliminated with Decennial's express written consent, all payment obligations related to the Funds shall become immediately due and payable (notwithstanding provisions to the contrary).

4. Relationship to Existing Development Agreement. This Agreement is a separate, stand-alone contract among the Parties hereto. Nothing in this Agreement shall be deemed to modify, amend, supersede, waive, or otherwise affect any provision of the Existing Development Agreement, including, without limitation, the rights or obligations of any party thereto that is not a Party to this Agreement. All terms, conditions, and covenants of the Existing Development Agreement shall remain unaltered and in full force and effect in accordance with their terms.

5. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements among the Parties with respect thereto. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by each of the Parties hereto.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, without reference to its choice of law principles. The Parties consent to the exclusive personal jurisdiction of the Lake Circuit or Superior Courts in Lake County, Indiana for any dispute arising out of or relating to this Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission (including PDF or other electronic format) shall be deemed original signatures for all purposes.

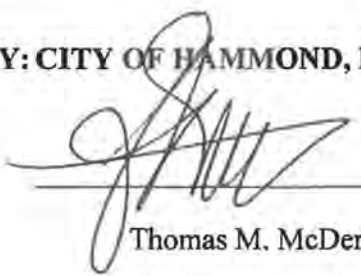
8. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any rights of entitlement that inure to the benefit of any person or entity that is not a Party to this Agreement.

9. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed and all other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

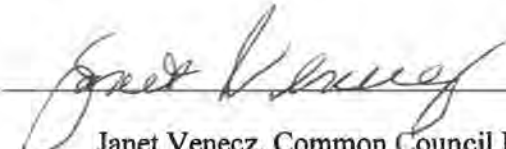
CITY: CITY OF HAMMOND, INDIANA

By: _____


Thomas M. McDermott, Mayor

and

By: _____


Janet Venecz, Common Council President

REDEVELOPMENT COMMISSION: CITY OF HAMMOND REDEVELOPMENT COMMISSION

By: _____



Tony Hauprich, President

ATTEST:

By:

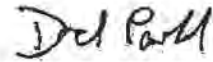

Tiffany Mosley-Shelton, Secretary

DECENNIAL:

DECENNIAL GROUP, LLC,

a Delaware limited liability company

By:



Name: David Pavlik

Title: Manager and Managing Partner