COMMUNITIES FOUNDATION of TEXAS

City of Sanger
Agreement

Amended October 2026

This agreement ("Agreement") is hereby made and entered into between:

1) **City of Sanger**
2) **Communities Foundation of Texas** (CFT), a Texas nonprofit organization

The Agreement is entered into with regard to the (I) Purpose, (II) Distributions, and (III) Reporting on Distributions from CFT to the City of Sanger. This Agreement is valid from the Effective Date (date signed by CFT).

By signing this Agreement, City of Sanger attests that its organization continues and will continue for the term of this Agreement, to be exempt either under 501(c)(3) of the Internal Revenue Code or as a municipality or school district, and the funds will only be used for charitable and educational activities. Funds received by City of Sanger pursuant to this Agreement may not be used to carry on illegal, political or lobbying activities.

Purpose: City of Sanger agrees that each Distribution of $15,000 from the Noble Fund (F-01788) to City of Sanger will be used for: Sanger Fire Department facility or equipment-related needs for the Sanger Fire Department (examples include but are not limited to Sanger Fire Department facility repairs and purchasing new or repairing Sanger Fire Department equipment), hiring new Sanger Fire Department staff, and fire prevention-related education (whether education of Sanger Fire Department personnel or of the general public), all of which shall benefit the Sanger Fire Department's community at large.

In the event City of Sanger is uncertain, or that a potential use or uses of Distributions may not be a permitted otherwise comply with the requirements of this Agreement, City of Sanger shall contact Geronimo Power, LLC at info@geronimopower.com or 952-988-9000 prior to such use of such Distributions to discuss those concerns so that Geronimo Power, LLC, CFT, and City of Sanger can work together in good faith to ensure that the use of any such Distributions are of a permitted use and the requirements of this Agreement. Additionally, any final changes must be reviewed and approved by CFT. All uses of all Distributions shall align with Geronimo Power, LLC's and its affiliates' industries, values and/or businesses.

The Noble Fund intends to continue to make annual, single payment Distributions to City of Sanger for up to twenty (20) years, as long as CFT receives sufficient gifts to the Noble Fund, and City of Sanger continues to use funds as stated above. Nothing in this document creates a legally binding pledge or a guarantee of payment from CFT.

Each Distribution is a single annual payment.

CFT prohibits the use of Distributions for non-charitable or for illegal, political or lobbying activities. All Distributions from the Noble Fund to City of Sanger are subject to CFT trustee approval.

Additionally, City of Sanger accepts responsibility for exercising full control over the expenditure of funds and will abide fully by the terms and conditions of this Agreement established with CFT. Please note that CFT may request the return of any unused funds for any funds not utilized toward the purpose as stated above.

Reporting: City of Sanger will provide CFT with documentation in the form of a short fiscal report and description of the work **executed by thirty (30) days before the one (1) year anniversary of each Distribution.**

Publicity: City of Sanger may acknowledge that a gift has been received from the Noble Fund at Communities Foundation of Texas. Prior to making or distributing to the public any Materials (with such "Materials" defined as all written or oral statements acknowledging Distributions from the Fund or this Agreement that are produced by City of Sanger), City of Sanger shall provide the Materials to Geronimo Power, LLC so that the Materials may be promptly reviewed and approved in advance in writing by Geronimo Power, LLC to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications or social media. Any Materials developed by City of Sanger that reference or quote Geronimo Power, LLC also will be promptly reviewed by and coordinated with Geronimo Power, LLC. This process will be facilitated by Geronimo Power, LLC's (or any successor of Geronimo Power, LLC) Marketing & Communications Department.

Assignment: This Agreement may not be assigned, voluntarily or by operation of law (including without limitation, through City of Sanger's merger, conversion, consolidation, or other change of control of City of Sanger), without the written consent of CFT.

AGREED as of the Effective Date (Date Signed by CFT):

City of Sanger:

_____ _____

Date John Noblitt, City Manager

Communities Foundation of Texas:

_____ _____

Date Robert Kent, Chief Philanthropy Officer

_____ _____

Date Kristine Thomas, Chief Financial Officer & Treasurer