# TRANSMISSION EASEMENT AGREEMENT

## PINAL COUNTY FAIRGROUNDS Property, County of Pinal, State of Arizona

THIS TRANSMISSION EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of May 28, 2025 (the "Effective Date"), by and between **Pinal County, a political subdivision of the State of Arizona,** (together with its transferees, successors and assigns, "Owner"), and **Sundog Energy Center LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"). Each of Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

## RECITALS

A. Owner owns certain real property located in Pinal County, State of Arizona, commonly known as a portion of APN 401-14-0050 (Pinal County Fairgrounds), which contains of 3.492 acres and is being legally described in Exhibit A, attached hereto and by this reference made a part hereof (the "Premises") and shown on the map attached as Exhibit A-1 and incorporated herein; and

B. Owner is authorized to grant this Easement by A.R.S. § 11-251(9); and

C. Grantee desires to obtain certain non-exclusive easements and rights over the Premises, and Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements**.

(a) Conveyance.

(i) Transmission Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement (the "Transmission Easement") on, over, under and across the Premises for the installation, construction, operation, maintenance, repair, replacement, relocation, removal and inspection of electrical transmission facilities, including, without limitation, wires, cables, conduits, and appurtenances thereto, communication lines, and other related facilities, equipment and improvements (the "Transmission Facilities"), allowing the Transmission Facilities on adjacent land to overhang onto the Premises; including permitting electromagnetic, audio, visual, view, light, noise, electrical, radio interference, shadow or other effects attributable to the Transmission Facilities, as the case may be. The location of the Transmission Easement shall be Thirty (30) feet on either side of the line depicted on Exhibit A-1, except where noted otherwise, attached hereto and by this reference made a part hereof (the "Transmission Easement Area").

(ii) Access Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement ("Access Easement") on, over, under and across the Premises, and on, over, under and across any and all access routes to and from the Premises immediately adjacent to the Transmission Easement Area, in order to: (A) conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; (B) access the Transmission Easement Area; (C) construct and maintain roadways to provide access to the Transmission Easement Area for the purposes stated in this Agreement; exercise the rights granted in this Agreement; provided that Grantee shall obtain the prior approval of the County Engineer, such approval not to be unreasonably withheld, conditioned or delayed, for the number and location of access points; and (D) install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities.

(iii) Clearance Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement and right (the "Clearance Easement") to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee, now or hereafter existing in the Transmission Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Transmission Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee. The Transmission Easement, Access Easement and the Clearance Easement are collectively referred to herein as the "Easement".

(b) Title to Transmission Facilities. Grantee, its successors and assigns shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed) from the Premises at any time. Owner shall have no ownership interest in or to any Transmission Facilities. Nothing in this Agreement, however, shall be construed as requiring Grantee to install or operate the Transmission Facilities.

(c) The Easement granted herein shall be for the benefit of the parcel of land leased by Grantee pursuant to that certain Solar Lease and Easement Agreement disclosed by Memorandum of Solar Lease and Easement Agreement, dated September 3, 2020 recorded October 14, 2020 in Fee No. 2020-104235, as amended and as may be further amended from time to time, and the tenant or tenants\s thereof from time to time and their respective successors, assigns, employees, agents, invitees, subtenants and occupants.

2. **Term**.

(a) Term. This Agreement shall be for a term commencing on the Effective Date and continuing until the fortieth (40th) anniversary of the Effective Date ("Original Term") with one (1) optional extension of ten (10) years ("Extended Term"), which may be exercised by mutual agreement of Parties including a negotiated, additional payment amount for the Extended Term.

(b) Grantee Termination. Notwithstanding anything to the contrary set forth in this Agreement, Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, except the indemnification provisions in paragraph 8 below which shall survive termination, effective upon thirty (30) days' prior written notice given by Grantee to Owner. In the event this Agreement is terminated by Grantee in accordance with this paragraph, Owner authorizes Grantee to execute and record a notice of termination evidencing such termination upon receipt of all the payments due at that time together

with any other payments that may become due and payable pursuant to other provisions of this Agreement, including but not limited to the remaining balance, if any, of Total Compensation as set forth in Exhibit B.

(c) Effect of Termination. Upon termination of this Agreement, Grantee shall, as soon as practicable thereafter, but in no event later than twelve (12) months from the date of termination, remove above-ground and below-ground (to a depth of three (3) feet below grade) Transmission Facilities from the Premises; and restore all of the Premises disturbed by Grantee to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.

(d) Owner Termination. Notwithstanding anything to the contrary set forth in this Agreement, Owner shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement in the "event of default" by Grantee effective upon thirty (30) days' prior written notice given by Owner to Grantee. Any of the following events shall constitute default by Grantee: (i) failure to make the payments pursuant to this Agreement, (ii) failure in the performance or observance of any covenant or obligation to be performed by Grantee pursuant to this Agreement if, in either (i) or (ii) Grantee does not cure after the Notice of Default is provided in compliance with Section 6 of this Agreement (and subject to additional cure periods provided in Section 9), (iii) Grantee, its successor or assignee, filing a bankruptcy, and (iv) Act of God causing destruction of the property or Pinal County ceases to exist as a political subdivision of the State of Arizona.

3. **Payments**. In consideration of the rights granted in this Agreement, Grantee shall pay to Owner those amounts set forth herein. The Parties agree that in no event shall Exhibit B be recorded unless both Parties specifically agree in writing. Notwithstanding anything in this Agreement to the contrary, Grantee shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Grantee a completed Internal Revenue Service Form W-9, such Form W-9 to either (i) have been provided by Grantee to Owner prior to execution of this Agreement or (ii) be provided by Grantee to Owner promptly upon execution of this Agreement.

4. **Owner's Representations, Warranties and Covenants**. Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises, has good and marketable title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Agreement, without hindrance or molestation, and Owner shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) No Interference. Owner shall not interfere with, and shall not allow any other party to interfere with, Grantee's use of the Premises for the purposes described in this Agreement, or Grantee's rights under this Agreement. Without limiting the foregoing, Owner shall not, within the Transmission Easement Area: (i) erect or install any buildings, structures, tanks, antennas or other improvements; (ii) place or store flammable materials; plant trees; (iii) place water, sewer or drainage facilities; or (iv) alter the elevation of the existing ground surface by more than one (1) foot without Grantee's consent, which consent shall not be unreasonably withheld. Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement

made by Owner with a third party regarding the Premises (including any of the foregoing related to water, oil, gas or other minerals) shall contain language that states that such third party shall not disturb, interfere with, preclude or destroy Grantee's rights hereunder.

(c) Cooperation. Owner shall assist and fully cooperate with Grantee (including signing in Owner's name, if necessary), at no expense to Owner, in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required or desired by Grantee for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Agreement. Owner shall take no actions that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the location of Transmission Facilities and any other Grantee improvements on or near the Premises that are reasonably necessary, in Grantee's sole and absolute discretion, to carry out Grantee's power-generating activities on or near the Premises. Except as provided in the immediately preceding sentence, Owner's commitment in this paragraph shall in no way be deemed as Owner's approval of any required plans or permit applications nor shall it be deemed to exempt Grantee from otherwise complying with any applicable statutes and the Pinal County Development Services Code.

(d) Liens. Except as may be disclosed in the Real Property Records of Pinal County, or as disclosed by Owner in writing on or prior to the Effective Date, Owner represents to the best of Owner's knowledge that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, or other exceptions that could interfere with Grantee's operations on the Premises, including mechanic's liens. If any of the foregoing arise that are not caused by Grantee, including mechanic's liens that may, in Grantee's reasonable determination, interfere with the development and operation of the Transmission Facilities, then Owner shall fully cooperate and assist Grantee, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded).In the case of monetary liens such as mechanic's liens, Owner agrees to bond over any such liens in an amount that may be reasonably requested by Grantee.

(e) Taxes and Assessments. Owner shall pay all taxes, assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the Premises itself; provided that during the Term Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of Grantee's improvement on the Premises ("Grantee Taxes"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. At Grantee's election, Grantee shall either pay the applicable taxing authority directly, in which case it will promptly provide Owner evidence of such payment, or Grantee shall make such payment directly to Owner. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's

obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

5. **Grantee's Representations, Warranties and Covenants**. Grantee hereby represents, warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Grantee in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, any portion of the Premises disturbed by Grantee and not required for the continuing operation of the Transmission Facilities shall be restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other reasonably necessary steps to prevent soil erosion.

(c) Insurance. Grantee shall maintain Commercial General Liability Insurance with a minimum of $1,000,000 per occurrence and $2,000,000 aggregate, and excess liability coverage of at least $5,000,000. Grantee shall also maintain Auto Liability Insurance in an Agreement of $1,000,000 combined single limit for bodily injury and/or property damage. Grantee shall maintain Workers' Compensation Insurance in the statutory amount with Employer's Liability coverage of $1,000,000 per accident or disease and in aggregate. Grantee's liability is not in any way limited to or affected by the minimums required or carried by Grantee.

(i.) Coverage Provisions and Endorsements. The General Liability Insurance and Auto Liability Insurance policies must contain the following endorsements or provisions:

(1) Owner, its officers, agents, employees, and volunteers as additional insureds;
(2) Primary insurance to any other insurance available to the additional insureds with respect to any claims that arise in connection with this Easement Agreement;
(3) Waiver of rights of recovery or subrogation against the Owner, its officials and employees;
(4) Insurance applies separately to each insured against whom a claim is made or brought, except with respect to the limits;
(5) Policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and
(6) Policies shall afford coverage for all covered claims based on acts, omissions, injury, or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period. No additional insured endorsement shall exclude products/completed operations.
(7) XCU must be endorsed on the policy during any time Grantee work in the easement involves excavating, tunneling or digging.

(ii).Other Requirements.

(1) Cancellation Notices. Grantee shall provide written notice to the Owner of cancellation of coverage, within 10 business days of receipt. Grantee shall provide an updated certificate of insurance to the Owner within 15 days.

(2) Claims-Made Policies. In the event that any required insurance is provided under a claims-made form, Grantee shall continuously maintain such coverage throughout the term of this Agreement, without lapse, and for three years after this Agreement expires or terminates.
(3) Insurer Qualifications. Licensee's insurance providers must be eligible to do business in Arizona and must meet or exceed an A.M. Best's Key Rating A-VI or its equivalent, or otherwise be approved by the Owner.
(4) Proof of Coverage. Grantee shall provide a certificate of insurance evidencing the Owner as a certificate holder evidencing valid and in force coverage.

6. **Default and Remedies**. If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default specifying in detail the default and the requested remedy (the "Notice of Default") from the defaulting Party; provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in the last sentence of this paragraph and Section 9, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any non-monetary default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder.

7. **Assignment**.

(a) Collateral Assignments. Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner to do any of the following with respect to financing all or any portion of the Premises: (i) finance Transmission Facilities with a Mortgagee (as defined in Section 9 below); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, and/or any or all right or interest of Grantee in the Premises or in any or all of the Transmission Facilities.

(b) Non-Collateral Assignments. All of Grantee's interest in this Agreement may be sold, assigned or transferred by Grantee without any approval or consent of Owner to a) Grantee's principal, affiliates, subsidiaries of its principal, or other entity under common control or directly controlled by Grantee, or b) any entity which acquires all or substantially all of Grantee's assets by reason of a merger, acquisition or other business reorganization for purposes of continuing the development or operation of the Transmission Facilities. Grantee shall be relieved of all of its obligations arising under this Agreement from and after the effective date of such assignment of all of Grantee's interest, provided such rights and obligations have been assumed by such transferee and receipt of the prior written notice of such assignment is acknowledged by Owner. As to other parties, this Agreement may not be sold, assigned or transferred by Grantee without the written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. The change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate

dissolution of Grantee shall not constitute an assignment of Grantee's rights under this Agreement and shall not require Owner's consent.

Grantee may not assign a portion of Grantee's interest, grant co-easements or subeasements without the receipt of prior written consent of Owner; which consent shall not be unreasonably withheld. Any assignment of a portion of Grantee's interest, co-easements or subeasements that are entered into by Grantee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

(c) Acquisition of Interest. The acquisition of all of Grantee by another person, including, without limitation, the change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee, shall not constitute an assignment of Grantee's rights under this Agreement and shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the person as Grantee's proper successor upon prior written notice to Owner of such acquisition.

8. **Indemnity**.

(a) Each Party shall defend, indemnify and hold harmless (the "Indemnifying Party") the other Party and such other Party's Related Persons (as defined below) (each, an "Indemnified Party") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from:

(i) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any Related Person thereof, which (i) in Grantee's case, shall include damage to any Transmission Facilities, and (ii) in Owner's case, shall include damage to Owner's property outside the Easement Area,

(ii) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof (including by reason of any hunting on the Premises),

(iii) any default or breach by the Indemnifying Party of any representation, warranty, or covenant which remains uncured beyond applicable cure periods.

(b) Notwithstanding the foregoing, in no event shall the Indemnifying Party be responsible for defending, indemnifying, or holding harmless any Indemnified Party to the extent that any Claim caused by, arising from, or contributed to by the negligence or willful misconduct of such Indemnified Party or any Related Person thereof.

(c) The reference to property damage in this Section 8 does not include the loss of:

(i) rent;

(ii) business opportunities;

(iii) profits and the like; or

(iv) other damages specifically addressed in this Agreement.

(d) The foregoing indemnity shall not extend to expenses incurred in a Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

(e) As used herein the term "Related Person" shall mean any affiliates, contractors, lessees, and sublessees of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests, but explicitly excluding the other Party and its Related Persons.

(f) This indemnity shall survive expiration or earlier termination of this Agreement.

9. **Mortgagee Protection**. In the event that any mortgage, deed of trust, financing statement, or other security interest in this Agreement or in any of the Facilities, or any portion thereof (a "Mortgage"), is entered into by Grantee then any person who is the mortgagee, grantee or beneficiary of a Mortgage (a "Mortgagee") shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 9. Grantee shall send written notice to Owner of the name and address of any such Mortgagee; provided that failure of Grantee to give notice of any such Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Mortgage.

(a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. An Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Transmission Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered easement or subeasement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(b) Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give notice of Grantee's failure to perform to each Mortgagee, of which it has notice, concurrently with delivery of such notice to Grantee. In the event Owner gives such notice of failure to perform, the following provision shall apply:

(i) The Mortgagee shall have the same period after receipt of the notice of failure to perform to remedy the failure to perform, or cause the same to be remedied, as is given to Grantee, plus, in each instance, sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of failure to perform, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure failure to perform by obtaining possession of Grantee's leasehold and easement estates in and to the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such failure to perform. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder.

(c) No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

10. **Miscellaneous**.

(a) Confidentiality. To the fullest extent allowed by applicable law, Owner shall maintain in the strictest confidence, and Owner shall require each third party to which Owner is permitted to disclose pursuant to this section to maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Transmission Facilities, and the like, whether disclosed by Grantee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees, contractors or agents, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by applicable law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Premises, Owner's financial or other planning, any prospective purchaser of or lenders for the Premises, or as may be necessary to enforce this Agreement; provided that Owner advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose such information. Grantee specifically acknowledges that Owner is a public body subject to open meetings and public records requirements. Required disclosures under these requirements shall not be subject to this provision.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer permitted hereunder, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to also include transferees of Grantee that hold a direct ownership interest in the Easement or this Agreement and actually are exercising rights under the Easement or this Agreement to the extent consistent with such interest.

(c) Easement to Run with the Land. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the Parties, hereto, their heirs, executors, administrators, successors, and assigns.

(d) Recording of Agreement. Owner and Grantee agree to execute a Memorandum of Transmission Easement Agreement in the form attached as Exhibit C hereto (the "Memorandum"). Grantee may record the Memorandum at Grantee's expense.

(e) Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when

personally delivered to Owner or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:
Pinal County
Attn: Real Property
P.O. Box 749
Florence, AZ 85132
Email: pwrealproperty@pinal.gov

If to Grantee:
SunDog Energy Center LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1500
Chicago, Illinois 60606
Attn: General Counsel

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

(f) Entire Agreement; Amendments. This Agreement, together with all exhibits referenced herein and attached hereto, constitutes the entire agreement between Owner and Grantee respecting the subject matter contained herein. Any agreement, understanding or representation respecting the Premises, the Easement, or any other matter referenced in this Agreement not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments of this Agreement, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any actual or potential (i) transferee or (ii) holder ("Mortgagee") of any mortgage, deed of trust or other security interest in this Agreement or any Transmission Facilities ("Mortgage").

(g) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. If the Parties are unable to resolve amicably any dispute arising out of, or in connection with, this Agreement, the Parties agree that such dispute shall be resolved in the state courts located in the county in which the Premises is situated. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

(h) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term be longer than, respectively, the longest period permitted by applicable law.

(i) Estoppel Certificates. Owner shall promptly execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee or Mortgagee may reasonably request from time to time. At Grantee's

option, such certificates, consents and agreements may be recorded in the relevant recording office. Owner hereby consents to such recording.

(j) No Merger. There shall be no merger of any easement estate created by this Agreement with the fee estate of the Premises by reason of the fact that any such easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or have any interest therein, and no such merger shall occur unless and until all persons at the time having such interest in the fee estate of the Premises and all persons (including, without limitation, Mortgagee) having an interest in any easement estate created by this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

(k) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grantee shall have no obligation to make any allocation.

(l) No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Grantee.

(m) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(n) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(o) Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

(p) Conflict of Interest. This Agreement may be cancelled by Owner pursuant to A.R.S. § 38-511 without penalty or further obligation within three (3) years after the Effective Date if any person significantly involved in the initiation, negotiation, securing, drafting or creating the contract on behalf of the Owner is or becomes an employee or agent of the grantee.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

**OWNER**:

**PINAL COUNTY**, a political subdivision of the State of Arizona

By:_____
Name:_____
Title: Chairman of the Board of Supervisors

**GRANTEE**:

**SUNDOG ENERGY CENTER LLC**, a Delaware limited liability company

Signed by:
Legal Reviewed EQP

By: Invenergy LLC, its Manager

By:_____
Name: Jonathan Malacarne
Title: Authorized Signatory

ATTEST:

_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 28th day of April, 2025, Jonathan Malacarne who executed the foregoing instrument as Authorized Signatory of Invenergy LLC, Manager of **Sundog Energy Center LLC**, and acknowledged the same.

(S E A L)

OFFICIAL SEAL
EVAN JAMES LISKEY
Notary Public, State of Illinois
Commission No. 0998191
My Commission Expires
October 08, 2028

Name: Evan Liskey
Notary Public, State of Illinois
My Commission Expires: 10/8/28

## EXHIBIT A

## Description of the Premises

That part of the North Half of the Southeast Quarter of Section 25, Township 6 South, Range 7 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the Brass Cap in hand hole marking the East Quarter Corner of said Section 25, from which the Metal Shaft in hand hole marking the Southeast Corner of said Section 25 bears South 00°17'20" West, a distance of 2666.38 feet;

Thence South 89°47'48" West, along the North line of said Southeast Quarter, a distance of 1804.70 feet to the Point of Beginning;

Thence South 00°06'59" East, departing said North line, a distance of 130.00 feet to a point on a line which is parallel with and 130.00 feet Southerly from said North line;

Thence North 89°47'48" East, along said parallel line, a distance of 1803.79 feet to a point on the East line of said Southeast Quarter;

Thence South 00°17'20" West, along said East line, a distance of 60.00 feet to a point on a line which is parallel with and 190.00 feet Southerly from said North line;

Thence South 89°47'48" West, along said parallel line, a distance of 1281.44 feet;

Thence South 00°30'12" East, departing said parallel line, a distance of 40.00 feet to a point on a line which is parallel with and 230.00 feet Southerly from said North line,

Thence South 89°47'48" West, along said parallel line, a distance of 622.18 feet;

Thence North 00°06'59" West, departing said parallel line, a distance of 230.00 feet to a point on said North line;

Thence North 89°47'48" East, along said North line, a distance of 100.00 feet to the Point of Beginning.

**EXHIBIT A-1**

**Depiction of the Transmission Easement Area**

The attached map is for ease of reference only. At all times, the Legal Description in Exhibit A shall prevail.

Where the Transmission Facilities indicated on the attached are shown to be along a property line, the Transmission Facilities shall be located directly adjacent to the property line, existing fence line, or on the property line unless prior written consent of Owner is obtained.

SUNDOG SOLAR
GEN TIE EASEMENT (APN 401-14-005)

S89°47'47.72" W 1804.70

BOUNDARY

S00°06'59.11" E 130.00

N89°47'47.72" E 1803.78

S00°17'19.84" W 60.00

S89°47'47.72" W 1281.44

S00°30'12.17" E 40.00

S89°47'47.72" W 622.18

N00°06'59.11" W 230.00

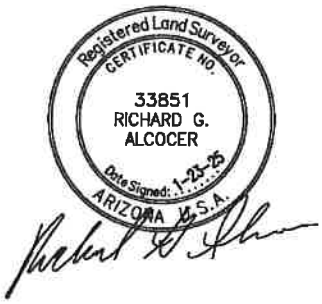
N89°47'47.72" E 100.00
to

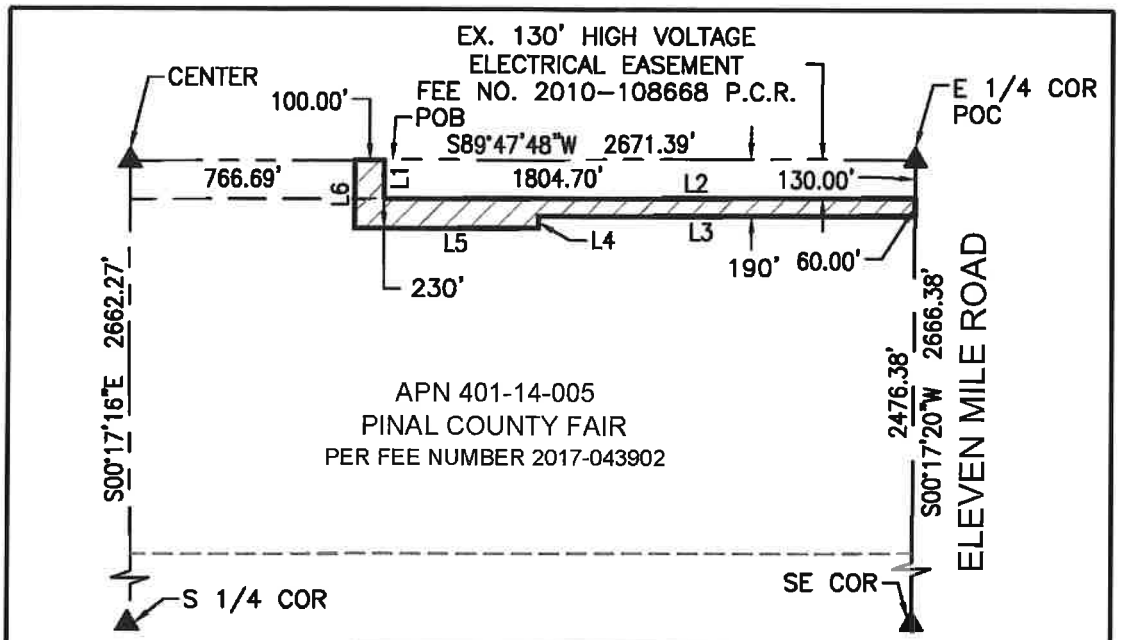
Area = 152096 3.492 AC

Closing course: 245°01'43.02" 0.006319

Misclosure: 1/675,341

North Error: 0.002668
East Error: 0.005728






| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S00°06'59"E | 130.00' |
| L2 | N89°47'48"E | 1803.78' |
| L3 | S89°47'48"W | 1281.44' |
| L4 | S00°30'12"E | 40.00' |
| L5 | S89°47'48"W | 622.18' |
| L6 | N00°06'59"W | 230.00' |

=EASEMENT AREA

SOUTHEAST QUARTER, SECTION 25
TOWNSHIP 6 SOUTH, RANGE 7 EAST

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 1-23-25
ARIZONA U.S.A.

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

# SUNDOG SOLAR

## GEN TIE EASEMENT

CVL CONSULTANTS

1 OF 1

N:\01\0353901\CADD\Exhibits\VX.GEN.TIE.dwg **Dominique January 23, 2025**

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**EXHIBIT B**

**Payment Addendum**

**In consideration of the rights granted in this Agreement, Grantee shall pay to Owner the following amounts:**

Initial Fee. Within forty-five (45) days after the Effective Date, Grantee shall pay to Owner a one-time fee of Fifty-Six Thousand Two Hundred Seventy-Five Dollars and Fifty Cents ($56,275.50).

Second Fee. Within one (1) year after Effective Date, Grantee shall pay to Owner an additional one-time fee of Fifty-Six Thousand Two Hundred Seventy-Five Dollars and Fifty Cents ($56,275.50).

Final Fee. Within two (2) years after Effective Date, or start of construction of transmission facilities, whichever is sooner, Grantee shall pay to Owner an additional one-time fee of One Hundred Twelve Thousand Five Hundred Fifty-One Dollars ($112,551.00) as final payment.

Total Compensation. The sum of all fees stated above, Two Hundred Twenty-Five Thousand One Hundred Two and No/100 Dollars ($225,102.00), is the total compensation ("Total Compensation") paid by Grantee to Owner in consideration of rights granted in this Agreement. In case of early termination by Grantee as permitted in Section 2(b) of the Agreement, Grantee acknowledges and agrees that Grantee shall (within such time as set forth in Section 2(b)) pay to Owner the remaining balance, if any, of Total Compensation due for the Original Term, and that Grantee shall not be entitled to any proration or reimbursement thereof.

**Payment Instructions.** All payments issued hereunder will be paid to the Owner, as set forth in this Agreement, or its permitted successors and assigns. If Owner is comprised of more than one person or entity, then all payments will be issued by a single check payable to all such persons or entities, unless otherwise indicated below. Each person or entity holding record title to the Premises hereby acknowledges and agrees that all payments are legally permitted to be made as set forth below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment hereunder agrees to fully indemnify and hold harmless Grantee against claims by any third party in connection with its payments hereunder to the person/entities set forth herein. ***Check one below:***

☒ A single check should be issued payable to all persons/entities comprising the Owner.

☐ Separate checks should be issued to each Owner as set forth below:

| Owner: | Name 1 | Name 2 | Name 3 | Name 4 |
|---|---|---|---|---|
| Payment Allocation: | [ ]% | [ ]% | [ ]% | [ ]% |

**Exhibit C**

[This page is intentionally blank. Memorandum begins on the next page]

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ 85132

MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of May 28, 2025 (the "Effective Date"), between **Pinal County, a political subdivision of the State of Arizona** (together with its transferees, successors and assigns, "Owner"), whose address is 31 N Pinal Street, Florence, AZ 85132, and **SunDog Energy Center LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1500, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Transmission Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in Pinal County, Arizona, commonly known as a portion of APN 401-14-0050 (Pinal County Fairgrounds), which contains 3.492 acres and is being legally described in Exhibit A, attached hereto and by this reference made a part hereof (the "Premises") and shown on the map attached as Exhibit A-1 and incorporated herein. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants Grantee, among other things, the right (a) to install electrical transmission facilities (and related infrastructure and appurtenances) on the Owner's Premises and third party use restrictions, (b) a non-exclusive easement on, over, under and across the Premises, and on, over, under and across any and all access routes to and from the Premises, and (c) a non-exclusive easement and right to trim, cut down and remove all trees (whether natural or cultivated), brush, roots, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.

3. The Agreement shall be for an initial term of forty (40) years if the terms and conditions of the Agreement are met, with one (1) optional extension of ten (10) years.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any electrical transmission facilities (and related infrastructure and appurtenances) installed on the Premises, or any profits derived therefrom, and Grantee may remove any or all electrical transmission facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER**:

**PINAL COUNTY**, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: Chairman of the Board

ATTEST:

_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

**GRANTEE**:

**SUNDOG ENERGY CENTER LLC**, a Delaware limited liability company

Signed by:
Legal Reviewed EQP

By: Invenergy LLC, its Manager

By: _____
Name: Jonathan Malacarne
Title: Authorized Signatory

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 28th day of April, 2025, Jonathan Malacarne who executed the foregoing instrument as Authorized Signatory of Invenergy LLC, Manager of **Sundog Energy Center LLC**, and acknowledged the same.

(S E A L)

OFFICIAL SEAL
EVAN JAMES LISKEY
Notary Public, State of Illinois
Commission No. 0998191
My Commission Expires
October 08, 2028

Name: Evan Liskey
Notary Public, State of Illinois
My Commission Expires: 10/8/28

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SUNDOG SOLAR
GEN TIE EASEMENT (APN 401-14-005)

S89°47'47.72" W 1804.70

BOUNDARY

S00°06'59.11" E 130.00

N89°47'47.72" E 1803.78

S00°17'19.84" W 60.00

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to

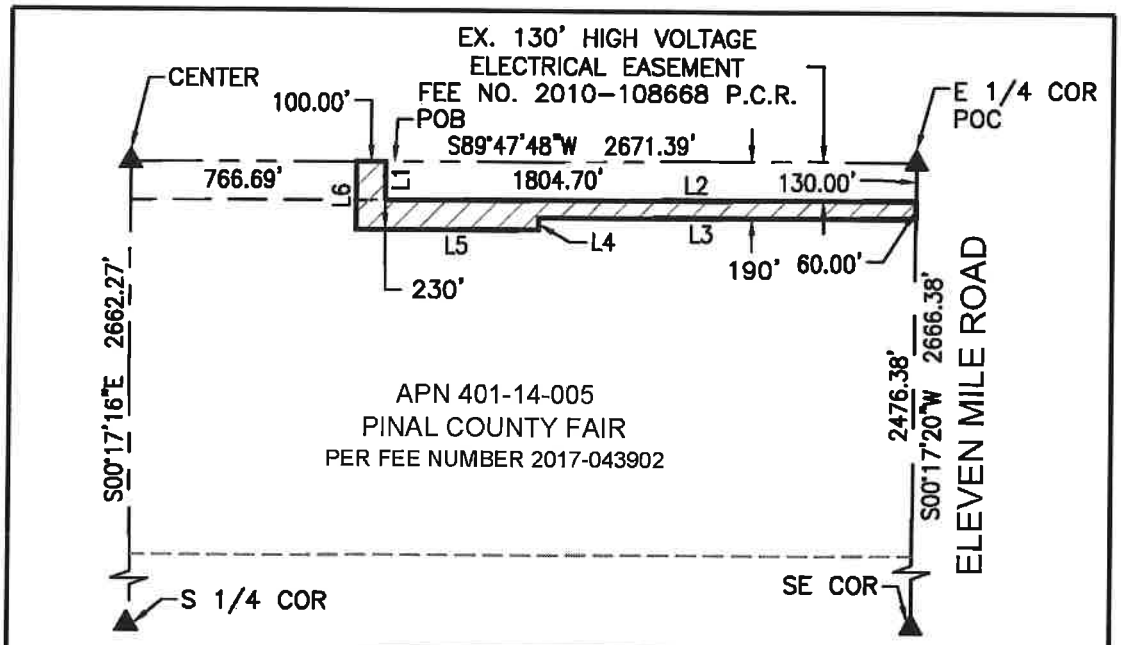
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East Error: 0.005728






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| L6 | N00°06'59"W | 230.00' |

=EASEMENT AREA

SOUTHEAST QUARTER, SECTION 25
TOWNSHIP 6 SOUTH, RANGE 7 EAST

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 1-23-25
ARIZONA U.S.A.

SCALE 1" = 500'
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

# SUNDOG SOLAR

## GEN TIE EASEMENT

CVL CONSULTANTS

1 OF 1

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