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Contract#CW132889

Today's Date: July 2, 2021

THE SALT RIVER PROJECT AGREES TO SELL TO:

COMPANY: Wells Fargo Bank, N.A.
 Address: 64 E. Broadway Rd. Name: Jim Hardacre
 City: Tempe Telephone: 480-437-7815
 State: Arizona Zip Code: 85282 FAX: Via Email

Evidence of **TAX** exemption must be furnished by buyer or Sales Tax will apply.

Tax ID Number: N/A

The following described materials, equipment or miscellaneous items for cash, or certified funds, in advance of material delivery under the following conditions as evidenced by a jointly signed original or facsimile of this Agreement. Signature of the buyer shall be the person authorized to sign such Agreements by the purchasing company. Signature of THE SALT RIVER PROJECT shall be the representative authorized to transact such sales.

Item Description:	Payment Price
SRP Equipment located at Wells Fargo Data Center in Tempe, Az. *See Attached Spreadsheet For Detailed List Of Equipment	\$545,693.00
	\$545,693.00
	Tax (8.8%) N/A
Total Payment Due:	\$545,693.00

PAYMENT OPTIONS:

A CASHIERS check should be made payable to SRP and delivered to:

-OR-

WIRE TRANSFER:

Salt River Project
 P.O. Box 80042
 Prescott, AZ 86304

JP Morgan Chase
 General Fund
 Account #0000-5688
 ABA #0210-00021

Payment is due upon receipt.

All material is sold FOB the location designated below:

FOB Location: Wells Fargo Data Center
Address: 64 E. Broadway Rd.
Tempe, Az 85282

CONDITIONS: PRIOR TO THE SALE SELLER HAD THE OPTION, IN ITS SOLE DISCRETION, TO PERFORM A VISUAL AND IFRARED INSPECTION OF THE SRP EQUIPMENT. ALL MATERIAL SOLD "AS IS, WHERE IS" WITH NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE EXCEPT THAT THE MATERIALS HEREINABOVE DESCRIBED BELONG TO THE SALT RIVER PROJECT.

SIGNED: HARDACRE, JAMES
 NAME: HARDACRE, JAMES
 COMPANY: Wells Fargo Bank, N.A.
 DATE: 7/6/2021 | 2:59:05 PM PDT

SIGNED: [Signature]
 NAME: John Andrews
 COMPANY: SRP
 DATE: 7/15/2021

Contracts Manager



**TERMS AND CONDITIONS
FOR
INVESTMENT RECOVERY GOODS**

Notwithstanding any inconsistent or additional terms that may be embodied in Buyer's purchase order, Salt River Project's (SRP) sale is made only on the express condition that Buyer assent to the terms contained below, and Buyer's acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms.

1. **WARNING OF HAZARDS.** Buyer recognizes that explosive, flammable, toxic, or otherwise hazardous materials may constitute, have been used in, or have come in contact with the goods. BUYER EXPRESSLY ASSUMES ALL RISK OF AND RESPONSIBILITY FOR INJURY OR DAMAGE TO THE BUYER OR OTHERS BASED ON OR ARISING OUT OF POSSESSION, HANDLING, DISMANTLING, OR USE BY BUYER OR BY OTHERS OF ANY SUCH GOODS FOR ANY PURPOSE WHATSOEVER. Buyer agrees to give warning of all possible hazards to any persons to whom Buyer resells, gives or delivers the Goods or to whom Buyer can reasonably foresee may be exposed to their hazards.
2. **INSPECTION.** Buyer has inspected the Goods, or hereby acknowledges SRP's recommendation that the Goods be inspected and refuses to go examine them, and agrees that the Goods are hereunder sold as is and with all faults. The description of the Goods is correct to the best of SRP's knowledge, but this does not constitute a warranty or representation that the Goods shall conform to such description. The description is for sole purpose of identifying the Goods for sale. SRP recommends Buyer's on-site inspection to verify details.
3. **WARRANTY LIMITATIONS.** Goods are sold "As Is" in their present location. SRP warrants title to the Goods, but MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO GOODS, whether used alone or in connection with other substances, materials, or equipment.
4. **CLAIMS AND LIMITATION OF LIABILITY.** All claims against SRP arising out of the sale of the Goods shall be barred unless filed in writing with SRP within ninety (90) days of the date of this Sales Agreement. SRP's liability for claims of Buyers shall be limited to the refund of the purchase price received for the Goods subject to Buyer's return of the Goods to SRP. In no event and under no circumstances shall SRP be liable for incidental or consequential damages.
5. **HAZARDS LIABILITY.** Buyer's responsibility in connection with the Goods shall commence upon delivery to the carrier, pick-up by Buyer or upon commencement of dismantling by Buyer, whichever occurs first. Buyer shall indemnify and save SRP and members of its governing bodies, its officers, agents and employees ("the Indemnified Parties") harmless against any first party liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorney's fees) whatsoever arising from or growing out of possession, handling, dismantling, or use by Buyer or by others of goods purchased. Buyer's obligations under this Section shall extend to indemnify, defend and hold harmless the Indemnified Parties where they are allegedly concurrently negligent with Buyer, any subcontractor or supplier of Buyer, or any of the directors, officers, partners, members, managers, agents, servants or employees of Buyer, or of its subcontractors or suppliers, in causing or contributing to the liability causing event, but shall not extend to any liability that has been judicially determined to have been caused by the sole negligence of the Indemnified Parties.
6. **INSURANCE AND SAFETY RULES.** If Buyer is to pick up the Goods or perform dismantling or other work on property owned or controlled by SRP, Buyer shall insure each employee engaged upon the work for the compensation provided for by, and shall strictly comply with, each and every statute applicable thereto with respect to Workmen's Compensation and Employer's Liability insurance and public liability insurance of a reputable and financially responsible insurance company, properly safeguarding Buyer and Seller against liability for injuries to persons, including injuries resulting in death, in amounts acceptable to SRP, and shall furnish in advance to SRP written certificates from insurance carriers establishing that said insurance of employees and said public liability insurance

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Buyer Initials & Date



SRP Initials & Date

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have been procured and are being properly maintained, and that the premiums therefore are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates. Buyer shall cause its employees to comply with SRP's plant safety rules while on SRP's property.

7. **PURCHASE PRICE AND TERMS OF PAYMENT.** As above.
8. **TAXES.** Buyer shall pay the amount of any tax or other charge now or hereafter imposed upon, with respect to or measured by the sale, shipment, or price of any of the Goods sold hereunder.
9. **LABELS.** Buyer shall remove any and all trademarks, labels, distinctive markings, and designs which may appear on the Goods or on the packaging material thereof and shall refrain from making use of any such trademarks, labels, distinctive marking, or designs.
10. **FORCE MAJEURE.** Delivery may be suspended by either party in case of act of God, war, riot, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the shipment, pick-up, or dismantling of the Goods.
11. **ASSIGNMENT.** Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of SRP; any attempted assignment or delegation without such consent shall be void.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the state where the Goods are now located. The Sales Agreement constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless hereafter made in writing and signed by the party to be bound.

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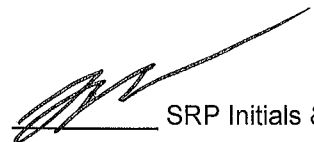
Transfer of Ownership

Transformers					
Install Year	Pad Number	SRP Number	KVA	Secondary Voltage	Install Job Number
2005	P-05H4	271531	2500	277/480V	KJB3039
2017	P-05H3	427782	2500	277/480V	T2214621
2005	P-05H2	269775	2500	277/480V	KJB3039
2005	P-05E9	269864	2500	277/480V	KJB3039
2005	P-05E8	268855	2500	277/480V	KJB3039
2008	P-05H6	279885	2500	277/480V	KJB3385
2005	P-05E6	269911	2500	277/480V	KJB3039
2008	P-05H7	279888	2500	277/480V	KJB3385
2005	P-05E4	269913	2500	277/480V	KJB3039

Service Wire						
Install year	Associated Transformer	Size	Voltage	Total Service Length (ft)	Install Job Number	
2005	P-05H4	271531	750AL QX	600V	66	KJB3039
2005	P-05H3	427782	750AL QX	600V	65	KJB3039
2005	P-05H2	269775	750AL QX	600V	60	KJB3039
2005	P-05E9	269864	750AL QX	600V	56	KJB3039
2005	P-05E8	268855	750AL QX	600V	53	KJB3039
2008	P-05H6	279885	750AL QX	600V	50	KJB3385
2005	P-05E6	269911	750AL QX	600V	49	KJB3039
2008	P-05H7	279888	750AL QX	600V	50	KJB3385
2005	P-05E4	269913	750AL QX	600V	35	KJB3039

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