



July 1, 2024

U.S. EPA Region 5
Air and Radiation Division
Air Programs Branch (AR-18J)
Air Permits Section
77 West Jackson Boulevard
Chicago, IL 60604

To Whom It May Concern:

Subject: Administrative Amendment Application for Ownership Change
Treasure Island Resort and Casino Generation Facility
CEC Project 342-467

On behalf of Sutton Group, LLC, please find enclosed an Administrative Amendment Application for an ownership change at the Treasure Island Resort and Casino Generation Facility under Title V Permit No. 2022-71MNPI-001. The effective date of the sale was June 1, 2024.

Written agreements for the transfer of permit responsibility, coverage, and liability between the NRG Reliability Solutions, Treasure Island Resort and Casino, and Sutton Group are attached. NRG's contract was with Treasure Island Resort and Casino. Treasure Island Resort and Casino signed a Bill of Sale to Sutton Group. The Generator Purchase and Sale Agreement specifically calls out that the transfer of ownership was simultaneous between NRG/Treasure Island and Treasure Island/Sutton Group.

If there are any questions with this submittal, please contact Julie Miller at (763) 218-5081 or jemiller@cecinc.com or Phil Kairis at (651) 341-2244 or phil@suttongroupllc.net.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Julie E. Miller, P.E.
Project Manager

Leah E. Blinn
Vice President

Enclosures: Administrative Amendment Application

cc: Phil Kairis, Sutton Group, LLC

**ADMINISTRATIVE AMENDMENT APPLICATION
TREASURE ISLAND RESORT AND CASINO GENERATION FACILITY
SUTTON GROUP, LLC
GOODHUE COUNTY, MINNESOTA**

Submitted To:

**U.S. EPA REGION 5
AIR AND RADIATION DIVISION
AIR PROGRAMS BRANCH (AR-18J)
AIR PERMITS SECTION
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604**

Submitted By:

**SUTTON GROUP, LLC
10852 N. LINDEN ROAD
HAYWARD, WI 54843**

Prepared By:

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
PITTSBURGH, PENNSYLVANIA**

CEC Project 342-467

JULY 2024



Civil & Environmental Consultants, Inc.

**ADMINISTRATIVE AMENDMENT APPLICATION
TREASURE ISLAND RESORT AND CASINO GENERATION FACILITY
SUTTON GROUP, LLC**

TABLE OF CONTENTS

**CERTIFICATION OF TRUTH, ACCURACY, AND COMPLETENESS
(CTAC) FORM**

GENERAL INFORMATION AND SUMMARY (GIS) FORM

ATTACHMENTS

PURCHASE AND SALE AGREEMENTS

**CERTIFICATION OF TRUTH, ACCURACY, AND COMPLETENESS
(CTAC) FORM**



OMB No. 2060-0336, Expires 11/30/2025

**Federal Operating Permit Program (40 CFR Part 71)
CERTIFICATION OF TRUTH, ACCURACY, AND COMPLETENESS (CTAC)**

This form must be completed, signed by the "Responsible Official" designated for the facility or emission unit, and sent with each submission of documents (i.e., application forms, updates to applications, reports, or any information required by a part 71 permit).

A. Responsible Official

Name: (Last) Kairis (First) Phil (MI) _____

Title President

Street or P.O. Box 10852 N. Linden Rd.

City Hayward State WI ZIP 54843 - _____

Telephone (651) 341 - 2244 Ext. _____ Facsimile (_____) _____ - _____

B. Certification of Truth, Accuracy and Completeness (to be signed by the responsible official)

I certify under penalty of law, based on information and belief formed after reasonable inquiry, the statements and information contained in these documents are true, accurate and complete.

Name (signed) 

Name (typed) Phil Kairis Date: 6, 26, 2024

GENERAL INFORMATION AND SUMMARY (GIS) FORM

Federal Operating Permit Program (40 CFR Part 71)
GENERAL INFORMATION AND SUMMARY (GIS)

A. Mailing Address and Contact Information

Facility name Treasure Island Resort and Casino Generation Facility

Mailing address: Street or P.O. Box 10852 N. Linden Rd.

City Hayward State WI ZIP 54843 - _____

Contact person: Phil Kairis Title President

Telephone (651) 341 - 2244 Ext. _____

Facsimile (_____) _____ - _____

B. Facility Location

Temporary source? Yes No Plant site location _____

5734 Sturgeon Lake Road

City Red Wing State MN County Goodhue EPA Region 5

Is the facility located within:

Indian lands? YES NO An offshore source in federal waters? YES NO

Non-attainment area? YES NO If yes, for what air pollutants? _____

Within 50 miles of affected State? YES NO If yes, What State(s)? WI

C. Owner

Name Sutton Group, LLC Street/P.O. Box 10852 N. Linden Rd.

City Hayward State WI ZIP 54843 - _____

Telephone (651) 341 - 2244 Ext _____

D. Operator

Name Same as Owner Street/P.O. Box _____

City _____ State _____ ZIP _____ - _____

Telephone (_____) _____ - _____ Ext _____

E. Application Type

Mark only one permit application type and answer the supplementary question appropriate for the type marked.

Initial Permit Renewal Significant Mod Minor Permit Mod(MPM)

Group Processing, MPM Administrative Amendment

For initial permits, when did operations commence? ____/____/____

For permit renewal, what is the expiration date of current permit? ____/____/____

F. Applicable Requirement Summary

Mark the types of applicable requirements that apply:

SIP FIP/TIP PSD Non-attainment NSR

Minor source NSR Section 111 Phase I acid rain Phase II acid rain

Stratospheric ozone OCS regulations NESHAP Sec. 112(d) MACT

Sec. 112(g) MACT Early reduction of HAP Sec 112(j) MACT RMP [Sec.112(r)]

Section 129 NAAQS, increments or visibility but for temporary sources (This is rare)

Is the source subject to the Deepwater Port Act? YES NO

Has a risk management plan been registered? YES NO Agency _____

Phase II acid rain application submitted? YES NO If YES, Permitting Authority _____

G. Source-Wide PTE Restrictions and Generic Applicable Requirements

Cite and describe any emissions-limiting requirements and/or facility-wide "generic" applicable requirements.

Permit No. 2022-71MNPI-001, Section 3

73.1 Total NOx emissions from each engine shall not exceed 6.55 g/BHP-hr.

73.2 Total NOx emissions from each engine shall not exceed 37.44 lb/hr.

73.3 Total NOx emissions from each engine shall not exceed 10.30 tons per year, based on a 12-month rolling sum.

74. Total operating hours of each engine shall not exceed 550 hours per year, based on a 12-month rolling sum.

80. Diesel fuel burned in the engines shall meet 40 CFR 63.6604(a) standards.

83. Limit the CO concentration in the engine exhaust to 23 ppmvd at 15% O₂ or reduce CO emissions by 70% or more.

H. Process Description

List processes, products, and SIC codes for the facility.

Process	Products	SIC
Electricity generation		4911

I. Emission Unit Identification

Assign an emissions unit ID and describe each emissions unit at the facility. Control equipment and/or alternative operating scenarios associated with emissions units should be listed on a separate line. Applicants may exclude from this list any insignificant emissions units or activities.

Emissions Unit ID	Description of Unit
EU-01	Internal Combustion Engine (diesel-fired); Caterpillar 3516B
EU-02	Internal Combustion Engine (diesel-fired); Caterpillar 3516B
EU-03	Internal Combustion Engine (diesel-fired); Caterpillar 3516B
EU-04	Internal Combustion Engine (diesel-fired); Caterpillar 3516B
CE-01	Diesel Oxidation Catalyst
CE-02	Diesel Oxidation Catalyst
CE-03	Diesel Oxidation Catalyst
CE-04	Diesel Oxidation Catalyst

J. Facility Emissions Summary

Enter potential to emit (PTE) for the facility as a whole for each regulated air pollutant listed below. Enter the name of the single HAP emitted in the greatest amount and its PTE. For all pollutants, stipulations to major source status may be indicated by entering "major" in the space for PTE. Indicate the total actual emissions for fee purposes for the facility in the space provided. Applications for permit modifications need not include actual emissions information.

NOx	<u>41.18</u>	tons/yr	VOC	<u>1.28</u>	tons/yr	SO2	<u>0.03</u>	tons/yr
PM-10	<u>0.79</u>	tons/yr	CO	<u>1.01</u>	tons/yr	Lead	<u>0</u>	tons/yr
Total HAP <u>0.03</u> tons/yr								
Single HAP with greatest amount <u>Benzene</u> PTE <u>0.01</u> tons/yr								
Total of regulated pollutants (for fee calculation), Sec. F, line 5 of form FEE <u>2</u> tons/yr								

K. Existing Federally-Enforceable Permits

Permit number(s)	<u>2022-71MNPI-001</u>	Permit type	<u>Title V Permit to Operate</u>	Permitting authority	<u>EPA Region 5</u>
Permit number(s)	<u>2022-52MNPI-003</u>	Permit type	<u>PSD Permit</u>	Permitting authority	<u>EPA Region 5</u>

L. Emission Unit(s) Covered by General Permits

Emission unit(s) subject to general permit	<u>N/A</u>
Check one:	<input type="checkbox"/> Application made <input type="checkbox"/> Coverage granted
General permit identifier	_____/_____/_____ Expiration Date

M. Cross-referenced Information

Does this application cross-reference information?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If yes, see instructions)
See attached: Generator Purchase and Sale Agreement, Bill of Sale between NRG Reliability Solutions, LLC and Treasure Island Resort and Casino, and Bill of Sale between Treasure Island Resort and Casino and Sutton Group, LLC.	

INSTRUCTIONS FOLLOW

PURCHASE AND SALE AGREEMENTS

EXHIBIT B

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on June 1, 2024 (the “**Effective Date**”), Prairie Island Indian Community d/b/a Treasure Island Resort & Casino (“**Seller**”) sells, conveys, delivers, assigns, and transfers to Sutton Group, LLC (“**Buyer**”), all rights, title and interest in and to the equipment listed on Exhibit I to this Bill of Sale (the “**Equipment**”).

SELLER ACKNOWLEDGES THAT NEITHER BUYER NOR SELLER HAVE MADE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY WARRANTIES OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, (ii) THE SUITABILITY OF THE EQUIPMENT FOR ANY AND ALL ACTIVITIES AND USES, (iii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY.

This Bill of Sale shall be governed by the laws of the State of Minnesota, excluding its conflict of laws rules. Each Party waives its right to a trial by jury in any proceedings arising out of this Agreement. The Parties shall first attempt to resolve any dispute amicably and/or through mediation with a mutually agreed-upon mediator.

Nothing in this Bill of Sale shall be construed or interpreted as a waiver of the Prairie Island Indian Community’s sovereign immunity. No waiver of the Prairie Island Indian Community’s sovereign immunity from suit may be implied from any action or document.

IN WITNESS WHERE OF, the Seller has signed this Agreement on the date indicated below to be effective as of the Effective Date.

SELLER

Dated: 4-25-2024



**Prairie Island Indian Community d/b/a
Treasure Island Resort & Casino**

by: Michael Heavner

Title: General Manager

EXHIBIT I

DESCRIPTION OF EQUIPMENT

The Equipment consists of the items listed below that are located at the Site.

1. Standby Generator	
Serial Number:	07RN01824
Brand:	Caterpillar
Model	3516B
Model Year:	2001

2. Standby Generator	
Serial Number:	07RN01825
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

3. Standby Generator	
Serial Number:	07RN01827
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

4. Standby Generator	
Serial Number:	07RN01901
Brand:	Caterpillar
Model	3516B
Model Year:	2001

5. Utility Switchboard	
Serial Number:	N/A
Brand:	Shallbetter
Model	Custom 2000 amp
Model Year:	2001

EXHIBIT B

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NRG Reliability Solutions LLC (“Seller”) sells, conveys, delivers, assigns and transfers to Prairie Island Indian Community d/b/a Treasure Island Resort and Casino (“Buyer”) all rights, title and interest in and to the Plant listed on Exhibit I to this Bill of Sale (the “Plant”) for the amount of six hundred and sixty three thousand, two hundred thirty five dollars (\$663,235.00).

THE PLANT ARE SOLD AND CONVEYED TO BUYER “AS IS”, “WHERE IS”.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO (I) THE PLANT, (II) THE SUITABILITY OF THE PLANT FOR ANY AND ALL ACTIVITIES AND USES, AND (III) THE COMPLIANCE OF OR BY THE PLANT WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY. BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PLANT AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS, EXCEPT AS PROVIDED IN THIS AGREEMENT.

This Bill of Sale shall be governed by the laws of the Federal District Court

DATE: 5/31/2024

SELLER

NRG RELIABILITY SOLUTIONS LLC

By: 

Name: Don Sobotik

Title: President

EXHIBIT I

DESCRIPTOIN OF PLANT

Complete operating emergency generation plant located at 5734 Sturgeon Lake Road, Welch, Minnesota 55089. Plant consists of the following major equipment:

(4) Caterpillar 3516B gensets (Used/Installed) 4160V/3Phase/60Hz

Serial Numbers:

7RN1824

7RN1825

7RN1827

7RN1901

Switchgear:

Manufacturer: Shallbetter

2000 Amp

Soft-loading

Indoor

Building:

Manufacturer: Butler

Material: Steel

Fuel storage:

Underground, 10,000 gallon capacity

Balance of Plant

GENERATOR PURCHASE AND SALE AGREEMENT

This Generator Purchase and Sale Agreement (the “**Agreement**”) dated June 1, 2024 (the “**Effective Date**”) is made between Prairie Island Indian Community d/b/a Treasure Island Resort & Casino (“**PIIC/TI**” or “**Seller**”), and Sutton Group, LLC, (“**Sutton Group**” or “**Buyer**”). Buyer and Seller may be referred to together in this Agreement as the “**Parties**” and individually as a “**Party**.”

RECITALS

- I. WHEREAS**, PIIC/TI plans to acquire ownership from NRG of the equipment defined below and described in Exhibit A, which is located at the emergency electric generator plant servicing the Prairie Island Indian Community and Treasure Island Resort & Casino, 5734 Sturgeon Lake Road, Red Wing, MN 55066, and that includes four Caterpillar generators, a utility paralleling switchboard, and related equipment (the “**Equipment**”), and will own all rights, title and interest in and to the Equipment.
- II. WHEREAS**, Simultaneously with PIIC/TI’s purchase of the Equipment from NRG, and contingent upon the Parties entering into that certain Standby Generator Services Agreement dated June 1, 2024 (the “**Generator Services Agreement**”), under which Sutton Group will upgrade and expand the Equipment, and provide standby generator services to PIIC/TI, Sutton Group will provide **\$663,235.00** to PIIC/TI, as full payment to PIIC/TI for its cost of acquiring the Equipment, and PIIC/TI will immediately pay NRG in full for the Equipment.
- III. WHEREAS**, PIIC/TI wishes to sell, and Sutton Group wishes to buy, the Equipment on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is acknowledged, Seller and Buyer agree as follows:

AGREEMENT

(1) SALE OF EQUIPMENT. Contingent upon the Parties entering into the Generator Services Agreement, PIIC/TI agrees to sell, and Sutton Group agrees to purchase, the Equipment in accordance with the terms of this Agreement, as follows:

- a. PIIC/TI shall notify Sutton Group of the final cost of purchasing the Equipment from NRG, which the parties anticipate will be \$663,235.00 (the “**Purchase Amount**”)
- b. Sutton Group shall provide the Purchase Amount to PIIC/TI, either directly to PIIC/TI, or by transferring it to NRG.
- c. Simultaneously with receipt of the Purchase Amount from Sutton Group, if the funds were not transferred directly to NRG by Sutton Group, PIIC/TI will transfer the Purchase Price to NRG.

(2) **BILL OF SALE.** PIIC/TI shall execute a bill of sale for the Equipment that is substantially in the form of Exhibit B to this Agreement (the “**Bill of Sale**”).

(3) **CONSIDERATION.** In consideration of PIIC/TI performing hereunder, Buyer agrees to upgrade the electronics of the Equipment, add additional capacity, and provide ongoing standby generator power services to Seller, as more fully described in the Generator Services Agreement.

(4) **DISCLAIMER OF WARRANTIES.** BUYER AND SELLER ACKNOWLEDGE THAT NEITHER BUYER NOR SELLER HAVE MADE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY WARRANTIES OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, (ii) THE SUITABILITY OF THE EQUIPMENT FOR ANY AND ALL ACTIVITIES AND USES, (iii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY.

(5) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY CLAIMING THROUGH IT, FOR ANY REASON, FOR AN AMOUNT IN EXCESS OF THE CONTRACT PRICE PAYABLE HEREUNDER NOR FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND.

(6) **INDEMNIFICATION.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES TO THE OTHER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OR END USERS OF BUYER OR SELLER FOR SUCH DAMAGES, AND BUYER AND SELLER WILL DEFEND AND INDEMNIFY THE OTHER AGAINST ANY SUCH CLAIMS.

(7) **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the State of Minnesota, excluding its conflict of laws rules. Each Party waives its right to a trial by jury in any proceedings arising out of this Agreement. The Parties shall first attempt to resolve any dispute amicably and/or through mediation with a mutually agreed-upon mediator.

(8) **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed or interpreted as a waiver of the Prairie Island Indian Community’s sovereign immunity. No waiver of the Prairie Island Indian Community’s sovereign immunity from suit may be implied from any action or document.

(9) **AGREEMENT, SURVIVAL.** This agreement shall consist of this Agreement and Exhibits A and B. The terms of this Agreement shall survive the sale of the Equipment to Buyer.

(10) **BINDING, COUNTERPARTS, EFFECTIVENESS.** This Agreement shall be binding upon the parties hereto and cannot be assigned, amended, or modified except in writing agreed to by the parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by email of a .pdf copy of a counterpart of this Agreement executed by a Party shall constitute delivery by such Party of such Party's executed counterpart of this Agreement.

(11) **NOTICES.** This Agreement shall be effective as of the date first written above. Notices may be sent to the parties by email, overnight courier service or the U.S. mail at the addresses indicated below. Notices sent by mail shall be sent by certified U.S. Mail, return receipt requested.

If to Buyer:

Sutton Group, LLC
10852 N Linden Rd.
Hayward, WI 54843

Attention: Phil Kairis
Phone: 651-341-2244
Email: phil@suttongroupllc.net

If to Seller:

**Prairie Island Indian Community d/b/a
Treasure Island Resort & Casino**
5734 Sturgeon Lake Road
Red Wing, MN 55066

Attention: Michael Heavner
Phone: 651-385-2909
Email: Michael.Heavner@ticasino.com

[Signature Block on Following Page]

IN WITNESS WHERE OF, the Parties have signed this Agreement on the dates below to be effective as of the Effective Date.

SELLER

Dated: 4-25-2024



**Prairie Island Indian Community d/b/a
Treasure Island Resort & Casino**

by: Michael Heavner

Title: Interim General Manager

BUYER

Dated: 5-2-24



Sutton Group LLC

by: Phil Kairis

Title: President/Manager

EXHIBIT A

DESCRIPTION OF EQUIPMENT

The Equipment consists of the items listed below that are located at the Site.

1. Standby Generator	
Serial Number:	07RN01824
Brand:	Caterpillar
Model	3516B
Model Year:	2001

2. Standby Generator	
Serial Number:	07RN01825
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

3. Standby Generator	
Serial Number:	07RN01827
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

4. Standby Generator	
Serial Number:	07RN01901
Brand:	Caterpillar
Model	3516B
Model Year:	2001

5. Utility Switchboard	
Serial Number:	N/A
Brand:	Shallbetter
Model	Custom 2000 amp
Model Year:	2001

EXHIBIT B

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on June 1, 2024 (the “**Effective Date**”), Prairie Island Indian Community d/b/a Treasure Island Resort & Casino (“**Seller**”) sells, conveys, delivers, assigns, and transfers to Sutton Group, LLC (“**Buyer**”), all rights, title and interest in and to the equipment listed on Exhibit I to this Bill of Sale (the “**Equipment**”).

SELLER ACKNOWLEDGES THAT NEITHER BUYER NOR SELLER HAVE MADE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY WARRANTIES OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, (ii) THE SUITABILITY OF THE EQUIPMENT FOR ANY AND ALL ACTIVITIES AND USES, (iii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY.

This Bill of Sale shall be governed by the laws of the State of Minnesota, excluding its conflict of laws rules. Each Party waives its right to a trial by jury in any proceedings arising out of this Agreement. The Parties shall first attempt to resolve any dispute amicably and/or through mediation with a mutually agreed-upon mediator.

Nothing in this Bill of Sale shall be construed or interpreted as a waiver of the Prairie Island Indian Community’s sovereign immunity. No waiver of the Prairie Island Indian Community’s sovereign immunity from suit may be implied from any action or document.

IN WITNESS WHERE OF, the Seller has signed this Agreement on the date indicated below to be effective as of the Effective Date.

SELLER

Dated: 4-25-2024



**Prairie Island Indian Community d/b/a
Treasure Island Resort & Casino**

by: Michael Heavner

Title: General Manager

EXHIBIT I

DESCRIPTION OF EQUIPMENT

The Equipment consists of the items listed below that are located at the Site.

1. Standby Generator	
Serial Number:	07RN01824
Brand:	Caterpillar
Model	3516B
Model Year:	2001

2. Standby Generator	
Serial Number:	07RN01825
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

3. Standby Generator	
Serial Number:	07RN01827
Brand:	Caterpillar
Model:	3516B
Model Year:	2001

4. Standby Generator	
Serial Number:	07RN01901
Brand:	Caterpillar
Model	3516B
Model Year:	2001

5. Utility Switchboard	
Serial Number:	N/A
Brand:	Shallbetter
Model	Custom 2000 amp
Model Year:	2001