

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

SOUTH CENTRAL MCN LLC

AND

CITY OF NIXA, MISSOURI

4840-0907-2161 7

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## Exhibits

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with all Schedules and Exhibits attached hereto, this Agreement) is executed as of August \_\_, 2015 (Effective Date), by and between SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Buyer), and the CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (Seller). Seller and Buyer individually are referred to herein as a Party and together as the Parties.

### RECITALS:

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Assets (as hereinafter defined), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of ten and no/100 dollars (\$10.00), the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE 1. DEFINITIONS.

1.1 **Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms set forth in this Section 1.1:

1.1.1 **Action.** Action means any claim, litigation, action, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any Governmental Authority or arbitrator and any appeal from any of the foregoing.

1.1.2 **Affiliate.** Affiliate means, with respect to a specified Party, any other Person directly or indirectly controlling, controlled by, or under common control with such Party. For purposes of this Agreement, the term control (including, with correlative meanings, the terms controlling, controlled by, and under common control with) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or membership or other ownership interests, by contract or otherwise).

1.1.3 **Assets.** Assets is defined in Section 2.1.

1.1.4 **Assignable Contracts.** Assignable Contracts is defined in Section 2.1.4.

1.1.5 **Assignable Permits.** Assignable Permits is defined in Section 2.1.3.

1.1.6 **Assumed Liabilities.** Assumed Liabilities is defined in Section 2.1.6(a).

1.1.7 **Business Day.** Business Day means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in the State are closed for the day.

1.1.8 **Buyer.** Buyer is defined in the introductory paragraph of this Agreement.

1.1.9 **Buyer Consents.** Buyer Consents is defined in Section 3.2.4.

- 1.1.10 **Buyer's PP&E.** Buyer's PP&E is defined in Section 8.3.
- 1.1.11 **Buyer's Title Objections.** Buyer's Title Objections is defined in Section 4.3.
- 1.1.12 **CDA.** CDA means the Co-Development Agreement, by and between Buyer, GCP Transmission Holdings, LLC and MJMEUC, dated as of June 30, 2014.
- 1.1.13 **Closing.** Closing is defined in Section 7.1.
- 1.1.14 **Closing Date.** Closing Date means the date on which the Closing occurs.
- 1.1.15 **Confidential Information.** Confidential Information is defined in Section 4.7.1.
- 1.1.16 **Consents.** Consents means the Buyer Consents and the Seller Consents.
- 1.1.17 **Contemplated Transactions.** Contemplated Transactions means the transactions contemplated by this Agreement.
- 1.1.18 **Contracts.** Contracts means all written contracts, leases, licenses, notes, bonds, mortgaged, indentures and other agreements (including any amendments, renewals and other modifications thereto).
- 1.1.19 **Contracts Requiring Action.** Contracts Requiring Action is defined in Section 3.1.7.
- 1.1.20 **CUS.** CUS is defined in Section 4.8.2.
- 1.1.21 **CUS/Nixa Interconnection Agreement.** CUS/Nixa Interconnection Agreement is defined in Section 4.8.2.
- 1.1.22 **Disclosing Party.** Disclosing Party is defined in Section 4.7.1.
- 1.1.23 **Easements.** Easements is defined in Section 2.1.1.
- 1.1.24 **Effective Date.** Effective Date is defined in the introductory paragraph of this Agreement.
- 1.1.25 **Environment.** Environment means all or any of the following: soil, land surface and subsurface strata, surface waters (including navigable waters, streams, ponds, drainage basins, and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including the air within buildings and the air within other natural or man-made structures above or below ground), plant and animal life, and any other natural resource.
- 1.1.26 **Environmental Claims.** Environmental Claims means any claims, causes of action or potential causes of action (including those involving toxic torts or similar liabilities in tort, whether based on negligence or other fault, strict or absolute liability, or any other basis) relating in any way to any Environmental Laws or Environmental Permits, or arising from the presence, Release, or threatened Release (or alleged presence, Release, or threatened Release) into the Environment of any Hazardous Substances, including those Claims by any Governmental Authority

or by any Person for enforcement, cleanup, remediation, removal, response, remedial or other Actions or damages, contribution, indemnification, cost recovery, compensation, or injunctive relief pursuant to any Environmental Law or for any property damage or personal or bodily injury (including death) or threat of injury to the Environment.

**1.1.27 *Environmental Information.*** Environmental Information is defined in Section 3.1.9(d).

**1.1.28 *Environmental Law.*** Environmental Law means, as of the Closing Date, any Requirements of Law relating to releases, discharges, emissions or disposals to air, water, land or groundwater; to the withdrawal or use of groundwater; to the use, handling or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde; to the treatment, storage, disposal or management of Hazardous Substances; exposure to Hazardous Substances; and to the transportation, storage, disposal, management or release of gaseous or liquid substances, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., the Resource, Conservation and Recovery Act of 1976, as amended by the Hazardous Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., the Clean Air Act of 1966, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq., the Oil Pollution Act, 33 U.S.C. § 2701 et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., and the Atomic Energy Act, 42 U.S.C. § 2011 et seq., all state counterpart statutes, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder.

**1.1.29 *Environmental Permits.*** Environmental Permits means all permits issued under or with respect to applicable Environmental Laws and used or held by Seller in connection with the operation, maintenance, use, and/or ownership of the Assets.

**1.1.30 *Federal Power Act.*** Federal Power Act means the Federal Power Act (16 U.S.C. §§ 791a et seq.).

**1.1.31 *Fee Interests.*** Fee Interests is defined in Section 2.1.1.

**1.1.32 *FERC.*** FERC means the Federal Energy Regulatory Commission.

**1.1.33 *Good Utility Practice.*** Good Utility Practice is as defined in the SPP OATT.

**1.1.34 *Governmental Authority.*** Governmental Authority means any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including the MoPSC and FERC.

**1.1.35 *Hazardous Substances.*** Hazardous Substances means (i) any hazardous, toxic or radioactive substance, chemical or waste defined as such in any Environmental Law, (ii) asbestos, (iii) petroleum, crude oil or any fraction thereof which is not otherwise specifically listed

or designated as a hazardous substance under any Environmental Law and/or (iv) polychlorinated biphenyls.

1.1.36 **IA Assignment Agreement.** IA Assignment Agreement is defined in Section 4.8.

1.1.37 **Indemnified Party.** Indemnified Party is defined in Section 6.1.

1.1.38 **Indemnifying Party.** Indemnifying Party is defined in Section 6.1.

1.1.39 **Interim Period.** Interim Period is defined in Section 4.4.

1.1.40 **Knowledge.** Knowledge (and with correlative meaning Know) means, with respect to a Person, the collective actual knowledge of the directors and members of management of such Person, after reasonable inquiry by them of selected employees of such Person who are generally responsible for the subject matters to which the knowledge is pertinent.

1.1.41 **Material Adverse Effect.** Material Adverse Effect means, (a) with respect to Seller, any change, effect, event, or occurrence that is materially adverse to the Assets, or (b) with respect to the Party making a representation or warranty, any change, effect, event, or occurrence that is materially adverse to the ability of such Party to perform its obligations under this Agreement or consummate the Contemplated Transactions.

1.1.42 **MJMEUC.** MJMEUC means Missouri Joint Municipal Electric Utility Commission.

1.1.43 **Monetary Liens.** Monetary Liens is defined in Section 4.3.

1.1.44 **MoPSC.** MoPSC means the Missouri Public Service Commission.

1.1.45 **NERC.** NERC means the North American Electric Reliability Corporation.

1.1.46 **OATT.** OATT means SPP's Open Access Transmission Tariff on file with the FERC.

1.1.47 **Organizational Documents.** Organizational Documents means, with respect to any corporation, its articles or certificate of incorporation, by-laws, resolutions and consents, and with respect to any limited liability company, its certificate of formation, articles of organization, operating or limited liability company agreement, resolutions and consents.

1.1.48 **Permits.** Permits, certifications, licenses, franchises, approvals, consents, waivers or other authorizations of Governmental Authorities, including any building permits, Environmental Permits, certificates of occupancy, utility reservations or allocations, and certificates of compliance, which Seller has obtained for use of the Real Property or Personal Property.

1.1.49 **Permits Requiring Action.** Permits Requiring Action is defined in Section 3.1.8.

1.1.50 **Permitted Encumbrances.** Permitted Encumbrances means collectively: (i) liens, charges, encumbrances and exceptions for Taxes and other governmental charges and assessments (including special assessments) that are not due and payable on or prior to the date

of Closing, or if due and payable, are being contested in good faith and by appropriate proceedings and for which Seller shall have provided adequate security, in the reasonable judgment of Buyer and the Title Company, with any Action to foreclose or attach the Assets on account thereof properly stayed; (ii) liens, charges, encumbrances or imperfections in title that do not materially detract from the value of or materially impair the intended use of the Assets affected by such lien, charge, encumbrance or imperfection (expressly excluding any Monetary Liens); (iii) liens, charges, encumbrances or imperfections created by or resulting from the acts or omissions of Buyer; (iv) any Contracts that are a part of the Assets; and (v) liens or charges for liquidated amounts arising in the ordinary course incidental to the use of the Assets and that will be paid by Seller in the ordinary course of business prior to Closing or, if delinquent, that are being contested in good faith and by appropriate proceedings and for which Seller shall have provided adequate security, in the reasonable judgment of Buyer and the Title Company, with any Action to foreclose or attach the Assets on account thereof properly stayed.

**1.1.51 *Person.*** Person means any individual, partnership, limited liability company, firm, association, joint venture, cooperative, corporation, trust, unincorporated organization, Governmental Authority, joint action agency, body public and corporate, or other entity.

**1.1.52 *Personal Property.*** Personal Property is defined in Section 2.1.2.

**1.1.53 *Purchase Price.*** Purchase Price means Eleven Million Two Hundred and Fifteen Thousand One Hundred and Sixty Dollars (\$11,215,160.00).

**1.1.54 *Real Property.*** Real Property is defined in Section 2.1.1.

**1.1.55 *Recipient.*** Recipient is defined in Section 4.7.1.

**1.1.56 *Release.*** Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances into the Environment.

**1.1.57 *Repurchase Notice.*** Repurchase Notice is defined in Section 8.3.

**1.1.58 *Repurchase Option.*** Repurchase Option is defined in Section 8.3.

**1.1.59 *Requirements of Law.*** Requirements of Law means any applicable federal, state, county or local laws, statutes, regulations, rules, orders, judgments, decrees, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, the SPP, another RTO, or NERC, including any tariff accepted for filing and effective.

**1.1.60 *Retained Liabilities.*** Retained Liabilities is defined in Section 2.1.6(b).

**1.1.61 *Seller.*** Seller is defined in the introductory paragraph of this Agreement.

**1.1.62 *Seller Consents.*** Seller Consents is defined in Section 3.1.4.

**1.1.63 *SPP.*** SPP means the Southwest Power Pool, Inc.

**1.1.64 Survey.** Survey means a survey of the Fee Interests and/or Easements certified by a licensed Missouri land surveyor selected by Buyer.

**1.1.65 SWPA.** SWPA is defined in Section 4.8.1.

**1.1.66 SWPA/Nixa Interconnection Agreement.** SWPA/Nixa Interconnection Agreement is defined in Section 4.8.1.

**1.1.67 Taxes.** Taxes mean any taxes, charges, fees, levies, penalties or other assessments imposed by any United States federal, state or local or foreign taxing authority, including income, excise, property, sales, transfer, franchise, payroll, withholding, social security and other taxes, including any interest, penalties or additions attributable thereto.

**1.1.68 Tax Return.** Tax Return means any return, report, information return, or other document (including any related or supporting information) required to be supplied to any Governmental Authority with respect to Taxes.

**1.1.69 Title Commitments.** Title Commitments is defined in Section 4.3.

**1.1.70 Title Company.** Title Company is defined in Section 4.3.

**1.1.71 Title Review Period.** Title Review Period is defined in Section 4.3.

**1.1.72 Transmission Facilities.** Transmission Facilities means the tangible assets, real property interests, infrastructure and facilities owned by a Party and used to transmit or deliver power and energy for resale in or through the State, including equipment, feeders, lines, substations, switches, transformers and such other assets as may be designated transmission by the MoPSC, FERC, SPP, or other applicable regulatory agency, including facilities not controlled by SPP, if such facilities are used for delivery of power and energy for resale in the State.

**1.2 Interpretation.** In this Agreement, and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:

**1.2.1 Singular vs. Plural.** The singular includes the plural and vice versa;

**1.2.2 Successors and Assigns.** Reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;

**1.2.3 Person.** Reference to any gender includes each other gender;

**1.2.4 As in Effect.** Reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;

**1.2.5 References.** Reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition;

**1.2.6 Captions and Headings.** The captions and article and section headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;

**1.2.7 Capitalized Terms.** Any capitalized terms used but not defined herein shall have the meanings ascribed in the SPP OATT, and any technical terms used in this Agreement, save and except as defined herein or in the SPP OATT, shall have the same meaning and effect as may be ascribed in the electrical transmission industry;

**1.2.8 Hereunder.** Hereunder, hereof, hereto, herein and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof;

**1.2.9 Including.** Including (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

**1.2.10 Time Period.** Relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including;"

**1.2.11 Any.** Any means any and all;

**1.2.12 Law.** Reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder;

**1.2.13 Days.** Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified;

**1.2.14 Good Faith; Reasonableness.** This Agreement is to be performed in recognition of the obligations of good faith and fair dealing implied by law and therefore, any agreement or consent required of a Party shall not be unreasonably withheld, conditioned or delayed unless otherwise provided in this Agreement; any request shall be reasonable; a Party shall be obligated to use commercially reasonable efforts in performing its obligations hereunder; and

**1.2.15 Option.** Any option given to a Party hereunder shall be an option to take an action, but not the obligation to take such action.

**1.2.16 Construction.** This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

## ARTICLE 2. ASSET SALE

2.1 **Sale Generally.** Subject to the terms and conditions of this Agreement, as of the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, free and clear of all encumbrances, liens and security interests (other than Permitted Encumbrances), all of Seller's right, title and interest to the assets as of the Closing Date described in Sections 2.1.1 through 2.1.4 (collectively, the Assets):

2.1.1 ***Real Property.*** All of the real property, including all fee simple real estate interests (collectively, the Fee Interests), easements (collectively, the Easements), and leasehold interests, described in Schedule 2.1.1 (collectively, the Real Property).

2.1.2 ***Personal Property.*** All of the personal property described in Schedule 2.1.2 (collectively, the Personal Property).

2.1.3 ***Permits.*** All of the Permits set forth on Schedule 2.1.3 (the Assignable Permits).

2.1.4 ***Contracts.*** All of the Contracts set forth on Schedule 2.1.4 (the Assignable Contracts).

2.1.5 ***Identification of Assets.*** If within one (1) year after the Closing Date, either Party identifies any Assets that were inadvertently not transferred, assigned or conveyed to Buyer at Closing, then Seller shall transfer, assign and convey such Assets to Buyer at no additional cost to Buyer. In addition, if within one (1) year after the Closing Date, either Party identifies any assets that were inadvertently transferred, assigned or conveyed to Buyer at Closing that were not part of the Assets, then Buyer shall transfer, assign and convey back to Seller such assets at no cost to Seller.

2.1.6 ***Liability.***

(a) After the Closing Date, Buyer shall be responsible and liable for the Assets but only to the extent such liability relates to the ownership or operation of the Assets after the Closing (the Assumed Liabilities), provided, however, that Seller shall retain responsibility and liability for any liabilities arising from the ownership or operation of the Assets and from any causes of action, or potential causes of action accruing on or before the Closing Date.

(b) Except as specifically provided in Section 2.1.6(a), Buyer will not assume or in any way be liable or responsible for any liabilities or obligations of Seller whether or not arising out of the operation of the Assets. All liabilities or obligations of Seller other than Assumed Liabilities are hereinafter referred to as the Retained Liabilities.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**3.1.1 *Organization and Existence.*** Seller is a duly organized and validly existing charter city of the state of Missouri in good standing under the laws of the state of Missouri.

**3.1.2 *Execution, Delivery and Enforceability.*** Seller has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the Contemplated Transactions, have been duly authorized by all necessary action required on the part of Seller. Assuming Buyer's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

**3.1.3 *No Violation.*** Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the Contemplated Transactions, will (i) violate Seller's articles of organization, operating agreement or any other Organizational Document, each as amended to date; (ii) violate any Requirements of Law as applicable to Seller or any effective resolution of Seller, each as amended to date, in a manner that could reasonably be expected to result in a Material Adverse Effect; (iii) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (A) any Contract applicable to Seller or the Assets or (B) any Requirements of Law or any judgment, order or decree applicable to Seller or the Assets, which violation or default could reasonably be expected to result in a Material Adverse Effect; or (iv) result in the imposition or creation of any lien or encumbrance upon or with respect to any of the Assets that could reasonably be expected to result in a Material Adverse Effect or could reasonably be expected to materially limit Buyer from exercising any of its material rights under this Agreement.

**3.1.4 *No Consents.*** No consent or approval of, filing with or notice to any Person, is required to be obtained or made by Seller in connection with Seller's execution, delivery and performance of this Agreement, or the consummation of the Contemplated Transactions, except as set forth in Schedule 3.1.4 (the Seller Consents).

**3.1.5 *No Actions or Claims.*** There are no Actions at law or in equity, pending or, to the Knowledge of Seller, threatened relating to the Assets, the consummation of the Contemplated Transactions or any of Seller's obligations under this Agreement that could reasonably be expected to result in a Material Adverse Effect or could reasonably be expected to materially limit Buyer from exercising any of its material rights under this Agreement.

**3.1.6 *No Brokers.*** All negotiations relating to this Agreement and the Contemplated Transactions have been carried on by Seller in such a manner as not to give rise to any claim against Buyer (by reason of Seller's actions) for a brokerage commission, finder's fee or other like payment to any Person.

**3.1.7 *Contracts.*** Except for the Contracts set forth on Schedule 3.1.7 that are not capable of being assigned to Buyer at all or without consent (the Contracts Requiring Action), the

Assignable Contracts constitute all Contracts that are (i) used by Seller for the operation, maintenance, use, or ownership of the Assets by Seller or (ii) required for Seller to operate, maintain, use or own the Assets in accordance with Good Utility Practice, all Permits Requiring Action or Assignable Permits, all applicable NERC and SPP standards and all Requirements of Law. All of the Contracts Requiring Action and Assignable Contracts are valid and binding obligations of Seller, and are each in full force and effect. All of the payments required to have been made by Seller under any of the Contracts Requiring Action or Assignable Contracts have been paid, and to the Knowledge of Seller, there is not any existing default, or event which, with notice or lapse of time, or both, would constitute a default under any of such Contracts.

**3.1.8 *Permits.*** Except for the Permits set forth on Schedule 3.1.8 that are not capable of being assigned to Buyer at all or without consent (the Permits Requiring Action), the Permits constitute all Permits that are (i) used by Seller for the operation, maintenance, use, or ownership of the Assets by Seller, or (ii) required for Seller to operate, maintain, use or own the Assets in accordance with Good Utility Practice, all applicable NERC and SPP standards and all Requirements of Law. All of the Permits Requiring Action and Assignable Permits are valid and binding obligations of Seller, and are each in full force and effect. Seller is in compliance, except for any non-compliance that could not reasonably be expected to result in a Material Adverse Effect, with each of the Permits Requiring Action and the Assignable Permits and no event has occurred which constitutes or, after notice or lapse of time or both (other than, with respect to the Permits Requiring Action, the consummation of the Contemplated Transactions), will constitute a breach or default under any of such Permits or will permit revocation or termination of any of such Permits. The Permits are in full force and effect and the assignment of the Assignable Permits to Buyer will not cause a default under any Assignable Permit, render such Assignable Permit void or voidable, or violate the terms of such Assignable Permit.

**3.1.9 *Environmental Matters.*** Except as set forth in Schedule 3.1.9:

(a) To Seller's Knowledge, the Assets are in compliance, except for any non-compliance that will not result in a Material Adverse Effect, with the requirements of Environmental Laws.

(b) With respect to the Assets, neither Seller nor any Affiliate of Seller has received within the last three years any written notice from any Governmental Authority alleging a violation of Environmental Laws or, to Seller's Knowledge, any other written notice, report, or other information regarding any actual or alleged violation of Environmental Laws.

(c) To Seller's Knowledge, (i) there has been no Release from, in, on, or beneath the Assets that could reasonably be expected to form a basis for an Environmental Claim, and (ii) there are no Environmental Claims related to the Assets that are pending or threatened against Seller or the Assets.

(d) Seller has made available to Buyer all material correspondence, studies, audits, reviews, investigations, analyses, and reports on material environmental matters relating to the Assets (the Environmental Information) that are in the possession or control of Seller.

**3.1.10 Title to Personal Property.** Seller is the sole record and beneficial owner of the Personal Property. Except for Permitted Encumbrances and as set forth in Schedule 3.1.10, the Personal Property is free and clear of all encumbrances, liens and security interests. On the Closing Date, Buyer will acquire good and valid title to the Personal Property, free and clear of all encumbrances, liens and security interests, except for Permitted Encumbrances. No person or entity has any rights (except Buyer) to acquire or lease all or any portion of the Personal Property, or otherwise to obtain any interest therein, and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Personal Property or any interest therein.

**3.1.11 Taxes.** All Tax Returns relating to the Assets required to be filed by or on behalf of Seller have been filed in a timely manner, and all Taxes relating to the Assets (including those required to be shown on such Tax Returns) have been paid in full, except to the extent being contested in good faith by appropriate proceedings. Seller is not a party to any Tax allocation or sharing agreement relating to the Assets. On or before Closing, Seller will have paid all Taxes, deferred or otherwise, for which Seller has received prior to Closing pass through cost adjustments from the MoPSC.

**3.2 Representations And Warranties Of Buyer.** As of the Effective Date, Buyer represents and warrants to Seller as follows:

**3.2.1 Organization and Existence.** Buyer is a duly organized and validly existing limited liability company in good standing under the laws of the state of Delaware and is qualified to do business in the State.

**3.2.2 Execution, Delivery and Enforceability.** Buyer has full power and authority to execute and deliver, and carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the Contemplated Transactions, have been duly authorized by all necessary action required on the part of Buyer. Assuming Seller's due authorization, execution and delivery of this Agreement, this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by applicable law.

**3.2.3 No Violation.** Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the Contemplated Transactions, will (i) violate Buyer's articles of organization, operating agreement or any other Organizational Document, each as amended to date; (ii) violate any Requirements of Law as applicable to Buyer or any effective resolution of Buyer, each as amended to date, in a manner that will result in a Material Adverse Effect; (iii) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (A) any agreement, note, bond, mortgage, indenture, lease or other Contract applicable to Buyer or Buyer's Transmission Facilities or (B) any Requirements of Law or any judgment, order or decree applicable to Buyer or Buyer's Transmission Facilities, which violation or default will result in a Material Adverse Effect; or (iv) result in the imposition or creation of any lien

or encumbrance upon or with respect to any of the Buyer Transmission Facilities that will result in a Material Adverse Effect and/or will materially limit Seller from exercising any of its rights under this Agreement.

**3.2.4 *No Consents.*** No consent or approval of, filing with or notice to any Person is required to be obtained or made by Buyer in connection with Buyer's execution, delivery and performance of this Agreement, or the consummation of the Contemplated Transactions, except as set forth in Schedule 4.4 (collectively the Buyer Consents).

**3.2.5 *No Actions or Claims.*** There are no Actions or claims, either administrative or judicial, at law or in equity, pending or, to the Knowledge of Buyer, threatened against it relating to the consummation of the Contemplated Transactions or any of Buyer's obligations under this Agreement.

**3.2.6 *Brokers.*** All negotiations relating to this Agreement and the Contemplated Transactions have been carried on by Buyer in such a manner as not to give rise to any claim against Seller (by reason of Buyer's actions) for a brokerage commission, finder's fee or other like payment to any Person.

## ARTICLE 4. COVENANTS

**4.1 Surveys.** Within ten Days after the Effective Date, Seller shall deliver to Buyer or make available to Buyer copies of all surveys, maps and drawings in Seller's possession or control describing all or any portion of the Fee Interests or the Easements.

**4.2 Title Commitments.** Within ten Days after the Effective Date, Seller shall deliver to Buyer or make available to Buyer copies of the existing title policies, title commitments, and title reports applicable to the Assets, in each case that are in Seller's possession or control.

**4.3 Title Review.** Buyer shall, at Buyer's sole cost and expense, within forty-five (45) Days after the Effective Date (the Title Review Period), obtain one or more title insurance commitments (the Title Commitments) binding a nationally recognized title insurance company licensed by the State (the Title Company) to issue one or more policies of title insurance covering the Fee Interests and the Easements, and, at Buyer's election and sole expense, one or more Surveys. Seller will promptly process and provide any information reasonably requested by Buyer and Title Company for the purpose of preparing the Title Commitments. Buyer, within five (5) Days' of Buyer's receipt thereof, shall deliver to Seller a copy of the Title Commitment and Surveys, including the full text of each of the title exceptions or defects referred to therein. At any time during the Title Review Period, Buyer may reasonably object in writing to any exceptions (except for Permitted Encumbrances) that appear in the Title Commitments or the Surveys that materially affect the Assets and that are unacceptable to Buyer (Buyer's Title Objections). If no such objection notices are given during the Title Review Period, except as otherwise provided herein, Buyer shall be deemed to have accepted all exceptions to title and all other matters shown on the Title Commitments and Surveys and all such exceptions and all other matters shown on the Title Commitments and Surveys shall be included in the term Permitted Encumbrances; provided, however, that, notwithstanding anything to the contrary contained herein, Seller hereby agrees that, prior to Closing, Seller shall (1) remove or satisfy, to the reasonable satisfaction of Title Company and Buyer, all mortgages, or deeds of trust created by Seller, and (2) remove, satisfy or bond, as the case may be, to the reasonable satisfaction of the Title

Company and Buyer, all judgments, liens (including but not limited to mechanic's and materialmen's liens or other security interests), or encumbrances (other than liens for Taxes which are not due and payable) that can be removed by the payment of a liquidated sum of money not exceeding \$5,500,000 in the aggregate, excluding any costs of defeasance, prepayment penalties or premiums or other costs to the Seller of removing the same (collectively Monetary Liens). Seller may, but shall not be obligated to, at its sole cost and expense, cure or remove any or all of Buyer's Title Objections and give Buyer written notice of its intent with respect thereto within ten (10) Business Days after the Title Review Period expires. If Seller elects to attempt to cure or remove any or all of Buyer's Title Objections, Seller shall, subject to Section 9.1.5, be entitled to one or more reasonable adjournments of the Closing to attempt to cure Buyer's Title Objections, but Seller shall not be obligated to expend any sums, commence any lawsuits or take any other action in order to cure the same. If Seller does not agree, in writing, to cure or remove any or all Buyer's Title Objections, within ten (10) Days after Seller receives Buyer's Title Objections, then Seller shall be deemed to have elected not to cure or remove those Buyer's Title Objections that Seller has not previously agreed to cure. If Seller is unable or unwilling to cure or remove or commit in writing to so cure or remove prior to Closing Buyer's Title Objections to the reasonable satisfaction of Buyer and the Title Company, or if, after electing to attempt to cure or remove such Buyer's Title Objections, Seller determines, in Seller's reasonable judgment, that it is unable to cure or remove such Buyer's Title Objections, Buyer's sole remedy hereunder in such event shall be either: (i) to accept title to the Fee Interests and Easements subject to those Buyer's Title Objections that Seller is unwilling or unable to cure as if Buyer had not objected thereto and without reduction of the Purchase Price; or (ii) at any time prior to Closing, elect to terminate this Agreement by giving notice in writing to Seller in which event neither party hereto shall have any further rights, obligations or liabilities with respect to the other hereunder, except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. In the event that Buyer does not elect, in writing, to terminate this Agreement, Buyer shall be deemed to have accepted all of Buyer's Title Objections (other than Monetary Liens) that Seller has notified Buyer that Seller is unable or, in the case of Buyer's Title Objections that Seller has not previously elected to cure, unwilling, to cure and those remaining Buyer's Title Objections shall be included in the term Permitted Encumbrances. To terminate this Agreement pursuant to this Section 4.3, Buyer must give written notice to Seller of its election to terminate not later than ten (10) Days after receipt of written notice from Seller of its election not to attempt to cure any title exception or of Seller's determination, having previously elected to attempt to cure such exception, that it is unable or unwilling to do so. If Buyer fails to give Seller timely notice of its election to terminate, Buyer shall not have the right to terminate this Agreement under this Section 4.3 and those Buyer's Title Objections that Seller has notified Buyer that it is unwilling or unable to cure shall be deemed to be a Permitted Encumbrance hereunder, and Buyer shall be bound to proceed to the Closing and consummate the Contemplated Transactions pursuant to the terms of this Agreement.

#### **4.4 Interim Period.**

(a) During the period from the Effective Date to the Closing Date (the Interim Period), Seller shall keep, operate and maintain the Assets in accordance with Good Utility Practice and its normal procedures.

(b) Seller and Buyer agree that, during the Interim Period: (i) Seller will confer and coordinate, as necessary, on a periodic basis with one or more representatives of Buyer to discuss the general status of the Assets and operation of same; (ii) Seller will promptly notify Buyer of any changes in the Assets or operation of same that will result in a

Material Adverse Effect; and (iii) Seller will provide to Buyer updates to any of the Schedules attached hereto, except Schedule 3.1.4.

**4.5 Consents and Approvals.** Buyer and Seller shall cooperate to promptly prepare and file all necessary documentation to effect and obtain (and will support each other in obtaining and keep each other informed of the status thereof) all Consents as of the Closing, including any Consents needed to assign to Buyer all of the Assignable Contracts and all of the Assignable Permits. Buyer shall have the right to review and approve in advance all characterizations of the information relating to Buyer or its Affiliates, on the one hand, and Seller shall have the right to review and approve in advance all characterizations of the information relating to Seller, on the other hand, that appear in any filing made in connection with this Agreement or the consummation of the Contemplated Transactions. Seller agrees not to oppose or challenge, directly or indirectly, the positions taken by Buyer in seeking FERC's approval pursuant to Section 205 of the Federal Power Act of Buyer's initial filing to establish a formula rate to recover the revenue requirement for the Assets. The Parties hereby covenant and agree that they will jointly meet with the MoPSC staff or MoPSC personnel to notify and consult with them regarding the Contemplated Transactions no later than thirty (30) Days following the Effective Date. If SWPA does not consent to the assignment to Buyer of the SWPA/Nixa Interconnection Agreement within thirty (30) Days following the Effective Date, Seller shall use its commercially reasonable efforts to negotiate with SWPA to enter into a new Interconnection Agreement at or prior to Closing. If CUS does not consent to the assignment to Buyer of the SWPA/Nixa Interconnection Agreement within thirty (30) Days following the Effective Date, Seller shall use its commercially reasonable efforts to negotiate with CUS to enter into a new Interconnection Agreement at or prior to Closing. Buyer and Seller shall cooperate to promptly prepare and file all necessary documentation to effect and obtain (and will support each other in obtaining and keep each other informed of the status thereof) all Consents as of the Closing, including any Consents needed to assign to Buyer all of the Assignable Contracts and all of the Assignable Permits.

**4.6 Buyer Confirmatory Due Diligence.** Prior to the Closing Date (or the earlier termination of this Agreement), Seller shall, subject to any legal or regulatory restrictions, afford to Buyer and its authorized representatives reasonable access, during normal business hours upon reasonable prior notice, to the books and records in its possession relating solely to the Assets and to the Assets, for the sole purpose of confirming Seller's representations and warranties in this Agreement; provided, however, that neither Buyer nor its representatives shall conduct any environmental study of the Assets beyond a phase 1 level without the consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion. Buyer and its authorized representatives will conduct all such inspections in a manner which will not disrupt the business or operations of Seller.

**4.7 Confidentiality.**

**4.7.1 *Confidential Information Defined.*** For all purposes of this Agreement, the term Confidential Information shall refer to any and all information or material disclosed or provided by or on behalf of the Party disclosing the information (each, a Disclosing Party) to the Party receiving the information (each, a Recipient) that is identified by the Disclosing Party as Confidential Information. Confidential Information also includes any notes, analyses, compilations, studies, or other materials or documents prepared by Recipient that contain, reflect, or are based on, in whole or in part, other Confidential Information.

**4.7.2 Exceptions to Confidential Information.** Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Recipient, (ii) was already in Recipient's possession or Known to Recipient prior to being disclosed or provided to Recipient by or on behalf of Disclosing Party, provided that, to the best of Recipient's Knowledge, the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iii) is obtained by Recipient from a third party, provided that, to the best of Recipient's Knowledge, such third party is not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iv) is obtained by or provided to a third party under the Missouri Sunshine Act (RSMo 610.010 et seq.) or any similar Requirement of Law; (v) is obtained by or provided to a Governmental Authority at the request of such Governmental Authority or pursuant to Requirements of Law, or (vi) is necessary for the Party's compliance with Federal securities laws in connection with the issuance of any financing obligations.

**4.7.3 Restrictions on Disclosure and Use.** Recipient hereby covenants and agrees as follows:

(a) **Non-Disclosure.** Recipient shall keep strictly confidential and shall not disclose the Confidential Information to any Person, except (subject to Sections 4.7.3(b) and 4.7.3(d)) (i) to those Representatives of Recipient to whom disclosure is necessary in connection with Recipient's exercise of rights and obligations under this Agreement and any other Project Document and who shall be informed of the confidential nature of the Confidential Information, (ii) to comply with any Requirements of Law, (iii) to any financing sources of Recipient or underwriters or rating agencies in connection with Recipient's efforts to obtain financing, or as necessary (in offering documents or otherwise) to comply with any Requirements of Law in connection with any public offering of securities, or (iv) as otherwise consented to in advance and in writing by Disclosing Party. Recipient shall take all actions necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used, or obtained by any Person except in accordance with the terms of this Agreement.

(b) **Compelled Disclosure.** In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process or by any law, rule, or regulation of any Governmental Authority, including the Missouri Sunshine Act (RSMo 610.010, et seq.) and applicable state and Federal securities laws) to disclose any of the Confidential Information, Recipient shall, to the extent permissible, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Disclosing Party, Recipient is legally required to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information that counsel advises Recipient is legally required to disclose.

(c) **Ownership; No License.** No right, title, or interest in or to any of the Confidential Information is transferred to Recipient hereby or by the delivery of Confidential

Information to Recipient hereunder. Disclosing Party grants no license, by implication or otherwise, under or of any patent, copyright, trademark, trade secret, or other intellectual property right by disclosing Confidential Information under this Agreement.

(d) Use. Recipient shall use the Confidential Information solely for purposes required to exercise rights and obligations under, or otherwise carry out the Contemplated Transactions.

(e) Representative. All Representatives of Recipient to whom the Confidential Information has been disclosed shall be included within the definition of the term Recipient for purposes of this Agreement and shall be deemed bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and for that purpose it will be assumed that all such Representatives signed this Agreement as the Recipient hereunder.

**4.7.4 Return of Confidential Information.** Recipient shall, upon termination of this Agreement, promptly return to Disclosing Party or destroy (and certify in writing to Disclosing Party the destruction of) all Confidential Information, including all copies thereof, except Recipient may retain one copy of all Confidential Information for its legal files and shall not be required to destroy electronic copies contained on back-up media readily accessible only by information technology staff or experts. Notwithstanding such return or destruction, Recipient shall continue to be bound by this Agreement..

**4.7.5 Equitable Remedies.** Recipient hereby agrees that its failure to perform any obligation or duty that it has agreed to perform under this Section 4.7 may cause irreparable harm to Disclosing Party, which harm cannot be adequately compensated for by money damages. Accordingly, in the event of any actual or threatened breach or default by Recipient hereunder, Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to either seek to compel specific performance by, or seek to obtain injunctive relief against, Recipient.

**4.8 Interconnection Agreement.** On the Closing Date, subject to Seller obtaining consent from SWPA or CUS, as applicable, Seller shall assign the following documents to Buyer, pursuant to an IA Assignment Agreement substantially in the form attached hereto as Exhibit A (the IA Assignment Agreement):

**4.8.1** Interconnection Agreement dated May 21, 1992, as amended, between Seller and Southwestern Power Administration (SWPA) (the SWPA/Nixa Interconnection Agreement); and,

**4.8.2** Interconnection Agreement dated May 21, 1992, as amended, between Seller and City Utilities of Springfield, Missouri (CUS)(the CUS/Nixa Interconnection Agreement).

## ARTICLE 5. CONDITIONS TO CLOSING

**5.1 Conditions to Closing of Buyer.** The obligations of Buyer to consummate the Closing are subject to the satisfaction or waiver (to the extent permitted by law), on or prior to the Closing, of each of the following conditions precedent:

**5.1.1 *Compliance with Provisions.*** (i) Seller shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement that are required to be performed and complied with by Seller on or prior to the Closing Date, including Seller's delivery to Buyer of items set forth in Section 7.2; (ii) the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, in each case as though made at and as of the Closing Date except that (a) representations and warranties made as of a specified date need to be true and correct only on and as of the specified date, (b) representations and warranties qualified by concepts of materiality shall be true and correct in all respects on and as of the Closing Date as though made on such date (or, as applicable, on and as of the specified date), and (c) Seller may revise any Schedules to this Agreement to reflect new developments between the date of this Agreement and Closing; provided, however, if such revisions result in the representation and warranty to which such Schedule relates not being true and correct in all material respects as of the Closing Date, then it shall not constitute a breach of such representation and warranty or any other provision of this Agreement by Seller but Buyer shall have the right to terminate this Agreement pursuant to Section 9.1.4; and (iii) there shall have been delivered to Buyer a certificate to such effect, dated the Closing Date, signed on behalf of Seller by an authorized officer of Seller.

**5.1.2 *Consents.*** Buyer shall have obtained all Buyer Consents, with terms and conditions substantially equivalent to those requested in the applications filed therefor. Seller shall have obtained all Seller Consents, with terms and conditions substantially equivalent to those requested in the applications filed therefor or (i) if SWPA has not provided its consent to the assignment to Buyer of the SWPA/Nixa Interconnection Agreement, Buyer and SWPA shall have entered into a new Interconnection Agreement, which, among other things, terminates the SWPA/Nixa Interconnection Agreement, and (ii) if CUS has not provided its consent to the assignment to Buyer of the CUS/Nixa Interconnection Agreement, Buyer and CUS shall have entered into a new Interconnection Agreement, which, among other things, terminates the CUS/Nixa Interconnection Agreement.

**5.1.3 *No Monetary Liens.*** Any Monetary Liens shall have been cured or removed.

**5.2 Conditions to Closing of Seller.** The obligations of Seller to consummate the Closing are subject to the satisfaction or waiver (to the extent permitted by law), on or prior to the Closing, of each of the following conditions precedent:

**5.2.1 *Compliance with Provisions.*** (i) Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement that are required to be performed and complied with by Buyer on or prior to the Closing Date, including Buyer's delivery to Seller of items set forth in Section 7.3; (ii) the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, in each case as though made at and as of the Closing Date except that (a) representations and warranties made as of a specified date need to be true and correct only on and as of the specified date, (b) representations and warranties qualified by concepts of materiality shall be true and correct in all respects on and as of the Closing Date as though made on such date (or, as applicable, on and as of the specified date); and (iii) there shall have been delivered to Seller a certificate to such effect, dated the Closing Date, signed on behalf of Buyer by an authorized officer of Buyer.

**5.2.2 Consents.** Buyer shall have obtained all Buyer Consents, with terms and conditions substantially equivalent to those requested in the applications filed therefor. Seller shall have obtained all Seller Consents, with terms and conditions substantially equivalent to those requested in the applications filed therefor or (i) if SWPA has not provided its consent to the assignment to Buyer of the SWPA/Nixa Interconnection Agreement, Buyer and SWPA shall have entered into a new Interconnection Agreement, which, among other things, terminates the SWPA/Nixa Interconnection Agreement, and (ii) if CUS has not provided its consent to the assignment to Buyer of the CUS/Nixa Interconnection Agreement, Buyer and CUS shall have entered into a new Interconnection Agreement, which, among other things, terminates the CUS/Nixa Interconnection Agreement.

## ARTICLE 6. INDEMNIFICATION; LIMITATIONS ON DAMAGES

### 6.1 Indemnity.

**6.1.1 Seller Indemnity.** From and after the Closing Date, to the extent not prohibited by Requirements of Law, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates from and against any and all liabilities, damages and losses, and all costs or expenses, including reasonable attorneys' and consultants' fees and expenses in respect of third-party claims incurred or suffered as a result of or arising out of (i) the failure of any representation or warranty made by Seller in Section 3.1 (other than those in Section 3.1.1 or 3.1.2) to be true and correct as of the Closing Date, (ii) the failure of any representation or warranty made by Seller in Section 3.1.1 or 3.1.2 to be true and correct as of the Closing Date, (iii) any Retained Liabilities, or (iv) the breach by Seller of any of its post-Closing covenants set forth in this Agreement, provided, however, that in no event shall Seller have any liability to Buyer arising out of or related to clause (i) of this Section 6.1.1: (a) unless and until Buyer has incurred damages in an aggregate amount in excess of one percent (1%) of the Purchase Price, it being agreed that once such amount is exceeded, Seller shall have an obligation to pay Buyer only for the damages exceeding such amount, and (b) for damages incurred by Buyer that exceed twenty percent (20%) of the Purchase Price.

**6.1.2 Buyer Indemnity.** From and after the Closing Date, to the extent not prohibited by Requirements of Law, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates from and against any and all liabilities, damages and losses, and all costs or expenses, including reasonable attorneys' and consultants' fees and expenses incurred in respect of third-party claims incurred or suffered as a result of or arising out of: (i) the failure of any representation or warranty made by Buyer to be true and correct as of the Closing Date, (ii) any Assumed Liabilities, or (ii) the breach by Buyer of any of its post-Closing covenants set forth in this Agreement.

**6.2 Limitations on Damages.** Notwithstanding anything to the contrary in this Agreement, the Parties waive all Claims against each other (and against each other's Affiliates) for any consequential, incidental, indirect, special, punitive or exemplary damages. The above limitations shall not, however, constitute a limitation on liability for third party claims to the extent a third party is awarded by a Governmental Authority consequential, incidental, indirect, special, punitive or exemplary damages.

**6.3 Defense of Claims.** In the event that a third-party claim is made against one Party (the Indemnified Party) that may give rise to an indemnification claim by such Party against the other (the Indemnifying Party), then the Indemnified Party shall promptly provide written notice to the Indemnifying

Party (i) describing in reasonable detail the nature of the third-party claim and the basis for the request for indemnification under this Agreement, (ii) including a copy of all documents or pleadings related to such third-party claim, and (iii) including the Indemnified Party's best estimate of the amount of liabilities, damages, losses, costs or expenses that may arise from such third-party claim. The Indemnifying Party may assume control of the defense of the indemnification claim. Such defense shall include all appeals or reviews. The Indemnifying Party shall not make any settlement of any third-party claims without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement (x) provides for a complete release of the claims, (y) involves solely the payment or expenditure of money or performance of services that the Indemnifying Party commits to pay, expend or perform or cause to be paid, expended or performed, and (z) does not encumber any of the assets of any Indemnified Party. If the Indemnified Party withholds, conditions or delays its consent unreasonably, the Indemnified Party shall be obligated for any future expenses and excess settlement amounts. The Indemnified Party shall fully cooperate in connection with the defense of any such third-party claims including, without limitation, reasonable access to the Indemnified Party's records and personnel relating to such third-party claim, and will have the right to participate in the defense of any third-party claim by counsel of its own choosing and at its own expense.

## **ARTICLE 7. CLOSING; CLOSING DELIVERIES; COSTS AND PRORATIONS**

**7.1 Closing.** The sale and delivery of the Assets to Buyer, the payment of the Purchase Price to Seller, and the consummation of the other respective obligations of the parties contemplated by this Agreement will take place at the closing (the Closing). If this Agreement has not been terminated in accordance with ARTICLE 9, then upon the terms and subject to the satisfaction or waiver of the conditions precedent contained in ARTICLES 5 and 7, the Closing of the Contemplated Transactions shall occur within 15 Days following the date on which the last of the conditions precedent contained in ARTICLES 5 and 7 have been satisfied or waived (other than those conditions that by their nature are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver at the Closing of such conditions) at the offices of Husch Blackwell LLP, 4801 Main Street, Suite 1000, Kansas City, Missouri, or at such other place or time as the Parties may agree in writing. Each Party shall promptly notify the other when it becomes aware of (i) any Consent and (ii) all of the conditions precedent contained in ARTICLES 6 and 7 having been satisfied or waived. The Closing shall be effective for all purposes as of 12:01 a.m. on the Closing Date.

**7.2 Seller's Closing Deliveries.** Seller shall deliver to Buyer all the following at Closing:

- (a) Copies of the Charter of Seller certified as of a recent date by the City Clerk of Seller;
- (b) Resolution or Ordinance adopted by the City Council of Seller authorizing the execution of Seller's Closing Documents and the consummation of this transaction, in form and substance reasonably acceptable to Buyer;
- (c) Certificate of the City Clerk of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to (i) the Charter of Seller in effect as of the Closing Date; (ii) the resolutions or ordinances of Seller authorizing the execution and performance of this Agreement; and (iii) incumbency and signatures of the authorized

officers of Seller executing this Agreement and any document to be executed and delivered in connection herewith;

(d) Warranty Deed substantially in the form attached hereto as Exhibit B conveying the Fee Interests duly executed by Seller;

(e) Assignment of Easement substantially in the form attached hereto as Exhibit C conveying the Easements duly executed by Seller;

(f) Bill of Sale substantially in the form attached hereto as Exhibit D conveying the Personal Property duly executed by Seller;

(g) Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit E with respect to the Assignable Contracts and Assignable Permits, duly executed by Seller;

(h) If SWPA provides its consent, the IA Assignment Agreement executed and delivered by SWPA and Seller; and (ii) if CUS provides its consent, the IA Assignment Agreement executed and delivered by CUS and Seller;

(i) Pole Attachment Agreement in the form attached hereto as Exhibit G;

(j) Transmission Services Agreement in the form attached hereto as Exhibit H;

(k) Lease and Access Agreement in the form attached hereto as Exhibit I;

(l) Evidence reasonably satisfactory to Buyer that Seller has secured the discharge and full release of any encumbrances, liens and security interests, other than Permitted Encumbrances, burdening or otherwise affecting the Assets to be released at or prior to Closing;

(m) Any documents or instruments reasonably required by the Title Company from Seller for the issuance of an owner's title insurance policy to Buyer for the Fee Interests; and

(n) Such other notices, consents, documents, instruments and writings as are required to be executed and delivered by Seller at or prior to the Closing pursuant to the terms of this Agreement, or that may reasonably be requested by Buyer in connection with the transfer to Buyer of the Assets.

**7.3 Buyer's Closing Deliveries.** Buyer shall deliver to Seller all the following at Closing:

(a) The Purchase Price;

(b) Copies of the Articles of Organization of Buyer certified as of a recent date by the state of Delaware;

(c) Certificate of good standing of Buyer issued as of a recent date by the state of Delaware;

(d) Certificate of an authorized officer of Buyer dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to (i) the Organizational Documents of Buyer in effect as of the Closing Date; (ii) the resolutions of Buyer authorizing the execution and performance of this Agreement; and (iii) incumbency and signatures of the authorized officer Buyer executing this Agreement and any document to be executed and delivered in connection herewith;

(e) Assignment of Easement substantially in the form attached hereto as Exhibit C conveying the Easements duly executed by Buyer;

(f) Bill of Sale substantially in the form attached hereto as Exhibit D conveying the Personal Property duly executed by Buyer;

(g) Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit E with respect to the Assignable Contracts and Assignable Permits, duly executed by Seller, duly executed by Buyer;

(h) If SWPA provides its consent, the IA Assignment Agreement executed and delivered by SWPA and Buyer or if SWPA does not provide its consent, a new Interconnection Agreement executed and delivered by SWPA and Buyer, which, among other things, terminates the SWPA/Nixa Interconnection Agreement; and (ii) if CUS provides its consent, the IA Assignment Agreement executed and delivered by CUS and Buyer or if CUS does not provide its consent, a new Interconnection Agreement executed and delivered by CUS and Buyer, which, among other things, terminates the CUS/Nixa Interconnection Agreement;

(i) Pole Attachment Agreement in the form attached hereto as Exhibit G;

(j) Transmission Services Agreement in the form attached hereto as Exhibit H;

(k) Lease and Access Agreement in the form attached hereto as Exhibit I;

(l) Transition Services Agreement substantially in the form attached hereto as Exhibit F duly executed by Buyer and City Utilities of Springfield; and

(m) Such other consents, documents, instruments and writings as are required to be executed and delivered by Buyer at or prior to the Closing pursuant to the terms of this Agreement, or that may reasonably be requested by Seller in connection with the transfer to Buyer of the Assets.

#### **7.4 Costs and Prorations.**

(a) Buyer shall be liable for the cost of recording the deeds and other instruments conveying any Fee Interests or Easements to Buyer.

(b) Buyer shall be liable for the fees and costs of the Title Company in connection with any Title Commitment and any title insurance policies and endorsements issued in connection with the Fee Interests.

(c) Seller shall be liable for any special assessments that are levied or pending on or before the Closing Date.

(d) Other taxes, costs and other charges will be prorated by the Parties in accordance with Requirements of Law, and as customary in the County in which the Assets are located.

## ARTICLE 8. POST CLOSING COVENANTS

**8.1 Further Assurances.** Subject to the terms of this Agreement, each of Seller and Buyer will take, or cause to be taken, all action to do, or cause to be done, all things or execute any documents necessary, proper or advisable to consummate and make effective the Contemplated Transactions. On and after the Closing Date, Seller and Buyer will take all reasonably appropriate action and execute any documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions hereof and correct patent errors and omissions.

**8.2 Access to Records.** For three years after the Closing Date, for purposes of compliance with Requirements of Law or Good Utility Practice, each Party may review information and records relating to the Assets in the other Party's possession or control at the business locations where such other information is normally located, during normal business hours, and upon reasonable notice. In the alternative, if the Parties agree, such information and records may be provided in electronic form or hard copy. Such information and records shall be subject to the confidentiality obligations of this Agreement. Neither Party shall charge the other for any costs associated with complying with this Section 8.2.

**8.3 Seller Repurchase Option.** If MJMEUC terminates the CDA prior to the end of the Initial Term (as defined in the CDA) or any Renewal Term (as defined in the CDA), then Seller or MJMEUC may repurchase the Assets and any improvements thereto (the Repurchase Option). To exercise the Repurchase Option, Seller or MJMEUC shall provide written notice to Buyer within sixty (60) days of MJMEUC's termination of the CDA (the Repurchase Notice). If the Repurchase Option is exercised, Buyer shall sell the Assets and any improvements thereto to MJMEUC or Seller, as applicable, for an amount equal to Buyer's PP&E, but otherwise on the terms and conditions set forth in this Agreement, to the extent such terms are applicable. For purposes of this Agreement, Buyer's PP&E means the net property, plant and equipment value of the Assets and any improvements thereto reflected on Buyer's asset register based on Buyer's financial statements reduced by accumulated depreciation associated with such Assets and improvements thereto, in all cases in accordance with the system of accounts approved by FERC and applicable to electric public utilities under subchapter C, Part 101 of 18 C.F.R. The rights and obligations of this Section 8.3 shall survive termination of this Agreement and MJMEUC shall be an express third party beneficiary of this Section 8.3.

## ARTICLE 9. TERMINATION

**9.1 Rights to Terminate.** This Agreement may, by written notice given on or prior to the Closing Date, in the manner provided in Section 10.1, be terminated at any time prior to the Closing Date (or such earlier date specifically provided below) pursuant to one or more of the following provisions:

**9.1.1 *By Seller for Material Breach.*** By Seller if there has been a material breach by Buyer with respect to any of Buyer's agreements, representations and warranties in this Agreement and such breach is not cured within 30 Days after receipt by Buyer of written notice specifying in detail the nature of such breach; provided, however, that if such breach is curable but cannot reasonably be cured within 30 Days and Buyer has promptly commenced and is diligently proceeding to cure such breach, this Agreement may not be terminated pursuant to this Subsection (a) unless such breach remains uncured at least 60 Days after Buyer's receipt of Seller's notice of such breach; provided, further, however, if the breach has been cured prior to Seller giving written notice of termination to Buyer, Seller shall not have the right to terminate this Agreement pursuant to this Section 9.1.1;

**9.1.2 *By Buyer for Material Breach.*** By Buyer if there has been a material breach by Seller with respect to Seller's agreements, representations and warranties in this Agreement and such breach is not cured within 30 Days after receipt by Seller of written notice specifying in detail the nature of such breach; provided, however, that if such breach is curable but cannot reasonably be cured within 30 Days and Seller has promptly commenced and is diligently proceeding to cure such breach, this Agreement may not be terminated pursuant to this Subsection (b) unless such breach remains uncured at least 60 Days after Seller's receipt of Buyer's notice of such breach; provided, further, however, if the breach has been cured prior to Buyer giving written notice of termination to Seller, Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1.2;

**9.1.3 *By Buyer as a Result of Title Review.*** By Buyer in accordance with Section 4.3;

**9.1.4 *By Buyer as a Result of New Development.*** By Buyer in accordance with Section 5.1.1(ii)(c);

**9.1.5 *By Buyer if Phase 2 Refused.*** By Buyer if Buyer requests Seller to allow Buyer or its representatives to conduct an environmental study of the Assets beyond a phase 1 level and Seller refuses to allow Buyer or its representatives to do so.

**9.1.6 *No Consent; Court Order.*** (i) By either Party if any Governmental Authority which is required to grant its consent or approval as set forth on Schedule 3.1.4 or Schedule 3.2.4 shall have determined (1) not to grant its consent or approval pursuant to an order that shall have become final and non-appealable or (2) to grant its consent or approval on terms and conditions that are not substantially equivalent to those requested in the applications filed for such consent or approval, or (ii) by Seller or Buyer if a court of competent jurisdiction shall have issued an order or injunction permanently restraining or otherwise prohibiting the Closing, and such order or injunction shall have become final and non-appealable;

**9.1.7 *By Certain Date.*** By either Party if the Closing shall not have occurred on or prior to March 31, 2016; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1.7 shall not be available to any Party whose failure to perform any of its obligations under this Agreement required to be performed by it at or prior to the Closing has been the cause of, or resulted in, the failure of the Closing to occur by such anniversary date; or

**9.1.8 *Mutual Written Agreement.*** By mutual written agreement of Seller and Buyer.

**9.1.9 For Failure to Complete Exhibits.** By either Buyer or Seller if any of the forms of agreements contained in Exhibits A, F, G, H or I have not been finalized within thirty (30) days of the Effective Date.

**9.2 Effect of Termination.** If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties hereunder (other than the obligations set forth in Sections 1.1 (Defined Terms), 1.2 (Interpretation), 4.7 (Confidentiality), and Article 10 (General Provisions) shall be terminated without further liability of any Party to the other, provided, however, that if this Agreement is terminated (x) by Seller pursuant to Section 9.1.1, Seller's right to pursue all legal and equitable remedies will survive such termination unimpaired and (y) by Buyer pursuant to Section 9.1.2, Buyer's right to pursue all legal and equitable remedies will survive such termination unimpaired. Upon termination, any applications pending with respect to the Contemplated Transactions before any Governmental Authorities shall be withdrawn by the Parties.

**9.3 Survival of Terms and Conditions.** After the Closing, (i) each of the representations and warranties of the Parties set forth in this Agreement shall survive until the first anniversary of the Closing Date; provided that the representations and warranties of Seller set forth in Sections 3.1.1 and 3.1.2 and the representations and warranties of Buyer set forth in Sections 3.2.1 and 3.2.2 shall survive indefinitely and the representations and warranties of Seller set forth in Section 3.1.11 shall survive until the expiration of the applicable statute of limitations, and (ii) each of the covenants and agreements of the Parties set forth in this Agreement shall survive the Closing Date until fully performed.

## ARTICLE 10. GENERAL PROVISIONS

**10.1 Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail in any such case directed or addressed to the respective addresses set forth below or (iv) transmitted by electronic mail. Such notices shall be effective: (a) in the case of hand deliveries, when delivered; (b) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature card indicating acceptance by addressee; and (d) in the case of electronic mail, the date on which the electronic mail is delivered, as evidenced by an electronic delivery notice, or if not a Business Day, on the next Business Day. Any Party may change its address by written notice to the other Party given in accordance with this Section 10.1, following the effectiveness of which notice such Party's address or facsimile number shall be updated accordingly.

If to Seller:

Doug Colvin  
Public Works Director  
City of Nixa  
1111 W. Kathryn  
PO Box 395  
Nixa, Missouri 65714  
(O) 417-725-2353  
(F) 417-725-2480  
[dcolvin@nixa.com](mailto:dcolvin@nixa.com)

*With a copy to each of:*

D. Patrick Sweeney, Esq.  
Hall Ansley, P.C.  
3275 E. Ridgeview Street  
Springfield, Missouri 65804  
(O) 417-890-8700  
(F) 417-890-8855  
[psweeney@hallansley.com](mailto:psweeney@hallansley.com)

Lori B. Green  
Nixon Peabody, LLP  
1300 Clinton Square  
Rochester, New York 14604  
(O) 585-263-1236  
(F) 866-947-1133  
[lgreen@nixonpeabody.com](mailto:lgreen@nixonpeabody.com)

If to Buyer:

Edward M. Rahill  
President and Chief Executive Officer  
South Central MCN LLC  
2 North LaSalle, Suite 420  
Chicago, IL 60602  
(O) 312-283-5200  
(F) 312-283-5199  
[erhail@gridliance.com](mailto:erhail@gridliance.com)

*With a copy to each of:*

N. Beth Emery  
Senior Vice President, General Counsel & Secretary  
South Central MCN LLC  
2 North LaSalle, Suite 420  
Chicago, IL 60602  
(O) 312-283-5222  
(F) 312-283-5199  
[bemery@gridliance.com](mailto:bemery@gridliance.com)

John C. Crossley  
Husch Blackwell, LLP  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112  
(O) 816-983-8339  
(F) 816-983-8080  
[john.crossley@huschblackwell.com](mailto:john.crossley@huschblackwell.com)

**10.2 Entire Agreement.** This Agreement and any Schedules and Exhibits attached hereto, shall constitute the entire agreement between the Parties relating to the subject matter hereof and shall supersede all prior contracts and understandings between them relating to such matters.

**10.3 Counterparts.** This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange facsimile counterparts of the signature pages to this Agreement.

**10.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the Parties' expectations regarding this Agreement. Otherwise, the Parties agree to replace any invalid or unenforceable provision with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

**10.5 Assignment; Binding Effect.** This Agreement shall not be assigned or delegated by either Buyer or Seller without the consent of the other Party, and any assignment or delegation shall not be valid, without the express written consent of such other Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

**10.6 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the Parties and their successors and permitted assigns and no other Person shall have any rights, interest, or claims hereunder or otherwise be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise; provided, however, that MJMEUC shall be an express third party beneficiary of Section 8.3 of this Agreement.

**10.7 Remedies.** In the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached, the non-breaching Party shall be entitled to commence an action to require the breaching Party to remedy such breach and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and may exercise such other rights and remedies as it may have in equity or at law.

**10.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of law.

**10.9 Waiver.** Either Party may extend the time for or waive the performance of any obligation of the other Party, waive any inaccuracies in the representations or warranties of the other Party, or waive compliance by the other Party with any of the terms and conditions contained in this Agreement. Any such extension or waiver shall be in writing and executed by the Party granting the waiver.

**10.10 Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by written agreement of the Parties.

**10.11 Timely Performance.** A material consideration of the Parties entering into this Agreement is that the Parties will perform all of their respective obligations under this Agreement in a timely manner.

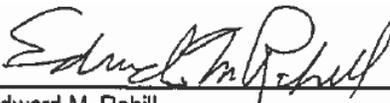
**10.12 No Public Announcement.** Neither Buyer nor Seller shall, without the approval of the other, make any press release or other public announcement concerning this Agreement or the Contemplated Transactions, except as and to the extent that any such Party shall be so obligated by Requirements of Law, in which case the other Party shall be advised and the Parties shall use their reasonable efforts to cause a mutually agreeable release or announcement to be issued.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**BUYER**

**South Central MCN LLC**

By:   
Edward M. Rahill  
President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized representatives as of the date first set forth above.

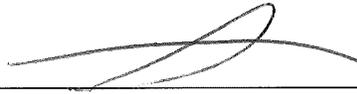
**BUYER**

**South Central MCN LLC**

By: \_\_\_\_\_  
Edward M. Rahill  
President and Chief Executive Officer

**SELLER**

**City of Nixa, Missouri**

By: \_\_\_\_\_  
  
Brian Steele  
Mayor

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**BUYER**

**South Central MCN LLC**

By:   
Edward M. Rahill  
President and Chief Executive Officer

**SELLER**

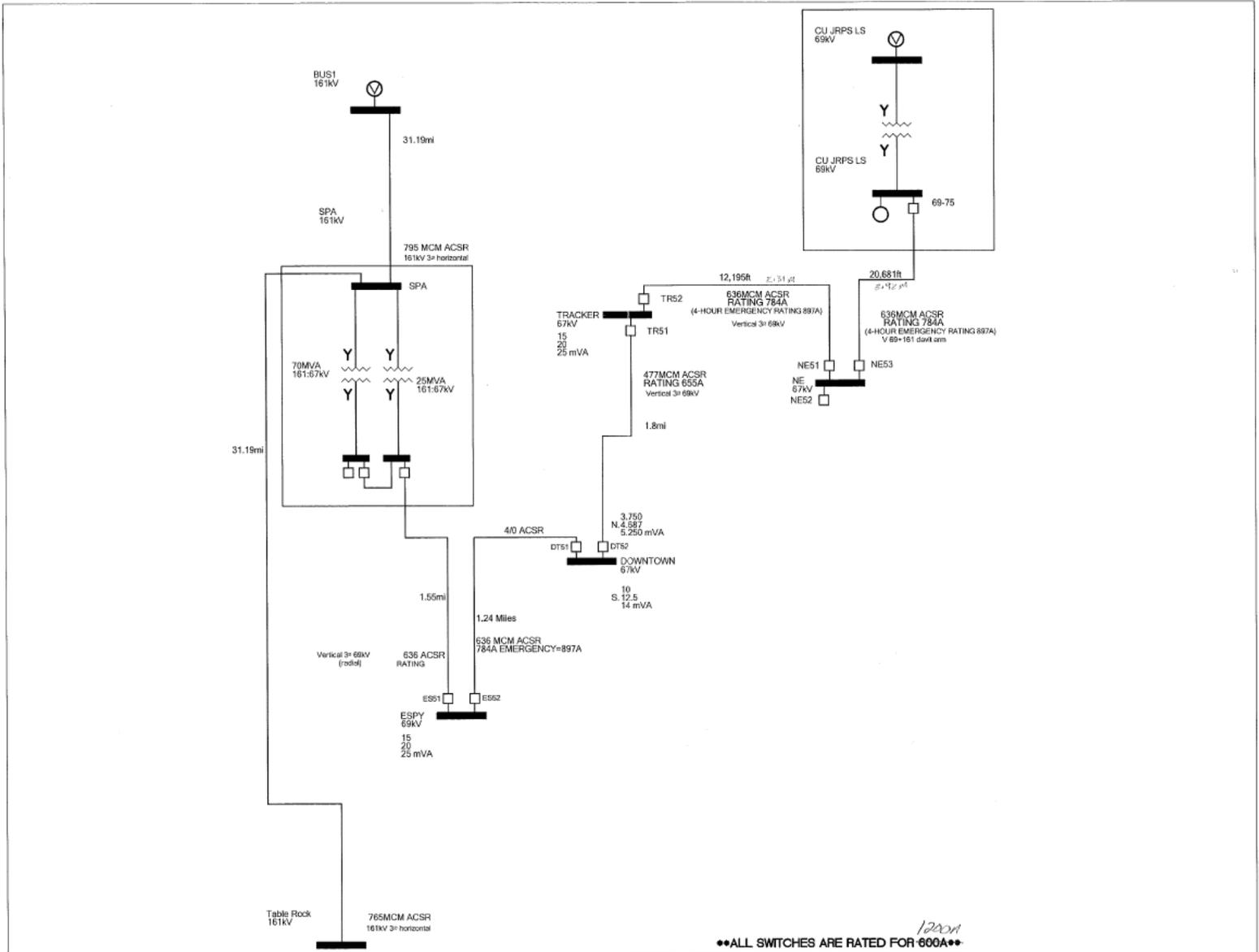
**City of Nixa, Missouri**

By: \_\_\_\_\_  
Brian Steele  
Mayor

# SCHEDULE 2.1.1

## REAL PROPERTY

Below is a one-line diagram depicting Seller's transmission line. All Real Property in which Seller has an interest along this line will be conveyed by Seller to Buyer at Closing. A description of the Real Property will be provided by Seller to Buyer no later than sixty (60) days from the Effective Date.



**SCHEDULE 2.1.2**

**PERSONAL PROPERTY**

**SUBSTATION ASSETS**

<b>Northeast Substation</b>	<b>Tracker Substation</b>
<b>Equipment</b>	<b>Equipment</b>
(2) 69 kV Lines + 1 Future	(2) 69 kV Lines
(3) 69 kV Breakers	(2) 69 kV Breakers
(9) 69 kV Potential Transformers	(6) 69 kV Potential Transformers
(9) 69 kV lightning arrestors	(6) 69 kV lightning arrestors
(6) 69kv Disconnect or Bypass Switches	(6) 69kv Disconnect or Bypass Switches
<b>Foundations/Structure</b>	<b>Foundations/Structure</b>
(4) LA/PT stands	(4) LA/PT stands
(4) 69 kV Box Structure	(4) 69 kV Box Structure
(3) 69 kV Breaker Pad	(2) 69 kV Breaker Pad
<b>Common Assets</b>	<b>Common Assets</b>
Control House	Control House
Battery System	Battery System
Substation Grounding	Substation Grounding
Fence	Fence
Land/Rock	Land/Rock
Relay Panels/SCADA Equipment	Relay Panels/SCADA Equipment
<b>ESPY Substation</b>	<b>Downtown Substation</b>
<b>Equipment</b>	<b>Equipment</b>
(2) 69 kV Lines	(2) 69 kV Lines
(2) 69 kV Breakers	(2) 69 kV Breakers
(6) 69 kV Potential Transformers	(6) 69 kV Potential Transformers
(6) 69 kV lightning arrestors	(6) 69 kV lightning arrestors
(4) 69kv Disconnect or Bypass Switches	(5) 69kv Disconnect or Bypass Switches
<b>Foundations/Structure</b>	<b>Foundations/Structure</b>
(16) LA/PT stands	(0) LA/PT stands
(4) 69 kV Box Structure	(6) 69 kV Box Structure
(2) 69 kV Breaker Pad	(2) 69 kV Breaker Pad
<b>Common Assets</b>	<b>Common Assets</b>

Control House	Control House
Battery System	Battery System
Substation Grounding	Substation Grounding
Fence	Fence
Land/Rock	Land/Rock
Relay Panels/SCADA Equipment	Relay Panels/SCADA Equipment

POLES

PoleID	Comments	Owner	Material	Height	Year Mfd.	Att. 1	Att. 2	Att. 3	Class	Feeder	Photo #	Northing	Easting	Double Deadend	Guide	Lift Pole	H Frame	Hdwr 1	Hdwr 1 Comment	Hdwr 2	Hdwr 2 Comment	Primary Notes
PP-H6-080	class h1 guide s	Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	69	0	452642.8	1412798	FALSE	TRUE	FALSE	FALSE	N/A		N/A		3w to sub 3n
PP-H6-085		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	452795.1	1412803	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-005		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	453111.8	1412812	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-010		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	453341.2	1412820	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-015		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	453564.7	1412826	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-020		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	453841	1412836	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-025		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	454124.5	1412846	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-030		Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	69	0	454384.5	1412854	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H5-035	class h1 guide e	Nixa Utilities	Wood	95'	2006	Ozark Electric	Sudden Link	N/A	H1	69	0	454616.4	1412884	TRUE	TRUE	FALSE	FALSE	N/A		N/A		3ns
PP-H4-020		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H1	69	0	454869.3	1412894	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H4-015		Nixa Utilities	Wood	100'	2006	Ozark Electric	N/A	N/A	H1	69	0	455178.6	1412905	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H4-010		Nixa Utilities	Wood	100'	2006	Ozark Electric	N/A	N/A	H1	69	0	455425.6	1412913	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H4-005		Nixa Utilities	Wood	100'	2006	Ozark Electric	N/A	N/A	H1	69	0	455714	1412922	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-H3-005		Nixa Utilities	Wood	Guy Pole	2006															N/A		
PP-I3-005	class h1 guide-n	Nixa Utilities	Wood	100'	2006	Ozark Electric	N/A	N/A	H1	69	0	455994	1412934	TRUE	TRUE	FALSE	FALSE	N/A		N/A		3es
PP-I3-		Nixa	Wood	80'	2006	Ozark	N/A	N/A	H1	69	0	455985.5	1413149	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew

010		Utilities				Electric															
PP-I3-015		Nixa Utilities	Wood	75'	2006	Ozark Electric	N/A	N/A	H1	69	0	455979.3	1413301	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-020		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	455968.9	1413539	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-025		Nixa Utilities	Wood	80'	2006	Ozark Electric	N/A	N/A	H1	69	0	455955.1	1413837	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-030		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455943.5	1414102	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-035		Nixa Utilities	Wood	80'	2006	Ozark Electric	N/A	N/A	H1	69	0	455934.5	1414333	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-040		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455920.9	1414641	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-045		Nixa Utilities	Wood	80'	2006	Ozark Electric	N/A	N/A	H1	69	0	455908.2	1414931	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I3-050		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	455895.6	1415212	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-I5-005		Nixa Utilities	Wood	Guy Pole	2006															N/A	
PP-J3-055		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	455882.2	1415532	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-060		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455873.9	1415743	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-065		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455865.2	1415941	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-070		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455855.9	1416170	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-075		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455840.4	1416445	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-080		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455823.5	1416754	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-085		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	455806.1	1417055	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-J3-090		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H4	69	0	455792.6	1417307	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3wne
PP-J3-095		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H4	69	0	455858.1	1417378	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3swn
PP-J3-100		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	456008.2	1417381	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-J3-105		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H1	69	0	456329	1417390	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-J3-110		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	456639.3	1417398	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-J3-115		Nixa Utilities	Wood	90'	2006	Ozark Electric	N/A	N/A	H1	69	0	456939.3	1417406	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-J2-005		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H1	69	0	457205	1417412	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3es
PP-K2-005		Nixa Utilities	Wood	85'	2006	Ozark Electric	N/A	N/A	H1	69	0	457192.2	1417689	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew

PP-K2-010		Nixa Utilities	Wood	95'	2006	Ozark Electric	N/A	N/A	H1	69	0	457174.5	1418000	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
PP-K2-015		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	69	0	457163.7	1418220	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
PP-K2-020		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	69	0	457154.7	1418402	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
PP-K2-025		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H3	69	0	457142.1	1418639	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3wne
PP-K2-030		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H2	69	0	457217	1418729	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3swn
PP-K2-035		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	457466.2	1418735	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K2-040		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	457767.4	1418740	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K2-045		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	458075.1	1418747	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K1-005		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	458376.4	1418754	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K1-010		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	458696.4	1418760	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K1-015		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	459014.7	1418766	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-K1-020		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	459336.2	1418773	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	69	0	459652.3	1418780	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	69	0	460060.7	1418788	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	69	0	460331.8	1418793	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	460688.5	1418801	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	461061.3	1418808	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	69	0	461542.7	1418818	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	69	0	461790.9	1418823	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3snw

0		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	462024.9	1418694	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3nwse
0		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	69	0	462282	1418552	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3nwse
0	3 phase 3 poles	Nixa Utilities	Wood	50'	2006	N/A	N/A	N/A	1	69	0	462515.7	1418421	TRUE	FALSE	FALSE	FALSE	N/A		N/A		1nwse
0	3 phase 3 poles	Nixa Utilities	Wood	50'	2006	N/A	N/A	N/A	1	69	0	462622.5	1418369	TRUE	FALSE	FALSE	FALSE	N/A		N/A		1nwse
0		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	69	0	462852.1	1418256	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3nwse
0		Nixa Utilities	Wood	100'	2006	N/A	N/A	N/A	H1	69	0	463213.3	1418072	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3nwse
0		Nixa Utilities	Wood	95'	2006	N/A	N/A	N/A	H1	69	0	463903.8	1417775	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3nes
0		Nixa Utilities	Wood	95'	2006	N/A	N/A	N/A	H1	69	0	464153.4	1417901	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3swn
0		Nixa Utilities	Wood	Unknown	0	N/A	N/A	N/A	Unknown	69	0	464484.2	1417947	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	Unknown	0	N/A	N/A	N/A	Unknown	69	0	464835.4	1417996	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	100'	2006	N/A	N/A	N/A	H1	69	0	465107.8	1418032	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
0		Nixa Utilities	Wood	85'	2006	Other	N/A	N/A	H2	69	0	465501.2	1418029	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3es
0		Nixa Utilities	Wood	75'	2006	Other	N/A	N/A	H1	69	0	465501.2	1418254	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
0		Nixa Utilities	Wood	80'	2006	Other	N/A	N/A	H1	69	0	465501	1418453	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
0		Nixa Utilities	Wood	85'	2006	Other	N/A	N/A	H1	69	0	465501.2	1418710	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ws-to sub
0		Nixa Utilities	Wood	100'	2006	N/A	N/A	N/A	H1	69	0	463693.2	1417769	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3nse
0		Nixa Utilities	Wood	100'	2006	N/A	N/A	N/A	H1	69	0	463478.5	1417905	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3nwse
PP-G7-010		Nixa Utilities	Wood	55'	2006	N/A	N/A	N/A	H1	69	0	450986.7	1408132	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3es
PP-G7-005		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	Unknown	69	0	450889.6	1408129	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3ns
PP-G7-020		Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	69	0	450967.7	1408646	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
PP-G7-015		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	69	0	450978.3	1408398	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew
PP-F9-060		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	69	0	448311.3	1406368	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3s 3e to sub
PP-		Nixa	Wood	60'	1999	N/A	N/A	N/A	1	69	0	441634.8	1407632	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3s 3n

G14-425		Utilities																			3e-to sub
PP-G14-430		Nixa Utilities	Wood	55'	1998	N/A	N/A	N/A	1	69	0	441663	1407628	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3s 3e-to sub
PP-E15-		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	69	0	440390.8	1402347	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ne3s-to sub
PP-E15-015		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	440946.8	1402431	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-E15-010		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	69	0	441219.7	1402441	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-E15-005		Nixa Utilities	Wood	95'	2006	N/A	N/A	N/A	H1	69	0	441439.2	1402444	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-C15-090		Nixa Utilities	Wood	75'	2010	N/A	N/A	N/A	H2	69	0	440347.7	1398592	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-C15-085		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H2	69	0	440358.5	1398319	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-C15-080		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H2	69	0	440366.2	1398041	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ew
PP-C15-075		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	1	69	0	440370.9	1397767	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3e3n
PP-C15-070		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H1	69	0	440631.2	1397780	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-C15-060		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H1	69	0	440893.2	1397786	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-C15-045		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H2	69	0	441153.3	1397796	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-C15-030		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H1	69	0	441416.5	1397802	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3ns
PP-C15-005		Nixa Utilities	Wood	70'	2010	N/A	Sudden Link	Ozark Electric	1	69	0	441668	1397811	TRUE	TRUE	FALSE	FALSE	N/A		N/A	3s3w
PP-C14-020		Nixa Utilities	Wood	70'	2010	Sudden Link	Ozark Electric	N/A	H1	69	0	441689.6	1397361	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A	3ew
PP-C14-015		Nixa Utilities	Wood	70'	2010	Sudden Link	Ozark Electric	N/A	H1	69	0	441699.3	1397081	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A	3ew
PP-		Nixa	Wood	80'	2010	Sudde	Ozark	N/A	H2	69	0	441701	1396811	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A	3ew

C14-010		Utilities				n Link	Electric															
PP-C14-005		Nixa Utilities	Wood	75'	2010	Sudden Link	Ozark Electric	N/A	H1	69	0	441707.2	1396542	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		3ew
PP-B14-015		Nixa Utilities	Wood	70'	2010	Sudden Link	Ozark Electric	N/A	H1	69	0	441715.3	1396263	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		3ew
PP-B14-010		Nixa Utilities	Wood	70'	2010	Sudden Link	Ozark Electric	N/A	H1	69	IMAG 1188.JPG	441721.6	1396063	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		3ew
PP-B14-005		Nixa Utilities	Wood	75'	2010	Sudden Link	Ozark Electric	N/A	1	69	0	441726.4	1395882	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		3e3nw-to sub
PP-C14-025		Nixa Utilities	Wood	70'	2010	Sudden Link	Ozark Electric	N/A	H2	69	0	441678.1	1397618	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		3ew
PP-F14-095		Nixa Utilities	Wood	Unknown	0	Fiber	Sudden Link	N/A	Unknown	d3	IMAG 0737.JPG	441632.1	1407127	TRUE	FALSE	FALSE	FALSE	Street Light	150	N/A		3n-69 1n-d4 3-3e-69/69/d3 2-3w-69/d3
PP-G14-395		Nixa Utilities	Wood	60'	1999	Fiber	Sudden Link	N/A	1	d3	IMAG 0738.JPG	441626.2	1407265	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3-3ew-69/69/d3 1s-d3 3ugsw-d3
PP-G14-415		Nixa Utilities	Wood	75'	1999	Fiber	Sudden Link	N/A	1	d3	IMAG 0739.JPG	441618.4	1407445	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		3-3ew-69/69/d3
PP-G14-420	class h1 guide-e	Nixa Utilities	Wood	75'	1999	Fiber	Sudden Link	N/A	H1	d3	0	441609.6	1407627	TRUE	TRUE	FALSE	FALSE	N/A		N/A		3-3w-69/d3 3e-d3 2-3n-69
PP-F14-090		Nixa Utilities	Wood	70'	0	Sudden Link	N/A	N/A	2	d3	IMAG 0970.JPG	441630.1	1406939	FALSE	TRUE	FALSE	FALSE	Capacitor	3-cb135	Street Light	150	2-3ew
PP-F14-085	trans-d3	Nixa Utilities	Steel	Unknown	0	Sudden Link	N/A	N/A	Unknown	d3	IMAG 0972.JPG	441651.9	1406767	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3n-d3
PP-F14-080		Nixa Utilities	Wood	35'	2001	N/A	N/A	N/A	4	d3	0	441652.1	1406604	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew3ugsw
PP-F14-075		Nixa Utilities	Wood	35'	0	N/A	N/A	N/A	4	d3	0	441648.8	1406557	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew3ugsw
PP-F14-070	trans-d3	Nixa Utilities	Wood	75'	1983	N/A	N/A	N/A	2	d3	IMAG 0973.JPG	441653.6	1406329	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 1ugsw-d3
PP-F14-065	trans-d3	Nixa Utilities	Wood	70'	1983	N/A	N/A	N/A	2	d3	IMAG 0974.JPG	441649.4	1405947	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew

PP-F14-060		Nixa Utilities	Wood	35'	1992	N/A	N/A	N/A	4	d3	0	441652.1	1405706	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ew3ugsw
PP-F14-055		Nixa Utilities	Wood	70'	0	N/A	N/A	N/A	2	d3	0	441654.2	1405484	FALSE	TRUE	FALSE	FALSE	Street Light	250	N/A		2-3ew 2-3ugsw-d3
PP-F12-075		Nixa Utilities	Steel	Unknown	1999	N/A	Sudden Link	N/A	Unknown	d4	IMAG0502.JPG	445542.1	1407161	TRUE	FALSE	FALSE	FALSE	Security	100	N/A		2-3ws 3e-d4
PP-F12-080		Nixa Utilities	Laminated	70'	1999	Fiber	Sudden Link	N/A	1	d4	0	445366.9	1407159	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3n/se
PP-F12-085		Nixa Utilities	Laminated	70'	1999	Fiber	Sudden Link	N/A	H6	d4	0	445204.4	1407210	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 nw/se
PP-F12-090		Nixa Utilities	Laminated	70'	1999	Fiber	Sudden Link	N/A	H6	d4	0	445029.2	1407237	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3nw/s
PP-F12-095		Nixa Utilities	Wood	65'	1999	Fiber	Sudden Link	N/A	2	d4	0	444827	1407229	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns 1ne-d4
PP-F12-100	trans d4	Nixa Utilities	Wood	65'	1999	Fiber	Sudden Link	N/A	2	d4	IMAG0503.JPG	444628.6	1407227	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns 1se-d4
PP-F12-105		Nixa Utilities	Wood	65'	1999	Fiber	Sudden Link	N/A	2	d4	0	444463.9	1407225	FALSE	FALSE	FALSE	FALSE	Street Light	150-d4	N/A		2-3ns
PP-F12-110		Nixa Utilities	Wood	65'	1999	Fiber	Sudden Link	N/A	2	d4	0	444273.2	1407217	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns 3w1e-d4
PP-F13-155	trans-d4	Nixa Utilities	Wood	65'	1999	Sudden Link	Fiber	N/A	1	d4	IMAG0529.JPG	444062.8	1407211	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3 ns 1ugsw
PP-F13-160		Nixa Utilities	Wood	65'	1999	Sudden Link	N/A	N/A	2	d4	0	443791.7	1407205	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3ns
PP-F13-165	trans-d4	Nixa Utilities	Wood	65'	1999	Sudden Link	N/A	N/A	2	d4	IMAG0530.JPG	443642.8	1407202	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F13-	trans-d4	Nixa Utilities	Wood	70'	1999	Sudden Link	N/A	N/A	1	d4	IMAG0531.JPG	443500.6	1407199	TRUE	FALSE	FALSE	FALSE	Street Light	250	N/A		2-3ns
PP-F13-170		Nixa Utilities	Wood	75'	0	Sudden Link	N/A	N/A	1	d4	0	443231.5	1407194	FALSE	TRUE	FALSE	FALSE	Street Light	150	N/A		2-3ns 1ne-d4
PP-F13-175		Nixa Utilities	Wood	75'	1999	Sudden Link	N/A	N/A	1	d4	IMAG0532.JPG	443121.3	1407190	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F13-		Nixa Utilities	Wood	75'	1999	Sudden Link	N/A	N/A	1	d4	IMAG0533.JPG	442903.7	1407185	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns

180											G											
PP-F14-330		Nixa Utilities	Wood	70'	1999	Sudden Link	N/A	N/A	1	d4	IMAG 0733.JPG	442689.1	1407174	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F14-265		Nixa Utilities	Wood	75'	1999	Sudden Link	N/A	N/A	1	d4	0	442431.5	1407165	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3n 3e-d4 1s-d4
PP-F14-270		Nixa Utilities	Wood	75'	1999	Sudden Link	N/A	N/A	1	d4	IMAG 0734.JPG	442283	1407157	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns-69 1ns-d4
PP-F14-275		Nixa Utilities	Wood	75'	1999	Sudden Link	N/A	N/A	1	d4	IMAG 0735.JPG	442126.2	1407149	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3ns-69 1ns-d4
PP-F14-280	1.5kva trans d4	Nixa Utilities	Wood	70'	1999	Sudden Link	N/A	N/A	1	d4	IMAG 0736.JPG	441881.9	1407140	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		3ns-69 1ns1ugsw-d4
PP-D15-110		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H2	e3a	0	440267	1401696	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew
PP-D15-105		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H2	e3a	0	440269	1401547	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew 3s-e3a
PP-D15-100		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H2	e3a	0	440281.7	1401277	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew
PP-D15-095		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H2	e3a	0	440286.3	1401007	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew 1ugsw-e3a
PP-D15-090		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H2	e3a	0	440291.5	1400734	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew 1ugsw-e3a
PP-D15-085		Nixa Utilities	Wood	70'	2010	Sudden Link	N/A	N/A	H3	e3a	0	440300.4	1400464	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew 3s-e3a
PP-D15-080		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H1	e3a	0	440304.1	1400197	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew
PP-D15-075		Nixa Utilities	Wood	70'	2010	N/A	N/A	N/A	H1	e3a	0	440313.2	1399933	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew
PP-D15-070		Nixa Utilities	Wood	75'	2010	N/A	N/A	N/A	H3	e3a	0	440317.9	1399668	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3ew
PP-D15-065		Nixa Utilities	Wood	80'	2010	N/A	N/A	N/A	H2	e3a	IMAG 1186.JPG	440325.2	1399404	FALSE	FALSE	FALSE	FALSE	Capacitor	3-cb231	N/A		2-3ew
PP-D15-060		Nixa Utilities	Wood	85'	2010	N/A	N/A	N/A	H4	e3a	0	440331.9	1399149	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3n-e3a
PP-		Nixa	Wood	80'	2010	N/A	N/A	N/A	H3	e3a	0	440339.6	1398869	FALSE	FALSE	FALSE	FALSE	N/A	<Null>	N/A		2-3e-

C15-095		Utilities																			e3a/69 3w-69
PP-E15-060		Nixa Utilities	Wood	100'	0	N/A	Sudden Link	N/A	H2	e3a e4b	0	440270.9	1402219	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3-3w-69/e3a/e4b 2-e-3a/e4b 3ne-to sub-69
PP-E15-055		Nixa Utilities	Wood	70'	0	N/A	Sudden Link	N/A	H3	e3a e4b	0	440274.9	1402028	FALSE	FALSE	FALSE	FALSE	N/A		N/A	3-3ew
PP-E15-050	h4 trans-e3a	Nixa Utilities	Wood	70'	2010	N/A	Sudden Link	N/A	H4	e3a e4b	IMAG 1175.JPG	440270.5	1401836	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3-3ew
PP-D15-040		Nixa Utilities	Wood	40'	2010	N/A	Sudden Link	N/A	2	e3a e4b	0	440272.4	1401743	TRUE	FALSE	FALSE	FALSE	N/A		N/A	2-3e- e3a/e4b 3w-e3a 3n-e4b
PP-F14-045		Nixa Utilities	Wood	65'	0	N/A	N/A	N/A	2	e3b	IMAG 0984.JPG	441634.4	1405001	FALSE	FALSE	FALSE	FALSE	Capacitor	3-cb369	N/A	2-3ew
PP-F14-040		Nixa Utilities	Wood	35'	0	N/A	N/A	N/A	4	e3b	0	441635.2	1404864	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3ew3ns
PP-F14-035		Nixa Utilities	Wood	60'	0	N/A	N/A	N/A	2	e3b	0	441635.3	1404648	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew- 69/e3b 3sw-e3b 1n-e3b
PP-E14-225		Nixa Utilities	Wood	35'	0	Fiber	N/A	N/A	4	e3b	0	441634.4	1404482	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-E14-220		Nixa Utilities	Wood	35'	0	Fiber	N/A	N/A	4	e3b	0	441634.2	1404415	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew 1ugsw-e3b
PP-E15-030		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	e3b	0	440431.5	1402415	TRUE	FALSE	FALSE	FALSE	N/A		N/A	3sw-69 3s- e3b 2-3n- 69/e3b
PP-E15-025		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	e3b	0	440606.4	1402420	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ns
PP-E15-020		Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	e3b	0	440786.1	1402425	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3s- 69/e3b 3n- 69 3ugsw- e3b
PP-E14-215		Nixa Utilities	Wood	60'	1992	Sudden Link	N/A	N/A	2	e3b	IMAG 1137.JPG	441637	1404184	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A	3w-69/ 2- 3e-69/e3b 3ugsw-e3b 1ugsw-e3b
PP-F14-		Nixa Utilities	Wood	75'	0	N/A	N/A	N/A	2	e3b d3	IMAG 0975.JPG	441634.8	1405257	TRUE	TRUE	FALSE	FALSE	N/A		N/A	2-3e-69/d3 2-3w-

050											G											69/e3b 3sw-e3b 1n-e3b 3ugsw-e3b
PP-F9-065		Nixa Utilities	Wood	70'	1999	N/A	N/A	N/A	H1	t1	0	448254.9	1406458	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3n- to sub-69 3s-t1
PP-E14-185		Nixa Utilities	Wood	80'	2006	Sudden Link	N/A	N/A	H2	t1	0	441636.5	1402485	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3s-69/ 3w- t1/ 2-3e- 69/t1
PP-E14-190		Nixa Utilities	Wood	70'	1998	Sudden Link	N/A	N/A	1	t1	0	441636.8	1402589	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew
PP-E14-170		Nixa Utilities	Wood	70'	2006	Sudden Link	N/A	N/A	1	t1	0	441636.9	1402800	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3ew
PP-E14-195		Nixa Utilities	Wood	65'	1992	Sudden Link	N/A	N/A	2	t1	0	441634.9	1402935	FALSE	FALSE	FALSE	FALSE	Security	100	N/A		2-3ew
PP-E14-200		Nixa Utilities	Wood	70'	1992	Sudden Link	N/A	N/A	2	t1	0	441633.7	1403160	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3w-69/t1 3ns-t1 3e- 69
PP-E14-205		Nixa Utilities	Wood	60'	1992	Sudden Link	N/A	N/A	2	t1	0	441635.8	1403337	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		3ew
PP-E14-210		Nixa Utilities	Wood	60'	1992	Sudden Link	N/A	N/A	2	t1	0	441636.4	1403745	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		3ew
PP-F9-050		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t1 t2	0	448261.3	1406367	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3n-69 3- 3ew
PP-F9-045		Nixa Utilities	Wood	75'	1999	N/A	N/A	N/A	H1	t1 t2	0	448261	1406258	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3-3ew
PP-F9-040		Nixa Utilities	Wood	80'	1999	N/A	N/A	N/A	H2	t1 t2	0	448261	1406145	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3-3ew
PP-F9-035	69 kv tap 70 no47	Nixa Utilities	Steel	70'	1999	Fiber	N/A	N/A	Unknown	t1 t2	0	448262.3	1405865	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3-3e 3n-t1 2-3s-69/t2
PP-F10-005		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	Unknown	t2	0	448025.3	1405861	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F10-010		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	Unknown	t2	0	447863.5	1405857	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F10-015		Nixa Utilities	Wood	70'	1999	Fiber	N/A	N/A	1	t2	0	447654.4	1405852	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-		Nixa	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	447528.7	1405847	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns

F10-020		Utilities																				
PP-F10-025		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	447337.7	1405843	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F10-030		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	447120.9	1405837	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F10-035		Nixa Utilities	Wood	70'	1999	Fiber	ATT	N/A	1	t2	0	446946	1405833	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F11-040		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	446688.4	1405823	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns 3ugsw-t2
PP-F11-045		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	446488.8	1405815	FALSE	FALSE	FALSE	FALSE	Capacitor	3-t2	N/A		2-3ns
PP-F11-050		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	446287.1	1405809	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-F11-055		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	446087.1	1405803	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns 3ugsw
PP-F11-060		Nixa Utilities	Wood	65'	1999	Fiber	N/A	N/A	2	t2	0	445885.7	1405798	FALSE	FALSE	FALSE	FALSE	Lightning Arrestor	3-t2	N/A		2-3ns
PP-F11-065	81ft trans-t2	Nixa Utilities	Steel	80'	1999	Fiber	N/A	N/A	1	t2	0	445728.6	1405796	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3nsw
PP-F12-035		Nixa Utilities	Steel	65'	1999	Fiber	N/A	N/A	1	t2	0	445564.3	1405751	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ne2-3ew
PP-F12-045		Nixa Utilities	Wood	70'	1999	Fiber	Sudden Link	N/A	H1	t2	0	445554.9	1406238	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3n-t2 3ugsw-t2
PP-F12-050		Nixa Utilities	Wood	70'	1999	Fiber	Sudden Link	N/A	1	t2	0	445552.5	1406399	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 1n-t2
PP-F12-055		Nixa Utilities	Wood	70'	1999	Fiber	Sudden Link	N/A	1	t2	0	445551	1406568	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3ew
PP-F12-060		Nixa Utilities	Wood	70'	1999	Fiber	Sudden Link	N/A	1	t2	0	445547.1	1406741	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3n 3ugsw-t2
PP-F12-065		Nixa Utilities	Wood	65'	1999	Fiber	Sudden Link	N/A	1	t2	0	445546.6	1406901	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew 3ugsw-t2
PP-F12-040		Nixa Utilities	Wood	75'	1999	Fiber	N/A	N/A	H1	t2 69	0	445558.7	1406079	FALSE	FALSE	FALSE	FALSE	Street Light	150	N/A		2-3ew

PP-F12-070		Nixa Utilities	Wood	70'	1999	Fiber	Sudden Link	N/A	1	t2-w d4-e	IMAG 0500.JPG	445543.7	1407034	FALSE	FALSE	FALSE	FALSE	Street Light	150-d4	N/A		3ew-69 3w-t2 3e-d4
PP-F9-075		Nixa Utilities	Wood	40'	1997	N/A	N/A	N/A	4	t3 t4	IMAG 0449.JPG	448259.1	1406517	FALSE	FALSE	FALSE	FALSE	Lightning Arrestor	3	N/A		2-3e 3w-t3 3ugsw-t4
PP-G8-005		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	t4	0	450852.4	1408125	TRUE	FALSE	FALSE	FALSE	N/A		N/A		3n 2-3w 3ug knife disconnect
PP-G8-010		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4	0	450864.8	1407826	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew
PP-G8-015		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H4	t4	0	450879.7	1407525	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3es
PP-G8-020		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H4	t4	0	450834	1407457	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-G8-025		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4	0	450565.1	1407448	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-G8-030		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4	0	450249	1407442	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-G8-035		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4	0	449884.7	1407432	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-G8-050		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	0	449600.7	1407814	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew
PP-G8-045		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	0	449610.1	1407598	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ew
PP-G9-040		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	0	449329	1408070	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ns
PP-G9-045		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	0	449053.2	1408059	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ns
PP-G9-035		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	IMAG 0003.JPG	448778.9	1408051	FALSE	FALSE	FALSE	FALSE	Security	15kva	N/A		2-3 ns 3 ug fused disconnect closed
PP-G9-030		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	IMAG 0005.JPG	448594.3	1408052	FALSE	FALSE	FALSE	FALSE	Security	25kva	N/A		2-3 ns
PP-G9-025		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	1	t4	IMAG 0004.JPG	448421	1408037	FALSE	FALSE	FALSE	FALSE	N/A	25 kva	N/A		2-3ns
PP-		Nixa	Wood	Unknown	0	N/A	N/A	N/A	Unknow	t4	IMAG	448269.7	1408031	TRUE	FALSE	FALSE	FALSE	N/A	15 kva	N/A		2-3nsw

G9-020		Utilities							n		0006.JPG										
PP-H6-020		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	t4	0	452783.3	1411565	TRUE	FALSE	FALSE	FALSE	N/A		N/A	2-3es
PP-H6-025		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4	0	452774.8	1411824	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-H6-030		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4	0	452765.3	1412074	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-H6-035		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4	0	452752	1412342	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-G8-055		Nixa Utilities	Laminated	Unknown	0	N/A	N/A	N/A	Unknown	t4	IMAG0007.JPG	449598	1408077	TRUE	FALSE	FALSE	FALSE	N/A		N/A	2-3ws
PP-G8-040		Nixa Utilities	Laminated	Unknown	0	N/A	N/A	N/A	Unknown	t4	IMAG0008.JPG	449618.3	1407423	TRUE	FALSE	FALSE	FALSE	N/A		N/A	2-3en
PP-G9-015		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H4	t4	0	448223.4	1407992	TRUE	FALSE	FALSE	FALSE	Security		Rental Light	2-3w/ne
PP-G9-010	fiber optic	Nixa Utilities	Wood	75'	2006	Fiber	N/A	N/A	1	t4	0	448229.8	1407778	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-G9-005	fiber optic	Nixa Utilities	Wood	70'	2006	Fiber	N/A	N/A	1	t4	0	448240	1407569	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-F9-095		Nixa Utilities	Wood	70'	2006	Other	N/A	N/A	1	t4	0	448255.1	1407345	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3ew
PP-H7-020		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450864.1	1411072	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew
PP-H7-015		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450877.1	1410777	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew
PP-H7-010		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450890.5	1410458	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew
PP-H7-005		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	t4	0	450901.7	1410188	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew
PP-G7-045		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450913.4	1409928	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew
PP-G7-040		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450923.4	1409673	FALSE	FALSE	FALSE	FALSE	N/A		N/A	2-3 ew

PP-G7-035		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450936.9	1409363	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ew
PP-G7-030		Nixa Utilities	Wood	70'	2006	N/A	N/A	N/A	H1	t4	0	450948.1	1409094	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ew
PP-G7-025		Nixa Utilities	Wood	90'	2006	N/A	N/A	N/A	H1	t4	0	450958.4	1408860	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3w 2-3 e 3ugsw-t4
PP-H6-040	10kva	Nixa Utilities	Wood	Unknown	0	N/A	N/A	N/A	Unknown	t4 69	IMAG0002.JPG	452741.8	1412572	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3ws
PP-H6-015		Nixa Utilities	Wood	85'	2006	N/A	N/A	N/A	H1	t4 69	0	452476.2	1411531	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3ns
PP-H6-010	class h1 guide-w	Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H1	t4 69	0	452168.7	1411491	TRUE	TRUE	FALSE	FALSE	N/A		N/A		2-3ns
PP-H6-005	class h2 guide-e	Nixa Utilities	Wood	40'	2006	N/A	N/A	N/A	H2	t4 69	0	451955.7	1411463	FALSE	TRUE	FALSE	FALSE	N/A		N/A		
PP-H7-045		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4 69	0	451686	1411451	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ns
PP-H7-040		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4 69	0	451425	1411447	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ns
PP-H7-035		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H2	t4 69	0	451197.5	1411437	FALSE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ns
PP-H7-030		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H4	t4 69	0	450917.6	1411431	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3 wn
PP-H7-025		Nixa Utilities	Wood	80'	2006	N/A	N/A	N/A	H4	t4 69	0	450849.1	1411359	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3 ew
PP-F9-085		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4 t3	0	448259.6	1406837	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3-3ew
PP-F9-080		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4 t3	0	448257.2	1406637	FALSE	FALSE	FALSE	FALSE	N/A		N/A		3-3ew
PP-F9-090		Nixa Utilities	Wood	75'	2006	N/A	N/A	N/A	H1	t4-ew t3w	0	448257.1	1407080	TRUE	FALSE	FALSE	FALSE	N/A		N/A		2-3e 3-3w 3s

## CONDUCTOR

Length Ft.	Length Mi	Description
20,681	3.92	636 ACSR from James River Power Station to Nixa NE Sub. (incl. Fiber Static)
12,195	2.31	636 ACSR from Nixa NE Sub. To Nixa Tracker Sub. (incl. Fiber Static)
9,504	1.8	477 MCM ACSR from Nixa Tracker S to Nixa Downtown Sub.
5,258	0.995	4/0 ACSR From Nixa Downtown Sub. To Structure ID PP-E14-185
1,290	0.245	636 ACSR From Structure ID PP-E14-185 to Nixa Espy Sub. (incl. Fiber Static)
8,184	1.55	636 ACSR From Nixa Espy Sub. To SWPA Sub. (incl. Fiber Static)

## SPARE EQUIPMENT

Spare Parts/Equipment (stored at NE Substation)	
	Anderson termination connections
3	357E
6	ACF-11-B2
6	ACF-11-C
9	CCLS642C90
12	CCLS642C45
9	ATCC-1111
80	ACF1026N415
1	69KV PT., Type- Kuhlman POF-350
3	69KV Air switches, Type-Teco 1200 amp. TMX06912 (used)
3	69KV Sets of 3 Group operated air switches, Type- USCO AGCH-5V Vee C.B. switches 1200 amp (used)
1	69KV Set of 3 Group operated vertical air switches, Type- Teco 2AD-69-6, 600 amp (used)
11	161KV Insulators, never used, good?
50 to 60	Heavy duty anchor rods, used for 69 or 161KV systems. Approximately 4' lengths
1	Full Reel of 636 ASCR Conductor
3 or 4	Partial Reels of 636 ACSR Conductor

SCHEDULE 2.1.3  
ASSIGNABLE PERMITS

None

SCHEDULE 2.1.4  
ASSIGNABLE CONTRACTS

None

## SCHEDULE 3.1.4

### SELLER CONSENTS

- Consent from CUS to assign to Buyer the CUS/Nixa Interconnection Agreement
- Consent from SWPA to assign to Buyer the SWPA/Nixa Interconnection Agreement
- Consent, amendment or other action acceptable to Seller must be taken with respect to the Contracts Requiring Action set forth on Schedule 3.1.7

## SCHEDULE 3.1.7

### CONTRACTS REQUIRING ACTION

- Contract No. DE-PEM75-92SW00208 between United States Department of Energy Southwestern Power Administration and City of Nixa, Missouri, as amended
- Contract No. DE-PEM75-92SW00209 between United States Department of Energy Southwestern Power Administration and City of Nixa, Missouri, as amended
- Contract No. DE-PEM75-92SW00210 between United States Department of Energy Southwestern Power Administration and City of Nixa, Missouri, as amended

SCHEDULE 3.1.8  
PERMITS REQUIRING ACTION

None

SCHEDULE 3.1.9  
ENVIRONMENTAL MATTERS

None

**SCHEDULE 3.1.10**

**TITLE MATTERS**

City of Nixa, Missouri Electric System Refunding Revenue Bonds Series 2011

## SCHEDULE 3.2.4

### BUYER CONSENTS

1. **Federal Energy Regulatory Commission**
  - a. Approval under Section 203 or dismissal of application for lack of jurisdiction
  - b. Authorization under Section 204 to issue such securities or assume such liabilities as guarantor as may be required by Buyer's financing parties
  - c. Acceptance for filing and permission of rate to go into effect under Section 205
  - d. Order accepting rate and permitting it to go into effect, whether or not subject to refund, under Section 205
  - e. Order accepting the IA Assignment Agreements and permitting them to go into effect, under Section 205
  - f. Order accepting the Transmission Services Agreement and permitting it to go into effect, under Section 205
  - g. Order accepting amendment to SPP Open Access Transmission Tariff, permitting the collection of charges on behalf of Buyer, under Section 205
2. **Missouri Public Service Commission** – Order approving all elements of the Contemplated Transactions or disclaiming jurisdiction over the Contemplated Transactions.
3. **Southwest Power Pool**
  - a. SPP shall have accepted and approved an amendment to Attachment H of the Open Access Transmission Tariff, permitting the collection of charges on behalf of Buyer
  - b. SPP shall have approved and executed the IA Assignment Agreements.
4. **Contract Assignments** – Buyer shall have received evidence of consent to the assignment of any Assignable Contract or Contract Requiring Action to Buyer from Seller or the counterparty to such Assignable Contract or Contract Requiring Action.
5. **Permit Assignments** – Buyer shall have received evidence of consent to the assignment of any Assignable Permit or Permit Requiring Action (that is capable of being assigned with the consent of the party issuing such Permit) from Seller or the issuer of such Assignable Permit or Permit Requiring Action.

EXHIBIT A  
IA ASSIGNMENT AGREEMENT

[Draft to be attached no later than thirty (30) days from the Effective Date]

**EXHIBIT B**  
**WARRANTY DEED**

---

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:       General Warranty Deed

Date of Document:       \_\_\_\_\_, 2015

Grantor:                 CITY OF NIXA, MISSOURI

Grantor's Address:      1111 W. Kathryn, P.O. Box 395, Nixa, Missouri 65714

Grantee:                 SOUTH CENTRAL MCN LLC

Grantee's Address:     2 North LaSalle, Suite 420, Chicago, IL 60602

Legal Description:     See Exhibit "A"

Return to:              Husch Blackwell, LLP  
                              c/o John Crossley  
                              4801 Main Street, Suite 1000  
                              Kansas City, Missouri 64112

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

## GENERAL WARRANTY DEED

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (Grantor), and SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Grantee). The mailing address of Grantee is 2 North LaSalle, Suite 420, Chicago, IL 60602.

**WITNESSETH**, that Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto Grantee, its successors and assigns, the fee simple real property in Christian County, Missouri legally described as follows (the Property):

See Exhibit A attached hereto and incorporated herein by reference.

**SUBJECT TO** the Permitted Encumbrances set forth on Exhibit B attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD THE PROPERTY**, together with all and singular the rights, privileges, tenements, hereditaments, immunities and appurtenances thereto belonging or in any wise appertaining, forever, and said Grantor for its successors and assigns, do hereby covenant, promise and agree to and with Grantee, that at the delivery of these presents, Grantor is lawfully seized of an indefeasible estate in fee in the Property, that Grantor has the right to convey the Property, that the Property is free and clear from any encumbrances done or suffered by Grantor and from all former and other claims, except as set forth herein, and that Grantor will warrant and forever defend said interest unto Grantee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever except as set forth herein.

**IN WITNESS WHEREOF**, Grantor has executed this General Warranty Deed the day and year first above written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW.]



EXHIBIT "A"

Legal Description

*[Insert legal description of Fee Interests]*

EXHIBIT B

Permitted Encumbrances

*[Insert list of or definition of Permitted Encumbrances]*

## EXHIBIT C

### ASSIGNMENT OF EASEMENT

This Assignment of Easements (this Assignment) is made effective as of \_\_\_\_\_, 2015, by and between SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Assignee), and the CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (Assignor). Assignee and Assignor individually are referred to herein as a Party and together as the Parties.

**WHEREAS**, this Assignment is being delivered pursuant to the provisions of that certain Asset Purchase Agreement by and between Assignee and Assignor, dated as of \_\_\_\_\_, 2015 (the Purchase Agreement); and

**WHEREAS**, Assignor, pursuant to this Assignment, desires to assign to Assignee the Easements, as more particularly described on the attached Exhibit A, and Assignee desires to assume from Assignor the Easements;

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

1. Defined Terms. Any capitalized term used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Assignment of Easements. Assignor does hereby assign, transfer, and deliver to Assignee, for all purposes at and as of the Effective Date, all of Assignor's right, title, and interest in and to the Easements, subject to the Permitted Encumbrances set forth on Exhibit B attached hereto and incorporated herein by reference.

3. Acceptance of Easements. Assignee hereby accepts such assignment of the interests in the Easements and hereby expressly assumes all of the obligations and liabilities of Assignor under and with respect to the Assumed Liabilities. For the avoidance of doubt, nothing in this Assignment shall be construed as an assignment by Assignor or an assumption by Assignee of any of the Retained Liabilities.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, expand, or diminish any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Further Assurances. Assignor and Assignee agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful to carry into effect the intent and purposes of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of law.

8. Counterparts. This Assignment may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Assignment, the Parties may execute and exchange facsimile counterparts of the signature pages to this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

**ASSIGNEE**

**South Central MCN LLC**

By: \_\_\_\_\_  
Edward M. Rahill  
President and Chief Executive Officer

**ASSIGNOR**

**City of Nixa, Missouri**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**EASEMENTS**

[Insert list of Easements from Schedule 2.1.1]

EXHIBIT B  
PERMITTED ENCUMBRANCES

**EXHIBIT D**  
**BILL OF SALE**

This Bill of Sale (this "Bill of Sale") is made effective as of \_\_\_\_\_, 2015, by and between SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Buyer), and the CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (Seller). Buyer and Seller individually are referred to herein as a Party and together as the Parties.

**WHEREAS**, this Bill of Sale is being delivered to Buyer under and pursuant to the provisions of that certain Asset Purchase Agreement by and between Buyer and Seller dated as of \_\_\_\_\_, 2015 (the Purchase Agreement); and

**WHEREAS**, Seller, pursuant to this Bill of Sale, desires to transfer to Buyer all of the Personal Property, as more particularly described on the attached Exhibit A.

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

1. Defined Terms. Any capitalized term used but not otherwise defined in this Bill of Sale shall have the meaning set forth for such term in the Purchase Agreement.

2. Transfer of Personal Property. Seller does hereby grant, transfer, bargain, sell, convey, and assign to Buyer, for all purposes at and as of the Effective Date, all of Seller's right, title, and interest in and to the Personal Property.

3. Acceptance of Personal Property. Buyer hereby accepts the Personal Property sold, conveyed, transferred, delivered, and assigned pursuant to this Bill of Sale.

4. Governing Agreement. This Bill of Sale is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Bill of Sale shall not affect, expand, or diminish any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Bill of Sale to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Further Assurances. Buyer and Seller agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful, to carry into effect the intent and purposes of this Bill of Sale.

6. Successors and Assigns. The provisions of this Bill of Sale shall bind and inure to the benefit of Buyer and Seller and their respective successors and assigns.

7. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of law.

8. Counterparts. This Bill of Sale may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Bill of Sale, the Parties may execute and exchange facsimile counterparts of the signature pages to this Bill of Sale.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

**BUYER**

**South Central MCN LLC**

By: \_\_\_\_\_  
Edward M. Rahill  
President and Chief Executive Officer

**SELLER**

**City of Nixa, Missouri**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**PERSONAL PROPERTY**

[Insert list from Schedule 2.1.2]

## EXHIBIT E

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this Assignment) is made effective as of \_\_\_\_\_, 2015, by and between SOUTH CENTRAL MCN LLC, a Delaware limited liability company (Assignee), and the CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (Assignor). Assignee and Assignor individually are referred to herein as a Party and together as the Parties.

**WHEREAS**, this Assignment is being delivered pursuant to the provisions of that certain Asset Purchase Agreement by and between Assignee and Assignor, dated as of \_\_\_\_\_, 2015 (the Purchase Agreement); and

**WHEREAS**, Assignor, pursuant to this Assignment, desires to assign to Assignee the Assignable Contracts and Assignable Permits, and Assignee, pursuant to this Assignment, desires to assume from Assignor the Assignable Contracts and Assignable Permits;

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

1. Defined Terms. Any capitalized term used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Assignment of Assignable Contracts and Assignable Permits. Assignor does hereby assign, transfer, and deliver to Assignee, for all purposes at and as of the Effective Date, all of Assignor's right, title, and interest in and to 1) the Assignable Contracts, as more particularly described on the attached Exhibit A, and 2) the Assignable Permits, as more particularly described on the attached Exhibit B.

3. Acceptance of Assignable Contracts and Assignable Permits. Assignee hereby accepts such assignment of the interests in the Assignable Permits and Assignable Contracts and hereby expressly assumes all of the obligations and liabilities of Assignor under and with respect to the Assumed Liabilities. For the avoidance of doubt, nothing in this Assignment shall be construed as an assignment by Assignor or an assumption by Assignee of any of the Retained Liabilities.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, expand, or diminish any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Further Assurances. Assignor and Assignee agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful to carry into effect the intent and purposes of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of law.

8. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

9. Counterparts. This Assignment may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Assignment, the Parties may execute and exchange facsimile counterparts of the signature pages to this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

**ASSIGNEE**

**South Central MCN LLC**

By: \_\_\_\_\_  
Edward M. Rahill  
President and Chief Executive Officer

**ASSIGNOR**

**City of Nixa, Missouri**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**ASSIGNABLE CONTRACTS**

[Insert list from Schedule 2.1.4]

**EXHIBIT B**

**ASSIGNABLE PERMITS**

[Insert list from Schedule 2.1.3]

**EXHIBIT F**

**TRANSITION SERVICES AGREEMENT**

[Draft to be attached no later than thirty (30) days from the Effective Date]

**EXHIBIT G**

**POLE ATTACHMENT AGREEMENT**

[Draft to be attached no later than thirty (30) days from the Effective Date]

EXHIBIT H  
TRANSMISSION SERVICES AGREEMENT

[Draft to be attached no later than thirty (30) days from the Effective Date]

**EXHIBIT I**  
**LEASE AND ACCESS AGREEMENT**

[Draft to be attached no later than thirty (30) days from the Effective Date]