

EXHIBIT A

Net Book Value “Nixa: Substations, Transmission Lines and Material & Summary” and Bill of Sale

5/31/2022

Nixa: Substations, Transmission Lines and Material & Supplies Summary

Line No.	Line Description	Length (Mi.) No. (Units)	Year Placed in Service	Estimated Original Cost (Gross Plant including Land)	Estimated Accumulated Depreciation	Estimated NBV at 5/31/22
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	<u>Substation Equipment</u>					
1.1	MO - Downtown 67 kV		2013	\$1,302,211.44	\$243,264.28	\$1,058,947.16
1.2	MO - ESPY 69 kV		2012	\$1,399,632.69	\$313,361.79	\$1,086,270.90
1.3	MO - Northeast 67 kV		2006	\$1,221,569.20	\$447,894.03	\$773,675.17
1.4	MO - Tracker 67kV		2006	\$954,195.46	\$190,807.25	\$763,388.21
	Total Substation Equipment	-		\$4,877,608.79	\$1,195,327.35	\$3,682,281.44
2	<u>Transmission Lines</u>					
2.1	MO - Downtown to ESPY 69kV	1.24	2019	\$3,351,087.38	\$443,027.90	\$2,908,059.48
2.2	MO - ESPY to SWPA Nixa 69kV	1.55	2012	\$1,004,088.71	\$204,682.62	\$799,406.09
2.3	MO - James River to Northeast 161 kV	3.92	2006	\$3,173,472.67	\$1,214,575.23	\$1,958,897.44
2.4	MO - Northeast to Tracker 69kV	2.31	2006	\$1,291,156.14	\$458,141.97	\$833,014.17
2.5	MO - Tracker to Downtown 69kV	1.80	2000	\$908,334.71	\$352,475.15	\$555,859.56
2.6	Cost of Retirement				(\$355,296.15)	\$355,296.15
	Total Transmission Lines	10.82		\$9,728,139.61	\$2,317,606.71	\$7,410,532.90
3	<u>General Plant</u>					
3.1	MO - Nixa North East Sub (Gen Plant)		2020	\$12,550.02	\$910.97	\$11,639.05
	Total General Plant			\$12,550.02	\$910.97	\$11,639.05
4	Property, Plant and Equipment			\$14,618,298.42	\$3,513,845.03	\$11,104,453.39
5	Proposed reclass from NTC Project to M&S			(\$177,093.31)		(\$177,093.31)
6	Total Property, Plant and Equipment			\$14,441,205.11	\$3,513,845.03	\$10,927,360.08
7	<u>Materials & Supplies Inventory</u>					
7.1	MO - Northeast Substation (Conex Box)			\$48,377.42		\$48,377.42
7.2	MO - Northeast Substation (Storage Yard)			\$15,000.00		\$15,000.00
7.3	MO - Tracker Substation (Storage Yard)			\$128,715.89		\$128,715.89
				\$192,093.31	\$0.00	\$192,093.31
8	Total Property, Plant & Equipment and M&S			\$14,633,298.42	\$3,513,845.03	\$11,119,453.39

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made effective as of May 31, 2022 (the "Effective Date"), by and between the MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION, a body corporate and politic of the State of Missouri ("Buyer") and GRIDLIANCE HIGH PLAINS, LLC, a Delaware limited liability company ("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 October 12, 2021 (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 promises and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is 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 deliver of this Bill of Sale shall not affect, expand or diminish any of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement, and all such 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, except that the specific list of Personal Property described on Exhibit A hereto shall govern and control notwithstanding any alternative list of personal Property contained in the Purchase Agreement.
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 governing by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflict 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.

9. Electronic Transactions. The Parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

BUYER

Missouri Joint Municipal Electric Utility Commission

By: John Twitty
John Twitty
President and CEO

SELLER

GridLiance High Plains LLC

By: _____
Name: _____
Title: _____

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BUYER

Missouri Joint Municipal Electric Utility Commission

By: _____
John Twitty
President and CEO

SELLER

GridLiance High Plains LLC

By: Holly Carias
Name: Holly Carias
Title: President

EXHIBIT A

LIST OF PERSONAL PROPERTY

FERC account	FERC description	Detail description	SWPA to ESPV	ESPV to DOWNTOWN	DOWNTOWN to TRACKER	TRACKER to NORTHEAST	NORTHEAST to JRPS	Total
35050	Rights of Way	Right of Way - Lot	1	1	1	1	1	1
35500	Poles & fixtures	Transmission Poles - Wood	32	6	43	52	73	206
35500	Poles & fixtures	Transmission Poles - Steel	1	28	5	0	0	34
35500	Poles & fixtures	Hardware and assemblies(Lot)	1	1	1	1	1	1
35600	Overhead Conductor & Devices	3 Phase Transmission conductor	8184	6548	9504	12195	20681	57112
35600	Overhead Conductor & Devices	OPGW, 0.646, 48 Fiber (FT)	8184	6548	0	12195	20681	47608
35010	Land	Substation Site(acre(s))	ESPV Substation 0.457	DOWNTOWN Substation 0.513	TRACKER Substation 0.654	NORTHEAST Substation 1.727	Total Substation 1.624	
35200	Structures & Improvement	Fence around Substation Site(FT)	531	564	498	749	1593	
35200	Structures & Improvement	Land/Rock Improvements	1	1	1	1	1	
35200	Structures & Improvement	Control House	1	1	1	1	1	
35200	Structures & Improvement	69kV Breaker Pad	2	2	2	3	3	6
35200	Structures & Improvement	Station Ground Grid	1	1	1	1	1	
35300	Station Equipment	Battery System	1	1	1	1	1	6
35300	Station Equipment	69kV Circuit Breakers	2	2	2	3	3	
35300	Station Equipment	69kV Structure	1	1	1	1	1	
35300	Station Equipment	69kV Disconnect Switch	12	15	12	15	39	
35300	Station Equipment	69kV Lightning Arrester	6	6	6	9	18	
35300	Station Equipment	Potential Transformer (PT)	7	3	7	12	17	
35300	Station Equipment	Current Transformer (CT)	24	24	24	36	72	
35300	Station Equipment	Load Center Panel (AC & DC)	2	2	2	2	6	
35300	Station Equipment	SEL relays	6	5	5	7	16	
39300	Stores Equipment	40' Conex container				1	0	