

EXHIBIT A

SECOND AMENDMENT

TO

ASSET PURCHASE AGREEMENT

BY AND AMONG

SOUTH CENTRAL MCN LLC

AND

CITY OF NIXA, MISSOURI

SECOND AMENDMENT
to
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SOUTH CENTRAL MCN LLC
AND
CITY OF NIXA, MISSOURI

Dated as of February 12, 2016

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this Amendment) is executed as of February 12, 2016, by and among the City of Nixa, Missouri (as Seller) and South Central MCN LLC (as Buyer). Seller and Buyer are individually referred to herein as a Party and together as the Parties.

RECITALS:

WHEREAS, on August 14, 2015, Seller and Buyer entered into that certain Asset Purchase Agreement, as amended by the First Amendment to Asset Purchase Agreement effective of even date therewith (as amended, the Agreement), whereby Seller agreed to sell to Buyer certain transmission assets owned by the Seller, as more fully described therein;

WHEREAS, Seller and Buyer have agreed that any provisions of the Agreement creating an obligation for Buyer to reimburse Seller for certain transmission charges are no longer necessary; and,

WHEREAS, Seller and Buyer have agreed to modify the conditions to Closing set forth in the Agreement and the rights of the Parties to terminate the Agreement under certain circumstances.

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 to amend the Agreement as follows:

Section 1. Defined Terms. Capitalized terms used herein, but not defined, shall have the meaning set forth in the Agreement.

Section 2. Purchase Price. Section 1.1.53 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.1.53 Purchase Price. Purchase Price means an amount not to exceed Ten Million Seven Hundred Fifteen Thousand One Hundred Sixty and No/100 Dollars (\$10,715,160).

Section 3. Purchase Price Allocation. Section 3 of the First Amendment "Purchase Price Allocation" is hereby deleted in its entirety. The Purchase Price comprises the following components and shall be allocated as follows:

- Ten Million One Hundred Fifteen Thousand One Hundred Sixty and No/100 Dollars (\$10,115,160) payable by Buyer to Seller at Closing for the Assets; and,
- Six Hundred Thousand and No/100 Dollars (\$600,000) payable by Buyer to Seller at Closing to reimburse Seller for a portion of its transaction costs.

Section 4. Reimbursement of Transmission Charges. Section 4 of the First Amendment "Reimbursement of Transmission Charges" is hereby deleted in its entirety.

Section 5. Joinder. Section 6 of the First Amendment "Joinder" is hereby deleted in its entirety.

Section 6. Closing Conditions. The Agreement is hereby amended by adding the following Section 5.2.3:

5.2.3. Network Integration Transmission Service Agreement. Seller shall have

entered into a Network Integration Transmission Service Agreement between Seller and SPP pursuant to which, among other things, the Facilities are incorporated into the SWPA Pricing Zone under the OATT at rates acceptable to Seller in its sole discretion.

Section 7. Termination. Section 9.1.7 of the Agreement is hereby amended to read in its entirety as follows:

9.1.7 ***By Certain Date.*** By either Party if (a) the Closing shall not have occurred on or prior to March 31, 2017 or (b) such Party determines that it is unlikely that the Closing will occur by March 31, 2017; provided, however, the right to terminate this Agreement pursuant to this Section 9.1.7 shall not be available to a 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 date.

Section 8. Miscellaneous.

(a) **Continuing Effectiveness.** Except as amended herein, the Agreement shall remain unmodified and in full force and effect. Each reference in the Agreement to "this Agreement," "hereunder," "hereof," or words of like import, and each reference to the "Agreement" in any and all instruments or documents provided for in the Agreement or delivered or to be delivered thereunder or in connection therewith, shall, except where the context otherwise requires, be deemed a reference to such agreement as amended hereby.

(b) **Governing Law.** This Amendment and all matters arising hereunder or in connection herewith shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State.

(c) **Effectiveness.** This Amendment shall be effective on, and shall be binding upon, the Parties hereto upon the full execution and delivery of this Amendment as of the Effective Date.

(d) **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

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

SELLER

City of Nixa, Missouri

By: _____

Brian Steele
Mayor

BUYER

South Central MCN LLC

By: _____

Edward M. Rahill
President and Chief Executive Officer