

CONTRACT FOR
PURCHASE AND SALE OF DISTRIBUTION FACILITIES

between

THE CITY OF GALT, MISSOURI

and

GRUNDY ELECTRIC COOPERATIVE, INC.

CONTRACT FOR PURCHASE AND SALE OF DISTRIBUTION FACILITIES

DATE OF THIS CONTRACT FOR PURCHASE AND SALE OF DISTRIBUTION FACILITIES ("Agreement"): August 26, 2021.

BUYER: GRUNDY ELECTRIC COOPERATIVE, INC., a Missouri rural electric cooperative corporation, (referred to as "Cooperative").

SELLER: The CITY OF GALT, Missouri (referred to as "City").

RECITALS

1. City and Cooperative are authorized by law to provide electric service within the State of Missouri, including all or portions of Grundy County.

2. City now serves certain customers, which are identified in Exhibit A attached to this Agreement, and the parties agree that these customers would be more reliably served by the Cooperative and thus benefit the public interest.

3. City presently owns and operates a municipal electric power system, including certain electric distribution facilities (referred to as the "Facilities"), which are more particularly described in Exhibit B attached to this Agreement. The Facilities are situated upon certain public rights-of-way, easements, and fee interests throughout the City (referred to as "ROW").

4. At the election held April 6, 2021, the registered voters authorized the City to sell its City-owned electrical distribution system. The Board of Aldermen on July 14, 2021, by motion made, seconded and passed, approved the sale of its City-owned electric distribution system to Cooperative and to grant a franchise to the Cooperative to engage in the sale, supply, and delivery of electric services at retail within the City, including the right to use and occupy the ROW for the location, construction, erection, operation, maintenance of said system.

5. In order to implement the ordinances, City and Cooperative desire to enter into this Agreement, which shall constitute a territorial agreement as

authorized by Section 394.312, RSMo, an agreement for the change of electrical suppliers from City to Cooperative as authorized by Section 393.106, RSMo and by Section 394.080, RSMo, a contract for electrical supply as authorized by Section 71.530, RSMo, an agreement for sale of an electric distribution system, as authorized by Section 88.770, RSMo, and an agreement granting certain franchise rights, as authorized by Section 88.770, RSMo.

6. City desires to sell and convey the Facilities, and to grant those franchise rights described herein to Cooperative; and Cooperative desires to purchase and accept the Facilities, and those franchise rights described herein, all pursuant to the terms, conditions and provisions of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I: DEFINITIONS

In addition to terms defined elsewhere in this Agreement, when used in this Agreement, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing the singular include the plural and vice versa when the context requires.

A. **"Agreement"** shall mean this Contract for Purchase and Sale of Distribution Facilities, in its entirety, which is comprised of the following items:

1. This Agreement executed by City and Cooperative.
2. Exhibit A: List of all Customers, by names and addresses, to be transferred to Cooperative, which list shall be updated, if necessary, as required to be current as of the time of submission to the Missouri Public Service Commission ("Commission"), and afterward as required by the Commission.
3. Exhibit B: List of all Facilities to be transferred to Cooperative. The term "Facilities" does not include substations or buildings.

4. Exhibit C: Bill of Sale in the format attached hereto, to be completed at Closing.
5. Exhibit D: Map showing Boundaries of City as of the Effective Date.
6. All written modifications and amendments to this Agreement executed by City and Cooperative.

All Exhibits referenced in this Agreement are incorporated by reference into the Agreement, as if fully set out verbatim. The documents making up this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with electric power industry standards. If any inconsistency, conflict, or ambiguity arises between or among the documents making up this Agreement, the documents shall take precedence in the order in which they are listed above.

B. **"Customer"** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving retail electric service. Any Customer who has requested or is receiving retail electric service at one Structure (as defined below in this Agreement) shall be a new and different Customer at each Structure at which electric service has been requested.

C. **"Effective Date"** of this Agreement shall mean the latest of: (i) with respect to all matters requiring approval by the Commission, the date on which an order issued by the Commission pursuant to Sections 91.025, 386.310, 386.800, 394.080, 394.160, 394.312, or 394.315, RSMo. 2020, approving this Agreement becomes a Final Order, and (ii) with respect to all other matters, shall be upon the date of execution of this Agreement. In no event shall this Agreement take effect prior to August 26 2021.

D. **"Structure"** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include a metering device or customer-owned meter wiring. A Structure

shall include an original structure and any contiguous addition to or expansion thereof.

E. **"Laws and Regulations"** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body, and industry-recognized guidelines and professional standards.

F. **"Final Order"** shall mean an order issued by an agency having jurisdiction over any portion of this Agreement that (i) is no longer subject to judicial review, or (ii) if presented for judicial review, is the subject of dispositive rulings as to which all further opportunities for judicial review have expired or been exhausted.

ARTICLE II: AGREEMENTS TO TRANSFER AND ACCEPT FACILITIES

A. Facilities. City agrees to sell and convey to Cooperative, and Cooperative agrees to purchase and accept from City, on the Closing Date all of City's Facilities and inventory as set forth and described on Exhibit B. On the Closing Date, Cooperative shall pay to City the purchase price for the Facilities and inventory in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), and the City shall deliver a bill of sale to Cooperative in the form attached hereto as Exhibit C ("Bill of Sale"). Payment shall be made by wire transfer of immediately available funds to an account to be specified by City.

B. Territorial Agreement and Franchise Rights. In consideration of the franchise rights in the ROW and/or the right to engage in the business of selling retail electrical service within the City, and other good and valuable consideration, Cooperative agrees to collect from the Consumers and pay the City's applicable franchise fee or tax to the City and agrees not to contest or challenge any such franchise fee or tax. On the Closing Date, City shall transfer and convey to Cooperative for a period of twenty (20) years ("Franchise Period"), the exclusive right to provide and sell retail electric service to all existing and future Structures

located within the City's corporate boundaries as shown in Exhibit D attached hereto, and shall transfer and convey to the Cooperative the non-exclusive right to use and occupy the ROW for the purpose of location, construction, erection, operation, maintenance, repair, and replacement of the Facilities, including electric, telecommunications, or other facilities operated by the Cooperative or its subsidiaries and affiliates, subject to reasonable ordinances of the City now or hereafter enacted pertaining to building code, permitting and inspection, repair, indemnity, insurance, relocation, and bonding requirements generally applicable to utilities using and occupying the ROW.

City and Cooperative agree to cooperate in good faith by filing a joint application to obtain a Final Order of the Commission approving the transfer to Cooperative of retail electric service rights and obligations pursuant to the provisions of 394.312, RSMo., and if approved, Cooperative shall be authorized to operate within the corporate municipal boundaries of City. The City and Cooperative further agree that, if, as, and when the City's boundaries may subsequently be expanded through annexation the franchises and exclusive service area granted herein shall extend to said annexed area. However, Cooperative shall not have the right to serve structures within the annexed area served by other electric power suppliers on the effective date of such annexation.

Cooperative and City shall be equally responsible for the filing fees and costs assessed by the Commission for obtaining approval of this Agreement for Change of Electrical Suppliers. Any such fees and costs incurred will be split equally between Cooperative and City.

C. Change of Electrical Suppliers. Cooperative, on its behalf, and City, on behalf of its citizens, residents, and customers and pursuant to motion made, seconded and passed, by the Board of Aldermen on July 14, 2021, and by the approval of the registered voters in an election held April 6, 2021, agree to the change of electrical suppliers from City to the Cooperative. City and Cooperative agree to apply to the Commission pursuant to Sections 91.025, 386.310, 386.800, 394.080.5 and/or 394.315, RSMo for approval of a change of electrical suppliers,

and to cooperate in good faith to obtain an Order of the Commission approving same.

D. Existing Pole Attachment Agreements. City shall assign or otherwise transfer to Cooperative all pole attachment agreements which shall become the property of Cooperative at closing.

ARTICLE III: CONDITIONS

Except as otherwise provided in this Agreement, closing under the Agreement is contingent upon the following conditions:

A. Issuance by the Commission of a final order or orders that, at a minimum (i) approve the Territorial Agreement provisions (Art. II, section B) of this Agreement; and (ii) authorize a change in retail electrical supplier service from City to Cooperative for the Structures served by the Facilities (Art. II, section C).

If Commission approval is subjected to judicial review, closing shall not take place unless and until Commission orders are Final Orders. In the event of judicial review, Cooperative and City agree to cooperate to have any appeal, or application for writ of certiorari, or injunctive action challenging Commission approval to be conditioned upon an adequate bond or security covering or protecting the City, the City's customers, and the Cooperative.

ARTICLE IV: TAXES

1. **Taxes Upon Transfer.** The City shall be responsible for any transfer taxes coincident with and subsequent to, the transfer of the Facilities, including, without any limitations, any sales tax imposed on the exchange or transfer.

2. **Other Taxes.** City shall be responsible for paying all licenses, gross receipts, and franchise taxes owed to the appropriate governmental agency on service to a Customer until said Customer is transferred to Cooperative. Cooperative shall be responsible for paying all such taxes after said transfer.

3. **Penalties and Interest.** Each party shall be solely responsible for any interest and/or penalties assessed as a result of a party failing to pay when

due any tax which that party is responsible for paying, as provided in this Agreement.

ARTICLE V: TITLE AND RISK OF LOSS

Title and risk of loss of the Facilities shall pass at 12:00 a.m. (midnight) on the Closing Date. The parties interpret this provision to mean that title and risk of loss passes on the first minute of the Closing Date, even though the actual closing will likely occur later on the same date.

ARTICLE VI: CLOSING AND TRANSFER OF FACILITIES, EASEMENTS, AND CUSTOMERS

1. **Closing.** Closing shall be effective at 12:00 a.m. on October 20, 2021.

2. **Duties at Closing.** On the Closing Date, City shall (i) deliver the Bill of Sale to the Facilities; and (ii) deliver the release of the Facilities from all liens created by City which are of a definite or ascertainable amount which may be removed by the payment of money. Cooperative shall wire the purchase price as described in Article II.

Notwithstanding the foregoing, City shall have no obligation to release the following liens and encumbrances from the Facilities: (1) private and public utility and drainage and other non-exclusive easements; (2) rights-of-way for roads, alleys, streets, and highways; (3) zoning regulations; and (4) building, lines and use occupancy restrictions, conditions and covenants.

3. **Duties After Closing.** City shall establish a final meter reading for the Customers to be served by the Cooperative prior to 12:00 a.m. (midnight) on the Closing Date. Thereafter, new meters will be installed, and no further readings of the City's meters will be possible.

4. **Recording Fees.** Each party shall bear the costs for recording fees for the instruments that it desires to record.

5. **Possession.** Cooperative shall have the right of possession of the Facilities upon transfer of the title and risk of loss of such Facilities to Cooperative.

6. **Customers.** The Customers to be transferred are supplied with electrical power through facilities of the City serving customer Structures. The Customers shall be transferred at 12:00 a.m. (midnight) on the Closing Date. City shall issue to each Customer served by the Facilities transferred pursuant to this Agreement, a final bill. The total amount of all deposits the City holds from its Customers will be transferred to Cooperative on the Closing Date along with an accurate accounting of the deposit amount for each Customer.

7. **Accounts Receivable.** City shall retain all accounts receivable of customers related to the City's electric service before the Closing Date. Cooperative will remit any such amounts collected back to City. Cooperative will not render disconnection of electric service to assist City in collecting on accounts receivable of customers related to the City's electric service before the Closing Date. Cooperative shall retain all accounts receivable of Customers related to the Cooperative's electric service following the Closing Date. Cooperative shall be entitled to receive all money paid to Cooperative on said accounts for services rendered after Closing Date.

ARTICLE VII: REPRESENTATIONS AND WARRANTIES

1. **By City.** City represents and warrants to Cooperative and agrees with Cooperative as follows:

A. **Title.** City warrants to Cooperative that City will transfer to Cooperative good and marketable title to Facilities transferred under this Agreement, free and clear of any security interest, contracts, liens, encumbrances, or adverse claim of any third party, except as provided in Section VI(2) of this Agreement. The City makes no representations or warranties regarding the status or condition of title to the ROW or any portion thereof; however, if the Cooperative identifies a defect in title which would prevent the Cooperative from

exercising its non-exclusive franchise rights over a particular portion of the ROW, the City shall reasonably cooperate with the Cooperative's efforts to remove such defect, at no cost to the City.

- B. **Licenses, Permits and Approvals.** City will have applied for and/or obtained in due time before the Closing Date, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for City's performance of its obligations under this Agreement.
- C. **Fitness of Property.** The Facilities transferred and franchise rights in the ROW granted pursuant to this Agreement are exchanged "AS IS," with all faults, and **CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED WITH REGARD TO THE FACILITIES AND ROW, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** In no event shall City be liable for any damages including, but not limited to, special, direct, indirect or consequential damages arising out of, or in connection with, the use or performance of the Facilities or ROW. Any description of the Facilities contained in this Agreement is for the sole purpose of identifying the Facilities, is not a part of the basis of the bargain, does not constitute a warranty that the Facilities shall conform to that description, and does not constitute a warranty that the Facilities will be fit for a particular purpose. No affirmation of fact or promise made by City or Cooperative, not contained in this Agreement, shall constitute a warranty that the Facilities or ROW will conform to the affirmation or promise. Notwithstanding the foregoing, City shall obtain and assign to Cooperative all transferable manufacturer's warranties applicable to all Facilities transferred under this Agreement.

2. **By Cooperative.** Cooperative represents, warrants, and covenants to City that Cooperative will have applied for and/or obtained in due time before the Closing Date under this Agreement, all necessary authorizations, licenses, permits, approvals and other official consents as may be required under law and regulation for Cooperative's performance of its obligations under this Agreement, and that by the Closing Date it will have made arrangements to secure sufficient capacity, energy, transmission service, ancillary services and any other services needed to be able to furnish reliable retail electric service to the City's customers. Cooperative has inspected the Facilities and ROW and, except as otherwise provided herein, agrees to accept them in their present AS IS condition with all faults, and agrees that the purchase price has been adjusted to compensate the Cooperative for the risks associated with purchasing the property on an AS IS condition with all faults. Cooperative will not assume any prior power contracts between City and any other entity.

ARTICLE VIII: RECORDS

Each party shall provide reasonable access to the other party, the other party's accountants, counsel and other representatives, during normal business hours from the date of this Agreement to the Closing Date, access to books, records, contracts and commitments of such party (other than materials subject to a valid claim of privilege or confidentiality) related to this transaction and shall furnish the other party during such period with information concerning said party's affairs as the other party may reasonably require in order to consummate the transactions contemplated by this Agreement. If, after closing, any controversy or claim by or against either party arises out of this transaction or the subject matter of this Agreement, either party shall make available to the other, copies of such relevant records as may reasonably be requested pertaining to this Agreement.

ARTICLE IX: FITNESS OF PROPERTY

City shall repair and maintain the Facilities in good state of repair through the Closing Date, ordinary wear and tear excepted, and City shall not dispose of any of such items except in the normal course of business without the consent of Cooperative. If, between the time this Agreement is executed and the Closing Date, a significant portion of the Facilities is damaged or destroyed beyond normal wear and tear, Cooperative and City shall attempt in good faith to achieve a mutually satisfactory agreement for the repair and restoration of such Facilities. If any portion of the Facilities is taken through condemnation during the period between execution of this Agreement and the Closing Date, Cooperative shall be entitled to deduct an amount equal to the condemnation award(s) from the purchase price.

ARTICLE X: NOTICES

Notices under this Agreement may be given by any means reasonably calculated to timely apprise the other party of the subject matter of this Agreement and no notice shall be deemed deficient if in writing, or promptly confirmed in writing, and personally delivered, by express courier, or mailed first-class, postage prepaid to:

If Cooperative:

GRUNDY ELECTRIC COOPERATIVE, INC.
ATTN: General Manager Scott Wilson
4100 Oklahoma Avenue
Trenton, MO 64683

If City:

City of Galt, Missouri
ATTN: Jessica Cannon Mayor
102 S Main St
Galt, MO 64641

or to the attention of such other individuals or at such other addresses of which the parties may periodically give notice. All communications, notices, and consents given in the manner prescribed in this Article shall be deemed given when received by (or when proffered to, if receipt is refused) the person to whom it is addressed.

ARTICLE XI: FORCE MAJEURE

1. **Force Majeure.** Neither party shall be liable under this Agreement for damages occasioned by delay in performance or failure to perform its obligations under this Agreement if the delay or failure results from causes beyond its reasonable control ("Force Majeure Event") and without the fault or negligence of the party so failing to perform or its contractors or agents. This paragraph shall not extend the time for payment of the purchase price for the Facilities.

2. **Notice.** The party whose performance is affected shall immediately notify the other party indicating the cause and expected duration of the event of force majeure and the delay which it will cause, and it shall continue to keep the other party informed of the situation.

3. **Obligations of Affected Party.** The party whose performance is affected by a Force Majeure Event shall use all reasonable efforts to avoid or minimize the consequences of delay or failure, shall continue with its obligations after the cause of the delay or failure ceases to exist, but shall not be required to settle a strike, work stoppage, or other labor disputes.

ARTICLE XII: TERMINATION

This Agreement may be terminated by mutual written agreement of the parties before the Closing Date. If the parties elect to terminate this Agreement, they shall jointly advise the Commission in writing of the Agreement's termination. If an application for Commission approval of the Agreement remains pending before the Commission when it is terminated, the parties also shall take all other steps as are reasonable under the circumstances to obtain Commission dismissal of the application. Each party shall bear the costs and expenses it incurs in connection with this Agreement, and, except as expressly provided in this Agreement, neither party (nor any of its officers, directors, employees, agents, attorneys, representatives, or members) shall be liable to the other party following an agreed-upon termination for any costs, expenses, or damages; nor shall either

party have any liability or further obligation to the other party in the event of an agreed-upon termination of this Agreement.

ARTICLE XIII: NO ASSUMPTION OF LIABILITIES

City acknowledges that Cooperative is acquiring Facilities and franchise rights in the ROW without any assumption of City's liabilities accruing prior to the Closing Date, except as expressly assumed in writing before the Closing Date by Cooperative after full disclosure of the nature of the liability by City. City shall fully and timely satisfy its liabilities not assumed by Cooperative under this Agreement, but relevant to the transactions contemplated under this Agreement, or the subject matter of this Agreement, including, without limitation, all and any liabilities which shall have accrued before the Closing Date.

ARTICLE XIV: MISCELLANEOUS

1. **Amendments.** No modification, amendment, deletion or other change in this Agreement shall be effective for any purpose, unless specifically set forth in writing and signed by both Parties. No modification, amendment, deletion or other change in the Territorial Agreement or Change of Electrical Supplier provisions of this Agreement shall be effective for any purpose, unless it is approved by the Commission.

2. **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.

3. **Joint Application and Impact of Commission or Court Orders.** Each party shall cooperate with the other in obtaining all necessary permits and approvals of regulatory authorities granting all permits and approvals and shall do all such things as are reasonably required to permit the completion of the transactions contemplated in this Agreement in an orderly, efficient and timely manner. The parties shall make a good faith effort to file as soon as possible after execution of this Agreement, for Commission approval of the Territorial Agreement and Change of Electrical Supplier provisions of this Agreement. If the Commission

does not approve such provisions of this Agreement, or if any part of this Agreement is declared invalid or void by a court or agency of competent jurisdiction, then the entire Agreement shall be terminable by either party.

4. **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement. All representations and warranties, and rights and duties under this Agreement, except for those that are fully executed at the closing, shall survive the closing.

5. **Expenses.** Except as otherwise expressly provided in this Agreement, all expenses incurred by the parties to this Agreement in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by such party, shall be borne solely and entirely by the party which has incurred them.

6. **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation binding on the other party under this Agreement, such action shall not release the other party from any other obligation under this Agreement or the same obligation on any other occasion.

7. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.

8. **Agreement Binding.** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and assigns, but shall not be assignable by either party without the prior written consent of the other party.

9. **Execution in Counterparts.** This Agreement may be executed in one or two counterparts, either of which may contain the signatures of only one

party but both of which shall be taken together as a single instrument. This Agreement may be executed by any commonly accepted electronic means.

SIGNATURES

The Parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page of this Agreement.

CITY OF GALT, MISSOURI

Jessica Cannon

By: Jessica Cannon

Title: Mayor

Attest:

Ashley Bonnett

By: Ashley Bonnett

Title: City Clerk

GRUNDY ELECTRIC COOPERATIVE, INC.

Joe Hartley

By: Joe Hartley

Title: Vice-President

Attest:

Marvin Harding

By: Marvin Harding

Title: Secretary

EXHIBIT A

KENNEL OF ADDITUDES
1083 E HWY 6
GALT, MO 64641

DORSEY, JAMES
432 N CHESTNUT
GALT, MO 64641

MCDONALD, RAYMOND
403 N MAIN
GALT, MO 64641

KELLEY, DAVID
1081 NE 102ND AVENUE
GALT, MO 64641

GALT CHRISTIAN CHURCH
209 NW BORDER
GALT, MO 64641

GRUNDY R-V HIGH
SCHOOL
205 W BORDER
GALT, MO 64641

GALT HOMETOWN
GROCERY STORE
108 S MAIN STREET
GALT, MO 64641

GRUNDY R-V HIGH
SCHOOL
205 W BORDER
GALT, MO 64641

CARRICO, LORRI
1093 110TH AVE
GALT, MO 64641

BAUGHER, LOREN
202 BEASLEY RD
GALT, MO 64641

AXTELL, BOB
422 BEASLEY RD
GALT, MO 64641

FOSTER, CARL & MELISSA
100 CALLIHAN
GALT, MO 64641

UNITED STATES POST
OFFICE
100 CENTER ST
GALT, MO 64641

TUNNELL, RICK
212 E CENTER
GALT, MO 64641

RICHARDSON, STAN
211 E GARFIELD STREET
GALT, MO 64641

AXTELL, JARED
E HWY 6
GALT, MO 64641

AXTELL, JARED
1057 E HWY 6
GALT, MO 64641

BERRY, ALLEN & LYNDA
1073 E HWY 6
GALT, MO 64641

SNIDOW, JULIE
1082 E HWY 6
GALT, MO 64641

KENNEL OF ADDITUDES
1083 E HWY 6
GALT, MO 64641

SAWYER, TRAVIS
402 E PARK STREET
GALT, MO 64641

CITY OF GALT FIRE
BUILDING
E SOUTH MAIN
GALT, MO 64641

SMILEY, BRIAN
207 E SOUTH STREET
GALT, MO 64641

KELLEY, HAROLD
208 E SOUTH STREET
GALT, MO 64641

LEA, JUSTIN
308 E SOUTH STREET
GALT, MO 64641

GRAND RIVER MUTUAL
106 E GARFIELD
GALT, MO 64641

GALT WATER
DEPARTMENT
E HWY 6
GALT, MO 64641

GALT CAFE
111 E NORTH ST
GALT, MO 64641

GALT SQUARE
MAIN STREET
GALT, MO 64641

GEAR, RHONDA
423 MCKINLEY
GALT, MO 64641

DUNN, GENE
208 N ATKINSON
GALT, MO 64641

SEARCY, RUSS
211 N ATKINSON
GALT, MO 64641

THRASHER, ALAN
311 N ATKINSON
GALT, MO 64641

JOHNSON, STEVE
217 N BINGHAM
GALT, MO 64641

RUEGSEGGER, YOLANDA
423 N BINGHAM
GALT, MO 64641

WHITWORTH, GARRY
105 N CHESTNUT
GALT, MO 64641

SAMPSON, HARRY
106 N CHESTNUT
GALT, MO 64641

MCCRACKEN, NATALIE
213 N CHESTNUT
GALT, MO 64641

ROSEBROOK, BRANDON
300 N CHESTNUT
GALT, MO 64641

LEA, RUSSELL
301 N CHESTNUT
GALT, MO 64641

GRELL, JEFFREY
407 N CHESTNUT
GALT, MO 64641

DORSEY, JAMES
432 N CHESTNUT
GALT, MO 64641

HODGE, ELLEN
433 N CHESTNUT
GALT, MO 64641

HOFFMAN, KEVIN
101 N MAIN
GALT, MO 64641

SMITH, RAYMAH
102 N MAIN
GALT, MO 64641

WILLIS, KAREN
108 N MAIN
GALT, MO 64641

BONINE, KENNETH
109 N MAIN
GALT, MO 64641

NEWMAN, MARTIN
111 N MAIN
GALT, MO 64641

BROWN, CRISTAL
306 N MAIN
GALT, MO 64641

LEA, JAMES
311 N MAIN
GALT, MO 64641

MCDONALD, RAYMOND
403 N MAIN
GALT, MO 64641

BRILL, ALLEN
410 N MAIN
GALT, MO 64641

GRINDSTAFF, JASON
415 N MAIN
GALT, MO 64641

HAFFNER, TIFFANY
409 N MCKINLEY
GALT, MO 64641

PIPES, TRACY AND KIM
426 N MCKINLEY
GALT, MO 64641

HUTCHERSON, RYAN
208 N CHESTNUT
GALT, MO 64641

KELLEY, DAVID
1081 NE 102ND AVENUE
GALT, MO 64641

KELLEY GARAGE
1082 NE 102ND AVENUE
GALT, MO 64641

TOLLE, ROBERT
340 NE 105TH AVENUE
GALT, MO 64641

STREET, LUTHER
1125 NE GNEISS LANE
GALT, MO 64641

BONNETT, ASHLEY
1133 NE GNEISS LANE
GALT, MO 64641

SMITH, CANDY
101 NW BORDER
GALT, MO 64641

DAVIDSON, ADAM
207 NW BORDER
GALT, MO 64641

GALT CHRISTIAN CHURCH
209 NW BORDER
GALT, MO 64641

SMILEY, BOB
307 NW BORDER
GALT, MO 64641

GRINDSTAFF, JOLENE
131 OAK STREET
GALT, MO 64641

GALT SEWER DEPT
500 PARK ST
GALT, MO 64641

HUMPHREY CITY PARK
500 PARK ST
GALT, MO 64641

NEW CITY BUILDING
500 PARK ST
GALT, MO 64641

BERRY GARAGE
501 PARK ST
GALT, MO 64641

TRENTER, BOB
201 S ATKINSON
GALT, MO 64641

HUMPHREYS, GARY
101 S BINGHAM
GALT, MO 64641

LAIR, DOUG
102 S BINGHAM
GALT, MO 64641

GALT BAPTIST CHURCH
S CHESTNUT
GALT, MO 64641

AXTELL, JOEY AND AMY
101 S ELM STREET
GALT, MO 64641

GRIFF, GEORGE
108 S ELM STREET
GALT, MO 64641

ANDERSON DEE
202 S ELM STREET
GALT, MO 64641

THARP, ASHLEY
210 S ELM STREET
GALT, MO 64641

SEARCH, KEVIN
308 S ELM STREET
GALT, MO 64641

TUNNELL, RICK
309 S ELM STREET
GALT, MO 64641

GALT HOUSING
404 S ELM STREET
GALT, MO 64641

GALT CITY HALL
102 S MAIN STREET
GALT, MO 64641

GALT HOMETOWN
GROCERY STORE
108 S MAIN STREET
GALT, MO 64641

TUNNELL CERAMIC'S
200 S MAIN STREET
GALT, MO 64641

GALT LION'S CLUB
204 S MAIN STREET
GALT, MO 64641

TUNNELL, RICK
412 S MAIN STREET
GALT, MO 64641

BILINKSKI, RYSZARD
301 S CHESTNUT
GALT, MO 64641

FERGUSON, JIM
100 S ELM ST
GALT, MO 64641

CHRISMAN, LLOYD
316 SW BORDER
GALT, MO 64641

GRUNDY R-V HIGH
SCHOOL
205 W BORDER
GALT, MO 64641

MAY, TODD
110 W BRASSFIELD
GALT, MO 64641

GALT BAPTIST
PARSONAGE
101 W CENTER
GALT, MO 64641

BROWN, GAROLD
110 W CENTER
GALT, MO 64641

NEFF, HEATHER
200 W CENTER
GALT, MO 64641

BONNETT, ROBERTA
300 W CENTER
GALT, MO 64641

YARBROUGH, TONI
419 W CENTER
GALT, MO 64641

JACKSON, JUDY
501 W CENTER
GALT, MO 64641

STRAUSS, MARY
502 W CENTER
GALT, MO 64641

FLAUGHER, GINGER
600 W CENTER
GALT, MO 64641

CORUM, FRANK
210 W GARFIELD STREET
GALT, MO 64641

TUNNELL, RICK
211 W GARFIELD STREET
GALT, MO 64641

JONES, DORVA
105 W NORTH STREET
GALT, MO 64641

CLEM, RANDY
110 W NORTH STREET
GALT, MO 64641

VENCILL, AKIKO
111 W NORTH STREET
GALT, MO 64641

GANNON, ANDY AND
JESSICA
210 W NORTH STREET
GALT, MO 64641

TRENTER, BOB
211 W NORTH STREET
GALT, MO 64641

SEARCY, NORMA
208 W SHERMAN
GALT, MO 64641

STEPHENS, PATRICK
303 W SHERMAN
GALT, MO 64641

STARK, MARILYN
305 W SHERMAN
GALT, MO 64641

GALT FIRE DISTRICT
W SOUTH MAIN
GALT, MO 64641

FLETCHALL, JESSE
200 W SOUTH STREET
GALT, MO 64641

MORIN, KAILI
103 WHAN STREET
GALT, MO 64641

HAGLER, DEBORAH
201 WHAN STREET
GALT, MO 64641

MORIN, KAILI
103A WHAN STREET
GALT, MO 64641

Exhibit B

The City of Galt will transfer to Grundy Electric Cooperative, Inc. all electric distribution facilities, which includes: poles, conductor, transformers, and meters.

BILL OF SALE

The **CITY OF GALT, MISSOURI**, a city of the fourth class of the State of Missouri ("Seller"), pursuant to a Contract for Purchase and Sale of Distribution Facilities dated as of August 26, 2021 (the "Agreement"), between the Seller and **GRUNDY ELECTRIC COOPERATIVE, INC.**, a rural electric cooperative corporation of the State of Missouri ("Buyer"), for and in consideration of the sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has **BARGAINED** and **SOLD**, and by these presents does now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of its right, title and interest, in and to all fixtures, equipment, machinery, and other personal property shown on **Exhibit B** of the Agreement, and constituting the "Facilities" as such term is defined in the Agreement.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, subject however to the terms of the Agreement and those liens and/or encumbrances as therein set forth.

The property is being conveyed "AS IS," "WHERE IS" and "WITH ALL FAULTS" as of the date of this Bill of Sale, whether latent or manifest and without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this 26 day of August, 2021.

CITY OF GALT, MISSOURI

By: Jessica Gannon

Title: Mayor

