

BILL OF SALE

WITNESSETH: That **AQUILA, INC.** ("Seller"), pursuant to a Lease Agreement dated as of December 30, 2004 (the "Lease Agreement"), between the Seller and the **CITY OF PECULIAR, MISSOURI**, a fourth class city organized and existing under the laws of the State of Missouri ("Buyer"), for and in consideration of the sum of ten (\$10.00) 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, if any, in and to all machinery, equipment and other personal property whether or not installed or kept on the Project Site, and constituting the "Project Equipment", as such terms are defined in the Lease Agreement.

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

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this 30th day of December, 2004.

AQUILA, INC.

By: _____
Name: Randal P. Miller
Title: Vice President, Finance and Treasurer