

STREET LIGHT BILL OF SALE WITHOUT WARRANTY

This Street Light Bill of Sale Without Warranty ("**Bill of Sale**") is made effective as of _____, 20__, by and between Public Service Company of Colorado, a Colorado corporation ("**Grantor**"), and the Town of Erie, Colorado, a Colorado municipal corporation ("**Grantee**").

For good and valuable consideration, in hand paid, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions herein, Grantor hereby assigns and quitclaims to Grantee, all of its right, title and interest, if any, to and in the personal property described on **Exhibit 1**, attached hereto and incorporated herein by reference (individually, a "**Facility**" and collectively, the "**Facilities**")

Reserving unto Grantor the following rights:

1. **Attachments.** Upon written notice provided at least (30) days in advance, the right to make attachments to the Facilities (including any replacements thereof) will not be unreasonably withheld, to the extent such attachments serve a legitimate business need of Grantor's electric utility business and will not constitute a safety hazard or interfere with Grantee's or a third party's use of the Facilities. Grantor may request to make use of the Facilities at no cost for the placement of equipment, but shall be responsible for costs associated with modifications to the Facilities needed to accommodate Grantor's use and for any electricity used. Any such Grantor use must comply with the National Electric Safety Code, Industry Standards, and all other applicable laws, rules and regulations.
2. **Future Sale.**
 - a. If the Grantee chooses to sell all or a portion of the Facilities (including any replacements thereof or new street lights added to Grantee's system) in the future, it shall notify Grantor in writing prior to offering the Facilities to any other party, and if Grantor is interested in purchasing the Facilities, the parties shall enter a ninety (90) day exclusive negotiation period, wherein both parties shall exercise good faith efforts to reach agreement and the provisions of Section 2(b) below shall apply. If the parties have not reached final written agreement on any such sale within such ninety (90) day exclusive negotiation period, the Grantee may negotiate with other parties and sell the Facilities to any party and upon such terms as it deems appropriate.
 - b. Unless prohibited by applicable law, in any event that Grantor acquires all or a portion of the Facilities pursuant to this Section, or is required to acquire the Facilities (or any portion thereof) from Grantee or its successors or assigns, pursuant to an order or requirement of the Public Utility Commission or an order of a court of law, the total price per each individual Facility Grantor shall pay shall in no event be more than was paid to Grantor under the Purchase Agreement.

GRANTEE ACCEPTS THE FACILITIES "AS IS / WHERE IS" WITH ALL FAULTS AND DEFECTS. GRANTEE ACKNOWLEDGES THAT IT RELIED SOLELY UPON ITS INDEPENDENT ANALYSIS, EVALUATION AND JUDGMENT OF THE FACILITIES AND THEIR VALUE AND THAT GRANTOR HAS NOT MADE, AND WILL NOT MAKE, ANY

REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE FACILITIES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF GRANTEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AND GRANTOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO GRANTEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE FACILITIES AND THEIR MAINTENANCE.

GRANTEE ACKNOWLEDGES AND UNDERSTANDS THAT THE FACILITIES WILL NOT BE INSURED BY GRANTOR AS OF THE EXECUTION OF THIS BILL OF SALE. GRANTEE ALSO ACKNOWLEDGES AND UNDERSTANDS THAT THE FACILITIES MAY BEAR OR CONTAIN HAZARDOUS CHEMICALS OR OTHER HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO PETROLEUM BYPRODUCTS, CHEMICAL PRODUCTS, NATURALLY OCCURRING RADIOACTIVE MATERIALS, WHICH MAY BE OR MAY BECOME (BY CHEMICAL REACTION, TOXICITY, FLAMMABILITY, EXPLOSIVENESS OR OTHERWISE) HAZARDOUS TO LIFE, HEALTH OR PROPERTY AT ANY TIME AFTER THE FACILITIES LEAVE THE POSSESSION AND CONTROL OF GRANTOR, INCLUDING, BUT NOT LIMITED TO, DURING USE, HANDLING, CLEANING, RECONDITIONING OR DISPOSAL.

EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE, DATED NOVEMBER 1, 2024 (**"PURCHASE AGREEMENT"**), GRANTEE HEREBY RELEASES GRANTOR, ITS CORPORATE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LIABILITY AND WAIVES ANY CLAIM IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THEM ARISING OUT OF OR RESULTING FROM GRANTEE'S ACCEPTANCE OF THE FACILITIES.

Grantor and Grantee incorporate by reference herein all of the provisions of the Purchase Agreement that expressly survive Closing (as defined in the Purchase Agreement). A copy of the Purchase Agreement is attached hereto as **Exhibit 2**.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed on the date and year first above written.

GRANTOR:
PUBLIC SERVICE COMPANY OF COLORADO
a Colorado Corporation

By: _____
Name: Robert Kenney
Its: President

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed on the date and year first above written.

GRANTEE:

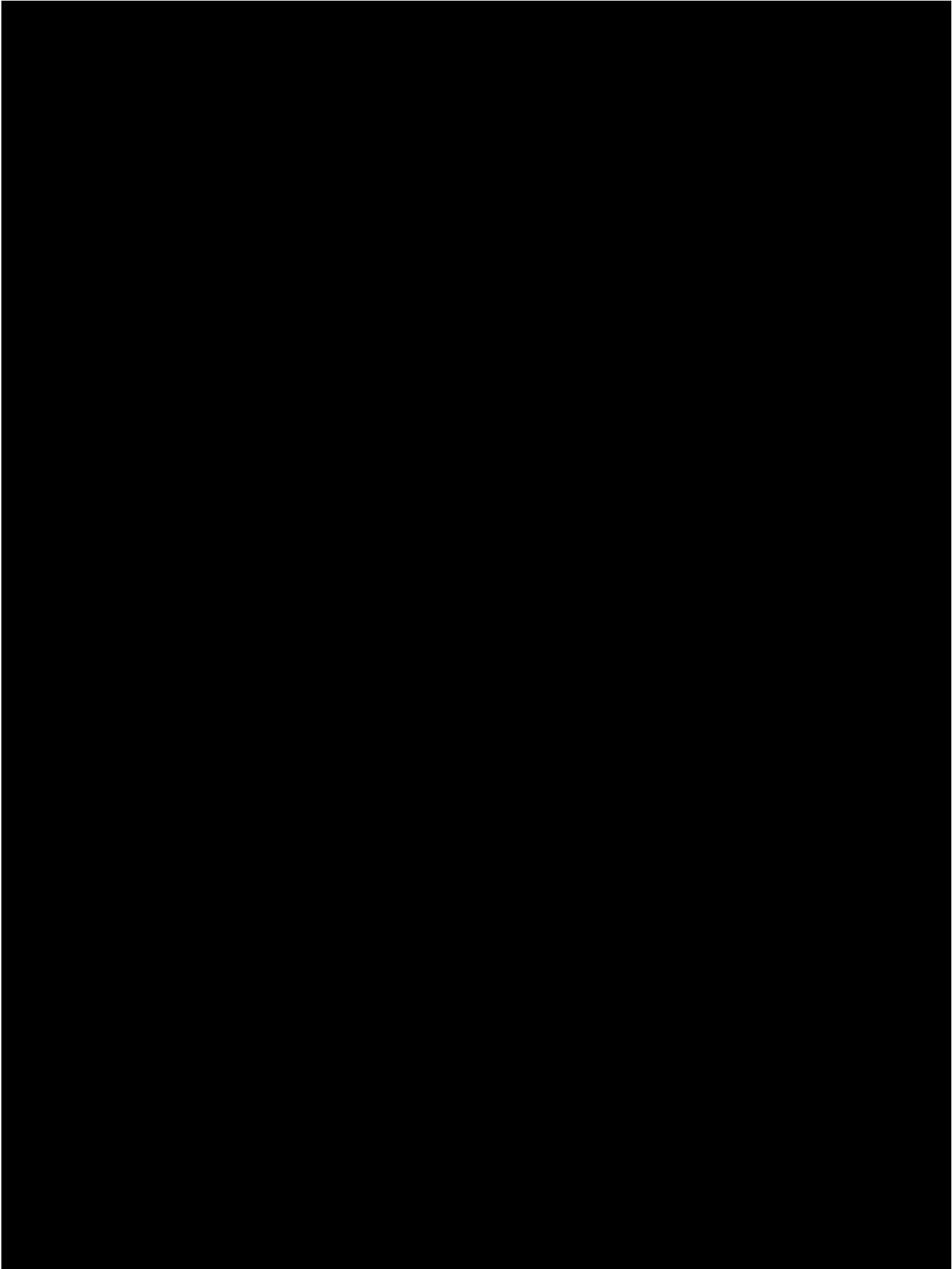
Town of Erie, Colorado

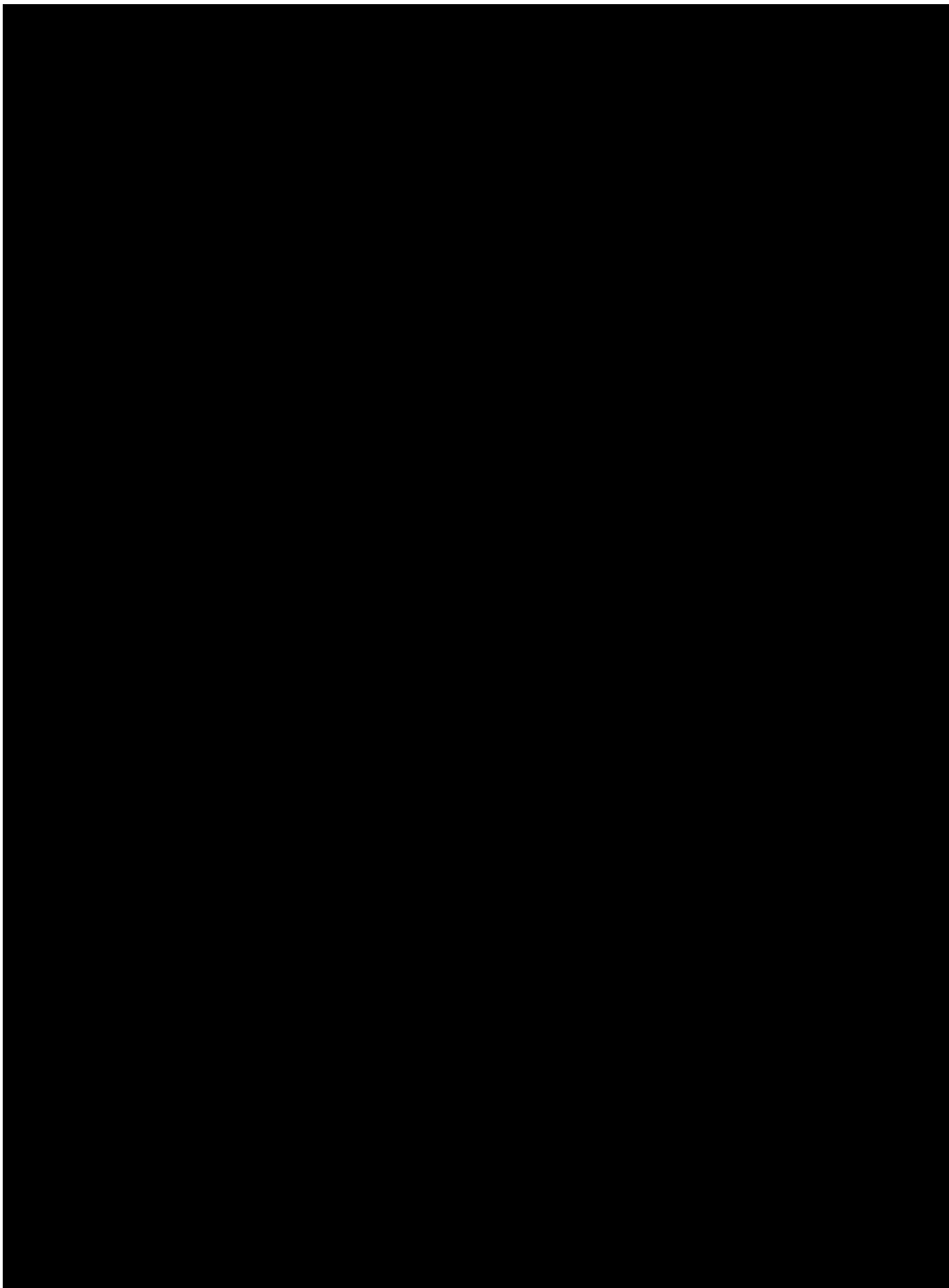
By: _____
Name: _____
Title: _____

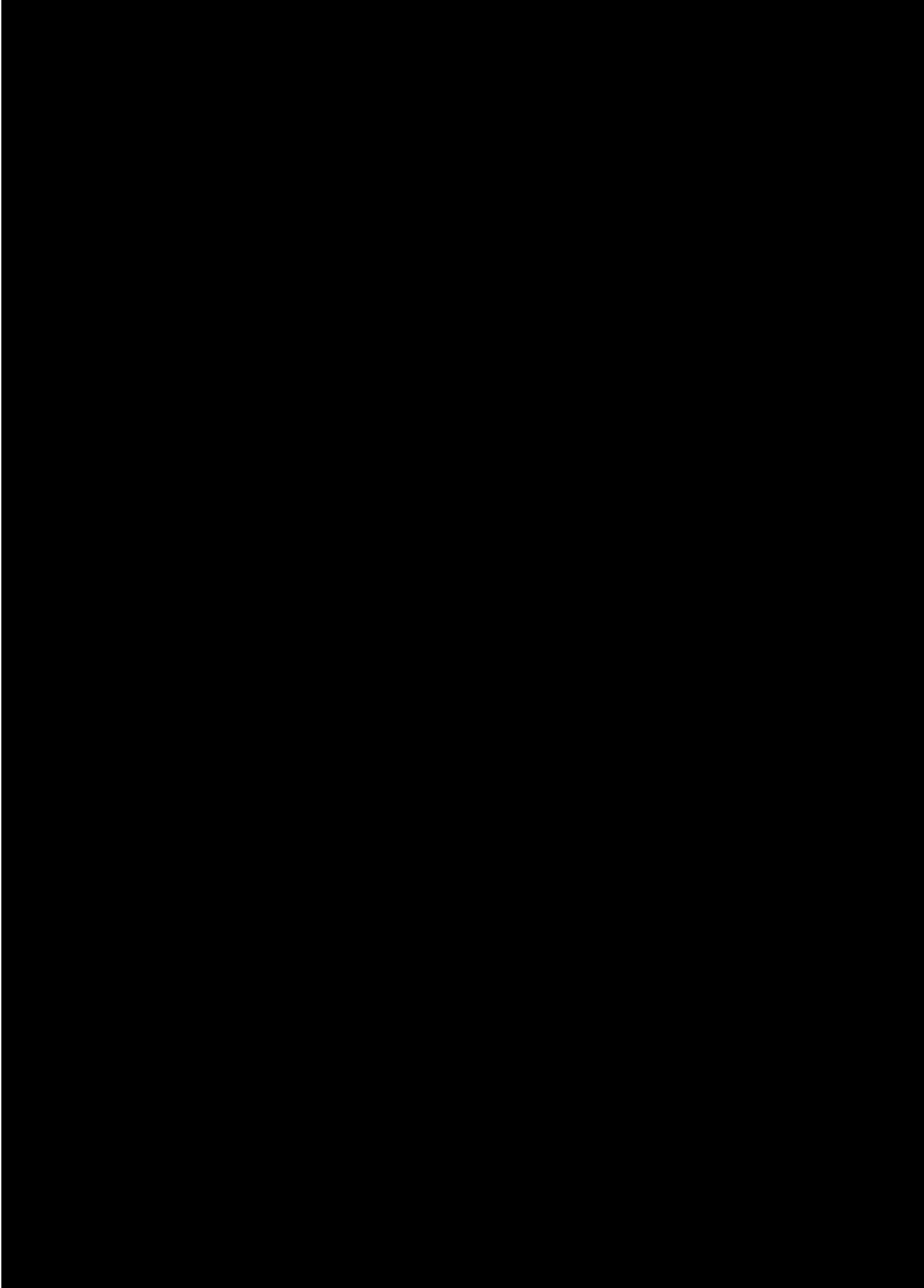
EXHIBIT 1

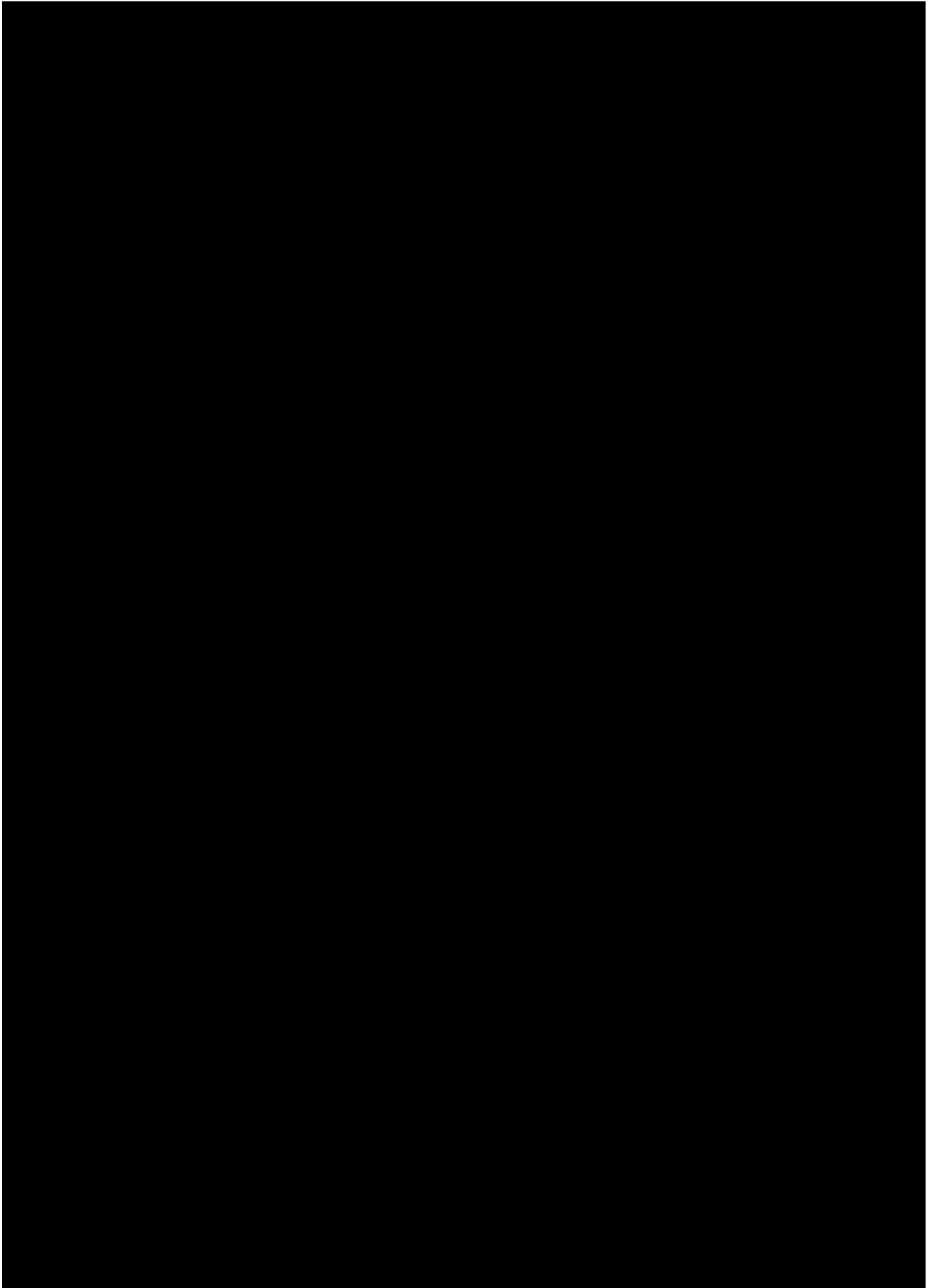
Facilities

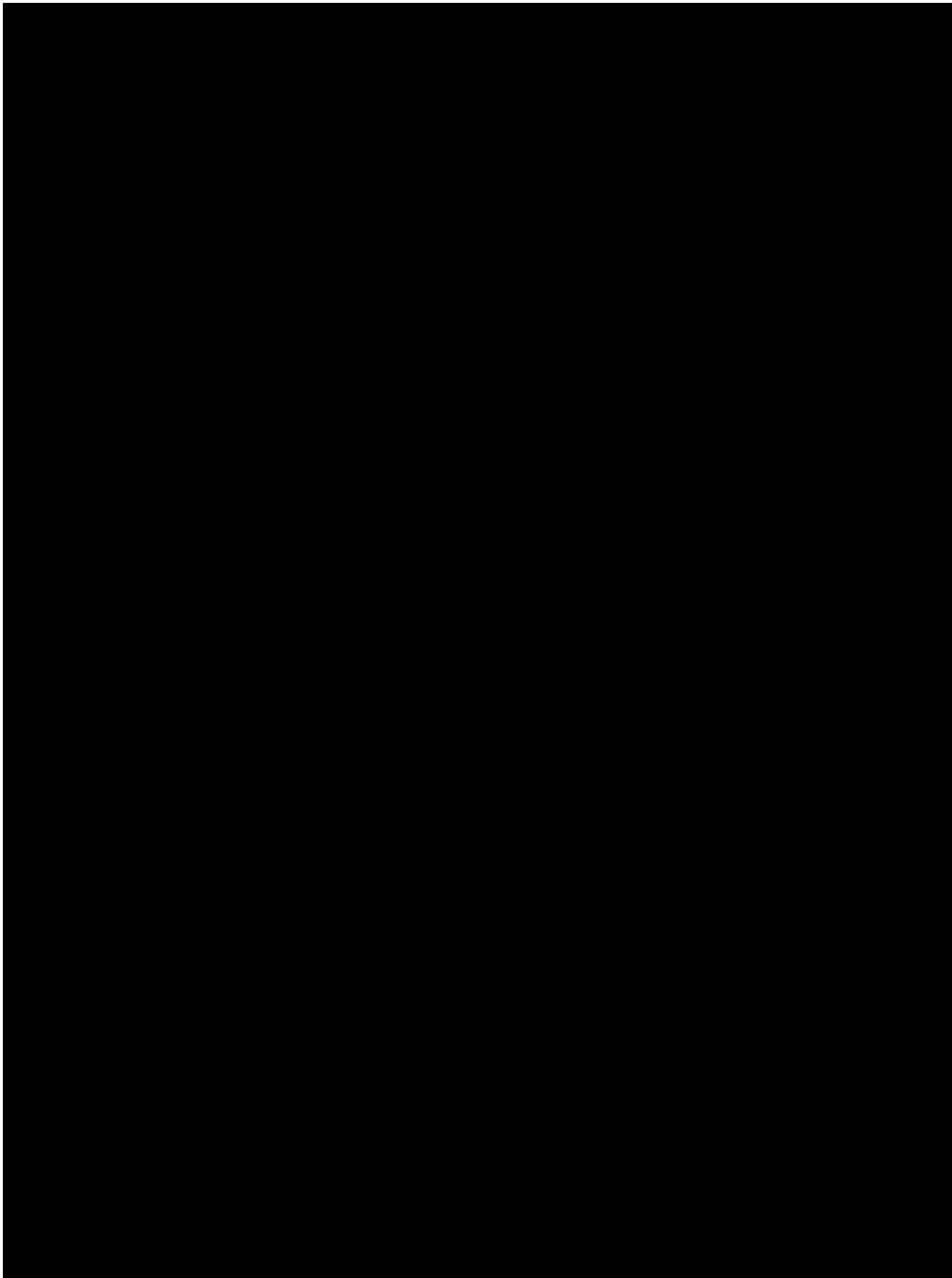












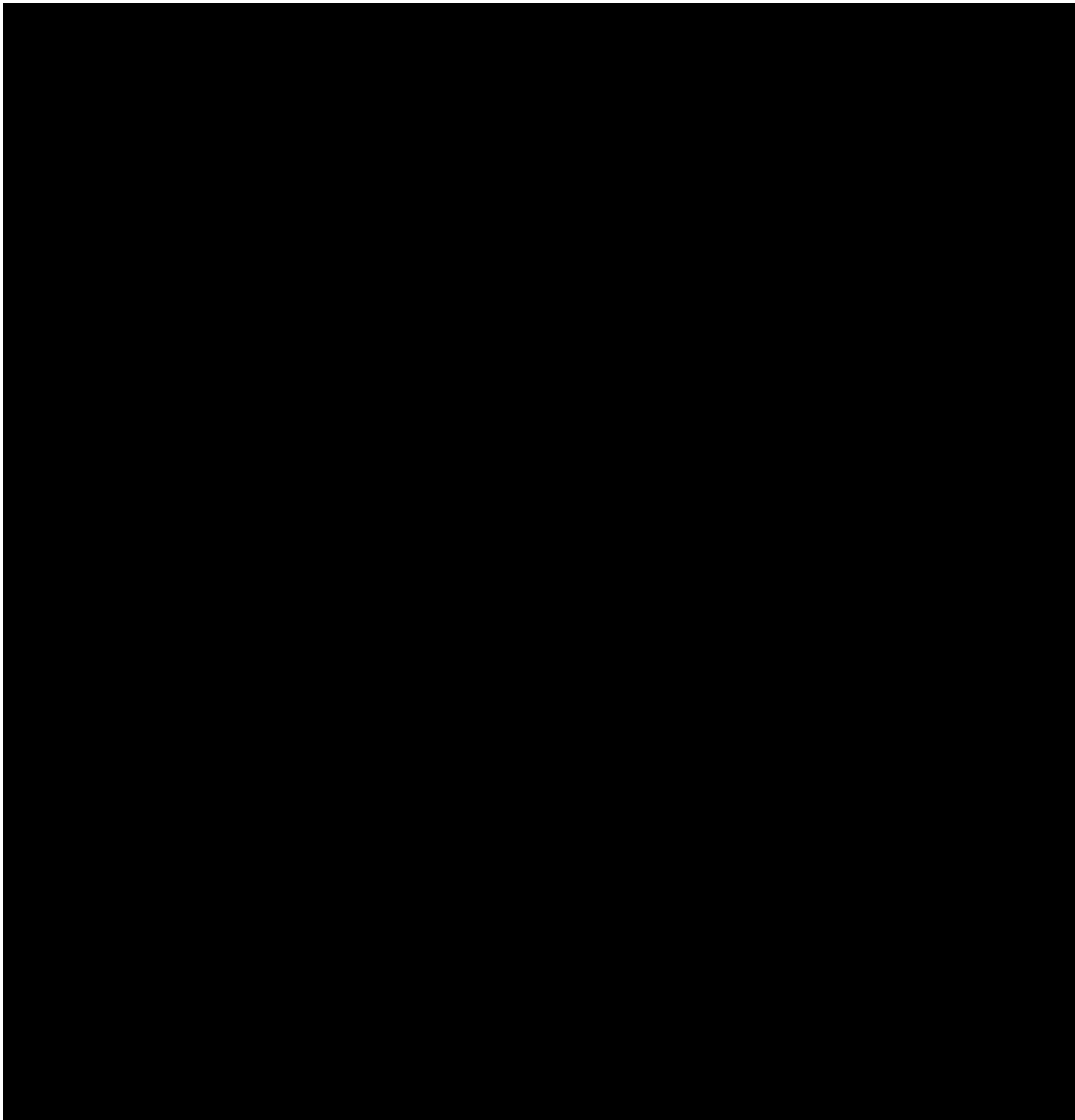


EXHIBIT 2

Purchase and Sale Agreement

(see attached)