

AFFIDAVIT

STATE OF NEW YORK)
) SS:
COUNTY OF ALBANY)

Natasha Deschene, being duly sworn, deposes and says that:

1. I am the Vice President, Electric Asset Management & Engineering NY for Niagara Mohawk Power Corporation (the "Company").
2. This Affidavit is being submitted in support of the notice filing by the Company with the New York State Public Service Commission ("Commission") pursuant to Section 70 of the Public Service Law for the planned sale of certain assets, with an original value less than \$100,000, located at 6834 Kirkville Road, County of Onondaga, Village of East Syracuse, State of New York as contemplated in the Asset Purchase and Sale Agreement (the "Agreement") entered into between the Company and Amazon.com Services LLC ("Customer"), dated September 20, 2023. The assets proposed to be sold are a pad-mounted transformer and 373 feet of associated electric cable Exhibit A to the Agreement (the "Assets"). A copy of the Agreement is annexed hereto as Attachment "A."
3. I am fully familiar with the facts and circumstances surrounding the Company's proposed sale to of the Assets to the Customer and the terms of the Agreement.
4. The Customer's premises located in East Syracuse, New York (the "Premises") is served by three-phase electric distribution service. The Customer desires to acquire the Assets in order to manage electric service on the Premises and avoid any supply chain issues impacted by electric service.
5. The Customer continues to be served by a primary service feed to the property line of the Premises. The Assets remain energized and in operation.
6. Transferring the Assets to Customer avoids the Company's future operation and maintenance expenses associated with the Assets. The proposed sale also avoids the cost to the Customer of paying for Company removal of the Assets and has the added benefit of conferring flexibility to the Customer

to operate, maintain, and reconfigure the Assets, which only serve Customer, as desired by the Customer.

7. The transformer was installed in 2020 and the associated electric cable was installed in 2021. The Assets serve only the Premises. Based on the Company's records, the total original book cost of the assets at the time of their installation was \$46,492.28. The estimated accumulated depreciation is \$5,412.01, leaving an estimated net book value of \$41,080.27. The Accumulated Provision for Depreciation ("Depreciation Reserve") for these FERC Accounts is maintained at the account or subaccount level only, not at the individual asset level. Therefore, the Company determined the accumulated depreciation by allocating a pro rata portion of the Depreciation Reserve included in FERC Accounts 36820, 36830 and 36710 to the Assets being sold in this transaction. A copy of the original book value and present net book value is attached as Attachment "B".
8. Pursuant to the Agreement, Customer has agreed to pay the Company \$86,303 for the Assets ("Purchase Price") as well as any applicable taxes arising from the transfer, other than taxes on the Company's income from the transaction and to reimburse the Company for any additional costs and expenses incurred in connection with the transfer.
9. The proposed transaction represents reasonable compensation for the Assets given that: (i) the transfer removes the Assets from the Company's rate base, which thereby eliminates any operation and maintenance costs paid by the Company's customers associated with the Assets; and (ii) the transaction will avoid removal costs and enables the desired flexibility in use and maintenance of the Assets by the Customer.
10. The sale will not prevent the Company from providing electric service to its customers and will in no way inhibit or impact the Company's ability to conduct its business.
11. Journal entries to illustrate how the Company will account for the sale are annexed hereto as Attachment "C."
12. A Short Environmental Assessment Form in accordance with the State Environmental Quality Review Act evaluating the potential impacts associated with the proposed transfer of the Property is annexed hereto as Attachment "D."

Natasha Deschene

[NAME]

NATASHA DESCHENE

Sworn to before me this
27th day of February, 2024

Tammy A. Ciura

Notary Public

Tammy A. Ciura
Notary Public, State of New York
Qualified in Erie County
My Commission Expires February 12, 2026 -

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ASSET PURCHASE AND SALE AGREEMENT

By and Between

NIAGARA MOHAWK POWER CORPORATION, as Seller

And

Amazon.com Services LLC as Buyer

Dated as of september 20, 2023

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of September 20, 2023. (the "Effective Date") by and between **Niagara Mohawk Power Corporation d/b/a National Grid** a New York corporation a place of business at 300 Erie Boulevard West, Syracuse, NY 13202 ("National Grid" or "Seller") and **AMAZON.COM SERVICES LLC** a foreign limited liability company with a place of business at 6834 Kirkville Road, E. Syracuse, NY 13057 (the "Buyer"). National Grid and Buyer are each a "Party" and are, collectively, the "Parties" hereto.

WHEREAS, Buyer wishes to purchase, and National Grid is willing to sell, the assets identified on Exhibit A attached hereto and made a part hereof, presently located at 6834 Kirkville Rd., East Syracuse, NY 13507 (the "Location"), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, National Grid and Buyer agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.1 Assets to be Sold to Buyer. Subject to the terms and conditions contained in this Agreement, National Grid shall transfer to Buyer at Closing (as defined below) all of National Grid's right, title and interest in and to the assets identified on Exhibit A attached hereto and made a part hereof (the "Assets"). Buyer and Seller agree that the Assets are not being sold for the present purpose of disposal, but are being sold with the intent that the Assets be used by Buyer or Buyer's successors or assigns.

Section 1.2 Inspection. Buyer shall have the right, prior to Closing upon reasonable prior notice and during customary business hours, to inspect and test the Assets and to inspect any of Seller's maintenance records pertaining to the Assets.

Section 1.3 Purchase Price, Costs and Taxes.

(a) Buyer shall pay Seller at Closing Eighty-six thousand three hundred and three dollars (\$86,303) (the "Purchase Price") as the purchase price for the Assets. The Purchase Price shall be paid to Seller by a certified check with immediately available funds.

(b) Buyer shall be solely responsible for, and agrees to pay, all use, transfer and other taxes (other than taxes on Seller's income), if any, arising from the transfer of the Assets or from any other transactions contemplated by this Agreement ("Applicable Taxes").

(c) All payments made under this Agreement shall be made in immediately available funds in the form of a certified check from Buyer to Seller on at Closing.

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Section 1.4 Transfer of Title and Delivery.

(a) At Closing, Seller shall transfer the Assets to Buyer by a Bill of Sale substantially in the form set forth in Exhibit B attached hereto and made a part hereof (the "Bill of Sale").

(b) Upon execution and delivery of the Bill of Sale by Seller and Buyer, and Seller's receipt of the Purchase Price at Closing, (i) Buyer shall be the sole owner of the Assets and shall assume effective at Closing all of the rights and duties of ownership in connection therewith including, without limitation, operation, maintenance and risk of loss, and (ii) the Assets shall be delivered *in situ* at the Location. Without limiting the foregoing, Buyer shall be solely responsible for, and agrees to pay, all personal property taxes with respect to the Assets which accrue after the Closing Date.

Section 1.5 Required Approvals.

The obligations of each Party under this Agreement are expressly contingent upon (i) each Party receiving all licenses, permits, permissions, certificates, approvals, authorizations, consents, franchises and releases from any local, state, or federal regulatory agency or other governmental agency or authority (including, without limitation, the New York Public Service Commission ("NYPSC") from any other third party that may be required for such Party in connection with the performance of such Party's obligations under or in connection with this Agreement (the "Required Approvals"), (ii) each Required Approval being granted without the imposition of any modification or condition of the terms of this Agreement or the subject transactions, unless such modification(s) or condition(s) are agreed to by both Parties in their respective sole discretion, and (iii) all applicable appeal periods with respect to the Required Approvals having expired without any appeal having been made or, if such an appeal has been made, a full, final and non-appealable determination having been made regarding same by a court or other administrative body of competent jurisdiction, which determination disposes of or otherwise resolves such appeal (or appeals) to the satisfaction of both Parties in their respective sole discretion. National Grid agrees to make the appropriate filing with NYPSC following execution and delivery of this Agreement. Each Party agrees to use commercially reasonable efforts to obtain the Required Approvals required for such Party to perform its obligations under this Agreement.

If any application or request is made in connection with seeking any Required Approval and is denied, or is granted in a form, or subject to conditions, that either Party rejects, in its sole discretion, as unacceptable, this Agreement shall terminate as of the date that a Party notifies the other Party of such denial or rejection, in which event the obligations of the Parties under this Agreement shall cease as of such date and this Agreement shall terminate without recourse to either Party.

Buyer acknowledges that, as a condition to selling the Assets, Seller may be required by applicable law or regulation, including, without limitation, the approval process required pursuant to New York Public Service Law, Section 70, to compensate Seller's customers for such sale in an amount which exceeds the Purchase Price, and Buyer agrees that any such amount, and any other costs or expenses incurred by Seller, including, without limitation, any

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costs or expenses resulting from conditions imposed on the Seller by the NYPSC in granting New York Public Service Law, Section 70 approval, shall be paid or reimbursed by Buyer at Closing.

ARTICLE II
CLOSING AND CONDITIONS PRECEDENT

Section 2.1 Time and Place of Closing; Bill of Sale. The consummation and closing of the transactions provided for in this Agreement (the "Closing") shall occur within ten (10) business days after all conditions precedent to the consummation of the transactions contemplated by this Agreement have been fully satisfied or waived or at such other time as the Parties shall mutually agree (the "Closing Date"). The Closing shall take place at 40 Sylvan Road, Waltham, MA, or at such other location as the Parties may mutually agree. Exchange of documents to be delivered at Closing may be conducted by delivery via facsimile or in ".PDF" format by electronic mail, followed by mailing of original deliverables to each Party.

Section 2.2 Conditions Precedent to Closing. The obligation of each Party to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

- (a) the representations made by the other Party in Article III of this Agreement shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations had been made or given at and as of the Closing;
- (b) the other Party shall have performed and complied in all respects with all of its obligations under this Agreement to be performed or complied with by it on or prior to the Closing;
- (c) all Required Approvals have been obtained, each in form and substance satisfactory to Seller and Buyer in their respective sole discretion; and
- (d) the other Party shall have obtained all other necessary licenses, permits, consents and other approvals of governmental entities, agencies, or bodies, and all other persons or entities, if any, required for it to consummate the transactions contemplated by this Agreement and all such licenses, permits, consents and other approvals are in full force and effect on the date of the Closing.

ARTICLE III
REPRESENTATIONS

Section 3.1 Representations of Each Party. Each Party hereby represents that the following statements are true, correct and complete as of the execution date of this Agreement and as of the date of the Closing:

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- (a) the Party is validly existing and in good standing under the laws of the state in which it is organized and is in good standing, and is duly qualified to conduct business, in all of the jurisdictions in which it operates;
- (b) the Party has all requisite power and authority to enter into this Agreement, execute and deliver the Bill of Sale, undertake its obligations hereunder and consummate the transactions contemplated hereby; this Agreement constitutes, and, as of the Closing, the Bill of Sale will constitute, the valid and legally binding obligations of the Party, are or will be enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or law); and
- (c) neither the execution of this Agreement by the Party, nor the consummation by the Party of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or constitute or create a default under: any applicable charter, certificate of incorporation, bylaws, operating agreement and/or similar organizational documents of the Party, each as amended to date; any agreement or commitment to which the Party is a party or by which the Party or any of its properties is bound or to which the Party or any of such properties is subject; or any statute or any judgment, decree, order, regulation or rule of any court or governmental authority.

Section 3.2 Required Notices. Each Party shall give prompt notice to the other of the occurrence, or failure to occur, of any event which would be likely to cause any representation or of that Party contained in this Agreement to be or become untrue or incorrect in any material respect at any time from the date hereof to the Closing.

Section 3.3 Timing and Survival. The respective representations made by Seller and Buyer in this Agreement shall be deemed remade as of the Closing with the same force and effect as if in fact made at that time. All representations made in this Agreement shall survive and shall not merge at Closing.

ARTICLE IV
LIABILITY AND INDEMNIFICATION

Section 4.1 Examination of Assets. Buyer acknowledges that it has examined the Assets as fully as desired. Upon transfer of title to the Assets at Closing, (i) Buyer waives and disclaims any right to seek recovery from Seller based on the current condition of the Assets, and (ii) Buyer assumes any and all liability of any kind for claims or damages in connection with the Assets arising from acts, omissions, or events occurring after the Closing Date.

Section 4.2 Assets sold "As is, Where is"; Disclaimer of Warranties.

BUYER ACKNOWLEDGES AND AGREES THAT THE ASSETS ARE BEING SOLD AND TRANSFERRED "AS IS, WHERE IS" AND, ACCORDINGLY, SELLER IS NOT

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MAKING ANY COVENANTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING SUCH ASSETS, INCLUDING, IN PARTICULAR, AND WITHOUT LIMITATION, ANY COVENANTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TITLE, DESIGN OR THE QUALITY OF THE ASSETS, ANY WARRANTY OR MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, OR AS TO THE WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF THE ASSETS, OR ANY PART THEREOF, OR WHETHER THE BUYER POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE THE ASSETS.

SELLER FURTHER SPECIALLY DISCLAIMS ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS SUBSTANCES (AS HEREINAFTER DEFINED) OR LIABILITY ARISING UNDER ENVIRONMENTAL LAWS (AS HEREINAFTER DEFINED). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE ASSETS OR THE SUITABILITY OF THE ASSETS FOR OPERATION FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND NO OTHER MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATION MADE BY SELLER, OR ANY OFFICER, EMPLOYEE, CONSULTANT OR AGENT THEREOF, WILL CAUSE OR CREATE ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE ASSETS OR ANY PART THEREOF. THE PROVISIONS HEREOF SHALL SURVIVE THE TRANSFER OF THE ASSETS.

THE PROVISIONS HEREOF HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS, GUARANTEES AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY.

Buyer agrees to take the Assets with knowledge that they have been used for a period of time by Seller in its business.

Section 4.3 Indemnity.

Buyer hereby agrees to indemnify, defend (at the Seller's option and with counsel satisfactory to the Seller) and hold harmless the Seller, its officers, directors, shareholders, employees, agents, contractors, direct and indirect parent companies, affiliates and subsidiaries, and its or their successors and assigns (each, an "Indemnified Party" and, collectively, the "Indemnified Parties"), to the full extent permitted by applicable law, from and against any and all costs, losses, expenses, damages, claims, liens, fines, penalties, encumbrances, obligations,

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actions and causes of action, of any kind whatsoever, of every name and nature, in law and equity, whether known or unknown, suspected or unsuspected, including attorneys' fees and other professional expenses and fees, third party claims for personal injury or property damage, diminution of property value and remediation costs or lost income suffered or incurred by or asserted against Seller or any other Indemnified Party, in each case to the extent arising from or in connection with the Assets after the Closing Date, including, specifically, but without limitation (i) any acts or omissions of the Buyer or its or its affiliates' officers, directors, employees, agents, or contractors in connection with or relating to the Assets, (ii) the presence of Hazardous Substances in, on or as part of the Assets, (iii) noncompliance with any Environmental Laws relating to the Assets, and (iv) the Release or Threat of Release, or the processing of, or disposal of, Hazardous Substances in connection with the Assets.

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air.

"Environmental Law" shall mean any environmental or health and safety-related law, regulation, rule, ordinance or by-law at the federal, state or local level, whether existing as of the date hereof, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof.

"Hazardous Substances" shall mean any pollutant, contaminant, toxic substance, hazardous substance, hazardous waste or hazardous substance, or any oil, petroleum or petroleum product, as defined in or pursuant to the Federal Clean Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*, or any other Environmental Law.

"Release" shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Substances into the Environment.

"Threat of Release" shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release.

Section 4.4 Defense and Costs. The Buyer shall take prompt action to defend and indemnify each Indemnified Party against claims, actual or threatened, but in no event later than notice by the Indemnified Party to the Buyer of the service of a notice, summons, complaint, petition or other service of process alleging damage, injury, liability, or expenses that may be subject to indemnification hereunder. The Buyer shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel satisfactory to the Indemnified Party, to respond to, defend, settle, or compromise any claim or threatened claim. In the event that the Buyer (i) fails to promptly undertake such defense, (ii) fails to pay such defense costs and damages, (iii) uses counsel not reasonably acceptable to the Indemnified Party(ies) or (iv), does not allow the Indemnified Party(ies) to be part of the settlement or compromise discussions,

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then the Indemnified Party(ies) shall have the right, but not the obligation, to undertake such defense and settlement discussions. In the event an Indemnified Party undertakes its own defense or pays any associated damages, whether by settlement or pursuant to judicial order, judgment or decree, then the Buyer shall not raise or plead as a defense to a claim by the Indemnified Party for reimbursement for all or any part of the expense so incurred that in doing so the Indemnified Party acted as volunteer or waived its right to defense, indemnification, or insurance coverage reimbursement in accordance with this Agreement. The Buyer understands and agrees that it shall be responsible for any and all reasonable costs and expenses incurred by Indemnified Parties to enforce this indemnification provision. Such costs incurred by the Indemnified Parties can include attorney's fees and expenses for litigation, accounting, consulting or engineering fees and related expenses, judgments, liens and encumbrances arising from such lawsuits, actions or claims whenever made or incurred. Furthermore, the Buyer shall, at its sole cost and expense, testify, as required by the Indemnified Parties, at any judicial or administrative proceeding, or deposition, and shall be responsible to reimburse the Indemnified Parties for any damages the Indemnified Parties pay as a result of the Buyer's failure to comply with its indemnification obligations under this Article.

Section 4.5 Limitation of Liability; Disclaimer of Certain Damages. Seller's total cumulative liability to Buyer for all claims of any kind, whether based upon contract, tort (including negligence and strict liability), or otherwise, for any loss, injury, or damage connected with, or arising from, this Agreement or the Assets, shall not exceed the Purchase Price. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or otherwise shall Seller be liable for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with, or arising from, the transactions contemplated by this Agreement, including, without limitation, delays, lost profits, business interruptions, loss of use, lost business opportunities, loss of revenue, losses and other damages by reason of facility shutdown, equipment damage, cost of replacement power or substitute or temporary facilities or services, cost of capital, loss of goodwill, and claims of suppliers and customers, whether or not such damages were reasonably foreseeable or Seller was advised or aware that such damages might be incurred.

Without limiting the foregoing, effective from and after the Closing Date, Buyer shall be deemed to have assumed all liability for claims arising from or in connection with the Assets, including, without limitation, claims relating to:

- (i) resale of the Assets by Buyer or any other person or entity;
- (ii) use of the Assets by Buyer or any other person or entity;
- (iii) disposal of the Assets by Buyer or any other person or entity;
- (iv) disposal or remediation by the Buyer or any other person or entity of any Hazardous Substances contained in or associated with the Assets;
- (v) disposal or remediation of any Hazardous Substances or Releases which may result from the use of the Assets by Buyer or any other person or entity; or
- (vi) loss of, or damage to, the Assets.

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Section 4.6 Survival. The provisions of this Article shall apply notwithstanding any other provisions of this Agreement, and shall survive termination, expiration, cancellation, or completion of this Agreement and Closing.

ARTICLE V
GENERAL PROVISIONS

Section 5.1 Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto. The foregoing notwithstanding, either Party may assign this Agreement to an affiliate without the other Party's consent, provided, however, that no such assignment shall serve to release the assignor, pledgor or transferor of any of its obligations under this Agreement without the written consent of the non-assigning Party. For purposes of this Agreement, the term "affiliate" when applied to a Party shall mean any entity controlling, controlled by, or under common control with such Party; "control" of an entity shall mean the ownership of, with right to vote, fifty percent (50%) or more of the outstanding voting securities, equity, membership interests, or equivalent, of such entity.

Section 5.2 Notices. Any notice required or permitted to be given hereunder shall be addressed to the Parties as follows:

If to Seller:

Niagara Mohawk Power Corporation
Attn: Bradley Smith
Regional Account Services
7496 Round Pond Rd.
N. Syracuse NY 13212
Phone: (315) 452-7783
Email: bradley.smith@nationalgrid.com

If to Buyer:

Amazon.com Services LLC
Attn: Manager, AMZL Energy, Lavell Lewis
(if by USPS):
P.O. Box 81226
Seattle, WA 98109-5210
(if by courier):
410 Terry Avenue North
Seattle, WA 98109-5210

With a copy to:
Attn: General Counsel

(if by USPS):



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P.O. Box 81226
Seattle, WA 98109-5210
(if by courier):
410 Terry Avenue North
Seattle, WA 98109-5210
Phone: 850-384-4723
Fax: 206-266-7010
Email: contracts-legal@amazon.com

Any notices, requests, or other correspondence and communication given under this Agreement shall be in writing and must be sent by (i) hand delivery, (ii) registered or certified mail, return receipt requested, (iii) reputable national overnight courier service, postage prepaid, or (iv) facsimile transmission, addressed to the Party at its addresses or telephone facsimile number set forth above. For purposes of this Agreement, notices sent by hand delivery, overnight courier or facsimile shall be deemed given upon receipt and notices sent by mail shall be deemed given three (3) business days following the date of mailing. Each Party may give notice, as herein provided, specifying a different person, address or facsimile number than that which is listed above.

Section 5.3 Amendments. This Agreement shall not be amended, superseded or modified, in whole or in part, except in a writing signed by both Parties.

Section 5.4 Approvals; Entire Agreement; Effectiveness. This agreement shall be subject to approval of any federal, state or local regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. This Agreement and the Bill of Sale shall be deemed to constitute the entire agreement among the Parties relating to the subject matter hereof and shall supersede all previous agreements, negotiations, courses of dealings, oral or written offers, understandings, discussions, communications and correspondence with respect thereto.

Section 5.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

Section 5.6 Applicable Law; Severability; Survival. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of New York, without reference to such State's conflict-of-laws doctrine, and applicable Federal law. The Company and Customer agree to submit to the personal jurisdiction of the courts in the State of New York, or the Federal District courts in such State, as permitted by law, with respect to any matter or dispute arising out of this Agreement. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and

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without affecting the validity, legality or enforceability of the remaining provisions of the Agreement. The covenants and agreements of the Parties contained in, or given pursuant to, this Agreement, shall survive the Closing until they have been fully satisfied or otherwise discharged.

Section 5.7 Further Assurances. Before, at, and after the Closing, each of the Parties hereto agrees to take such further action and to execute and deliver such further documents and agreements as may be reasonably requested by the other in order to fulfill the intents and purposes of this Agreement.

Section 5.8 No Third Party Beneficiaries. This Agreement is for the use and benefit of Seller and Buyer only, and not for the use and benefit of the public generally or any other person, party, or entity. Any use of, or reliance upon, this Agreement, or any performance or non-performance hereunder, by any third party shall be at the sole risk of such person.

Section 5.9 Construction. Unless otherwise specified, references in this Agreement to Sections or Articles are to sections and articles of this Agreement. Any reference in this Agreement to any statute or any section thereof will be deemed, unless otherwise expressly stated, to be a reference to such statute or section as amended, restated or re-enacted from time to time. The division of this Agreement into Articles and Sections is for convenience only, and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement it means “including (or includes) without limitation”. The Section headings of this Agreement are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Signatures are on following page.]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective corporate officers as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION, as Seller

By: 
Name: Natasha Deschene
Title: Vice President

AMAZON.COM SERVICES LLC as Buyer

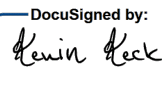
By: 
Name: Kevin Keck
Title: Director of Engineering



EXHIBIT A

DESCRIPTION OF ASSETS

Transformer- Pad Mounted:

Manufacturer: Howard Industries

Serial #: HI2686013320

Mfg. Date: 08/01/2020

Size: 2500 KVA

Primary Voltage: 13.2KV

Secondary Voltage: 277/480

Cable Information

Type of Cable: 3-1/C SAL

Material: 1536157091

Size: #2

Insulation: EPR (15KV)

Total Length (feet): 373'

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EXHIBIT B
FORM OF
BILL OF SALE

Dated as of September 20, 2023.

Reference is made to that certain Asset Purchase and Sale Agreement dated as of September 20, 2023 between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** and **AMAZON.COM SERVICES LLC** (the "*Transaction Agreement*"). Pursuant to the Transaction Agreement, the undersigned, **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "*Seller*" or "*National Grid*"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and transfers, all of its right, title, and interest in and to the assets described on Exhibit A attached hereto and incorporated herein by reference and made a part hereof (collectively, "*Assets*") to **AMAZON.COM SERVICES LLC**, a foreign corporation, with its principal place of business at 6834 Kirkville Road, E. Syracuse, NY 13057 (the "*Buyer*").

It is the intent of the Seller and Buyer that this Bill of Sale transfer all of Seller's right, title, and interest in and to the Assets. Seller hereby represents to Buyer that Seller has the right to transfer all of Seller's right, title, and interest in and to the Assets as contemplated by this Bill of Sale.

Seller hereby covenants and agrees for the benefit of Buyer that Seller will defend, at Seller's sole cost and expense, the right, title, and interest of Buyer in and to the Assets against the lawful claims and demands of all persons.

BUYER ACKNOWLEDGES AND AGREES THAT IT HAS EXAMINED THE ASSETS AS FULLY AS IT DESIRED AND BUYER WAIVES AND DISCLAIMS ANY RIGHT TO SEEK RECOVERY FROM SELLER BASED ON THE CURRENT CONDITION OF THE ASSETS. BUYER ACKNOWLEDGES AND AGREES THAT THE ASSETS ARE BEING SOLD AND TRANSFERRED "AS IS, WHERE IS" AND, ACCORDINGLY, SELLER IS NOT MAKING ANY COVENANTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING SUCH ASSETS, INCLUDING, IN PARTICULAR, AND WITHOUT LIMITATION, ANY COVENANTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TITLE, DESIGN OR THE QUALITY OF THE ASSETS, ANY WARRANTY OR MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, OR AS TO THE WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF THE ASSETS,

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OR ANY PART THEREOF, OR WHETHER THE BUYER POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE THE ASSETS.

SELLER FURTHER SPECIALLY DISCLAIMS ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS SUBSTANCES (AS HEREINAFTER DEFINED) OR LIABILITY ARISING UNDER ENVIRONMENTAL LAWS (AS HEREINAFTER DEFINED). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE ASSETS OR THE SUITABILITY OF THE ASSETS FOR OPERATION FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND NO OTHER MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATION MADE BY SELLER, OR ANY OFFICER, EMPLOYEE, CONSULTANT OR AGENT THEREOF, WILL CAUSE OR CREATE ANY COVENANT, REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE ASSETS OR ANY PART THEREOF. THE PROVISIONS HEREOF SHALL SURVIVE THE TRANSFER OF THE ASSETS.

THE PROVISIONS HEREOF HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS, GUARANTEES AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY.

Buyer shall take title to the Assets upon execution of this document, and Buyer assumes any and all liability of any kind for claims or damages in connection with the Assets arising from acts, omissions, or events occurring after the date hereof. Buyer agrees to take the Assets with knowledge that they have been used for a period of time by Seller in its business. The provisions of this paragraph shall apply notwithstanding any other provisions of this Bill of Sale or the Transaction Agreement, and shall survive, termination, cancellation, or completion of this Bill of Sale or the Transaction Agreement.

Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any third party any remedy or claim under or by reason of this Bill of Sale or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this Bill of Sale shall be for the sole and exclusive benefit of the Buyer and Seller and their respective successors and assigns.

This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

To the extent that any provision of this Bill of Sale shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of this Bill of Sale. Each party represents and

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warrants to the other that the signatory identified beneath its name below has full authority to execute this Bill of Sale on its behalf.

This Bill of Sale is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of New York, without reference to such State's conflict-of-laws doctrine, and applicable Federal law. Buyer and Seller agree to submit to the personal jurisdiction of the courts in the State of New York, or the Federal District courts in such State, as permitted by law, with respect to any matter or dispute arising out of this Bill of Sale.


This Bill of Sale may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this Bill of Sale and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Bill of Sale as to the Parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

[Signatures are on following page.]

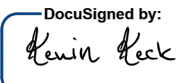
Attachment A
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IN WITNESS WHEREOF, the parties hereto have each caused these presents to be signed in their names and behalf by their respective duly authorized representatives as of the date first above written.

NIAGARA MOHAWK POWER CORPORATION, Seller

By: 
Name: Natasha Deschene
Title:

AMAZON.COM SERVICES LLC, Buyer

By: 
Name: Kevin Keck
Title: Director of Engineering



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Exhibit A to Bill of Sale
Description of Assets

Manufacturer: Howard Industries

Serial #: HI2686013320

Mfg. Date: 08/01/2020

Size: 2500 KVA

Primary Voltage: 13.2KV

Secondary Voltage: 277/480

Cable Information

Type of Cable: 3-1/C SAL

Material: 1536157091

Size: #2

Insulation: EPR (15KV)

Total Length (feet): 373'

USAS REQUEST FOR ORIGINAL INSTALL COST AND NBV

Customer Amazon Kirkville Onondaga County Town of Dewitt

Associated Work orders

Requestor

Date of Request *Net Book Value as of January 2024*

Utility Account	Vintage (Install date)	Quantity	Public / Private	Size	OH or UG	Original Install Cost	Net Book Value
36820 - Line Transformers Bare	Jan-18	1	Private	2500 kva	Padmount (UG)	\$36,560.39	\$31,552.10
	Aug-20 <i>Vintage Yr 2018 from transformer inventory</i>						

Utility Account	Vintage (Install date)	Quantity	Public / Private	Size	OH or UG	Original Install Cost	Net Book Value
36830 - Line Transformers Install	Jun-21	1	Private	2500 kva	Padmount (UG)	\$1,163.06	\$1,133.81

Utility Account	Vintage (Install date)	Quantity (Footage)	Public / Private	Size/Description	Cable	Original Install Cost	Net Book Value
36710 - Underground Conductor	Jun-21	373 ft	Private	3-#2 EPR SAL CNJ	CABLE, NONMTL CVRD, 1/C, #2	\$8,768.83	\$8,394.36

Total						\$46,492.28	\$41,080.27
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Niagara Mohawk Power Corporation d/b/a National Grid
 Proposed Sale of Personal Property
 Amazon - Property Sale
 Section 70 Filing Illustrative Journal Entries

<u>Line</u>				
1	Sales Price	As of January 31, 2024		86,303
2	Transaction cost			-
3	Net Proceeds			<u>86,303</u>
4	Original Book Cost of Personal Property	As of January 31, 2024		46,492
5	Less Accumulated Depreciation	As of January 31, 2024	<	<u>5,412</u> >
6	Net Book Value of Personal Property			<u>41,080</u>
7	Transaction cost			-
8	Net Book Gain/Loss			<u>45,223</u>

		<u>FERC Account</u>	<u>Debit</u>	<u>Credit</u>
9	Accumulated Provision for Depreciation	C108	\$46,492	
10	Electric Plant in Service To record retirement of assets being sold	C101		\$46,492
11	Cash	C131	\$86,303	
12	Accumulated Provision for Depreciation - Salvage	C108		\$41,080
13	Gain on property sale To record the sales proceeds from the sale transaction as salvage and as an offset to cost of sale	C421.1		\$45,223
14	Gain on property sale	U421.1	\$45,223	
15	SIR Deferral - Electric To reclass the gain from property sale as Site Investigation and Remediation (SIR) liability	U254		\$45,223
Federal Income Tax Calculation				
16	Total Sales Proceeds			<u>86,303</u>
17	Gross Federal Tax Basis of Property			20,037
18	Less Accumulated Federal Tax Depreciation		<	<u>5,397</u> >
19	Net Federal Tax Basis of Property			<u>14,640</u>
20	Federal Tax Gain			71,663
21	Less Tax Deduction of Transaction Cost			-
22	Net Federal Tax Gain			<u>71,663</u>
23	Federal Tax at 21%	21.00%		15,049
24	Associated State Tax (Benefit) on Federal Taxes			(853)
25	Net Federal Tax			<u>14,196</u>

NYS Income Tax Calculation				
26	Total Sales Proceeds			<u>86,303</u>
27	Gross NYS Tax Basis of Property			44,037
28	Less NYS Accumulated Tax Depreciation		<	<u>13,761</u> >
29	Net NYS Tax Basis of Property			<u>30,276</u>
30	NYS Tax Gain/Loss			56,027
31	Less Tax Deduction of Transaction Cost			-
32	Net NYS Tax Gain			<u>56,027</u>
33	NYS Tax Expense(Income) at 7.25%	7.25%		<u>4,062</u>

		<u>FERC Account</u>	<u>Debit</u>	<u>Credit</u>
34	Current Tax Expense	C409	\$18,258	
35	Deferred Tax Liability	C282	\$6,171	
36	Deferred Tax Asset	C190	\$12,087	
37	Taxes Payable	C236		\$18,258
38	Deferred Tax Expense To record the federal and NYS income tax effects of the sale transaction	C411		\$18,258

<u>Line Notes</u>	<u>Line Notes</u>
1	20
2 & 7	21 & 31
3, 16, & 26	22
4 & 5	23
6	24
8	25
9 & 10	27 & 28
11	29
12	30
13, 14 & 15	32
17 & 18	33
19	34, 37
	35
	36
	38

Line 16 - Line 19
 Line 2
 Line 20 - Line 21
 Line 22 * 21%
 Line 33 * -21%
 Line 23 + Line 24
 Based on State Tax plant records
 Line 27 - Line 28
 Line 26 - Line 29
 Line 30 - Line 31
 Line 32 * 7.25%
 Line 25 + Line 33
 ((Line 6 - Line 19) * 21%) + ((Line 6 - Line 29) * 7.25%) -
 (((Line 6 - Line 29) * 7.25%) * 21%)
 (Line 8 * 7.25%) - ((Line 8 * 7.25%) * 21%)
 Line 35 + Line 36

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Niagara Mohawk Power Corp. dba National Grid			
Name of Action or Project: Sale of assets to Amazon			
Project Location (describe, and attach a location map): 6834 Kirkville Road, East Syracuse, NY 13057			
Brief Description of Proposed Action: Sale of pad mounted transformer and 373 feet of electric cable			
Name of Applicant or Sponsor: Niagara Mohawk Power Corp. dba National Grid		Telephone: (315) 447-8095	
		E-Mail: frank.sciortino@nationalgrid.com	
Address: 300 Erie Blvd. West			
City/PO: Syracuse		State: NY	Zip Code: 13202
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS PSC Section 70 approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		42.31	acres
b. Total acreage to be physically disturbed?		0	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0	acres
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

