BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2018-111-E - ORDER NO. 2018-321

MAY 7, 2018

IN RE: South Carolina Electric & Gas Company's Request for Approval to Sell Utility Property in Excess of $1,000,000	))))	ORDER APPROVING SALE OF V.C. SUMMER EQUIPMENT TO VOGTLE PROJECT

Pursuant to S.C. Code Ann. § 58-27-1300, this matter comes before the Public Service Commission of South Carolina ("Commission") on the request of South Carolina Electric & Gas Company ("SCE&G") to transfer utility property to Southern Nuclear Operating Company, acting both for itself and as an agent for Georgia Power Company, which in turn is acting for itself and as an agent for various other owners of the Vogtle Project. SCE&G's request proposes to sell equipment and materials, previously designated for use at the V.C. Summer Site to the Vogtle Project owners for use at the nuclear units that are in the process of being constructed in Georgia. Conditioned on Commission approval, SCE&G, Santee Cooper, and Southern Nuclear Operating Company entered into a Purchase Agreement on March 26, 2018, to sell the equipment and materials, identified in Schedule 1.01 of the Agreement, to the Vogtle owners for $1,857,510. The Purchase Agreement, containing Schedule 1.01, is attached to this Order as Order Exhibit A.

The purchase price is approximately 90% of the original total cost paid for the Purchased Assets. SCE&G states that proceeds from the sale will be applied against the unrecovered costs of the abandoned nuclear units in South Carolina. The Office of Regulatory Staff has reviewed this matter and filed a letter in this docket, stating that the proceeds from the sale will offset nuclear construction costs that SCE&G seeks to recover. As such, ORS further stated that it has no objection to the request.

For the reasons detailed above, we find that the proposal is in the public interest and therefore approve the transfer.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Swain E. Whitfield, Chairman

ATTEST:

Comer H. Randall, Vice Chairman

EXHIBIT A

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of March 26, 2018 (the "Effective Date"), is entered into between SOUTH CAROLINA ELECTRIC & GAS COMPANY ("SCE&G") and SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (the "Authority" and together with SCE&G, the "**Sellers**") and SOUTHERN NUCLEAR OPERATING COMPANY, INC. ("**Buyer**"), acting for itself and as agent for Georgia Power Company, acting for itself and on behalf of the other owners of Vogtle Project. The owners of the Vogtle Project are Georgia Power Company, Oglethorpe Power Corporation; Municipal Electric Authority of Georgia; MEAG Power SPVJ, LLC; MEAG Power SPVM, LLC; MEAG Power SPVP, LLC; and the City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively "**Vogtle Owners**").

RECITALS

WHEREAS, Sellers are the owners of certain equipment and materials previously designated for use at the V.C. Summer Project for the construction of two new AP1000 nuclear units and supporting systems and facilities.

WHEREAS, Buyer, as agent for the Vogtle Owners, is engaged in the business of constructing two new AP1000 nuclear units and supporting systems and facilities at the Vogtle Project.

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers, all of Sellers' right, title and interest in the assets set forth in Schedule 1.01 of the disclosure schedules ("**Disclosure Schedules**") attached hereto and the Required Documentation (defined herein) (collectively, the "**Purchased Assets**"), free and clear of any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, right of first refusal, or restriction of any kind ("**Encumbrance**").

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Section 1.02 No Assumption of Liabilities. Buyer shall not assume any liabilities or obligations of Sellers of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created. Sellers shall pay, perform and discharge any and all of such liabilities and obligations of Sellers.

Section 1.03 Purchase Price. The aggregate purchase price for the Purchased Assets shall be one million, eight hundred fifty-seven thousand, five hundred and ten dollars ($1,857,510.00), subject to adjustment as set forth herein (the "**Purchase Price**"). Subject to the requirements of Section 5.03, on the Initial Payment Date, Buyer shall pay fifty percent (50%) of the Purchase Price, as adjusted pursuant to the provisions set forth herein, to each Seller in the proportion set forth opposite such Seller's name on Schedule 1.03 attached hereto. The remaining balance of the Purchase Price, as adjusted pursuant to the provisions set forth herein, shall be paid at Closing (as defined herein) and shall be paid to each Seller in the proportion set forth in Schedule 1.03. Payments will be made in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by Sellers reasonably in advance of the applicable payment date.

Section 1.04 Allocation of Purchase Price. Sellers and Buyer agree to allocate the Purchase Price among the Purchased Assets for all tax purposes as shown in Schedule 1.01 attached hereto.

Section 1.05 Not Used.

Section 1.06 Application of Insurance Proceeds. If, between the Effective Date and Closing, there is damage or loss to any of the Purchased Assets and Buyer does not elect to terminate this Agreement and/or the Closing otherwise occurs, the Closing shall take place as provided herein, and there shall be assigned to Buyer at the Closing all interest of Sellers in and to any insurance proceeds that may be payable to Sellers on account of such occurrence. Sellers will cooperate in good faith with Buyer in pursuing any and all claims and rights that may be available under such insurance policies on account of the damage or loss. However, if the Closing occurs and there is no insurance available, the Purchase Price will be reduced by the amount of the damage or loss to the Purchased Assets for which there is no insurance, based on the value of each asset listed in Schedule 1.01.

Section 1.07 Third Party Consents. To the extent that Sellers' rights to any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Sellers, at their expense, shall use their reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights in and to the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Sellers, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by law, with Buyer in any other commercially reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 1.07 to the contrary, Buyer shall not be deemed to

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have waived its rights under Section 7.02(d) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE II

CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Balch & Bingham LLP at 1710 Sixth Avenue North, Birmingham, AL 35203, on the fifth (5th) Business Day after all of the conditions to Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**".

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in form and substance satisfactory to Buyer (the "**Bill of Sale**") and duly executed by Sellers, transferring the Purchased Assets to Buyer, and any other assignments and other instruments of transfer necessary to convey to or perfect in Buyer all of Sellers's right, title and interest in and to the Purchased Assets;

(ii) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03;

(iii) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that each Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code duly executed by such Seller;

(iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and

(v) if the Purchase Price, as adjusted pursuant to the terms herein, is less than the Initial Payment, the difference between the Initial Payment and the adjusted Purchase Price.

(b) At the Closing, Buyer shall deliver to Sellers the following:

(i) if the Purchase Price, as adjusted pursuant to the terms herein, is greater than the Initial Payment, the unpaid balance of the Purchase Price, as adjusted pursuant to the terms herein and in the manner set forth on Schedule 1.03; and

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(ii) copies of all consents and authorizations referred to in Section 4.03, if any.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, and not jointly, represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. To the extent a representation or warranty refers to a specific Seller, such representation or warranty shall be deemed as being made solely by such Seller and not by each Seller.

Section 3.01 Organization and Authority of Seller; Enforceability. SCE&G is a corporation duly organized, validly existing and in good standing under the laws of the state of South Carolina and the Authority is a public service authority, duly organized, validly existing and in good standing under the laws of the state of South Carolina. Such Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by such Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of such Seller, enforceable against such Seller, in accordance with their respective terms.

Section 3.02 No Conflicts. The execution, delivery and performance by such Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of such Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which such Seller is a party or to which any of the Purchased Assets are subject; (d) result in the creation or imposition of any Encumbrance on the Purchased Assets.

Section 3.03 Consents. Except for an order from the Public Service Commission of South Carolina approving sale of the Purchased Assets by SCE&G (the "**Required Consents**"), no consent, approval, waiver or authorization is required to be obtained by such Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by such Seller of this Agreement and the consummation of the transactions contemplated hereby.

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Section 3.04 Title to Purchased Assets. Such Seller has good and valid title to the Purchased Assets in the proportion set forth opposite such Seller's name on Schedule 1.03 and all items are free and clear of any and all Encumbrances. Such Seller is not aware of any threatened Encumbrance or facts that would give rise to an Encumbrance on the Purchased Assets.

Section 3.05 Not Used.

Section 3.06 Required Documentation. Sellers have valid rights to possess and use all documentation, data, records, drawings, technical specifications, test results, or other information associated with the Purchased Assets and required to enable full use of the Purchased Assets for their intended purpose in accordance with applicable legal, regulatory, and industry requirements (the "**Required Documentation**"). The representation and warranty contained in this Section 3.06 is made solely by SCE&G.

Section 3.07 Intellectual Property.

(a) "**Intellectual Property**" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) Each Seller in the proportion set forth in Schedule 1.03, owns or has adequate, valid and enforceable rights to use all Intellectual Property associated with, contained within, or that comprise the Purchased Assets (the "**Purchased IP**"). Such Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity. All royalties, licensing fees, or other costs required in association with Sellers' ownership or use of the Purchased IP have been paid.

(c) To the knowledge of Sellers, Sellers' prior and current use of the Purchased Assets and Purchased IP have not and do not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity, and there are no claims pending or, to the knowledge of Sellers, threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. To Sellers' knowledge, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and such Seller nor any affiliate of such Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 3.08 Non-foreign Status. Such Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

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Section 3.09 Not Used.

Section 3.10 Legal Proceedings. There is no claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, ("**Action**") of any nature pending or to the knowledge of such Seller threatened against or by such Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the knowledge of such Seller, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.11 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Seller.

Section 3.12 Disclaimer of Additional Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III AND IN ANY DOCUMENT TO BE DELIVERED HEREUNDER, SELLERS HAVE NOT MADE OR SHALL BE DEEMED TO HAVE MADE ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AND SELLERS HEREBY EXPRESSLY DISCLAIM ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Sellers) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate

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of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer.

Section 4.03 Consents. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.04 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Buyer's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.05 Funding. Buyer has, and at the Closing will have, sufficient funds available to satisfy, among other things, the obligation of Buyer to pay the aggregate Purchase Price and all expenses incurred by Buyer in connection with the transactions contemplated hereby and at the time payments of the same are required to be paid hereunder.

Section 4.06 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 4.07 Disclaimer of Additional Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE IV AND IN ANY DOCUMENT TO BE DELIVERED HEREUNDER, BUYER HAS NOT MADE OR SHALL BE DEEMED TO HAVE MADE ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AND BUYER HEREBY EXPRESSLY DISCLAIMS ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES.

ARTICLE V

COVENANTS

Section 5.01 Buyer's Access. From the date hereof until the Closing, each Seller shall (a) afford Buyer and its representatives full and free access to and the right to inspect the Purchased Assets, Required Documentation, contracts associated with the Purchased Assets, and any other information that directly relates to the Purchased Assets, and (b) instruct representatives of such Seller to cooperate with Buyer in its evaluation of the same. Buyer agrees to comply with reasonable restrictions, including execution of a non-disclosure agreement, required to protect the confidentiality of Sellers' or third-parties' proprietary information. Buyer acknowledges that certain information or documentation regarding the Purchased Assets may be in the possession of Westinghouse Electric Company LLC ("**Westinghouse**"). Buyer agrees to take commercially reasonable steps to obtain from Westinghouse any such information that is not in Sellers' possession. If Buyer is unable to obtain access to or delivery of required information from Westinghouse on terms acceptable to Buyer, Buyer shall be entitled, in its sole

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discretion, to terminate this Agreement and in such case shall have no further obligations to Sellers. Any investigation pursuant to this Section 5.01 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Sellers' business.

Section 5.02 Packing; Preparation for Pickup. As may be further specified by Buyer, SCE&G shall provide one or more acceptable on-site, access-restricted areas for Buyer to stage the Purchased Assets. SCE&G will provide access to its facilities, including storage and staging areas, for Buyer, its third-party representatives, and its equipment, as necessary to enable Buyer to prepare, load, and transport the Purchased Assets to Buyer's facilities. SCE&G will provide reasonable on-site support needed to enable Buyer's access to Purchased Assets and facilities for staging, loading, and transportation.

Section 5.03 Buyer's Pre-Closing Payment. Subject to the requirements of this Section 5.03, no later than three (3) business days before the mutually agreed date Buyer will begin pickup of the Purchased Assets ("**Initial Payment Date**"), Buyer shall pay fifty percent (50%) of the Purchase Price, as adjusted pursuant to the terms herein, to each Seller in the proportion set forth in Schedule 1.03 ("**Initial Payment**"). Buyer's obligation to make the Initial Payment shall be conditioned upon satisfaction, as of the Initial Payment Date, of all requirements set forth in Article VII, with the exception of Section 7.02(k) (acceptance/pickup of all Purchased Assets) and Section 7.03(a) (payment of Purchase Price). If the adjusted Purchase Price as of Closing is or will be less than the Initial Payment, no later than the Closing Date, Sellers shall refund the difference between the adjusted Purchase Price and the Initial Payment. Should Buyer make the Initial Payment and Closing does not occur, Seller shall refund the Initial Payment within five (5) business days of Buyer's written request. Buyer's payment shall not constitute waiver of any of Buyer's rights or remedies.

Section 5.04 Public Announcements. Unless otherwise required by applicable law, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

Section 5.05 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.06 Transfer Taxes.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such related taxes and fees (including any penalties and interest) ("Transfer Taxes") incurred under the tax laws of the State of South Carolina and owed to any taxing jurisdiction located in South Carolina in connection with the Purchased Assets, this Agreement, and the documents to be delivered hereunder shall be borne and paid by Sellers when due.

(b) All Transfer Taxes under the tax laws of the State of Georgia and owed to any taxing jurisdiction located in Georgia incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Buyer when due.

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(c) Each Party shall, at their own expense, timely file any tax return or other document with respect to such Transfer Taxes owed by the Party (and the other Party shall cooperate with respect thereto as necessary).

(d) The portion of the Purchase Price due at Closing shall be reduced by the amount of Transfer Taxes owed by Buyer under this Section 5.06.

(e) Following Buyer's remittance of Transfer Taxes to Georgia taxing authorities and payment of the adjusted Purchase Price at Closing in accordance with this Section 5.06, if Seller remits Transfer Taxes to South Carolina taxing authorities in connection with the Purchased Assets, this Agreement, or the documents to be delivered hereunder, and Buyer is entitled to a refund or rebate of Transfer Taxes from Georgia taxing authorities as a result of Seller's remittance of such taxes to South Carolina taxing authorities, Buyer agrees to take commercially reasonable efforts to pursue such rebate or refund. To the extent Buyer obtains a refund or rebate of Transfer Taxes, Buyer shall pay Seller an amount equal to the lesser of (i) the South Carolina Transfer Taxes remitted by Seller, and (ii) the Transfer Taxes refunded or rebated to Buyer by Georgia (without interest), less Buyer's reasonable expenses in connection with pursuing such refund or rebate. If Buyer is unable to obtain any such rebate or refund, Buyer shall have no liability to Seller for any Transfer Taxes remitted by Seller to South Carolina.

(f) For the avoidance of doubt, Seller's indemnity obligations in Section 6.02 shall include an obligation to indemnify Buyers from and against any liability in connection with Transfer Taxes owed to any South Carolina taxing authorities in connection with the Purchased Assets, this Agreement, or the documents delivered hereunder.

Section 5.07 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI

INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing until the third (3rd) anniversary of the Closing Date.

Section 6.02 Indemnification By Seller. Without limiting any other provision of this Agreement, each Seller, severally and not jointly, shall defend, indemnify and hold harmless Buyer, Vogtle Owners, their affiliates and their respective stockholders, directors, officers and employees ("**Buyer Indemnified Parties**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees ("**Claims**"), arising from or relating to (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be

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delivered by Sellers hereunder; provided, however, that for purposes of determining whether any inaccuracy or breach exists, all qualifications with respect to knowledge shall be disregarded; or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder.

Section 6.03 Indemnification By Buyer. Without limiting any other provision of this Agreement, Buyer shall defend, indemnify and hold harmless Sellers, their affiliates and their respective stockholders, directors, officers and employees from and against all Claims, arising from or relating to (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder.

Section 6.04 Nuclear Insurance and Indemnity.

(a) Buyer shall cause the Vogtle Owners to maintain insurance to cover Public Liability Claims as defined in 42 U.S.C. 2014(w) in such form and in such amount to meet the financial protection requirements of the Atomic Energy Act of 1954 ("**AEA**"), as amended, and regulations promulgated pursuant thereto.

(b) Buyer shall cause the Vogtle Owners to maintain a governmental indemnity agreement pursuant to the AEA, as amended, and regulations promulgated pursuant thereto.

(c) In the event that the financial protection system contemplated by Section 170 of the AEA, as amended, is repealed or changed, Vogtle Owners will maintain in effect liability protection through governmental indemnity, limitation of liability to third parties and/or insurance of comparable coverage which will not result in a material impairment of the protection afforded contractor and subcontractors and suppliers by such nuclear liability protection system which is in effect as of the Effective Date, subject to (i) the availability of insurance, (ii) customary practice in the United States nuclear electric utility industry, and (iii) other relevant factors in light of the then existing conditions. Subject to the foregoing subsections (i), (ii), and (iii) of the immediately preceding sentence, Vogtle Owners shall ensure that Sellers are included in the omnibus definition of "insured" under such alternate insurance coverage or are otherwise included as additional insureds at no cost to Sellers.

(d) In no event shall Sellers be responsible to Buyer or Vogtle Owners for personal or bodily injury (including death), property damage, loss or damage to any property at the Vogtle Project, or for any indirect, special, incidental, punitive or consequential loss, damage or injury, whether or not based on any claim of fault, negligence or strict liability, where any of the foregoing arises out of or results from a nuclear incident (as that term is defined in the AEA) and Buyer and Vogtle Owners hereby release Seller from any such liability.

Section 6.05 Indemnification Limitations.

(a) Sellers shall not have any liability unless the aggregate amount of Claims to all Buyer Indemnified Parties exceeds one percent (1%) of the Purchase Price, as adjusted, and then

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for all Claims from the first dollar. No amounts of indemnity shall be payable by Sellers collectively which exceed the Purchase Price. Buyer acknowledges that in no event shall any Seller be liable or obligated to Buyer in connection with Buyer's efforts to enforce this Agreement against any other Seller.

(b) In no event shall the aggregate liability of a Seller pursuant to this Article VI exceed the amount of the Purchase Price actually paid to such Sellers.

Section 6.06 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Claim by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Claim, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Claim, the Indemnified Party may, but shall not be obligated to, defend against such Claim in such manner as it may deem appropriate, including, but not limited to, settling such Claim, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.07 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.08 Exclusive Remedy. Notwithstanding anything to the contrary in this Agreement, except in the case of fraud or for claims for specific performance pursuant to Section 8.12, an Indemnified Party's sole and exclusive rights and remedies with respect to any inaccuracy in any representation or warranty or nonfulfillment or failure to be performed of any covenant contained in this Agreement shall be those rights and remedies set forth in this Article VI.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

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(a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the governmental authorities referred to in Section 3.03 and Buyer shall have received all consents, authorizations, orders and approvals from the governmental authorities referred to in Section 4.03, if any, in each case, in form and substance reasonably satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Sellers contained in this Agreement, shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made on and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Sellers shall have duly performed and complied with all agreements, covenants and conditions required by this Agreement, or any other documents or agreements required to consummate the transactions contemplated herein, and required to be performed or complied with by it prior to or on the Closing Date.

(c) No claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, shall have been commenced against Buyer or Seller, which would prevent the Closing.

(d) All approvals, consents and waivers that are listed on Section 3.03 shall have been received, and executed counterparts thereof shall have been delivered to the other party at or prior to the Closing.

(e) There shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction prohibiting or imposing any condition on the consummation of any of the transactions contemplated hereby.

(f) Any Encumbrances relating to the Purchased Assets shall have been released in full, and Sellers shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

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(g) Sellers shall have assigned, transferred, or otherwise conveyed to or obtained for the benefit of Buyer all warranties applicable to the Purchased Assets, to the extent assignable or transferrable, and shall provide written evidence thereof in a form acceptable to Buyer.

(h) Sellers shall have assigned or transferred, to the extent assignable or transferrable, or otherwise conveyed to or obtained for the benefit of Buyer all intellectual property rights and rights to proprietary information required to enable Buyer to make full use of the Purchased Assets, Required Documentation, and Purchased IP for their intended purpose and on terms reasonably acceptable to Buyer. Any payments in the form of royalties, licensing fees, or otherwise, from Buyer to Sellers or a third party in connection with the transfer of the Purchased IP or Purchased Assets from Sellers to Buyer shall be subtracted from the Purchase Price. Sellers shall have provided written evidence thereof in a form acceptable to Buyer.

(i) Sellers shall have provided all Required Documentation in their possession and Buyer shall have obtained all Required Documentation in Westinghouse's possession on terms reasonably acceptable to Buyer; provided that any payments made by Buyer to Westinghouse (which may be made at Buyer's sole discretion) shall be subtracted from the Purchase Price.

(j) Buyer shall have inspected the Purchased Assets and Required Documentation and the Parties shall have agreed on adjustments to the Purchased Assets and/or Purchase Price, if any, due to Buyer's inspection.

(k) Acceptance/Pickup of all Purchased Assets by Buyer, including delivery of any requested documentation memorializing Buyer's receipt thereof.

(l) Sellers shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Sellers's Conditions to Closing. As prior conditions to Sellers' obligations under this Agreement, each of the following conditions precedent shall have been fulfilled or satisfied to Sellers's satisfaction:

(a) Buyer shall deliver to each Seller the Purchase Price, as adjusted pursuant to the provisions herein and in the proportion set forth on Schedule 1.03.

(b) The representations and warranties of Buyer contained in this Agreement, shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made on and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(c) There shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction prohibiting or imposing any condition on the consummation of any of the transactions contemplated hereby.

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ARTICLE VIII

MISCELLANEOUS

Section 8.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to SCE&G	South Carolina Electric & Gas Company Attention: Chief Nuclear Officer 100 SCANA Parkway Cayce, SC 29033
with a copy to:	South Carolina Electric & Gas Company Attention: General Counsel 100 SCANA Parkway Cayce, SC 29033
If to the Authority:	South Carolina Public Service Authority One Riverwood Drive Moncks Corner, SC 29461
with a copy to:	Loeb & Loeb LLP 345 Park Avenue, 19th Floor New York, NY 10154 Facsimile: 646-417-6337 Email: rlorenzo@loeb.com Attention: Richard Lorenzo

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If to Buyer:

Southern Nuclear Operating Company, Inc.
7825 River Road
BIN 63031
Waynesboro, GA 30830
E-mail: mdrauckh@southernco.com
Attention: Mark D. Rauckhorst
Executive Vice President-Vogtle3/4 Construction

with a copy to:

Balch & Bingham LLP
1710 Sixth Avenue North
Birmingham, AL 35203
Facsimile: (205) 488-5879
E-mail: sblanton@balch.com
Attention: M. Stanford Blanton

Section 8.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 8.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, Buyer may assign this Agreement to any Vogtle Owner or its successor without Sellers' consent. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07 No Third-party Beneficiaries. Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto, the Vogtle Owners, and their respective

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successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.

Section 8.11 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.12 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

EXHIBIT A

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By _____
Name: JEFFREY ARCHIE
Title: SVP + CNO

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

By _____
Name:
Title:

SOUTHERN NUCLEAR OPERATING COMPANY, INC.

By _____
Name:
Title:

EXHIBIT A

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By_____
Name:
Title:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

By_____
Name: James E. Brogdon Jr.
Title: Interim CEO + Pres.

SCPSA
LEGAL
APPROVED AS TO LEGALITY AND FORM
S. R. PELCHER
SRP

SOUTHERN NUCLEAR OPERATING COMPANY, INC.

By_____
Name:
Title:

EXHIBIT A

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By_____
Name:
Title:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

By_____
Name: James E. Brogdon Jr.
Title: Interim CEO + Pres.

SCPSA
LEGAL
APPROVED AS TO LEGALITY AND FORM
S. R. PELCHER
SRP

SOUTHERN NUCLEAR OPERATING COMPANY, INC.

By_____
Name: James A. Thipple
Title: Supply Chain Director

Asset Purchase Agreement - Schedule 1.01

PO Number	Supplier	Ident Code (SKU)	Commodity Code	Description	Ident Status	Warehouse	Location	Qty On-Hand	Classification	Sub Classification	Commodity Code	Commodi
132177-CR01.07-REL01	GERDAU INC	I18671226	CR01.07-EL22A2Q	#7 Standard Coupler (EL22A2Q) -	ACCEPT	WHSE 2	W2-R30J02B	300	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671249	CR01.07-EL22P8Q	#7 Position Coupler Type P8 (EL22P8Q) -	ACCEPT	WHSE 2	W2-R30H02A	76	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671249	CR01.07-EL22P8Q	#7 Position Coupler Type P8 (EL22P8Q) -	ACCEPT	WHSE 2	W2-R30H02A	124	Material	Rebar	CR01	Standard Rein Material
J132177-J400-00-SBOM-MRR-03326	GERDAU INC	I18779107	EL22SAQ	#7 FORMSAVER TYPE SA, ERICO ITEM # EL22SAQ -	ACCEPT	WHSE 2	W2-CTR FLOOR	2261	Material	Rebar	J400	Rebar
J132177-J400-00-SBOM-MRR-03388	GERDAU INC	I18779107	EL22SAQ	#7 FORMSAVER TYPE SA, ERICO ITEM # EL22SAQ -	ACCEPT	WHSE 2	W2-CTR FLOOR	591	Material	Rebar	J400	Rebar
J132177-J400-00-SBOM-MRR-04815	GERDAU INC	I18779219	EL22SAQSP004	#7 FORMSAVER TYPE SA SPECIAL, ERICO ITEM# EL22SAQSP004 -	ACCEPT	WHSE 2	W2-R30F02A	88	Material	Rebar	J400	Rebar
132177-CR01.07-REL01	GERDAU INC	I18671227	CR01.07-EL25A2Q	#8 Standard Coupler (EL25A2Q) -	ACCEPT	WHSE 2	W2-B06	1148	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671250	CR01.07-EL25P8Q	#8 Position Coupler Type P8 (EL25P8Q) -	ACCEPT	WHSE 2	W2-B06	1508	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671236	CR01.07-EL25SAQ	#8 Formsaver Type SA (EL25SAQ) -	ACCEPT	WHSE 2	W2-B06	1523	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671228	CR01.07-EL28A2Q	#9 Standard Coupler (EL28A2Q) -	ACCEPT	WHSE 2	W2-B06	491	Material	Rebar	CR01	Standard Rein Material
1B8324:U832432177-CR01.07-REL01	GERDAU INC	I18671271	CR01.07-EL28P9JQ	#9 Position Half Coupler (EL28P9JQ) -	ACCEPT	WHSE 2	W2-R29C01B	100	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671237	CR01.07-EL28SAQ	#9 Formsaver Type SA (EL28SAQ) -	ACCEPT	WHSE 2	W2-R29D01B	52	Material	Rebar	CR01	Standard Rein Material
132177-CR01.07-REL01	GERDAU INC	I18671238	CR01.07-EL32SAQ	#10 Formsaver Type SA (EL32SAQ) -	ACCEPT	WHSE 2	W2-R29H01B	432	Material	Rebar	CR01	Standard Rein Material
J132177-J400-00-SBOM-MRR-03327	GERDAU INC	I18779114	EL32A2Q	#10 A2 COUPLER, ERICO ITEM # EL32A2Q -	ACCEPT	WHSE 2	W2-R29I01A	288	Material	Coupling	J400	Rebar
J132177-J400-00-SBOM-MRR-03327	GERDAU INC	I18779114	EL32A2Q	#10 A2 COUPLER, ERICO ITEM # EL32A2Q -	ACCEPT	WHSE 2	W2-R29E01B	560	Material	Coupling	J400	Rebar
J132177-J400-00-SBOM-MRR-03327	GERDAU INC	I18779116	EL36A2Q	#11 A2 COUPLER, ERICO ITEM # EL36A2Q -	ACCEPT	WHSE 2	W2-CTR FLOOR	3031	Material	Coupling	J400	Rebar
J132177-J400-00-SBOM-MRR-07362	GERDAU INC	I18779152	EL36P8Q	#11 POSITION COUPLER (TYPE P8),ERICO ITEM# EL36P8Q -	ACCEPT	WHSE 2	W2-R30H01B	117	Material	Rebar	J400	Rebar
J132177-J400-00-SBOM-MRR-07702	GERDAU INC	I18779165	EL36P9JQ	#11 WELDABLE POSITION COUPLER (TYPE P9), ERICO ITEM# EL36P9JQ -	ACCEPT	WHSE 2	W2-R30G01A	135	Material	Rebar	J400	Rebar
J132177-J400-00-SBOM-MRR-03629	GERDAU INC	I18779208	EL25D6Q	#8 TERMINATORS, ERICO ITEM # EL25D6Q -	ACCEPT	WHSE 2	W2-CTR FLOOR	30	Material	Rebar	J400	Rebar
J132177-J400-00-SBOM-MRR-07701	GERDAU INC	I18779096	EL36D6Q	#11 TERMINATORS, ERICO ITEM #EL36D6Q -	ACCEPT	WHSE 2	W2-CTR FLOOR	2211	Material	Rebar	J400	Rebar
132177-CR01.04-REL03	GERDAU INC	I18491892	CR01.04-002	#9 rebar @ stock length (mill tolerance acceptable) -	ACCEPT	LD2	LD2-A7	9588	Material	Rebar	CR01	Standard Rein Material
132178-CR01.04-REL02	GERDAU INC	I18494433	CR01.04-002	#9 rebar @ stock length (mill tolerance acceptable) -	ACCEPT	LD2	LD2-A7	38352	Material	Rebar	CR01	Standard Rein Material
1B8291:U829132177-CR01.04-REL04	GERDAU INC	I18491894	CR01.04-004	#11 rebar @ stock length (mill tolerance acceptable) -	**HOLD-QC**	LD2-QC	LD2-A10	28689	Material	Rebar	CR01	Rebar
132177-CE01.02-SBOM-931S14-0508	SMCI	I18716072	APP-1100-CEB-008 P10 VS2-SMCI-NS23626	APP-1100-CEB-008 P10 VS2-SMCI-NS23626 -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0500	SMCI	I18695802	APP-1100-CEB-008 P17 VS3-SMCI-NS23639	APP-1100-CEB-008 P17 VS3-SMCI-NS23639 -	HOLD-QC	LD17-QC	LD17-A8	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0516	SMCI	I18735896	APP-1100-CEB-008 P16 VS3-SMCI-NS23635	APP-1100-CEB-008 P16 VS3-SMCI-NS23635 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0518	SMCI	I18720049	APP-1100-CEB-008 P9 VS3-SMCI-NS23619	APP-1100-CEB-008 P9 VS3-SMCI-NS23619 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis

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Asset Purchase Agreement - Schedule 1.01

PO Number	Supplier	Ident Code (SKU)	Commodity Code	Description	Ident Status	Warehouse	Location	Qty On-Hand	Classification	Sub Classification	Commodity Code	Commodi
132178-CE01.02-SBOM-931S14-0526	SMCI	I18695803	APP-1100-CEB-008 P18 VS3-SMCI-NS23607	APP-1100-CEB-008 P18 VS3-SMCI-NS23607 -	HOLD-QC	LD17-QC	LD17-A8	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0544	SMCI	I18687963	APP-1100-CEB-008 P8 VS3-SMCI-NS23615	APP-1100-CEB-008 P8 VS3-SMCI-NS23615 -	ACCEPT	LD17	LD17-A8	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0568	SMCI	I18688081	APP-1100-CEB-008 P11 VS3-SMCI-NS23631	APP-1100-CEB-008 P11 VS3-SMCI-NS23631 -	ACCEPT	LD17	LD17-A8	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0798	SMCI	I18708819	APP-1100-CEB-008 P5 VS3-SMCI-NS23684	APP-1100-CEB-008 P5 VS3-SMCI-NS23684 -	HOLD-QC	LD17-QC	LD17-A11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0802	SMCI	I18708826	APP-1100-CEB-008 P4 VS3-SMCI-NS23784	APP-1100-CEB-008 P4 VS3-SMCI-NS23784 -	HOLD-QC	LD17-QC	LD17-A11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0831	SMCI	I18722605	APP-1100-CEB-008 P1-P3 VS3-SMCI-NS23672	APP-1100-CEB-008 P1-P3 VS3-SMCI-NS23672 (Channel Shipped Separately) (047-2 Plate Shipped Separately) -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0831	SMCI	I18722606	APP-1100-CEB-008 P1-P3-A VS3-SMCI-NS23672	APP-1100-CEB-008 P1-P3-A VS3-SMCI-NS23672 (Channel Shipped Separately) (047-1 Plate Shipped Separately) -	QCC_INSP	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0831	SMCI	I18722604	APP-1100-CEB-008 P14 VS3-SMCI-NS23676	APP-1100-CEB-008 P14 VS3-SMCI-NS23676 (Channel Shipped Separately) -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1050	SMCI	I18735908	APP-1100-CEB-008 P15 VS3-SMCI-NS23680	APP-1100-CEB-008 P15 VS3-SMCI-NS23680 (CHANNEL SHIPPED SEP.) -	HOLD-QC	LD6-QC	LD6-B5	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1059	SMCI	I18743279	APP-1100-CEB-008 P2-P6-A VS3-SMCI-NS23780	APP-1100-CEB-008 P2-P6-A VS3-SMCI-NS23780 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-572	SMCI	I18740808	APP-1100-CEB-008-P13 VS3-SMCI-NS23643	APP-1100-CEB-008-P13 VS3-SMCI-NS23643 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132177-CE01.02-SBOM-931S14-0692	SMCI	I18716105	APP-1100-CEB-018 B14B VS2-SMCI-NS24007	APP-1100-CEB-018 B14B VS2-SMCI-NS24007 -	ACCEPT	LD6	LD6-A2	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610037	APP-1100-CEB-018 11305-C11 VS3-SMCI-NS23831	APP-1100-CEB-018 11305-C11 VS3-SMCI-NS23831 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610038	APP-1100-CEB-018 11305-C11 VS3-SMCI-NS23832	APP-1100-CEB-018 11305-C11 VS3-SMCI-NS23832 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis

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Asset Purchase Agreement - Schedule 1.01

PO Number	Supplier	Ident Code (SKU)	Commodity Code	Description	Ident Status	Warehouse	Location	Qty On-Hand	Classification	Sub Classification	Commodity Code	Commodi
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610039	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23845	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23845 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610040	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23846	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23846 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610041	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23847	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23847 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610042	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23848	APP-1100-CEB-018 11305-C12 VS3-SMCI-NS23848 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610043	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23861	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23861 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610044	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23862	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23862 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610045	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23863	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23863 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610046	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23864	APP-1100-CEB-018 11305-C13 VS3-SMCI-NS23864 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610047	APP-1100-CEB-018 11305-C14 VS3-SMCI-NS23868	APP-1100-CEB-018 11305-C14 VS3-SMCI-NS23868 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610048	APP-1100-CEB-018 11305-C17 VS3-SMCI-NS23875	APP-1100-CEB-018 11305-C17 VS3-SMCI-NS23875 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610049	APP-1100-CEB-018 11305-C17 VS3-SMCI-NS23876	APP-1100-CEB-018 11305-C17 VS3-SMCI-NS23876 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610050	APP-1100-CEB-018 11305-C20 VS3-SMCI-NS23883	APP-1100-CEB-018 11305-C20 VS3-SMCI-NS23883 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610051	APP-1100-CEB-018 11305-C20 VS3-SMCI-NS23884	APP-1100-CEB-018 11305-C20 VS3-SMCI-NS23884 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis

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132178-CE01.02-SBOM-931S14-0421	SMCI	I18610052	APP-1100-CEB-018 11305-C22 VS3-SMCI-NS23888	APP-1100-CEB-018 11305-C22 VS3-SMCI-NS23888 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610053	APP-1100-CEB-018 11305-C23 VS3-SMCI-NS23892	APP-1100-CEB-018 11305-C23 VS3-SMCI-NS23892 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0905	SMCI	I18720747	APP-1100-CEB-018 B15-C21 VS3-SMCI-NS24004	APP-1100-CEB-018 B15-C21 VS3-SMCI-NS24004 -	HOLD-QC	LD6-QC	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0905	SMCI	I18720746	APP-1100-CEB-018 B9-C9 VS3-SMCI-NS23980	APP-1100-CEB-018 B9-C9 VS3-SMCI-NS23980 -	HOLD-QC	LD6-QC	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1007	SMCI	I18741986	APP-1100-CEB-018 B1-C1 VS3-SMCI-NS23948_N4853	APP-1100-CEB-018 B1-C1 VS3-SMCI-NS23948_N4853 -	HOLD-QC	LD6-QC	LD6-G5	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-654	SMCI	I18742671	APP-1100-CEB-018 B14B VS3-SMCI-NS24008	APP-1100-CEB-018 B14B VS3-SMCI-NS24008 -	ACCEPT	LD6	LD6-G5	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-998	SMCI	I18743280	APP-1100-CEB-018 B7-C7 VS3-SMCI-NS23972	APP-1100-CEB-018 B7-C7 VS3-SMCI-NS23972 -	HOLD-QC	LD6-QC	LD6-G5	1	Material	Embed	CE01.02	Embeds & Mis
132177-CE01.02-SBOM-931S14-1056	SMCI	I18733776	APP-1100-CEB-007 P11 VS2-SMCI-NS23935	APP-1100-CEB-007 P11 VS2-SMCI-NS23935 (Channel Shipped Separately) -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0274	SMCI	I18513043	APP-1100-CEB-007 P23 VS3-SMCI-NS23387	APP-1100-CEB-007 P23 VS3-SMCI-NS23387 -	ACCEPT	LD1	LD1-A2	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0796	SMCI	I18729612	APP-1100-CEB-007 P1 VS3-SMCI-NS24012	APP-1100-CEB-007 P1 VS3-SMCI-NS24012 Channel Shipped Separately -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0796	SMCI	I18729611	APP-1100-CEB-007 P28 VS3-SMCI-NS23916	APP-1100-CEB-007 P28 VS3-SMCI-NS23916 Channel Shipped Separately -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0796	SMCI	I18729610	APP-1100-CEB-007 P8 VS3-SMCI-NS23924	APP-1100-CEB-007 P8 VS3-SMCI-NS23924 Channel Shipped Separately -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0797	SMCI	I18712554	APP-1100-CEB-007 P4 VS3-SMCI-NS23900	APP-1100-CEB-007 P4 VS3-SMCI-NS23900 -	HOLD-UNSAT	LD17-QC	LD17-L11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0800	SMCI	I18708824	APP-1100-CEB-007 P7 VS3-SMCI-NS23912	APP-1100-CEB-007 P7 VS3-SMCI-NS23912 -	ACCEPT	LD17	LD17-A11	1	Material	Embed	CE01.02	Embeds & Mis

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132178-CE01.02-SBOM-931S14-0800	SMCI	I18708825	APP-1100-CEB-007 P9 VS3-SMCI-NS23928	APP-1100-CEB-007 P9 VS3-SMCI-NS23928 -	ACCEPT	LD17	LD17-A11	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0831	SMCI	I18722607	APP-1100-CEB-007 P2 VS3-SMCI-NS24016	APP-1100-CEB-007 P2 VS3-SMCI-NS24016 (Channel Shipped Separately) -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1057-REV	SMCI	I18742239	APP-1100-CEB-007 P10 VS3-SMCI-NS23932	APP-1100-CEB-007 P10 VS3-SMCI-NS23932 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132177-CE01.02-SBOM-931S14-1001	SMCI	I18733682	APP-1100-CEB-017 B1-B2-C34 VS2-SMCI-NS23943_N4855	APP-1100-CEB-017 B1-B2-C34 VS2-SMCI-NS23943 (VS2 B1-B2-C34 Beam)_N4855 -	ACCEPT	LD6	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mis
132177-CE01.02-SBOM-931S14-1001	SMCI	I18733681	APP-1100-CEB-017 B1-B2-C34 VS2-SMCI-NS23943_N4858	APP-1100-CEB-017 B1-B2-C34 VS2-SMCI-NS23943 (VS2 B1-B2-C34 Beam)_N4858 -	ACCEPT	LD6	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mis
132177-CE01.02-SBOM-931S14-1010	SMCI	I18733703	APP-1100-CEB-017 B1-B2-C1 VS2-SMCI-NS23939_N4856	APP-1100-CEB-017 B1-B2-C1 VS2-SMCI-NS23939 (VS2 B1-B2-C1 Beam)_N4856 -	ACCEPT	LD6	LD6-A4	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610029	APP-1100-CEB-017 11504-C2 VS3-SMCI-NS23796	APP-1100-CEB-017 11504-C2 VS3-SMCI-NS23796 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610030	APP-1100-CEB-017 11504-C3 VS3-SMCI-NS23800	APP-1100-CEB-017 11504-C3 VS3-SMCI-NS23800 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610031	APP-1100-CEB-017 11504-C4 VS3-SMCI-NS23804	APP-1100-CEB-017 11504-C4 VS3-SMCI-NS23804 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610032	APP-1100-CEB-017 11504-C5 VS3-SMCI-NS23808	APP-1100-CEB-017 11504-C5 VS3-SMCI-NS23808 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610033	APP-1100-CEB-017 11504-C6 VS3-SMCI-NS23812	APP-1100-CEB-017 11504-C6 VS3-SMCI-NS23812 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610034	APP-1100-CEB-017 11504-C7 VS3-SMCI-NS23816	APP-1100-CEB-017 11504-C7 VS3-SMCI-NS23816 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-0421	SMCI	I18610035	APP-1100-CEB-017 11504-C8 VS3-SMCI-NS23820	APP-1100-CEB-017 11504-C8 VS3-SMCI-NS23820 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mis

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132178-CE01.02-SBOM-931S14-0421	SMCI	I18610036	APP-1100-CEB-017 11504-C9 VS3-SMCI-NS23824	APP-1100-CEB-017 11504-C9 VS3-SMCI-NS23824 -	HOLD-UNSAT	LD17-QC	LD17-L13	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1002	SMCI	I18741207	APP-1100-CEB-017 B1-B2-C1 VS3-SMCI-NS23940_N4856	APP-1100-CEB-017 B1-B2-C1 VS3-SMCI-NS23940_N4856 -	HOLD-QC	LD6-QC	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1002	SMCI	I18741206	APP-1100-CEB-017 B1-B2-C1 VS3-SMCI-NS23940_N4861	APP-1100-CEB-017 B1-B2-C1 VS3-SMCI-NS23940_N4861 -	HOLD-QC	LD6-QC	LD6-F11	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1006-R	SMCI	I18742326	APP-1100-CEB-017 B1-B2-C34 VS3-SMCI-NS23944_N4855	APP-1100-CEB-017 B1-B2-C34 VS3-SMCI-NS23944_N4855 -	ACCEPT	LD6	LD6-D2	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1006-R	SMCI	I18742325	APP-1100-CEB-017 B1-B2-C34 VS3-SMCI-NS23944_N4856	APP-1100-CEB-017 B1-B2-C34 VS3-SMCI-NS23944_N4856 -	ACCEPT	LD6	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741198	APP-1100-CEB-017 A1 VS3-SMCI-NS24469	APP-1100-CEB-017 A1 VS3-SMCI-NS24469 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741199	APP-1100-CEB-017 A1 VS3-SMCI-NS24470	APP-1100-CEB-017 A1 VS3-SMCI-NS24470 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741200	APP-1100-CEB-017 A1 VS3-SMCI-NS24487	APP-1100-CEB-017 A1 VS3-SMCI-NS24487 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741201	APP-1100-CEB-017 A1 VS3-SMCI-NS24488	APP-1100-CEB-017 A1 VS3-SMCI-NS24488 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741202	APP-1100-CEB-017 A1 VS3-SMCI-NS24489	APP-1100-CEB-017 A1 VS3-SMCI-NS24489 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741203	APP-1100-CEB-017 A1 VS3-SMCI-NS24490	APP-1100-CEB-017 A1 VS3-SMCI-NS24490 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741204	APP-1100-CEB-017 A1 VS3-SMCI-NS24491	APP-1100-CEB-017 A1 VS3-SMCI-NS24491 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1111	SMCI	I18741205	APP-1100-CEB-017 A1 VS3-SMCI-NS24492	APP-1100-CEB-017 A1 VS3-SMCI-NS24492 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1113	SMCI	I18741193	APP-1100-CEB-017 A1 VS3-SMCI-NS24456	APP-1100-CEB-017 A1 VS3-SMCI-NS24456 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi
132178-CE01.02-SBOM-931S14-1113	SMCI	I18741194	APP-1100-CEB-017 A1 VS3-SMCI-NS24457	APP-1100-CEB-017 A1 VS3-SMCI-NS24457 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mi

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132178-CE01.02-SBOM-931S14-1113	SMCI	I18741195	APP-1100-CEB-017 A1 VS3-SMCI-NS24458	APP-1100-CEB-017 A1 VS3-SMCI-NS24458 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1113	SMCI	I18741196	APP-1100-CEB-017 A1 VS3-SMCI-NS24459	APP-1100-CEB-017 A1 VS3-SMCI-NS24459 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132178-CE01.02-SBOM-931S14-1113	SMCI	I18741197	APP-1100-CEB-017 A1 VS3-SMCI-NS24460	APP-1100-CEB-017 A1 VS3-SMCI-NS24460 -	HOLD-QC	LD6-QC	LD6-C7	1	Material	Embed	CE01.02	Embeds & Mis
132177-2319-SBOM-132177-2319 CO8	Carolina Energy Solutions Inc	I18660343	11300-ML-P41	Penetration Sleeves; 14"; A-106-GR B; ASME B31.1 (pipe)/SMACNA (duct) NRC Quality Group D -	ACCEPT	WHSE 1	W1-LD1F	1	Material	Pipe	ML10	Containment with Flued He
132178-D100.CA008-SBOM-CA01-S4-3-SH-2	TOSHIBA AMERICA NUCLEAR ENERGY CORP	I18494625	VS3-A3-070	VS3-A3-070 TYPE 3 -	ACCEPT	LD17	LD17-E6	1	Material	Structural Steel	D100	Non-Safety Re
132178-D100.CA008-SBOM-S4-3-5-003/004	TOSHIBA AMERICA NUCLEAR ENERGY CORP	I18643966	VS3-A4-003	VS3-A4-003 TYPE 2 -	ACCEPT	LD17	LD17-H8	1	Material	Structural Steel	D100	Non-Safety Re
132178-D100.CA008-SBOM-S4-3-6-002/003	TOSHIBA AMERICA NUCLEAR ENERGY CORP	I18681649	VS3-A0-005 TYPE 2	VS3-A0-005 TYPE 2 -	ACCEPT	LD17	LD17-P7	1	Material	Structural Steel	D100	Non-Safety Re
132178-D100.CA008-SBOM-S4-3-6-003/003	TOSHIBA AMERICA NUCLEAR ENERGY CORP	I18681649	VS3-A0-005 TYPE 2	VS3-A0-005 TYPE 2 -	ACCEPT	LD17	LD17-P7	1	Material	Structural Steel	D100	Non-Safety Re

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EXHIBIT A

SCHEDULE 1.03

Seller	Purchase Price Amount
SCE&G	55% of Purchase Price
The Authority	45% of Purchase Price

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