

SALE/PURCHASE AGREEMENT

By and Between

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY, and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona,

collectively as "SELLERS"

and

NEVADA POWER COMPANY,
a Nevada corporation d/b/a NV ENERGY,

as "PURCHASER"

May ____, 2014

SALE/PURCHASE AGREEMENT

THIS SALE/PURCHASE AGREEMENT ("Agreement") is entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY, and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona (collectively "SELLERS" and each a "SELLER"), and NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY ("PURCHASER"), all individually referred to herein as a "Party" and collectively, the "Parties".

RECITALS

- A. SELLERS are the collective owners of that real property which is a portion of APN 264-27-101-001 located in Clark County, State of Nevada, consisting of 8.01 acres (+/-) and which is more particularly described in the attached Exhibit "A (the "Property").
- B. PURCHASER heretofore leased the Property from SELLERS under a lease agreement dated September 1, 1992 (the "Lease Agreement"). PURCHASER now desires for its own purposes to purchase the Property from SELLERS.
- C. SELLERS are willing to sell the Property to PURCHASER on the terms and subject to the conditions set forth in this Agreement. The purchase price of the Property reflects the Parties' agreement on the value of the Property with a credit to PURCHASER for its portion of the estimated demolition costs as a SELLER that are avoided by the purchase of the Property.
- D. The Parties also intend, by virtue of the consummation of the purchase and sale transaction contemplated herein, to terminate any further rights and obligations they may have pursuant to, or arising from, the Lease Agreement and to release each other from any and all liability under same, as further described below.
- E. The Parties further agree that this Agreement will supersede in its entirety that certain Sale/Purchase Agreement dated November 2011 for the sale of the Property ("2011 PSA"), as amended, which was executed by the Parties.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, SELLERS and PURCHASER agree as follows:

1. Purchase and Sale of the Property. Subject to the terms and conditions of this Agreement, SELLERS agree to sell, assign and transfer to PURCHASER, and PURCHASER agrees to purchase from SELLERS, the Property and all buildings/improvements located thereon and all appurtenances, privileges, rights, entitlements, interests and benefits relating to the Property including, but not limited to, all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Property.
2. Approval of Transaction by SELLERS' Governing Bodies. SELLERS' collective and individual obligations under this Agreement are expressly subject to, and conditioned

upon, the review and approval of the transactions contemplated herein by the governing body of each SELLER. PURCHASER expressly acknowledges and agrees that unless and until such time as the governing body of each SELLER issues its written consent to the transactions contemplated herein, SELLERS cannot convey the Property to PURCHASER or otherwise consummate the provisions of this Agreement. Each SELLER shall use commercially reasonable efforts to obtain the written consent of its respective governing body ("**Seller Approval**") not later than January 30, 2015 ("**Seller Approval Deadline**"). Notwithstanding the foregoing, SELLERS, and each of them, shall not be liable for breach of contract (or otherwise) for failure to convey the Property to PURCHASER as a result of SELLERS' inability to obtain and deliver one or more Seller Approvals. Moreover, in the event that SELLERS are unable to convey the Property to PURCHASER due to SELLERS' inability to obtain and deliver one or more Seller Approvals, PURCHASER (i) expressly waives any and all rights, claims or causes of action relative to, or stemming from, SELLERS' failure to convey the Property to PURCHASER (including, but not limited to, the right to compel SELLERS' conveyance of the Property through specific performance or otherwise) (collectively "**Purchaser Claims**") and (ii) shall indemnify, defend and hold harmless SELLERS and their respective directors, officers, shareholders, employees, agents, contractors, elected and appointed officials, governing boards and committees (collectively, "**Seller Indemnitees**") from and against any and all actions, damages, costs, expenses and losses incurred by, or asserted against, Seller Indemnitees (or any of them) and arising out of any Purchaser Claims.

3. Lease Agreement.

- (A) Conditional Suspension of Lease Payments. As further consideration for PURCHASER's full and timely performance of each of PURCHASER's obligations set forth in this Agreement, SELLERS agree that, for the period commencing on September 1, 2011 and continuing thereafter until the earlier to occur of (i) the Close of Escrow (see Section 5(C), below) or (ii) the expiration or termination of this Agreement, PURCHASER's obligation to pay base rent to SELLERS pursuant to the Lease Agreement shall be conditionally suspended. Specifically, following the Opening of Escrow (see Section 5(B), below), PURCHASER shall be entitled to withhold all payments of base rent due and payable by PURCHASER to SELLERS pursuant to the Lease Agreement for the period beginning on September 1, 2011 and continuing thereafter until the earlier to occur of the aforesaid events. As a condition to the provisional suspension of PURCHASER'S obligation to pay base rent, PURCHASER shall maintain, at its sole cost and expense, the Property and shall continue to adhere to and comply with all other provisions of the Lease Agreement. In the instance that PURCHASER and SELLERS consummate and close the transactions embodied in this Agreement, SELLERS shall waive their right to collect any base rent payments from PURCHASER that were suspended during the term of this Agreement (where said payments accrue after September 1, 2011 and continue through the Close of Escrow). Alternatively, if PURCHASER and SELLERS fail to consummate and close the transactions embodied herein, the Parties shall have the rights and obligations specified in Sections 21(B)(iii) and 22(B)(i), below, with respect to payment or partial waiver of the conditionally suspended base rent payments.

(B) Termination of Lease Agreement.

(i) Close of Escrow. The Parties agree that any and all rights and obligations either has under the Lease Agreement, including any related to possession and use by PURCHASER, shall terminate at the Close of Escrow. Conditioned upon the performance by the Parties of the terms and conditions of this Agreement, the Parties agree to fully and unconditionally release each other from any and all liabilities pursuant to the Lease Agreement and any related possession and use by PURCHASER and that this Agreement shall finally settle all demands, claims, charges, accounts, or causes of action of any kind, known or unknown, latent or patent, that either Party has or may have against the other. Following the Close of Escrow, PURCHASER shall be fully responsible for, and shall assume all risk and liability resulting or arising from, relating to, or associated with, the Property and the condition, location, maintenance, repair or operation thereof (including, but not limited to, the sewer systems and related appurtenances), and shall indemnify, defend and hold harmless SELLERS and their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns against all losses, damages, costs, claims and causes of action (collectively "**Claims**") associated with, arising from, or otherwise concerning the Property, irrespective of the nature, type, or amount of the Claims.

(ii) Expiration or Termination of Agreement. Notwithstanding any provision herein to the contrary, in the event that this Agreement expires or is terminated for any reason prior to the Close of Escrow, the Lease Agreement shall automatically terminate and Purchaser shall immediately vacate the Property. Upon such termination of the Lease Agreement, Purchaser shall acknowledge and perform all post-termination obligations and requirements set forth in the Lease Agreement; to wit, this Agreement shall not amend or modify (or be construed as amending or modifying) the Parties' post-termination obligations and requirements pursuant to the Lease.

4. Purchase Price. The purchase price for the Property (which includes the consideration that supports the Lease Agreement termination, the waiver, release and indemnity provisions set forth in Section 3(B), above, along with a credit to PURCHASER for its portion of the estimated demolition costs as a SELLER that are avoided by the purchase of the Property) shall be Four Hundred Eighty-Five Thousand One Hundred Forty and No/100 Dollars (\$485,140.00) (the "**Purchase Price**"). PURCHASER will pay the Purchase Price to SELLERS by depositing immediately available funds into the escrow ("**Escrow**") to be established, as referenced in Section 5, below, as follows:

(A) Payment of Full Purchase Price into Escrow. Within fifteen (15) business days following the Effective Date, as further defined herein, PURCHASER shall deposit the full Purchase Price (in immediately available funds) into Escrow. Upon Escrow Holder's receipt of the Purchase Price, Escrow Agent shall invest the same in a federally-insured interest-bearing account acceptable to PURCHASER and SELLERS.

- (B) Identification and Establishment of Deposit. The Parties agree that ten percent (10%) of the Purchase Price deposited by PURCHASER into Escrow shall be held and maintained by Escrow Agent as a deposit (the "Deposit") in accordance the terms and provisions of this Agreement. Escrow Agent need not segregate or separately invest the Deposit apart from the balance of the Purchase Price; notwithstanding, Escrow Agent shall administer and account for the Deposit as if it were distinct from the Purchase Price and separately invested.
- (iii) Non-Refundable Deposit. Upon expiration of the Due Diligence Period (as defined below), if PURCHASER has not previously terminated this Agreement by its terms, then the Deposit shall become non-refundable to PURCHASER and PURCHASER waives and releases any claims concerning the Deposit.
- (iv) Disposition of Deposit upon Failure to Close. If the Close of Escrow fails to occur due to PURCHASER's default under this Agreement (all of the conditions to PURCHASER's obligation to close having been satisfied or waived), then the disposition of the Deposit and all interest accrued thereon shall be governed by Section 21(B)(iv) hereof; if the Close of Escrow fails to occur due to SELLERS' default under this Agreement (all of the conditions to SELLERS' obligation to close having been satisfied or waived), then the Deposit and all interest attributable thereto shall promptly be refunded to PURCHASER (as part of the Purchase Price); and if the Close of Escrow fails to occur due to the failure of any of the conditions set forth in Sections 6(A) or 6(B) hereof other than as a result of PURCHASER's or SELLERS' default under this Agreement, then the disposition of the Deposit and all interest attributable thereto shall be governed by Section 11 hereof.
- (C) Closing Payment. PURCHASER shall deposit all other sums required to be paid by PURCHASER at closing at least one (1) business day prior to the Close of Escrow ("**Closing Payment**").
- (D) Pre-Paid Rent Credit. The Parties acknowledge that, notwithstanding the base rent suspension provisions set forth in Section 3(A), above, PURCHASER has heretofore paid to SELLERS an amount equal to Twenty-One Thousand Six Hundred, Ninety and No/100 Dollars (\$21,690.00), said amount representing the base rent otherwise due and owing by PURCHASER to SELLERS pursuant to the Lease Agreement for the period beginning September 1, 2011 and ending October 31, 2011 (the "**Pre-Paid Rent**"). Provided that the Close of Escrow timely occurs, the Parties agree that PURCHASER, at Close of Escrow, shall be entitled to receive a credit against the Purchase Price in an amount equal to the Pre-Paid Rent (see Section 5(C)(ii)(e), below).

5. Escrow Instructions.

- (A) Escrow Agent and Title Company.

- (i) Escrow Agent. Escrow will be established for the transactions that are the subject of this Agreement under escrow arrangements with Nevada Title Company, Kristin Ravelo, Commercial Escrow Officer, 2500 N. Buffalo, Suite 240, Las Vegas, NV 89128 Fax: 702-938-1802, Phone: 702-251-5106 ("**Escrow Agent**").
 - (ii) Title Company. The title company shall be Nevada Title Company ("**Title Company**") whose address is 2500 N. Buffalo, Suite 150, Las Vegas, NV 89128; Title Coordinator: Frank Brader; Telephone: (702) 251-5100; Fax: (702) 938-1802.
- (B) Opening of Escrow; Escrow Instructions. Within five (5) business days following the Effective Date, the Parties shall deliver to Escrow Agent a fully executed copy of this Agreement ("**Opening of Escrow**"). This Agreement constitutes Escrow Agent's instructions. The Parties will execute and deliver to Escrow Agent additional and supplemental instructions as Escrow Agent may require in order to clarify Escrow Agent's duties under this Agreement. But if there is a conflict or inconsistency between this Agreement and any additional and supplemental instructions delivered to Escrow Agent, the terms of this Agreement govern the duties of Escrow Agent and the rights and obligations of the Parties. If Escrow does not close by the time established under Section 5(C)(i) (as may be extended in accordance with Section 5(C)(iii), below), this Agreement will terminate.
- (C) Close of Escrow.
- (i) Notice Regarding Seller Approvals. On or before the expiration of the Seller Approval Deadline, SELLERS shall deliver written notice to PURCHASER and Escrow Agent advising as to whether SELLERS have obtained individual Seller Approvals from the governing bodies of each SELLER. In the event SELLERS have obtained the individual Seller Approvals, SELLERS shall so advise PURCHASER and Escrow Agent and the Parties shall proceed to the Closing within thirty (30) days thereafter in accordance with the provisions of this Agreement (the "**Close of Escrow**"). Alternatively, in the event that SELLERS have not obtained one or more Seller Approvals on or before the Seller Approval Deadline, SELLERS shall so advise PURCHASER and Escrow Agent and this Agreement shall become null and void. In such event, Escrow Agent shall return the Purchase Price (see Section 5(D), below) to PURCHASER and the Parties shall be relieved of any and all liability hereunder EXCEPT with respect to those Party obligations that expressly survive the termination of this Agreement.
 - (ii) Escrow Agent's Closing Obligations. On the Close of Escrow, but subject to the satisfaction or waiver of the conditions to Closing, Escrow Agent shall perform the acts set forth below in the following order:
 - (a) Date, as of Close of Escrow, all instruments calling for a date.

- (b) Prepare a Declaration of Value in such form as required by NRS Section 375.060 (the "Real Property Transfer Tax Declaration").
 - (c) Record the Partial Reconveyance and Partial Release of Indenture Lien.
 - (d) Record the Deed (see Section 5(G), below).
 - (e) Deliver the Title Policy to PURCHASER (see Section 5(I), below).
 - (f) Deliver to SELLERS, in cash or current funds, an amount equal to:
 - i. the Purchase Price *-LESS-*
 - ii. the Pre-Paid Rent *-PLUS OR MINUS-*
 - iii. the relevant amounts identified in Section 8(A), below.
 - (g) Deliver to SELLERS and PURCHASER a final closing statement which has been certified by Escrow Agent to be true and correct.
 - (h) Deliver to PURCHASER a chain of title along with all recorded relevant documents.
 - (i) Return to PURCHASER any remaining and undistributed portions of the Purchase Price (and/or any other funds previously provided by PURCHASER) held by Escrow Agent.
- (iii) Extension of Close of Escrow. If, at the time established for Close of Escrow to occur, SELLERS or PURCHASER has/have failed to perform an act or fulfill an obligation that is required of SELLERS or PURCHASER at or before Close of Escrow, the Party that has satisfied its obligations hereunder and is ready to close shall have the right, but not the obligation, to extend the date for Close of Escrow for a period of ten (10) business days upon notice to Escrow Agent and the other Party in order to allow the other Party to fulfill its pre-closing acts and obligations. The Parties may also extend the date for Close of Escrow upon mutual agreement in writing.
- (D) Return of Purchase Price to PURCHASER. If the Agreement terminates in accordance with Sections 5(G), 11, 14, 15(A) or 20(B) hereto, Escrow Agent is irrevocably authorized and instructed to return the Purchase Price to PURCHASER, without further instruction from either PURCHASER or SELLERS. The return of the Purchase Price to PURCHASER under this Section 5(D) or any other section of the Agreement eliminates any right or interest that PURCHASER has or might have in the Property, with the exception of any and all ownership interest(s) that PURCHASER has as one of the SELLERS.
- (E) Title Documents. Within five (5) business days after the Opening of Escrow, the Escrow Agent shall provide a title commitment (or Preliminary Title Report)

issued by the Title Company (which shall be updated at Close of Escrow), committing the Title Company to issue to PURCHASER, at Close of Escrow, a 2006 ALTA Owner's Policy, in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition subject to restrictions of record and Permitted Exceptions, as hereafter defined ("**Title Report**"). Title exceptions consisting of (a) any lien to secure payment of real estate taxes, including special assessments, not delinquent, (b) the lien of supplemental taxes assessed pursuant to applicable law/code, (c) all matters which could be revealed or disclosed by a physical inspection or a survey of the Property and matters affecting the Property which are created by or with the written consent of PURCHASER or which do not materially and deleteriously affect PURCHASER's contemplated use of the Property; (d) all exceptions disclosed by the Title Report relating to the Property and which are approved or deemed approved by PURCHASER in accordance with Section 5(G), below, and (e) all applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property are collectively referred to in this Agreement as the "**Permitted Exceptions**." Five (5) business days before Close of Escrow, Escrow Agent shall provide SELLERS and PURCHASER with an updated Title Report.

- (F) Release of Indenture Lien. SELLERS shall procure a release of the Indenture Lien attached to the Property as set forth below in Section 6(B)(vi). Such Indenture Lien is not a Permitted Exception.
- (G) Correction of Title Exceptions. PURCHASER may request in writing within sixty (60) days of receiving the Title Report, that SELLERS correct an exception to title ("**Exception Notice**"). SELLERS have the right, but not the obligation, before Close of Escrow to correct the particular defect claimed in a manner satisfactory to PURCHASER, which may consist of title insurance against all loss or damage that may arise by virtue of the defect. Within thirty (30) days of receiving the Exception Notice, SELLERS shall give written notice to PURCHASER stating whether SELLERS elect or decline to cure the exceptions specified in the Exception Notice. PURCHASER will then have the option to either (a) proceed with this Agreement, in which event the Deed will be subject to those defects; or (b) terminate this Agreement without liability to SELLERS, in which event Escrow Agent shall return the Purchase Price to PURCHASER (without any prior approval by SELLERS).
- (H) Transfer of Property; Deed. SELLERS shall convey title to the Property to PURCHASER (or its assignee, designee or nominee) pursuant to the terms of a Grant, Bargain, and Sale Deed ("**Deed**") in the form attached as Exhibit "B," subject only to the Permitted Exceptions. Consistent with the provisions of Section 7(A), SELLERS shall execute, acknowledge and deposit the Deed with Escrow Agent not later than 1:00 o'clock P.M. on the business day immediately preceding the Closing Date, and Escrow Agent shall record the Deed concurrent with Close of Escrow.
- (I) Possession of Property. Possession of the Property will immediately transfer in and to PURCHASER upon Close of Escrow.

(J) Title Insurance Policy.

- (i) Standard Coverage Title Insurance. Subject to Section 5(J)(ii), below, at the Close of Escrow and at SELLERS' expense, SELLERS shall provide PURCHASER with a 2006 ALTA Owner's Policy of Title Insurance ("**Title Policy**") issued by Title Company insuring, as of the date of Close of Escrow as determined by this Agreement, PURCHASER's fee ownership of the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the Permitted Exceptions.
- (ii) Extended Coverage Title Insurance. PURCHASER, in its discretion and at its sole cost, may elect to acquire Title Policy endorsements and/or extended coverage title insurance.
- (iii) No Encumbrance of the Property. Before Close of Escrow or termination of the Transaction, SELLERS shall not encumber the Property with title exceptions other than the Permitted Exceptions.

(K) Taxes and Utilities.

- (i) Taxes. Real estate taxes and assessments imposed by any governmental authority ("**Taxes**") with respect to the Property for the relevant tax year in which the Property is being sold and that are not yet due and payable or that have not yet been paid shall be prorated as of the Close of Escrow based upon the most recent ascertainable assessed values and tax rates and based upon the number of days PURCHASER and SELLERS will have owned the Property during such relevant tax year. SELLERS shall receive a credit for any Taxes paid by SELLERS and applicable to any period after the Close of Escrow. SELLERS agree to allow PURCHASER to pay the current year real estate taxes out of existing escrow funds in order to record the Parcel Map, as necessary. Existing escrow funds may also be used as necessary by PURCHASER to pay for Parcel Map reapplication fees. If, as of the Closing Date, SELLERS are protesting or have notified PURCHASER, in writing, that they have elected to protest any Taxes for the Property, then PURCHASER agrees that SELLERS shall have the right (but not the obligation), after the Closing Date, to continue such protest. In such case, any Taxes paid by PURCHASER after the Closing Date with respect to the Property shall be paid under protest and PURCHASER shall promptly notify SELLERS of any payments of Taxes made by PURCHASER with respect to the Property. PURCHASER further agrees to cooperate with SELLERS and execute any documents requested by SELLERS in connection with such protest. As to the Property, any tax savings received ("**Tax Refunds**") for the relevant tax year under any protest, whether filed by SELLERS or PURCHASER, shall be prorated between the Parties based upon the number of days, if any, SELLERS and PURCHASER respectively owned the Property during such relevant tax year; if such protest was filed by SELLERS, any payment of Tax Refunds to PURCHASER shall be net of any fees and expenses payable

to any third party for processing such protest, including attorneys' fees. SELLERS and PURCHASER agree to notify the other in writing of any receipt of a Tax Refund within fifteen (15) business days of receipt of such Tax Refund. To the extent either Party obtains a Tax Refund, a portion of which is owed to the other Party, the receiving Party shall deliver the Tax Refund to the other Party within fifteen (15) business days of its receipt. If PURCHASER or SELLERS fail to pay such amount(s) to the other as and when due, such amount(s) shall bear interest from the date any such amount is due to SELLERS or PURCHASER, as applicable, until paid at the lesser of (i) twelve percent (12%) per annum and (b) the maximum amount permitted by law. The obligations set forth herein shall survive the Close of Escrow and PURCHASER agrees that, as a condition to the transfer of the Property by SELLERS, PURCHASER will cause any transferee to assume the obligations set forth herein.

- (ii) Utilities. Utilities for the Property, including water, sewer, electric, and gas ("Utilities"), based upon the last reading of meters prior to the Close of Escrow, shall be prorated. SELLERS shall be entitled to a credit for all security deposits held by any of the utility companies providing service to the Property. SELLERS shall endeavor to obtain meter readings on the day before the Closing Date, and if such readings are obtained, there shall be no proration of such items and SELLERS shall pay at Close of Escrow the bills therefore for the period to the day preceding the Close of Escrow, and PURCHASER shall pay the bills therefore for the period subsequent thereto. If the utility company will not issue separate bills, PURCHASER will receive a credit against the Purchase Price for SELLERS' portion and will pay the entire bill prior to delinquency after Close of Escrow. If SELLERS have paid utilities no more than thirty (30) days in advance in the ordinary course of business, then PURCHASER shall be charged its portion of such payment at Close of Escrow. PURCHASER shall be responsible for making any security deposits required by utility companies providing service to the Property.

6. Conditions to Closing.

- (A) SELLERS' Conditions. Each of the following shall be a condition precedent to the obligation of SELLERS to close the Escrow and may be waived only by a written waiver executed by each SELLER and delivered to Escrow Agent and PURCHASER:
 - (i) Funds. PURCHASER shall have deposited with Escrow Agent immediately available funds in the amount of the Closing Payment described in Section 4(C), above, at least one (1) business day prior to the Close of Escrow.
 - (ii) Performance of Obligations; No Default. PURCHASER has performed its obligations hereunder and all deliveries to be made at Close of Escrow by PURCHASER shall have been tendered. Moreover, PURCHASER shall not be in default of any of its obligations hereunder.

- (iii) Representations and Warranties. All of PURCHASER's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date.
 - (iv) No Actions or Suits. There shall exist no pending or threatened action, suit or proceeding with respect to PURCHASER before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.
 - (v) All Consents/Approvals Obtained. SELLERS shall have received all consents and assignments and approvals from all parties from whom such consents to assignments or approvals are needed under all contracts, covenants and other agreements relating to the Property.
- (B) PURCHASER's Conditions. Each of the following shall be a condition precedent to the obligation of PURCHASER to close the Escrow and may be waived only by a written waiver executed by PURCHASER and delivered to Escrow Agent and SELLERS:
- (i) Parceling. All approvals by the governing jurisdiction(s) related to any required parceling of the Property from its larger premise shall have been issued (see Section 12(B), below).
 - (ii) Performance of Obligations; No Default. SELLERS have performed their obligations hereunder and all deliveries to be made at Close of Escrow by SELLERS shall have been tendered. Moreover, SELLERS shall not be in default of any of their obligations hereunder.
 - (iii) Representations and Warranties. All of SELLERS' representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date.
 - (iv) No Actions or Suits. There shall exist no pending or threatened action, suit or proceeding with respect to SELLERS before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.
 - (v) Title Policy. Title Company is prepared to issue the Title Policy and any endorsements thereto to PURCHASER.
 - (vi) Partial Reconveyance and Partial Release of Indenture Lien. The Property is subjected to a lien granted in favor of the holders of bonds, notes or other evidences of indebtedness of Southern California Edison under the 2001 General & Refunding Mortgage Indenture (referred to as "Indenture Lien"). SELLERS shall take all reasonable actions and use commercially reasonable efforts to obtain the partial reconveyance and partial release of the Indenture Lien as it regards the Property ("Release") prior to the Close of Escrow. SELLERS will provide to

PURCHASER the UCC Financing Statement submitted to the Nevada Secretary of State evidencing the Release, if available, prior to Close of Escrow. If SELLERS fails to obtain the Releases or approvals by the Close of Escrow, PURCHASER may extend Close of Escrow for up to sixty (60) days to allow more time for SELLERS to obtain the Release. If SELLERS have failed to obtain the Release after said extension has expired, then PURCHASER shall have the right to terminate this Agreement and, if it does so, then this Agreement shall be considered null and void and of no further force and effect and the Deposit shall be promptly returned to PURCHASER and the return of the Deposit shall eliminate any rights or interest that PURCHASER may have in the Property. SELLERS' failure to obtain the Release shall not be a default under this Agreement. Notwithstanding the above, SELLERS may have an additional time to obtain the partial reconveyance and partial release of the Indenture Lien for a mutually agreed upon time.

If, notwithstanding the non-satisfaction of any such condition, the Close of Escrow occurs, there shall be no liability on the part of SELLERS (or any of them) for breaches of representations and warranties of which PURCHASER had knowledge as of the Close of Escrow.

7. Items to be Delivered into Escrow.

- (A) By SELLERS. On or before one (1) business day prior to the Close of Escrow, and provided PURCHASER shall have made all deposits into Escrow as required by Section 7(B), below, SELLERS shall deposit into Escrow the following documents:
- (i) The Deed, duly executed and acknowledged by SELLERS and in recordable form.
 - (ii) A non-foreign transferor declaration (the "**Non-Foreign Transferor Declaration**"), substantially in the form of Exhibit "C" attached hereto, duly executed by SELLERS (*i.e.*, one form prepared by each SELLER).
 - (iii) A Partial Reconveyance and Partial Release of Indenture Lien, executed and acknowledged by the applicable Trustee in recordable form.
 - (iv) Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transactions contemplated by this Agreement.
- (B) By PURCHASER. On or before one (1) business day prior to the Close of Escrow, PURCHASER shall deposit in Escrow the following:
- (i) Immediately available collected funds in the form of a cashier's check or wire transfer to the account of Escrow Agent in an amount equal to the Closing Payment.

- (ii) Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the Transaction contemplated by this Agreement.

8. Close of Escrow Costs and Fees. Upon the Close of Escrow, escrow, title charges and other closing costs shall be allocated between SELLERS and PURCHASER as follows:

(A) SELLERS' Obligations. SELLERS shall pay:

- (i) SELLERS' share of all prorated Taxes and Utilities due as of the Close of Escrow.
- (ii) One-Half (1/2) of Escrow Fees.
- (iii) The premium cost of the Title Policy.
- (iv) All stamp, excise, documentary, transfer, deed or similar taxes or fees (City, County and State) payable in connection with the consummation of the Transaction contemplated by this Agreement.
- (v) The cost of recording the Deed.
- (vi) The costs associated with the Partial Reconveyance and Partial Release of the Indenture Lien.

(B) PURCHASER's Obligations. PURCHASER shall pay:

- (i) PURCHASER's share of all prorated Taxes and Utilities due after the Close of Escrow.
- (ii) All costs incurred in connection with PURCHASER's updating or recertifying any existing surveys for the Property or obtaining any new surveys for the Property.
- (iii) One-Half (1/2) of Escrow Fees.
- (iv) The cost of any due diligence investigations as stated in Section 14(A), below, without limitation.
- (v) The premium costs of any Title Policy endorsements requested by PURCHASER (but excepting any endorsements proposed by SELLERS to cure any objection by PURCHASER to the status of title to the Property, which must be paid by SELLERS) and any increase in the premium cost for extended title coverage requested by PURCHASER.
- (vi) All survey and inspection costs relative to any extended title coverage requested by PURCHASER.

(C) Other Obligations.

- (i) Except to the extent otherwise specifically provided herein, all other expenses incurred by SELLERS and PURCHASER with respect to the negotiation, documentation and closing of the transactions contemplated herein, including, without limitation, PURCHASER's and SELLERS' attorneys' fees, shall be borne and paid by the Party incurring same.
 - (ii) If the Close of Escrow does not occur by reason of PURCHASER's or SELLERS' default under this Agreement, then all escrow and title charges (including cancellation fees) shall be borne by the Party in default.
- 9. Use of Funds by Escrow Agent and Disbursement of Funds to SELLERS. Upon Close of Escrow, funds deposited into Escrow by PURCHASER as and for the Purchase Price shall be used by the Escrow Agent to pay SELLERS' incurred costs and prorations (as set forth in Sections 5(K) and 8(A) hereof), with the balance of those funds (less the Pre-Paid Rent) to be disbursed to SELLERS concurrent with the recording of the Deed.
- 10. Post Closing Matters. The instruments that are required to be recorded under this Agreement shall provide that the recorder shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:
 - (A) To SELLERS:
 - (i) A copy of the Deed, as recorded.
 - (ii) A copy of the Partial Reconveyance and Partial Release of Indenture Lien.
 - (iii) Plain copies of the Real Property Transfer Tax Declaration.
 - (iv) Closing Statement of costs and receipts (certified by Escrow Agent).
 - (B) To PURCHASER:
 - (i) The originals and recorded copies of the Deed and the Non-Foreign Transferor Declaration.
 - (ii) A copy of the Partial Reconveyance and Partial Release of Indenture Lien.
 - (iii) Plain copies of the Real Property Transfer Tax Declaration.
 - (iv) Closing Statement of costs and receipts (certified by Escrow Agent).
- 11. Failure to Close Escrow. If Close of Escrow does not timely occur because one or more conditions to a Party's obligation to close Escrow (other than conditions consisting of one or more breaches of the other Party's obligations or warranties under this Agreement) have not been fulfilled or waived, or if the transactions set forth herein are terminated under an express provision in this Agreement requiring or permitting such

termination, other than as a result of default under this Agreement by either Party (which will be governed by Sections 21 and 22, below) then:

- (A) The Escrow and the rights and obligations of the Parties with respect to the transactions contemplated herein will terminate (except for those rights and obligations specified herein that expressly survive termination (*see, e.g., Section 43*));
- (B) PURCHASER shall bear all costs, fees and expenses incurred by PURCHASER with and through Escrow Agent;
- (C) SELLERS shall bear all costs, fees and expenses incurred by SELLERS with and through Escrow Agent;
- (D) Escrow Agent shall return to the depositing Party all documents and monies that have been placed or deposited into Escrow, as required in this Agreement; and
- (E) The Lease Agreement shall automatically terminate in accordance with the provisions of Section 3(B)(ii), above.

12. SELLERS' Provision of Documentation and SELLERS' Support.

- (A) Supporting Documentation Provided by SELLERS to PURCHASER.
 - i. Documentation Automatically Provided. Provided that SELLERS are in possession of the following items, and to the extent (a) not previously provided by SELLERS to PURCHASER and/or (b) not already in the possession of PURCHASER, then within ten (10) business days following the Opening of Escrow, SELLERS shall provide to PURCHASER:
 - (a) Copies of all maps, plans, studies, reports, inspection results and all other documentation and information prepared in relation to, or otherwise concerning, the Property;
 - (b) Information regarding any easements (including prescriptive easements), claims of easement, rights, rights-of-way, licenses, restrictions, covenants, interests, discrepancies, conflicts in boundary lines, encroachments, or other rights relative to the Property that are not of record in the Official Records of Clark County, Nevada;
 - (c) Information regarding any threatened or pending condemnation proceedings, administrative proceedings or litigation of any kind relating to the Property or title to it;
 - (d) Information regarding any Hazardous Substances on, about or under the Property;
 - (e) Information regarding soil conditions and any landfill area on any portion of the Property.

ii. Other Documentation Requested by PURCHASER. Upon receipt of written request from PURCHASER, SELLERS shall provide PURCHASER with copies of any additional documents reasonably requested by PURCHASER that (i) relate to the Property and (ii) which are in the possession of SELLERS.

(B) SELLERS' Cooperation Regarding Parceling. Prior to the Close of Escrow, the Property shall be subdivided to create a separate legal parcel that may be lawfully conveyed to PURCHASER pursuant to the terms of this Agreement. PURCHASER, at its sole cost and expense, shall be responsible for preparing, filing and pursuing all applications and related materials/requests that are relevant to effectuating the parceling of the Property. SELLERS shall, at their sole cost and expense, reasonably cooperate with PURCHASER relative to the parceling effort (which cooperation may include, but is not be limited to, the review, execution and return to PURCHASER of all necessary petitions, applications and similar documentation pertaining to the parceling, and permitting PURCHASER to pay current year taxes and reapplication fees out of escrow funds as necessary to record or to reapply for the parcel map).

13. RESERVED.

14. PURCHASER's Due Diligence Investigations.

(A) Due Diligence and Time for Satisfaction of Conditions. PURCHASER has been given or will be given before the end of the Due Diligence Period (as defined below), a full opportunity to investigate the Property, either independently or through agents of PURCHASER's own choosing, including, without limitation, the opportunity to conduct such appraisals, inspections, tests, audits, verifications, inventories, investigations and other due diligence regarding the economic, physical, environmental, title and legal conditions of the Property as PURCHASER deems fit, as well as the suitability of the Property for PURCHASER's intended uses. Subject to the terms and conditions provided below, PURCHASER and its agents may commence due diligence investigations on the Property beginning upon the Opening of Escrow and continuing for one hundred twenty (120) days thereafter (the "**Due Diligence Period**"). In the event that, after conducting the afore-described inspections, PURCHASER desires to proceed with the purchase of the Property, PURCHASER shall so notify SELLER, in writing, which notice (the "**Notice to Proceed**") must be given on or before the expiration of the Due Diligence Period. In the event that such notice is given, the Parties shall proceed to Closing in accordance with the terms hereof. In the event that PURCHASER fails to give such Notice to Proceed on or before the expiration of the Due Diligence Period, this Agreement shall terminate and become null and void, and PURCHASER shall thereupon receive a refund of the Purchase Price and any other amounts deposited by PURCHASER with Escrow Agent and shall be relieved of any and all liability hereunder EXCEPT with respect to PURCHASER's obligations that expressly survive the termination of this Agreement.

- (B) Entry onto the Property; PURCHASER's Obligations. SELLERS acknowledge that PURCHASER currently has the rights to enter upon and use the Property pursuant to the terms of the Lease Agreement. Notwithstanding said rights, and during the Term of this Agreement, PURCHASER shall have the right to enter onto the Property for the purpose of conducting PURCHASER's due diligence investigations. At SELLERS' request, PURCHASER shall provide SELLERS (at no cost to SELLERS) with a copy of the results of any tests and inspections made by PURCHASER, excluding only market and economic feasibility studies. PURCHASER shall not perform any test or inspection or carry out any activity at the Property which causes damage in any way or which is physically intrusive into the soil of the Property without the prior written consent of SELLERS. In connection with any inspection or entry onto the Property, PURCHASER and PURCHASER's representatives will carry liability insurance adequate in SELLERS' reasonable judgment and, upon the request of SELLERS, will provide SELLERS with written evidence of same and will name each of the SELLERS as an additional insured. If any inspection or test results in any physical impacts to the Property, PURCHASER will restore the Property to the same general condition as existed before the inspection or test. PURCHASER shall defend, indemnify and hold SELLERS, SELLERS' officers, directors, shareholders, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and SELLERS' attorneys' fees, arising out of or in connection with PURCHASER's, its agents, contractors, employees, or invitees entry upon or inspection of the Property. The rights of entry and inspection provided in this Section 14(B) shall be deemed revoked upon termination of this Agreement. Moreover, the obligations of this Section 14(B) shall survive the Close of Escrow or the earlier termination of this Agreement.
15. Condemnation. If condemnation proceedings are threatened or instituted with respect to any part of the Property by an entity other than PURCHASER, then SELLERS shall promptly notify PURCHASER of this in writing ("**Condemnation Notice**").
- (A) Condemnation Termination Option. Within ten (10) business days after PURCHASER receives the Condemnation Notice, and provided that PURCHASER is not the condemning authority, PURCHASER may notify SELLERS that the Agreement is terminated ("**Condemnation Termination Option**") and Escrow Agent shall promptly return the Purchase Price to PURCHASER. The return of the Purchase Price eliminates any rights or interest that PURCHASER has in the Property, with the exception of any and all ownership interest(s) that PURCHASER has as one of the SELLERS. If the Condemnation Termination Option is timely and validly exercised and the Agreement is terminated, then following that termination neither PURCHASER nor SELLERS will have any further obligations to the other under this Agreement, except for those obligations that accrued before or that expressly survive that termination.
- (B) Failure to Exercise Condemnation Termination Option. If PURCHASER does not exercise the Condemnation Termination Option, then the Purchase Price will not be reduced. If PURCHASER purchases the Property, then SELLERS shall assign the right to any compromise or condemnation award to PURCHASER.

SELLERS shall not accept any compromise or condemnation award without obtaining PURCHASER's written approval of the compromise or condemnation award; PURCHASER's approval must not be unreasonably withheld, conditioned or delayed.

16. RESERVED.

17. SELLERS' Representations. In consideration of PURCHASER's entering into this Agreement and as an inducement to PURCHASER to purchase the Property from SELLERS, SELLERS make the following representations and warranties to PURCHASER:

- (A) Upon (and subject to) issuance of the Seller Approvals, SELLERS have the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by SELLERS is requisite to the valid and binding execution, delivery and performance of this Agreement
- (B) There is no agreement to which SELLERS are a party or to SELLERS' Actual Knowledge binding on SELLERS which would prevent SELLERS from consummating the transactions contemplated by this Agreement.

For purposes of this Section 17, the phrase "**To SELLERS' Actual Knowledge**" shall mean the actual (and not implied, imputed, or constructive) knowledge of Karl Gieszl, Market Regulation & Cost Recovery Project Manager for Southern California Edison Company (whom the SELLERS represent is the individual most knowledgeable about the Property), without any inquiry or investigation of any other parties.

The representations and warranties made by SELLERS in this Agreement shall survive the recordation of the Deed for a period of six (6) months and any action for a breach of SELLERS' representations or warranties must be made and filed within said six (6) month period. If, after the Effective Date, but before the Close of Escrow, SELLERS become aware of any facts or changes in circumstances that would cause any of their representations and warranties in this Agreement to be untrue at Close of Escrow, SELLERS may notify PURCHASER in writing of such fact. In such case, or in the event PURCHASER obtains information which would cause any of SELLERS' representations and warranties to be untrue at Close of Escrow, PURCHASER, as its sole and exclusive remedy, shall have the right to either (i) terminate this Agreement, in which case the Purchase Price shall be immediately returned to PURCHASER and neither Party shall have any rights or obligations under this Agreement (except for the rights and obligations which expressly survive termination of this Agreement); or (ii) accept a qualification to SELLERS' representations and warranties as of the Close of Escrow and complete the purchase and sale of the Property without any rights to recovery for breach of the unqualified representation and warranty. Other than as set forth in the immediately preceding sentence, if PURCHASER proceeds with the Close of Escrow, PURCHASER shall be deemed to have expressly waived any and all remedies for the breach of any representation or warranty discovered by PURCHASER prior to the Close of Escrow.

18. AS-IS PURCHASE. PURCHASER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES SUBSIDIARIES AND AFFILIATES ACKNOWLEDGE THAT SELLERS MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL AND ECONOMIC CHARACTERISTICS OF THE PROPERTY. PURCHASER IS RELYING UPON ITS OWN EXPERTISE AND UPON ITS OWN INVESTIGATION OF THE PROPERTY AND SELLERS HAVE NOT, DO NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROPERTY AND SELLERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OR WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHERMORE, SELLERS HAVE NOT, DO NOT, AND WILL NOT, MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO (A) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS MATERIALS OR (B) ANY OTHER MATTER WHATSOEVER PERTAINING TO THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS A SOPHISTICATED PURCHASER FAMILIAR WITH THIS TYPE OF PROPERTY AND THAT PURCHASER WILL BE ACQUIRING THE PROPERTY "AS IS AND WHERE IS, WITH ALL FAULTS," IN ITS PRESENT STATE AND CONDITION AND PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS AND CONDITIONS MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. MOREOVER, PURCHASER ACKNOWLEDGES THAT THE SEWER TREATMENT FACILITY CURRENTLY SERVING THE PROPERTY IS NON-COMPLIANT, AND PURCHASER IS EXPRESSLY ASSUMING ALL OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES RELATIVE TO THE OPERATION, USE, MAINTENANCE AND MANAGEMENT OF THE SEWER TREATMENT FACILITY (INCLUDING ALL OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES ASSOCIATED WITH THE OWNERSHIP, OCCUPANCY AND USE OF THE PROPERTY WITHOUT A COMPLIANT SEWAGE TREATMENT FACILITY), AND PURCHASER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SELLER INDEMNITEES FROM AND AGAINST ANY AND ALL ACTIONS, DAMAGES, COSTS, EXPENSES AND LOSSES INCURRED BY, OR ASSERTED AGAINST, THE SELLER INDEMNITEES (OR ANY OF THEM) AND ARISING OUT OF (I) THE FAILURE OF THE SEWAGE TREATMENT FACILITY TO COMPLY WITH ANY/ALL APPLICABLE LAWS, RULES, REGULATIONS AND REQUIREMENTS AND (II) PURCHASER'S OWNERSHIP, OCCUPANCY AND USE OF THE PROPERTY WITHOUT A COMPLIANT SEWAGE TREATMENT FACILITY. THE TERMS AND CONDITIONS OF THIS SECTION 18 SHALL SURVIVE THE CLOSING, AND NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.
19. PURCHASER's Representations and Warranties. In consideration of SELLERS entering into this Agreement and as an inducement to SELLERS to sell the Property to PURCHASER, PURCHASER makes the following covenants, representations and warranties:

- (A) Authority. PURCHASER has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by PURCHASER is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein. There is no agreement to which PURCHASER is a party or to PURCHASER's knowledge binding on PURCHASER which is in conflict with this Agreement.
- (B) Release. By proceeding with this transaction following the expiration of the Due Diligence Period, PURCHASER shall be deemed to have made its own independent investigation of the Property and the presence of Hazardous Materials on the Property as PURCHASER deems appropriate. Accordingly, subject to the representations and warranties of SELLERS expressly set forth in Section 17, above, PURCHASER, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, the "Releasers") hereby expressly waives and relinquishes any and all rights and remedies Releasers may now or hereafter have against SELLERS (individually and collectively) and their respective successors, assigns, partners, shareholders, officers and directors (the "Seller Parties"), whether known or unknown, which may arise from or be related to (i) the physical condition, quality, quantity and state of repair of the Property and the prior management and operation of the Property, (ii) the Property's compliance or lack of compliance with any federal, state or local laws or regulations, and (iii) any past, present or future presence or existence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation, (a) any and all rights and remedies Releasers may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation, and (b) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S.C.A. §9607). As used herein, the term "Hazardous Material(s)" includes, without limitation, any hazardous or toxic materials, substances or wastes, such as (1) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, or any agency of the United States government, (2) any other material, substance, or waste which is defined or regulated as a hazardous material, extremely hazardous material, hazardous waste or toxic substance pursuant to any laws, rules, regulations or orders of the United States government, or any local governmental body, (3) asbestos, (4) petroleum and petroleum based products, (5) formaldehyde, (6) polychlorinated biphenyls (PCBs), and (7) freon and other chlorofluorocarbons.

20. Material Destruction of the Property.

- (A) Notification of Material Destruction. In the event of material destruction, damage, loss or other material adverse change of all or any portion of the Property or any improvement comprising the Property, SELLERS shall promptly give PURCHASER written notice of this ("Destruction Notice").
- (B) PURCHASER's Options.
- (i) Termination. If PURCHASER notifies SELLERS within ten (10) business days following receipt of the Destruction Notice that PURCHASER elects to terminate the Escrow and the transactions set forth herein (which PURCHASER, in PURCHASER's discretion, may do), then the Escrow and the transactions set forth herein will terminate, and Escrow Agent shall promptly (without any prior approval by SELLERS) return the Purchase Price to PURCHASER. The return of the Purchase Price eliminates any rights or interest that PURCHASER has in the Property as a buyer pursuant to this Agreement. If this termination option is timely and validly exercised and the Agreement is terminated, then following that termination neither PURCHASER nor SELLERS will have any further obligations to the other under this Agreement, except for those obligations that accrued before or that expressly survive that termination.
- (ii) Credit of Insurance Proceeds. If PURCHASER does not elect to terminate the Escrow and the transactions set forth herein, SELLERS shall be entitled to keep all insurance proceeds paid/payable by virtue of the material destruction, damage, loss, condemnation or adverse change of the Property, and PURCHASER will be entitled to a credit against the Purchase Price of an amount equal to the insurance proceeds actually received by SELLERS. This Section is intended to supersede any applicable provisions of the Nevada Uniform Vendor and Purchaser Risk Act. For purposes of this Section, "material" destruction, damage, loss, condemnation or adverse change means destruction, damage, loss, condemnation or adverse change of any portion of the Property with a value exceeding ten percent (10%) of the Purchase Price.

21. SELLERS' Remedies.

- (A) Termination. Notwithstanding anything in this Agreement to the contrary, the Escrow will terminate if:
- (i) All conditions to PURCHASER's obligation to effect Close of Escrow have been fulfilled or waived in writing,
- (ii) The time for Close of Escrow has expired without expressly permitted or agreed extension, and
- (iii) PURCHASER has failed to timely close Escrow.
- (B) SELLERS' Remedies. If the Escrow terminates under Section 21(A), above:

- (i) PURCHASER shall bear all fees, costs and expenses incurred with and through the Escrow Agent;
- (ii) PURCHASER's right to withhold payment of base rent pursuant to Section 3(A), above, shall immediately and automatically terminate, and the Lease Agreement shall automatically terminate in accordance with the provisions of Section 3(B)(ii), above (subject to any and all obligations and requirements set forth in the Lease Agreement that expressly survive the expiration or earlier termination of the Lease Agreement);
- (iii) PURCHASER shall pay to SELLERS all amounts of outstanding base rent due and owing to SELLERS pursuant to the Lease Agreement (including all rental payments conditionally suspended pursuant to the provisions of Section 3(A), above, but less the Pre-Paid Rent), which amounts (a) shall be calculated by SELLERS, (b) described, in writing, to Escrow Agent and PURCHASER, (c) deducted by Escrow Agent from the Purchase Price and (d) paid by Escrow Agent to SELLERS (without further instruction or consent of PURCHASER); and
- (iv) SELLERS shall be entitled to terminate this Agreement and to receive and retain the Deposit as liquidated damages in full and complete settlement and payment of all of SELLERS' claims, causes of action and rights of recovery against PURCHASER for costs, expenses and damages (including consequential damages) resulting from the failure of PURCHASER to close Escrow, all other rights, remedies and recourse against PURCHASER for that breach, default or failure being hereby expressly waived by SELLERS.

22. PURCHASER's Remedies.

- (A) Termination. Notwithstanding anything in this Agreement to the contrary, the Escrow will terminate if Close of Escrow does not timely occur due to SELLERS' default in their obligation to sell and convey the Property to PURCHASER pursuant to this Agreement.
- (B) PURCHASER's Remedies. If the Escrow terminates because of the events in Section 22(A), above, then:
 - (i) PURCHASER's right to withhold payment of base rent pursuant to Section 3(A), above, shall immediately and automatically terminate, and the Lease Agreement shall automatically terminate in accordance with the provisions of Section 3(B)(ii), above (subject to any and all obligations and requirements set forth in the Lease Agreement that expressly survive the expiration or earlier termination of the Lease Agreement);
 - (ii) PURCHASER shall pay to SELLERS all amounts of outstanding base rent due and owing to SELLERS pursuant to the Lease Agreement (including all rental payments conditionally suspended pursuant to the provisions of Section 3(A), above, but less the Pre-Paid Rent), SUBJECT TO a reduction that is equal to PURCHASER's proportionate share (as a member of the SELLER group that jointly owns the Property) of the

increased costs -if any- associated with the delayed demolition of the improvements located on the Property. Specifically, if, at the time of termination of the Escrow and this Agreement, the projected costs associated with demolition of the existing improvements are anticipated to exceed \$107,000, then PURCHASER shall be entitled to withhold (and SELLERS shall forever waive the right to collect and receive from PURCHASER) that amount of unpaid base rent which is equal to fourteen percent (14%) of the difference between (a) the originally projected demolition cost of \$107,000 and (b) the updated/projected costs of demolition (as calculated at the time of termination of the Escrow and this Agreement). SELLERS shall calculate the amount of PURCHASER's proportionate share of the demolition cost increase (if any) and advise Escrow Agent and PURCHASER, in writing, regarding the amount of base rent (net of abatement) to which PURCHASER is entitled pursuant to this Section 22(B)(i). Upon receipt of this calculation, Escrow Agent shall deduct said amount from the Purchase Price and immediately pay same to SELLERS (without further instruction or consent of PURCHASER).

- (iii) PURCHASER's sole and exclusive remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event PURCHASER shall be entitled to the return of the Purchase Deposit (less the amounts paid to SELLERS pursuant to Section 22(B)(i), above, or (b) to bring a suit for specific performance provided that any suit for specific performance must be brought as to the Property within thirty (30) days of SELLERS' default, PURCHASER waiving the right to bring suit at any later date to the extent permitted by law. This Agreement confers no present right, title or interest in the Property to PURCHASER, and PURCHASER agrees not to file a lis pendens or other similar notice against the Property except in connection with, and after, the proper filing of a suit for specific performance.

23. Return of Documents. If the Escrow and transactions set forth herein terminate under Sections 5(G), 11, 14, 15(A), 20(B), 21 or 22 above, Escrow Agent shall return to the depositing Party all documents that have been placed in Escrow by the depositing Party.
24. No Broker's Commission. PURCHASER represents to SELLERS that it has not contracted with any broker or finder with regard to the transactions set forth herein, and SELLERS represent to PURCHASER that they (individually and collectively) have likewise not contracted with any broker or agent for the sale of the Property. Each Party agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fees, arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in connection with such person's conduct respecting this transaction except as set forth herein.
25. Limitation on Liability. No Party is entitled to seek or be awarded consequential, special, incidental, indirect or punitive damages in connection with the other Party's failure to perform or tender its performance of its obligations under this Agreement. Any remedies noted in this Agreement are not intended to be exclusive of other remedies that would be available upon occurrence of the events giving rise to such remedies

unless such exclusivity is expressly stated. Any remedies that are noted in this Agreement without mention of exclusivity are to be in addition to any and all other remedies available at law or in equity.

26. Notices. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by email (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Parties as follows:

If to PURCHASER:

NV Energy
6226 W. Sahara Avenue
PO Box 98910 M/S#9
Las Vegas, NV 89151
Attention: Director, Administrative and Property Services

If to SELLER:

Southern California Edison Company
Attn: Richard Fujikawa
Real Properties Department
Property Management Section
2131 Walnut Grove Avenue
GO#1, 2nd Floor
Rosemead, CA 91770
E-mail: Richad.Fujikawa@sce.com

Salt River Project
Mail Station EVS113
P.O. Box 52025
Phoenix, AZ 85072-2025
Attn: Larry G. Wilson
E-mail: Larry.Wilson@srpnet.com

Los Angeles Department of Water and Power
Attn: Marc Garcia
Real Estate Section
P.O. Box 51111, Room 1031
Los Angeles, CA 90051
E-mail: Marc.Garcia@Ladwp.com

NV Energy
6226 W. Sahara Avenue
PO Box 98910 M/S#9
Las Vegas, NV 89151
Attention: Director, Administrative and Property Services

WITH COPY TO:

Paskerian Block Martindale & Brinton, LLP
Attn: Robin C. Martindale, Esq.
16A Journey, Suite 100
Aliso Viejo, CA 92656
E-mail: rmartindale@pbmblaw.com

Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; (3) on the first business day after electronic transmission if delivered by email; (4) on the first business day after the facsimile transmission if delivered by facsimile; or (5) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its address for purposes of the Agreement by giving written notice to the other Party in the manner set forth above in this Section 26.

27. Assignment; Binding on Successors and Assigns. PURCHASER shall not assign, transfer or convey its rights or obligations under this Agreement or with respect to the Property without the prior written consent of SELLERS, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without the prior written consent of SELLERS shall be void and PURCHASER shall be deemed in default hereunder. Any permitted assignments shall not relieve the assigning party from its liability under this Agreement. Subject to the foregoing, and except as provided to the contrary herein, the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of and bind all Parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property. PURCHASER, however, may, in its sole discretion, assign this Agreement with written notice, but without the consent of SELLERS, to any affiliate, subsidiary, parent corporation or successor corporation in any merger.
28. RESERVED.
29. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and must not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified.
30. Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the

Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

31. Negotiation of Agreement. The provisions of this Agreement have been negotiated by the Parties at arm's length and with sufficient time for review and advisement by legal counsel and therefore shall not be interpreted or construed in favor of, or with prejudice against, any particular Party, but in accordance with the general tenor of the language used.
32. Integration. This Agreement represents the entire and integrated agreement between PURCHASER and SELLERS regarding the transactions set forth herein and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement, including the 2011 PSA, defined above in the Recitals section of this Agreement. Any additional or inconsistent terms and conditions set forth in any other document have no force and effect on the terms of the Agreement, unless that document amends the Agreement in compliance with Section 34, below.
33. Counterparts. This Agreement may be executed in two (2) or more counterparts. A set of counterparts containing the signatures of the Parties will have the same effect as a single Agreement containing the signatures of all Parties. Facsimiles of the signatures of the Parties will have the same effect as original signatures for purposes of enforcement of the Agreement.
34. Amendment. No amendment, change or modification of this Agreement is valid unless in writing and signed by both Parties with the same formality as this Agreement.
35. Merger. The obligations, covenants, representations, warranties and remedies set forth in this Agreement will not merge with transfer of title but will survive the Close of Escrow.
36. No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, or to complain of any act or omission on the part of another Party, no matter how long it may continue, is not (and must not be deemed) a waiver of any provisions or a Party's rights under this Agreement, unless otherwise expressly stated in a writing executed by the Party to be charged. Nor does a failure to enforce provisions, to require performance, or to complain of any act or omission in any way affect the validity of the Agreement or the right of any Party to enforce each and every provision.
37. Further Actions. In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by SELLERS or PURCHASER, SELLERS and PURCHASER hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, on the Closing Date or thereafter any and all such further acts,

deeds and assurances as PURCHASER or SELLERS, as the case may be, may reasonably require in order to consummate fully the transactions contemplated hereunder.

38. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions arising from this Agreement must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
39. Attorneys' Fees and Jury Trial Waiver. If any legal action or any arbitration or other proceeding is brought or if an attorney is retained for the enforcement of this Agreement or any portion thereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other reimbursement for the reasonable fees of attorneys and other costs (including court costs and witness fees) incurred by it, in addition to any other relief to which it may be entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment. The Parties also agree, to the extent permitted by law, to waive their rights to a trial by jury with respect to any litigation arising out of this Agreement.
40. 1099 Reporting. Escrow Agent is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Close of Escrow, to the extent required by the Internal Revenue Code and Treasury Regulations.
41. No Recording of this Agreement. This Agreement shall not be recorded in the office for the recording of deeds or in any other office or place of public record.
42. Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Las Vegas, Nevada. Unless specifically stated to the contrary, all references to days in this Agreement refer to calendar days. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
43. Survival. Except as otherwise expressly limited pursuant to the terms of this Agreement, the provisions, warranties, rights and obligations of the parties that are set forth in Sections 2, 3(A), 3(B), 5(K), 11, 15(A), 17(B), 18, 19, 20(B), 21(B), 22(B), 24, 25, 27, 35, 36, 37, 38, 38, 40, 41, 49 and 50 survive Close of Escrow, transfer of title to the Property, delivery of the Deed or (as the case may be) cancellation and termination of the Escrow and the Transaction and the other rights and obligations of the Parties under this Agreement. Those provisions, warranties, rights and obligations will not be merged into or with the Deed at Close of Escrow.

44. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns, and no third party is intended to, or shall have, any rights hereunder.
45. Time is of the Essence. Time is of the essence for this Agreement. All Parties must perform their obligations under this Agreement strictly within the required time frames.
46. Effective Date. The date on which this Agreement is signed by the last of the Parties required to sign this Agreement, as set forth next to the signatures below.
47. Commercially Reasonable Efforts. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.
48. Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.
49. Confidentiality.
- (A) Confidentiality Requirement. SELLERS and PURCHASER shall not discuss or disclose the transactions set forth herein, the contents of this Agreement or any information or documentation furnished by one Party to the other with any individual or entity who/that is not a Party to this Agreement (including the public), except:
- (i) as reasonably contemplated or required by the terms of this Agreement,
 - (ii) as may be required by applicable law or regulation,
 - (iii) in confidential internal communications between principals and employees, and in discussions with their accountants and attorneys,
 - (iv) in communications with banking and other financial representatives,
 - (v) in communications with governmental entities and their representatives, and
 - (vi) as reasonably necessary to effectively communicate with contractors for due diligence purposes.

The above restrictions do not apply to information that (a) is or becomes generally available to the public, (b) is in one Party's possession before being furnished by the other Party or (c) becomes available to a Party from a source other than the other Party or any of its representatives.

(B) Sharing of Information. Any information or documentation furnished by SELLERS to PURCHASER as contemplated in this Agreement may be disclosed to and shared with PURCHASER's accountants, attorneys, banking and other financial representatives and any requesting governmental entities.

50. No Personal Liability. Notwithstanding anything stated to the contrary herein, SELLERS' liability under this Agreement shall be limited as stated in this Agreement, and neither SELLERS (individually and collectively) nor their respective partners, directors, officers, shareholders, employees or agents shall have any personal liability hereunder.


[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, PURCHASER and SELLERS have signed this Agreement on the dates set forth below.

PURCHASER:

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV ENERGY

Dated: _____

By: 
Name: *Frank Gonzales*
Title: *VP, Electric Delivery*

SELLERS:

SOUTHERN CALIFORNIA EDISON COMPANY, a
California corporation

Dated: _____

By: _____
Name:
Title:

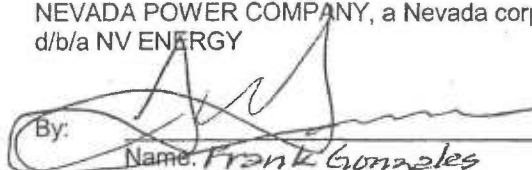
THE DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES, a department organized and
existing under the Charter of the City of Los Angeles

Dated: _____

By: _____
Name:
Title:

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV ENERGY

Dated: _____

By: 
Name: *Frank Gonzales*
Title: *VP, Electric Delivery*

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, an
agricultural improvement district organized and existing
under the laws of the State of Arizona

Dated: _____

By: _____
Name:
Title:

IN WITNESS WHEREOF, PURCHASER and SELLERS have signed this Agreement on dates set forth below.

PURCHASER:

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV Energy

Dated: _____

By: _____

Name:

Title:

SELLERS:

SOUTHERN CALIFORNIA EDISON COMPANY, a
California corporation

Dated: _____

By: _____

Name:

Title:

DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES BY BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS ANGELES

Dated: _____

By: _____

APPROVED:

RANDY S. HOWARD
Senior Assistant General Manager-
Power System

And: _____

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV ENERGY

Dated: _____

By: _____

Name:

Title:

SALT RIVER AGRICULTURAL IMPROVEMENT AND POWER
DISTRICT, an agricultural district organized and existing
under the laws of the State of Arizona

Dated: _____

By: _____

Name:

Title:

-31-

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

NOV 03 2014

BY John BeNUM
JOHN BEANUM
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, PURCHASER and SELLERS have signed this Agreement on the dates set forth below.

PURCHASER:

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV ENERGY

Dated: _____

By: _____
Name:
Title:

SELLERS:

SOUTHERN CALIFORNIA EDISON COMPANY, a
California corporation

Dated: _____

By: _____
Name:
Title:

THE DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES, a department organized and
existing under the Charter of the City of Los Angeles

Dated: _____

By: _____
Name:
Title:

NEVADA POWER COMPANY, a Nevada corporation
d/b/a NV ENERGY

Dated: _____

By: _____
Name:
Title:

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, an
agricultural improvement district organized and existing
under the laws of the State of Arizona

Dated: 07/23/2014

By: Sandra Byra
Name: Sandra Byra
Title: Director, Land Department

Exhibit "A"

Legal Description of Property

(To Be Provided)

Exhibit "A"

Exhibit "A"

Legal Description of Property

PARCEL 2 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA IN FILE 119, PAGE 0084 OF PARCEL MAPS, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA.

Exhibit "A"

Exhibit "B"

GRANT, BARGAIN AND SALE DEED

WHEN RECORDED, RETURN TO:

(Space above line for Recorder's use only)

GRANT BARGAIN AND SALE DEED

For value received and other good and valuable consideration, receipt of which is hereby acknowledged SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY, and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, collectively as "**Grantor**," does hereby grant, bargain, sell and convey to NEVADA POWER COMPANY, a Nevada corporation doing business as NV ENERGY, as "**Grantee**," the real property in the County of Clark, State of Nevada, together with all improvements lying thereon (hereinafter referred to as the "**Property**") described on Exhibit "1" hereto and incorporated herein by this reference.

SUBJECT TO:

1. All easements, rights-of-way, restrictive covenants, and mineral reservations of record, if any.
2. To have and to hold together, with any and all tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to the Property, including easements and water rights, and any reversions, remainders, rents, issues or profits thereof.

RESERVING to the City of Los Angeles a ten percent (10%) interest in all water and water rights appurtenant, whether surface or subsurface, if any, and also reserving a ten percent (10%) interest in all oil, gas, petroleum, or other mineral or hydrocarbon substances, if any, without the right to enter upon the surface of the Property for such use.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date hereinafter written.

GRANTOR:

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation

Dated: _____

By: _____

Name: _____

Title: _____

State of California)
)
County of _____)

ACKNOWLEDGMENT

On _____, 2014, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF NEVADA)

COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2014, by _____ as _____ of Nevada Power Company, a Nevada corporation d/b/a NV Energy.

Signature of Notary Public

Printed Name

Seal Area →

My Commission Expires:

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, an
agricultural improvement district organized and
existing under the laws of the State of Arizona

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)

) ss.

County of _____)

On this _____ day of _____, 2014, before me personally
appeared _____, whose identity was proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this document, and
who acknowledged that he/she signed the above/attached document.

(seal)

Notary Public

My Commission Expires:

THE DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES, a department
organized and existing under the Charter of the City
of Los Angeles

Dated: _____

By: _____
Name: _____
Title: _____

State of California)
)
County of _____)

ACKNOWLEDGMENT

On _____, 2014, before me, _____,
(here insert name and title of the officer)
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "1" TO GRANT, BARGAIN AND SALE DEED

DESCRIPTION OF THE PROPERTY

(To Be Attached)

EXHIBIT "1" TO GRANT BARGAIN AND SALE DEED

DESCRIPTION OF THE PROPERTY

PARCEL 2 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA IN FILE 119, PAGE 0084 OF PARCEL MAPS, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA.

Exhibit "B-6"

EXHIBIT "C"

NON-FOREIGN TRANSFEROR DECLARATION

Section 1445(a) of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the Department of Water and Power of the City of Los Angeles, department organized and existing under the Charter of the City of Los Angeles (hereinafter referred to as the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. The U.S. Employer Identification Number of Transferor is 95-6000736 and
3. Transferor's address is 111 North Hope Street, Los Angeles, CA 90012

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 20____.

Los Angeles Department of Water and Power, a
department organized and existing under the
Charter of the City of Los Angeles

By: _____
Marcie L. Edwards
Its: General Manager _____

And: _____
Barbara E. Moschos
Board Secretary

PARCEL MAP

A SUBDIVISION OF PARCEL FIVE AS DESCRIBED BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 26, 1986 IN BOOK 754 AS INSTRUMENT NUMBER 606206 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE

WE, SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, AS TO AN UNDIVIDED 56% INTEREST; NEVADA POWER COMPANY, A NEVADA CORPORATION D/B/A NV ENERGY WHO ACQUIRED TITLE AS NEVADA POWER COMPANY, AS TO AN UNDIVIDED 14% INTEREST; SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AN AGRICULTURAL IMPROVEMENT DISTRICT, AS TO AN UNDIVIDED 20% INTEREST; AND THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, AS TO AN UNDIVIDED 10% INTEREST, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE ATTACHED MAP. WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE PLAT AND DO HEREBY OFFER AND DEDICATE ALL THE PUBLIC FRONT-OF-WAY, STREETS AS SPECIFICALLY INDICATED AND OUTLINED HEREON TO CLARK COUNTY, NEVADA, AND ITS SUCCESSORS AND ASSIGNS, FOR THE USE OF THE PUBLIC.

SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION.

BY: E. Mestany DATE: 4/18/14
 TITLE: VP Power Production

NEVADA POWER COMPANY, A NEVADA CORPORATION D/B/A NV ENERGY.

BY: Paul Caudill DATE: 6/18/2014
 TITLE: PRESIDENT

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AN AGRICULTURAL IMPROVEMENT DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA.

BY: Sandra D. Byra DATE: 5/21/14
 TITLE: DIRECTOR, SALT RIVER PROJECT LAND DEPARTMENT

CITY OF LOS ANGELES, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA BY THE BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES.

BY: Barry Thomas DATE: 5/7/14
 TITLE: ASSISTANT GENERAL MANAGER

BY: Stevan Williams DATE: 5/7/14
 TITLE: SECRETARY, BOARD OF WATER & POWER COMMISSIONERS.

AUTHORIZED BY RESOLUTION NUMBER 013-ETB ADOPTED MAY 24, 2013
 APPROVED BY COUNCIL MARCH 3, 2014 COUNCIL FILE NUMBER (ORDINANCE) 13-0666 (182941)

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles } SS
 ON April 18, 2014 BEFORE ME, Regina K. Turner
 NOTARY PUBLIC, PERSONALLY APPEARED Regina B. Martinez

FOR SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

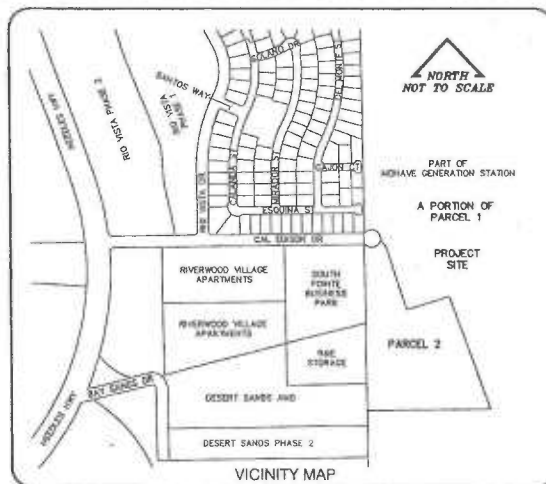
WITNESS MY HAND AND OFFICIAL SEAL.
 SIGNATURE: Regina K. Turner
 MY COMMISSION EXPIRES ON April 12, 2016

ACKNOWLEDGMENT

STATE OF NEVADA }
 COUNTY OF CLARK } SS
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 6/18/2014

BY PAUL CAUDILL, AS PRESIDENT, FOR NEVADA POWER COMPANY, A NEVADA CORPORATION D/B/A NV ENERGY.

Donna Ruckhoff
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
 MY COMMISSION EXPIRES ON 10/29/2015



ACKNOWLEDGMENT

STATE OF ARIZONA }
 COUNTY OF Maricopa } SS
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 21, 2014
 BY Sandra D. Byra, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AN AGRICULTURAL IMPROVEMENT DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA.
Michelle N. Gidd
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
 MY COMMISSION EXPIRES ON September 29, 2017

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles } SS
 ON May 7, 2014 BEFORE ME, REYNAN L. LEDESMA, NOTARY PUBLIC, PERSONALLY APPEARED
GARY WONG AND BARBARA E. MOSCHOS FOR CITY OF LOS ANGELES, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
 WITNESS MY HAND AND OFFICIAL SEAL.
 SIGNATURE: Reynan L. Ledesma
 MY COMMISSION EXPIRES ON July 19, 2014

LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) AND THE NORTH HALF (N 1/2) OF THE SOUTH HALFS (S 1/2) OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M.,
 ALSO SHOWN AS PARCEL FIVE AS DESCRIBED BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 26, 1986 IN BOOK 754 AS INSTRUMENT NUMBER 606206 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.
 CONTAINING 481.46 ACRES

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX, NRS 278.5695

SURVEYOR'S CERTIFICATE

I, BRIAN S. BILLINGSLEY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR NV ENERGY, INC., CERTIFY THAT:
 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF NEVADA POWER COMPANY D/B/A NV ENERGY.
 2) THE LANDS SURVEYED LIE WITHIN SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON 7/20/2014.
 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
 4) THE MONUMENTS INDICATED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



COUNTY SURVEYOR'S CERTIFICATE

I, JAMES L. MARLETT JR., COUNTY SURVEYOR FOR CLARK COUNTY, NEVADA, DO HEREBY CERTIFY:
 THAT ON THIS 27th DAY OF September, 2014, I DID EXAMINE THIS PARCEL MAP AND THAT IT IS TECHNICALLY CORRECT, AND DO FURTHER CERTIFY THAT I HAVE APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC, ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION SHOWN HEREON.

ZONING ADMINISTRATOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ZONING ADMINISTRATOR, AS DESIGNATED BY THE BOARD OF COUNTY COMMISSIONERS, APPROVED THIS MAP ON BEHALF OF CLARK COUNTY ON THE 28th DAY OF August, 2014.
Stevan Williams
 ZONING ADMINISTRATOR

FURTHER TO N.R.S. 278.468, THIS MAP MUST BE RECORDED BY August 28, 2015

BASIS OF BEARINGS

NORTH 00°35'00" WEST BEING THE BEARING OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, IN FILE 103, PAGE 40 OF SURVEYS.

REFERENCE MAPS

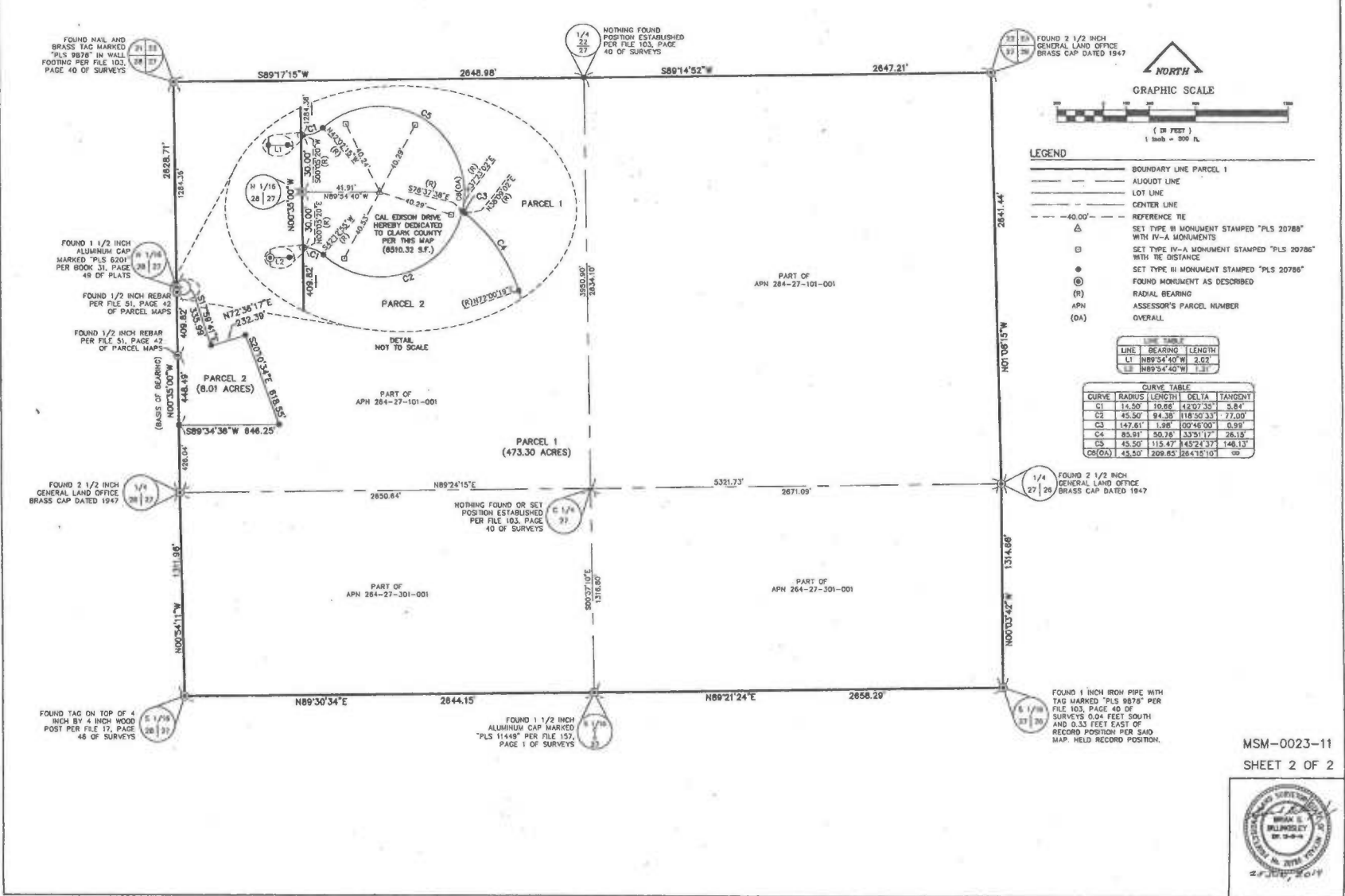
BOOK 31, PAGE 40 OF PLATS
 FILE 51, PAGE 42 OF PARCEL MAPS
 FILE 17, PAGE 48 OF SURVEYS
 FILE 103, PAGE 40 OF SURVEYS
 FILE 157, PAGE 1 OF SURVEYS

MSM-0023-11
 SHEET 1 OF 2

PARCEL MAP A PORTION OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA		INSTRUMENT NO. <u>01540</u> OFFICIAL RECORDS BOOK NO. <u>20140912</u> FILED AT THE REQUEST OF NV ENERGY DATE <u>9/12/14</u> AT <u>2:16</u> FILE <u>119</u> PAGE <u>0084</u> OF PARCEL MAPS CLARK COUNTY, NEVADA RECORDS DEPARTMENT, RECORDS FILE # <u>34</u> DEPUTY <u>COJ</u>
NV ENERGY PROPERTY SERVICES P.O. BOX 98910 LAS VEGAS, NV 89161-0051 6226 WEST SAHARA AVENUE LAS VEGAS, NV 89146 (702) 402-5000 nvenergy.com	PROJECT ID: 0010002468 DATE: 20 MAR 2014 BY: SLD	

PARCEL MAP


A SUBDIVISION OF PARCEL FIVE AS DESCRIBED BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 26, 1966 IN BOOK 754 AS INSTRUMENT NUMBER 606206 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 27, TOWNSHIP 32 SOUTH, RANGE 68 EAST, M.D.M., CLARK COUNTY, NEVADA



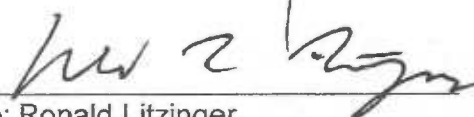
Southern California Edison

INCUMBENCY CERTIFICATE

I, Ronald Litzinger, President of Southern California Edison, doing business as Southern California Edison, a California Corporation (the "Company"), do hereby certify that the following officer is duly elected, qualified and acting officer of the Company, holding the office set forth below, and that the signature set opposite his name is the true and correct signature of said officer:

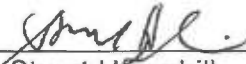
<u>Name</u>	<u>Title</u>	<u>Signature</u>
Enrique Martinez	Vice President, Power Production	

Dated as of May 28, 2014

By: 
Name: Ronald Litzinger
Title: President

I, Stuart Hemphill, Senior Vice President of Power Supply and Acting Chief Financial Officer of the Company, hereby certify that Ronald Litzinger is the President and the signature appearing above is his genuine signature.

Dated as of May 28, 2014

By: 
Name: Stuart Hemphill
Title: Senior Vice President Power
Supply and Acting Chief Financial
Officer

See attached notary certificate

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th day of May 2014, by

(1) Enrique Martinez
(Name of Signer)

proved to me on the basis of satisfactory evidence to be the person who appeared before me, and

(2) Ronald Litzinger
(Name of Signer)

proved to me on the basis of satisfactory evidence to be the person who appeared before me, and

(3) Stuart Hemphill
(Name of Signer)

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Lisa A. Smith

Signature of Notary Public

