

[On LADWP letterhead]

\_\_\_\_\_, 201\_

Salt River Project Agricultural  
Improvement and Power District  
Mail Station PAB221  
P.O. Box 52025  
Phoenix, AZ 85072-2025

Re: Irrevocable Voting Agreement Regarding NGS Co-Tenancy and Participation Agreements

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase and Sale Agreement, dated as of \_\_\_\_\_, 201\_, by and between 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, California ("LADWP") and Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("SRP", and together with LADWP, the "Parties"), as amended or supplemented from time to time (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Purchase Agreement or the Navajo Project Co-Tenancy Agreement, dated as of March 23, 1976, among LADWP, SRP, Arizona Public Service Company, NV Energy, Tucson Electric Power Company and the United States of America, as amended or supplemented from time to time (the "NGS Co-Tenancy Agreement") or the Navajo Project Participation Agreement, dated as of September 30, 1969, among the same parties to the NGS Co-Tenancy Agreement, as amended or supplemented from time to time (the "NGS Participation Agreement"), as applicable.

In connection with the Closing under the Purchase Agreement that occurred on \_\_\_\_\_, SRP has acquired the NGS Assets formerly owned by LADWP with respect to the Navajo Generating Station, but LADWP has retained the NGS Transmission Assets, as those terms are defined more fully in the Purchase Agreement. In connection therewith, LADWP remains a Participant and Co-Tenant pursuant to the NGS Co-Tenancy Agreement and the NGS Participation Agreement with respect to the NGS Transmission Interests, but it seeks to transfer to SRP and its successors and assigns all of its voting rights solely in respect of the NGS Assets, including its voting right solely with respect to the NGS Assets as member of the Coordinating Committee, the Auditing Committee and the Station Engineering and Operating Committee, and any of their respective subcommittees, (collectively, the "Committees"). Accordingly, the Parties have agreed to enter into this Irrevocable Voting Agreement (this "Agreement") to transfer those voting rights from LADWP to SRP.

Unless otherwise agreed to by the Parties in writing, LADWP hereby transfers and assigns all of its rights to vote on, approve, consent to and otherwise authorize (collectively, to "Vote") any and all matters presented to the Participants, the Co-Tenants, or any of the

Committees solely with respect to the NGS Assets (but excluding such rights to the extent related to the NGS Transmission Interests) on or after the date of this Agreement. In the event any matter which involves both the NGS Assets and the NGS Transmission Assets is submitted to the Participants, Co-Tenants or Committee members for a Vote, the Parties will seek the right to Vote their respective interests separately, but if the Vote cannot be separated for any reason, the Parties shall agree on the Vote in a manner to protect each Party's respective interests in the Vote. If the Parties are unable to agree, the Parties shall resolve the dispute in accordance with Section 11.10 of the Purchase Agreement. To the extent that LADWP has, pursuant to the Committees, the NGS Co-Tenancy Agreement or the Participation Agreement, a right to Vote on any matter that solely affects the NGS Assets, it shall permit SRP to Vote that matter in its place, or if not permitted by Law or contract, LADWP agrees to Vote as instructed by SRP on that matter.

The grant of Vote pursuant to this Agreement is a significant portion of the consideration received by SRP in exchange for the purchase of the NGS Assets and accordingly it is coupled with an interest and is irrevocable. Similarly, the grant of Vote pursuant to this Agreement would not have occurred but for the purchase of the NGS Assets and accordingly if the transfer of the NGS Assets from LADWP to SRP is voided or unwound after Closing for whatever reason, this Agreement would automatically terminate without any further force or effect.

This Agreement serves a limited purpose to provide the grant of Vote to SRP until such time as the NGS Co-Tenancy Agreement is amended, in form and substance reasonably satisfactory to both SRP and LADWP, to expressly permit the separate voting rights of SRP with respect to the NGS Assets and LADWP with respect to the NGS Transmission Assets, at which time this Agreement shall automatically terminate.

The provisions of Articles 1 and 11 of the Purchase Agreement shall apply to this Agreement as if set forth in full herein, *mutatis mutandis*.

[Signature pages follow]

The undersigned parties have signed below to indicate their agreement to be bound by the terms and conditions of this Agreement effective as of the date first written above.

Very truly yours,

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Name: Marcie L. Edwards  
Title: General Manager  
Date:  
And: \_\_\_\_\_

Barbara E. Moschos, Board Secretary

ACCEPTED and AGREED:

**SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT  
AND POWER DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

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

MAY 13 2015

BY \_\_\_\_\_  
VAUGHN MINASSIAN  
DEPUTY CITY ATTORNEY