

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into 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 ("Assignor") and Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("Assignee").

On [•], 201_, Assignor and Assignee executed an Asset Purchase and Sale Agreement (as amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement").

Pursuant to the terms and conditions of the Purchase Agreement, and for the consideration specified in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor desires to assign, transfer and deliver (a) the NGS Assets, including with respect to NGS, the Owned Real Property, the Leased Real Property, the Easements, the Equipment, the Supplies, the Assigned Contracts, the Licenses, unexpired warranties, the Prepayments, the Intellectual Property and all other NGS Assets to be assigned and described in Section 2.1 and the related schedules of the Purchase Agreement (collectively, the "Assigned Assets"), and (b) the NGS Assumed Liabilities, and Assignee is willing to assume the Assigned Assets and NGS Assumed Liabilities, upon the terms and conditions set forth herein.

Capitalized terms not otherwise defined herein shall have the respective meanings provided in the Purchase Agreement.

Assignor and Assignee hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers all of its right, title and interest in and to the Assigned Assets and the NGS Assumed Liabilities to Assignee and Assignee's successors and assigns.
2. Effective as of the date hereof, Assignee hereby accepts that sale, conveyance, assignment, transfer and delivery of all of the Assignor's right, title and interest in and to the Assigned Assets and the NGS Assumed Liabilities by Assignor and assumes the Assigned Assets and the NGS Assumed Liabilities and agrees to pay, perform and discharge the NGS Assumed Liabilities when due.
3. Notwithstanding any other term of this Agreement, Assignor is not assigning or transferring, and Assignee is not assuming or agreeing to pay, perform or discharge, any liabilities or obligations of Assignor other than the Assigned Assets and the NGS Assumed Liabilities.
4. This Agreement is subject to and shall be interpreted in accordance with the terms and conditions of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. Certain of the Assigned Assets and the NGS Assumed Liabilities may require the consent of third parties to any assignment. The execution of this Agreement shall not be interpreted, and is not intended to be interpreted, as any action taken by Assignor that would be contrary to the terms and conditions of any Contract or License requiring the consent of any third party to that assignment.

6. All notices and other communications hereunder shall be as set forth in the Purchase Agreement.

7. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties.

8. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by that Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall the waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

9. This Agreement, together with the Purchase Agreement (including any exhibits, schedules and appendices), constitute the entire agreement between the Parties hereto with respect to the subject matter contained herein. Except as otherwise provided in paragraph 4 of this Agreement, this Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter.

10. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. Notwithstanding anything in this Agreement to the contrary, no action, suit or other proceeding may be maintained against Assignor unless notice and presentment of that claim shall have been given in accordance with the procedural laws of the State of California and the City of Los Angeles.

11. Each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any suit, action or proceeding arising out of or relating to this Agreement, and agrees that any suit, action or proceeding arising out of this Agreement or any judgment obtained as a result thereof shall be brought and prosecuted exclusively in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, (ii) submits to the in personam jurisdiction of those courts and waives and agrees not to assert in any proceeding before the court, by way of motion, as a defense or otherwise, any claim that it is not subject to the in personam jurisdiction of that court, and (iii) waives any objection that it may

now or hereafter have to the laying of venue in any suit, action or proceeding arising out of or relating to this Agreement brought in those courts and any claim that the suit, action or proceeding brought in those courts has been brought in an inconvenient forum.

12. The Parties agree to the dispute resolution procedures set forth on Appendix 11.10(c) of the Purchase Agreement.

13. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement.

14. Assignor and Assignee each hereby covenants and agrees, without further consideration, to execute and deliver other instruments of sale, transfer, conveyance, assignment and confirmation, provide materials and information and take other actions and execute and deliver other documents as the other Party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

15. The rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; except that, from and after the Closing, Assignee may assign its rights and obligations hereunder in connection with a sale of all or substantially all of Assignee's interests in NGS or of the assets related thereto. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto, their permitted successors-in-interest and permitted assignees, any Person benefiting from the indemnities provided herein), any benefits, rights or remedies under or by reason of this Agreement.

16. This Agreement may be executed in two or more original, counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile, e-mail or similar means and delivery shall be effective upon that transmission as if an original had been delivered.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of date first written above.

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

MAY 13 2015

BY

VAUGHN MINASSIAN
DEPUTY CITY ATTORNEY

And:

Barbara E. Moschos
LADWP Board Secretary

ASSIGNOR:

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

By: _____

Name: Marcie L. Edwards

Title: General Manager

Date:

ASSIGNEE:

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, a
political subdivision of the State of Arizona

By: _____

Name:

Title: