

BILL OF SALE

[•], 201_

KNOW ALL PERSONS BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Asset Purchase and Sale Agreement, dated as of [•], 201_ (as amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), 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"), LADWP has granted, bargained, sold, assigned, conveyed, transferred, delivered and set over unto and by these presents does hereby grant, bargain, sell, assign, convey, transfer, deliver and set over unto SRP and its successors and assigns, without representation or warranty, express or implied, except as expressly set forth in the Purchase Agreement, all right, title and interest of LADWP in and to the NGS Assets including with respect to NGS, all buildings, fixtures and improvements, if any, including all construction work-in-progress, located on the Owned Real Property, Leased Real Property or Easements, the Equipment, the Supplies, the Licenses, books, records, plans, drawings, instruction manuals and similar items located at a Site, unexpired warranties, the Prepayments and all other personal property included in the NGS Assets to be conveyed to SRP, as described in Section 2.1 and the related schedules of the Purchase Agreement (collectively, the "Personal Property").

All capitalized terms not otherwise defined herein shall have the respective meanings provided in the Purchase Agreement. In the event of any conflict between the terms and conditions of this Bill of Sale and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

TO HAVE AND TO HOLD all right, title and interest in and to the Personal Property hereby granted, bargained, sold, assigned, conveyed, transferred, delivered and set over unto SRP, its successors and assigns for SRP's own use and benefit forever.

This Bill of Sale shall be governed by and construed and enforced in accordance with the internal Laws of the State of Arizona without giving effect to the principles of conflicts of Law thereof.

If any term or other provision of this Bill of Sale is held to be invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, then that term or provision shall be severed from the remaining terms and provisions of this Bill of Sale, and the remaining terms and provisions shall nevertheless remain in full force and effect.

This Bill of Sale shall bind and inure to the benefit of SRP and LADWP and their respective successors and assigns.

LADWP agrees that it shall execute and deliver or cause to be executed and delivered from time to time instruments, documents, agreements, consents, and assurances and take other

actions as SRP may reasonably request for LADWP to more effectively to sell, assign, convey, transfer and deliver the Personal Property to SRP.

IN WITNESS WHEREOF, each of LADWP and SRP has caused this instrument to be duly executed as of the date first written above.

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

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

MAY 19 2015

BY


VAUGHN MINASSIAN
DEPUTY CITY ATTORNEY

By: _____

Name: Marcie L. Edwards

Title: General Manager

Date:

And: _____

Barbara E. Moschos, Board Secretary

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

By: _____

Name:

Title: