

ASSET PURCHASE AGREEMENT

by and between

LAS VEGAS POWER COMPANY, LLC,

as Seller,

and

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

as Purchaser

dated as of October 17, 2013

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of October 17, 2013 is made and entered into by and between LAS VEGAS POWER COMPANY, LLC, a Delaware limited liability company ("Seller") and SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a California joint powers agency and a public entity organized under the laws of the State of California ("Purchaser").

RECITALS

WHEREAS, one of Purchaser's Members, the City of Los Angeles acting by and through the Department of Water and Power, a California municipal corporation ("LADWP"), issued a 2012 Request for Proposals for Replacement Combined Cycle Facilities the "RFP"; and

WHEREAS, Seller is the owner of a nominally-rated 531 MW natural gas combined cycle facility located in Clark County, Nevada (as further described in Exhibit A, the "Facility");

WHEREAS, on August 30, 2012, Seller responded to LADWP's RFP;

WHEREAS, Purchaser and LADWP have entered into contractual arrangements pursuant to which Purchaser has agreed to facilitate the transactions contemplated hereunder, and, following negotiations, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Purchased Assets (as defined herein), as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made in this Agreement and of the mutual benefits to be derived from such promises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I. DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Acceptable LC Issuer" means Wells Fargo Bank, N.A., Citibank N.A. or a financial institution whose long-term unsecured debt is rated at least "A-" by S&P and "A3" by Moody's and which is acceptable to LADWP.

"Act" means all of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq.

"Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership, trust or limited liability company, means direct or indirect

ownership of more than fifty percent (50%) of the voting securities in such corporation or of the voting interest in a partnership or limited liability company or of the beneficial interests in a trust. For purposes of this definition, any reference to an Affiliate of Purchaser shall include any Purchaser's Member.

"Agency Action" means any notice of violation, complaint, order, consent order, consent agreement, assessment of a fine or penalty or other similar demand for action brought by a Governmental Authority having the requisite authority and jurisdiction to bring such action.

"Agreement" has the meaning set forth in the introductory paragraph to this Agreement.

"ALTA Survey" means the ALTA survey listed on Schedule 1.01(c).

"Assignment Agreement" has the meaning set forth in Section 2.04(a)(iii).

"Assigned Facility Contracts" has the meaning set forth in Section 3.06(b).

"Assumed Liabilities" has the meaning set forth in Section 2.07.

"Bill of Sale" has the meaning set forth in Section 2.04(a)(ii).

"Books and Records" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, ledgers, journals, title policies, supplier lists, regulatory filings, data and plans, technical documentation (as-built drawings, design specifications or diagrams, functional requirements, operating instructions, logic manuals, flow charts, etc), user documentation (installation guides, original equipment manufacturer maintenance documents and technical information letters, user manuals, training materials, release notes, working papers, etc.), operating records and reports, internal and external correspondence and other documents relating to the operation of the Facility (including correspondence with contractors, customers, suppliers, vendors and the like), and other similar materials that, in all such cases, are directly related to the Purchased Assets, in whatever form (including electronic formats) and in the possession of Seller and its Affiliates, and in each case excluding (a) documents subject to attorney-client privilege, (b) documents relating to any sale process of the Facility, and (c) price curves, power curves or other similar information of Seller or its Affiliates which is proprietary to Seller or its Affiliates.

"Brown Act" has the meaning set forth in Section 9.01.

"Business Day" means a day other than Saturday, Sunday or any day that is declared to be an official holiday in the City of Los Angeles, California.

"CERCLA" means the federal Comprehensive Environmental Response, Compensation and Liability Act.

"Charter Documents" means with respect to any Person other than Purchaser or a Purchaser Member, the certificate or articles of incorporation, organization or formation and by-laws, the limited partnership agreement, the partnership agreement or the operating or limited liability company agreement, equityholder agreements and/or other organizational and governance documents of such Person, including those that are required to be registered or kept

in the place of incorporation, organization or formation of such Person and which establish the legal personality of such Person.

“Claim” means any written demand, claim, action, legal proceeding (whether at law or in equity) or arbitration.

“Claim Deductible” has the meaning set forth in Section 8.03(d).

“Closing” has the meaning set forth in Section 2.03.

“Closing Date” means the date on which the Closing occurs.

“Closing Permitted Encumbrances” means any Existing Encumbrances other than Liens relating to any Indebtedness or which otherwise secure any form of debt on the Facility, including any Liens arising under section (g) of the definition of “Existing Encumbrances.”

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means the Confidentiality Agreement between Southern California Public Power Authority and LS Power Equity Advisors, LLC, dated May 9, 2013.

“Contract” means any written or oral agreement, understanding, lease, license, option, guaranty, warranty, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, binding bid, letter of credit, loan agreement or other contract, commitment or undertaking of any kind.

“CPRA” has the meaning set forth in Section 9.01.

“Data Room” means the IntraLinks® datasite of Seller in the folder named “Apex Dataroom.”

“Dispute” has the meaning set forth in Section 9.06.

“Dispute Notice” has the meaning set forth in Section 9.06.

“Environment” means soil, land, surface and subsurface strata, surface waters (including navigable and nonnavigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (indoor air), plant and animal life, and any other environmental medium or natural resource.

“Environmental Conditions” means the presence of Hazardous Substances which have been Released into the Environment or the presence of Hazardous Substances that would reasonably be expected to pose a threat of Release of Hazardous Substances into the Environment in violation of Environmental Law.

“Environmental Laws” means all laws, statutes, regulations, ordinances (including common law), Orders, injunctions, judgments, directives, policies or rules of any Governmental Authority of competent jurisdiction governing or relating to pollution or protection of human health or the Environment, including: (i) those providing liability in connection with or imposing

cleanup, investigatory or remediation obligations relative to any Release or threatened Release of Hazardous Substances; and (ii) those otherwise relating to any environmental aspect of the manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, transport or handling of Hazardous Substances.

“Escrow Agent” means Chicago Title or such other Person that is mutually acceptable to the Parties.

“Escrow Agreement” means that certain Escrow Agreement dated as of even date herewith among the Parties and the Escrow Agent.

“Excluded Assets” means, notwithstanding any other provision of this Agreement, the following:

(a) cash, certificates of deposit and other bank deposits, treasury bills and other cash equivalents or other investments, on hand or in bank accounts, and all of Seller’s bank accounts, intercompany accounts and accounts receivable;

(b) accounts and notes receivable relating to any period prior to the Closing Date;

(c) all refunds or credits, if any, of Taxes due to or from Seller and (i) accrued prior to the Closing or that are otherwise applicable to a Pre-Closing Tax Period or (ii) which otherwise cannot be assigned by Law;

(d) all corporate, financial and Tax records of Seller that (i) do not relate in whole or in part to the Facility, (ii) relate solely to any Excluded Asset, (iii) relate solely to any Excluded Liability, (iv) relate to the organization, existence, capitalization or debt financing of Seller, (v) relate to information about Seller or its Affiliates, other than the Financial Statements, or (vi) do not constitute Books and Records;

(e) Seller’s insurance policies and any proceeds relating thereto; and

(f) the assets identified as “Excluded Assets” in Schedule 1.01(d).

“Excluded Liabilities” has the meaning set forth in Section 2.08.

“Execution Date” means the date upon which each of Seller and Purchaser have executed and delivered this Agreement.

“Existing Encumbrances” means (a) mechanic’s, materialmen’s, workmen’s, repairmen’s and similar Liens arising in the Ordinary Course with respect to any amounts not yet due and payable or which (i) are being contested in good faith through appropriate proceedings or (ii) have been bonded; provided, that in either case, the Facility, including the Real Property, is not reasonably likely to become subject to forfeiture or sale during the pendency of any such proceeding; (b) Liens for Taxes not yet due and payable or which are being contested in good faith through appropriate proceedings; provided, that no portion of the Facility including the Real Property is reasonably likely to result in sale or forfeiture during the pendency of such proceedings; (c) in the case of Real Property, all such items and matters as are disclosed on the

title commitment and ALTA survey listed on Schedule 1.01(c); (d) Liens and other matters disclosed on Schedule 1.01(c) hereto, (e) zoning, entitlement, conservation restriction and other land use and environmental regulations by any Governmental Authority; (f) Liens caused by, created by, or existing as a result of, or pursuant to, this Agreement, or otherwise approved or consented to by Purchaser in writing; (g) Liens relating to any Indebtedness; (h) the purchase money Liens set forth in Schedule 1.01(c); and (i) any other Lien or encumbrance of record.

“Extended Survival Termination Date” has the meaning set forth in Section 8.01.

“Facility” has the meaning set forth in the recitals to this Agreement.

“Final Adjustment” has the meaning set forth in Section 2.06(h).

“Financial Statements” means unaudited balance sheet of Seller as of December 31, 2012, and the related statements of income of Seller for the fiscal years ending 2010, 2011 and 2012.

“Fixtures and Equipment” means the fixtures, equipment (including major equipment such as combustion turbines, steam turbine, air-cooled condenser, heat-recovery steam generators, transformers and other auxiliaries; certain balance of plant equipment; storage tanks; and the Generator Interconnection Facilities), furniture, office equipment, communications equipment, fixtures, furnishings, machinery and mobile equipment, vehicles, computers, air conditioning ventilation and heating equipment and control stations, heavy lifting equipment such as forklifts and cranes and other tangible personal property located on the Real Property and owned by Seller in connection with the operation of the Facility.

“Funding” has the meaning set forth in Article VI.

“GAAP” means generally accepted accounting principles in the United States of America.

“Generator Interconnection Facilities” means the equipment and facilities owned, operated and maintained by Seller, as designated under the heading “Generator Interconnection Facilities” in Appendix A of the Interconnection and Operation Agreement between Nevada Power Company and Mirant Las Vegas, LLC (predecessor to Seller), effective July 1, 2001, and as further described in Exhibit A.

“Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any state, county, city or other political subdivision or similar governing entity, and including any governmental, quasi-governmental or non-governmental body administering, regulating or having general oversight over water, gas, electricity, power or other markets, including NERC and WECC, and excluding Purchaser and LADWP.

“Hazardous Substance” means any substance, material or waste presently listed, defined or classified as a pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, hazardous material, extremely hazardous waste, restricted hazardous waste, toxic waste under any applicable Environmental Law, including asbestos, presumed asbestos-containing material,

asbestos-containing material, petroleum, petroleum products, polychlorinated biphenyls, or urea formaldehyde.

“Indebtedness” means any of the following: (a) any indebtedness for borrowed money; (b) any obligations evidenced by bonds, debentures, notes or other similar instruments; (c) any obligations to pay the deferred purchase price of property or services, except trade accounts payable and other liabilities arising in the Ordinary Course; (d) any obligations as lessee under capitalized leases; (e) any obligations, contingent or otherwise, under acceptance, letters of credit or similar facilities; and (f) any guaranty of any of the foregoing.

“Indemnified Party” has the meaning set forth in Section 8.05.

“Indemnifying Party” has the meaning set forth in Section 8.05.

“Independent Accountants” has the meaning set forth in Section 2.02(d).

“Intellectual Property” means patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, know-how, proprietary rights and proprietary information, including rights under patent applications, inventions, improvements, firmware, computer programs, computer applications, operating programs, other programs, software, designs, technology, system documentation and instructions, and engineering, construction and other drawings, including, in each case, all applications, issuances and registrations with respect thereto.

“Intellectual Property Assets” has the meaning set forth in Section 3.13(a).

“Intellectual Property Licenses” has the meaning set forth in Section 3.13(c).

“Interim Period” means the period of time from the Execution Date until the earlier to occur of (x) the Closing Date and (y) termination of this Agreement.

“Joint Powers Agreement” means the “Southern California Public Power Authority Joint Powers Agreement” entered into pursuant to the provisions of the Act, among Purchaser and Purchaser’s members, dated as of November 1, 1980, as amended or modified from time to time.

“Knowledge” means (i) in the case of Seller, the actual knowledge (as opposed to any constructive or imputed knowledge) of the individuals listed on Schedule 1.01(a), and (ii) in the case of Purchaser, the actual knowledge (as opposed to any constructive or imputed knowledge) of the individuals listed on Schedule 1.01(b); provided that lack of Knowledge by an individual listed in Schedule 1.01(a) or Schedule 1.01(b) shall only be claimed to the extent such individual has exercised “reasonable due inquiry” with respect to the matter in question, which requires, as to each individual listed on Schedule 1.01(a) and Schedule 1.01(b), that such individual has (1) reviewed this Agreement, (2) reviewed the Schedules hereto, and (3) as to each individual listed on Schedule 1.01(a), such individual has reviewed such records and consulted with such employees of Seller, its Affiliates, Operator and General Electric International, Inc. (but no other third parties) as would reasonably be expected to have information relating to the item(s) in question.

“LADWP” has the meaning set forth in the recitals to this Agreement.

“LADWP Governing Bodies” has the meaning set forth in Section 5.06(b).

“Launch Date” has the meaning set forth in Article VI.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Authority.

“Liabilities” means any and all direct or indirect liability, obligation, commitment, expense, Claims, Loss, damage, indebtedness, principal, interest, penalty, guaranty or endorsement of any type, absolute or contingent, known or unknown, accrued or unaccrued, absolute or contingent, due or to become due, liquidated or unliquidated.

“Lien” means any security interest, pledge, mortgage, lien, charge, encumbrance, conditional sale agreement, title retention contract, right of first refusal, option to purchase, proxy, voting trust or voting agreement or any similar interest.

“Loss” or “Losses” means any and all judgments, liabilities, amounts paid in settlement, awards, damages, fines, penalties, deficiencies, losses and expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any Claim, default or assessment).

“LTSA” means the Long Term Service Agreement, dated as of June 14, 2004 by and between Seller and General Electric International, Inc., as amended by the First Amendment thereto and the Letter Notice Exercising Effectiveness Option Under Amendment 1.

“Made Available” means that an item has been posted to the Data Room at least ten (10) Business Days prior to the occurrence of the Execution Date, provided that, if less than ten (10) Business Days prior to the occurrence of the Execution Date Seller posts any item to the Data Room in response to a written request by Purchaser, such item shall be deemed “Made Available” hereunder.

“Material Adverse Effect” means any results, occurrences, facts, changes, events or effects occurring on or after the Execution Date that, individually or in the aggregate, have a material adverse effect on the Purchased Assets or the operations or business of the Facility, provided, however, that the term Material Adverse Effect shall not include any result, occurrence, fact, change, event or effect resulting from: (a) conditions affecting the national or regional electric generating, transmission or distribution systems; (b) conditions affecting the national or regional wholesale or retail markets for electric power or natural gas; (c) conditions in markets for commodities or supplies, including electric power, natural gas or fuel and water, as applicable, used in connection with the Purchased Assets; (d) any change in market design or pricing or with respect to transmission; (e) any engagements of hostilities, acts of war or terrorist activities or changes imposed by a Governmental Authority associated with additional security; or (f) without limiting the rights granted to Purchaser, and the discretion given to LADWP pursuant to Section 5.06(b), any change in the financial condition or results of operation of Purchaser or Purchaser’s Members, including changes to the credit rating of Purchaser or Purchaser’s Members. Any result, occurrence, fact, change, event or effect that is cured to Purchaser’s reasonable satisfaction prior to the Closing Date shall not be considered a Material Adverse Effect.

"Material Contract" means the following described Contracts applicable to the Facility:

- (i) Contracts for the future purchase, exchange or sale of natural gas or oil;
- (ii) Contracts for the future purchase, exchange, transmission or sale of electric power in any form, including energy, capacity or any ancillary services;
- (iii) Contracts for the future transportation of natural gas or oil;
- (iv) other than Contracts of the nature addressed by clauses (i) through (iii) above, Contracts relating to the future provision of material goods or services;
- (v) interconnection Contracts;
- (vi) other than Contracts of the nature addressed by clauses (i) through (iii) above, Contracts (A) for the purchase or sale of any Purchased Asset or that grant a right or option to purchase or sell any Purchased Asset, other than in each case Contracts relating to Purchased Assets or services with a nominal value of less than \$50,000 individually or \$250,000 in the aggregate and (B) for the provision or receipt of any services or that grant a right or option to provide or receive any services, other than in each case Contracts relating to services with a nominal value of less than \$50,000 individually or \$250,000 in the aggregate;
- (vii) Contracts under which Seller has created, incurred, assumed or guaranteed any outstanding Indebtedness, or under which it has imposed a security interest on any Purchased Asset, tangible or intangible, which security interest secures outstanding Indebtedness, and in all cases, such Indebtedness would remain outstanding following the Closing;
- (viii) collective bargaining Contracts or employment Contracts;
- (ix) outstanding futures, swap, collar, put, call, floor, cap, option or other Contracts that are intended to benefit from or reduce or eliminate the risk of fluctuations in interest rates or the price of commodities, including electric power, in any form, including energy, capacity or any ancillary services, natural gas, oil or securities;
- (x) real property leases, easements or rights of way, or ground leases for the Real Property, or any Contract for the acquisition or disposition of Real Property;
- (xi) any partnership, limited partnership, limited liability company, joint venture, strategic alliance or similar Contract (other than Seller's Charter Documents);
- (xii) any Contract whereby Seller has made or has an obligation to make an investment in or loan to any other Person or assumed any liability or obligation of any Person;
- (xiii) any Contract that grants the other party or any third party "most favored nation" status other than in the Ordinary Course;
- (xiv) Intellectual Property Licenses; and

(xv) to the extent not included under any of items (i) through (xiv) above, the Assigned Facility Contracts.

“Moody’s” means Moody’s Investor Services, Inc., and its successors.

“NERC” means North American Electric Reliability Corporation and any successor.

“Notifying Party” has the meaning set forth in Section 9.06.

“NPC Refund Amount” shall be the amount of any refund from Nevada Power Company for payments under the Transmission Service Agreements received by Purchaser after Closing that relate to Pre-Closing periods, which amount, if the NPC Refund Amount is not known at Closing, shall be deemed zero for purposes of the Prorations Adjustment in Section 2.06; provided that, notwithstanding the amount being unknown and deemed zero at the time of Closing, Purchaser shall be obligated to remit the NPC Refund Amount to Seller when the same is received in accordance with Section 2.06(g).

“O&M Agreement” has the meaning set forth in Section 3.06(d).

“Operating Records” means monthly operating reports, LTSA operating reports, GE operational assessment reports, borescope inspection reports, hot gas path and major inspection reports, gas turbine and steam turbine outage reports, inventories of Supplies, and GADS reports, it being understood that the operations logs that are prepared each shift, chemistry records, environmental records, performance reports, maintenance records, and other training records are too voluminous and not practicable to upload to the Data Room.

“Operator” means Wood Power Group Operations (West), Inc.

“Order” means any final, non-appealable award, decree, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority, or by any arbitrator.

“Ordinary Course” means the ordinary and normal course of Seller’s conduct of business consistent with past practice employed by Seller.

“Pacific Prevailing Time” means the local time in Los Angeles, California.

“Parts List” has the meaning set forth in the definition of “Replacement and Spare Parts.”

“Party” or “Parties” means Purchaser, on the one hand, and Seller, on the other hand.

“Permits” has the meaning set forth in Section 3.05(b).

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“Post-Closing Tax Period” means any Tax period ending after the Closing Date.

“Pre-Closing Date” shall mean the date immediately preceding the date upon which the Closing Date shall occur, which shall be determined by Purchaser following the execution of a purchase and sale agreement with the purchasers of the bonds in connection with the Funding.

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date.

“Prorations” has the meaning set forth in Section 2.06.

“Prorations Adjustment” has the meaning set forth in Section 2.06(e).

“Purchase Price” has the meaning set forth in Section 2.02(a).

“Purchase Price Allocation Schedule” has the meaning set forth in Section 2.02(b).

“Purchased Assets” means the assets, properties, rights and interest of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, and wherever situated), and any goodwill related thereto, operated, owned or leased by Seller or its Affiliates that Seller has a contractual right to use, in each case for the operations of the Facility, including the Real Property, Fixtures and Equipment, Supplies, Replacement and Spare Parts, Intellectual Property Assets, Assigned Facility Contracts, Warranties, Permits and Books and Records, but specifically excluding the Excluded Assets.

“Purchaser” has the meaning set forth in the introductory paragraph to this Agreement.

“Purchaser Approvals” has the meaning set forth in Section 4.03(c).

“Purchaser Indemnitees” has the meaning set forth in Section 8.02(a).

“Purchaser Third Party Indemnity Claims” has the meaning set forth in Section 8.02(a).

“Purchaser’s Board” means the Board of Directors of Purchaser.

“Purchaser’s Determination” has the meaning set forth in Section 2.06(f).

“Purchaser’s Member” means any member of Purchaser that has entered into the Joint Powers Agreement.

“Purchaser’s Project Agreements” has the meaning set forth in Section 5.06(b).

“Real Property” has the meaning set forth in Section 3.07(a).

“Recipient Party” has the meaning set forth in Section 9.06.

“Release” or “Released” means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration or migration, whether intentional or accidental, authorized or unauthorized, into the environment or into or out of any property.

“Replacement and Spare Parts” means the replacement and spare parts identified in the Maximo list dated August 12, 2013 (the “Parts List”) that was Made Available to Purchaser,

which (a) excludes those replacement and spare parts that are (1) specifically provided to Seller under the LTSA, and (2) consumed prior to Closing in the Ordinary Course, and (b) includes any replacement and spare parts that are replaced prior to Closing in the Ordinary Course.

"Representatives" means the officers, directors, managers, employees, limited liability company members, limited and general partners, counsel, accountants, financial advisers or consultants and other agents of a Person and its Affiliates.

"RFP" has the meaning set forth in the recitals to this Agreement.

"S&P" means Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc., and its successors.

"Schedule" or "Schedules" means one or more of the disclosure schedules attached hereto.

"Seller" has the meaning set forth in the introductory paragraph to this Agreement.

"Seller Approvals" has the meaning set forth in Section 3.03(b).

"Seller Guarantor" means Broadway Gen Funding, LLC, a Delaware limited liability company.

"Seller Guaranty" has the meaning provided in Section 2.04(a)(vi).

"Seller Indemnitees" has the meaning set forth in Section 8.02(b).

"Seller Letter of Credit" has the meaning provided in Section 2.04(a)(xi).

"Seller Third Party Indemnity Claims" has the meaning set forth in Section 8.02(b).

"Supplemental Disclosure" has the meaning set forth in Section 9.05.

"Supplies" means those supplies, and inventories (including chemicals, calibration gases and consumables) for the Facility, but excluding Replacements and Spare Parts, that are owned by Seller or any of its Affiliates as of the Closing Date.

"Support Obligations" has the meaning set forth in Section 5.12.

"Survival Termination Date" has the meaning set forth in Section 8.01.

"Tax" or "Taxes" means any foreign, United States federal, state or local net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, personal property (tangible and intangible), real property (including general and special assessments), value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty or addition thereto.

"Tax Proceeding" has the meaning set forth in Section 5.03(b).

“Tax Returns” means any return, report or similar statement required to be filed with respect to any Taxes, including any information return, claim for refund, amended return and declaration of estimated Tax.

“Termination Date” has the meaning set forth in Section 7.01(b)(i).

“Title Insurance” has the meaning set forth in Section 2.04(a)(vii).

“Transfer Taxes” means all transfer, sales, use, goods and services, value added, documentary, recording, stamp duty, gross receipts, excise, and conveyance Taxes and other similar Taxes, duties, fees or charges.

“Transmission Service Agreements” means the (a) Service Agreement for Long-Term Firm Point-to-Point Transmission Service (Service Agt. No. 98-A2), dated April 22, 2008, by and between Nevada Power Company and Seller, and (b) Service Agreement for Long-Term Firm Point-to-Point Transmission Service (Service Agt. No. 99-A2), dated April 22, 2008, by and between Nevada Power Company and Seller.

“Warranties” means all rights of Seller under or pursuant to all third-party warranties, representations and guarantees made by manufacturers and suppliers in connection with the Purchased Assets or services furnished to Seller pertaining to the Facility and which are not embedded within the terms and conditions of a Contract.

“Water Agreement Amendment” has the meaning set forth in Section 2.04(a)(viii).

“WECC” means Western Electricity Coordinating Council and any successor.

Section 1.02 Construction.

(a) All Article, Section, Subsection, Schedule and Exhibit references used in this Agreement are to Articles, Sections, Subsections, Schedules and Exhibits to this Agreement unless otherwise specified. The Exhibits and Schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes, provided that, in the event of any conflict between any of the provisions of such Exhibits or Schedules and any of the provisions of this Agreement, the provisions of this Agreement shall control.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “includes” or “including” shall mean “includes without limitation,” “including without limitation,” or “including, but not limited to” and the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Section or Article in which such words appear. The words “shall” and “will” shall have the same meaning and be of equal force and effect. Any reference to a Law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder. Currency amounts referenced herein are in U.S. Dollars.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(d) Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that in the event an ambiguity of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption shall arise favoring either Party by virtue of the authorship of any provisions of this Agreement.

ARTICLE II. PURCHASE AND SALE; CLOSING

Section 2.01 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, the Purchased Assets, but not the Excluded Assets, and Purchaser shall assume the Assumed Liabilities, but not the Excluded Liabilities, on and subject to the terms and conditions set forth in this Agreement.

Section 2.02 Purchase Price.

(a) The aggregate purchase price to be paid by Purchaser to Seller shall be \$295,000,000 (the "Purchase Price"). Following the Closing, to the extent any Transfer Taxes are due and owing, Seller shall be solely liable for and shall pay all Transfer Taxes imposed by reason of the transfer of the Purchased Assets as provided hereunder, and any deficiency, interest or penalty asserted with respect thereto under applicable Laws, and Seller shall provide Purchaser with evidence satisfactory to Purchaser that such Transfer Taxes have been paid by Seller.

(b) Within ninety (90) days after the Closing, Seller shall provide to Purchaser a schedule setting forth a proposal for an allocation of the Purchase Price pursuant to Code Section 1060 (a "Purchase Price Allocation Schedule"). Within thirty (30) Business Days after its receipt of Seller's proposed Purchase Price Allocation Schedule, Purchaser shall propose to Seller any changes thereto, or otherwise shall be deemed to have agreed thereto. If Purchaser proposes changes to Seller's proposed Purchase Price Allocation Schedule within the thirty (30) Business Day period described above, Purchaser and Seller shall cooperate in good faith to mutually agree upon a revised Purchase Price Allocation Schedule as soon as practicable.

(c) Each of Purchaser and Seller agrees and acknowledges that each shall (and shall cause its Affiliates to) report the transactions contemplated by this Agreement to the applicable Taxing Authorities consistent with the Purchase Price Allocation Schedule mutually agreed upon pursuant to Section 2.02(b) or as determined pursuant to Section 2.02(d), and that neither Seller nor Purchaser shall, absent mutual written agreement, challenge or dispute the allocations set forth in the agreed upon Purchase Price Allocation Schedule. The Purchase Price Allocation Schedule shall be revised to take into account subsequent adjustments to the Purchase Price, including any indemnification payments (which shall be treated for Tax purposes as

adjustments to the Purchase Price), as mutually agreed upon by the Parties and in accordance with the provisions of Section 1060 of the Code and the Treasury Regulations thereunder.

(d) If the Parties are unable to agree on the Purchase Price Allocation Schedule pursuant to Section 2.02(b) or any subsequent adjustment to the Purchase Price Allocation Schedule pursuant to Section 2.02(c), the Parties shall refer such dispute to a firm of independent public accountants that is mutually acceptable to Purchaser and Seller (the "Independent Accountants"), which firm shall make a final and binding determination as to all matters in dispute with respect to purchase price allocation (and only such matters) on a timely basis and shall promptly notify the Parties in writing of its resolution. The Independent Accountants shall not have the power to modify or amend any term or provision of this Agreement. Each Party shall bear and pay one-half of the fees and other costs for services rendered by the Independent Accountants pursuant to this Section 2.02(d).

Section 2.03 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Escrow Agent, Chicago Title of Nevada, Inc., at 9075 W. Diablo Drive, #100, Las Vegas, Nevada 89148, immediately following the satisfaction or waiver by the applicable Party of all of the conditions to the Closing set forth in Article VI.

Section 2.04 Funding Deliveries by Seller to Purchaser. At any time prior to the Funding, Seller shall deliver, or cause to be delivered, the following items:

(a) to the Escrow Agent, which shall be released to Purchaser pursuant to the Escrow Agreement upon the occurrence of the Closing:

(i) a certificate of an authorized representative of Seller as of the Launch Date that each of the items in Section 6.01(a) through (e) are true and correct as of the Launch Date;

(ii) an executed original of a Bill of Sale substantially in the form attached hereto as Exhibit B (the "Bill of Sale");

(iii) an executed original Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit C (the "Assignment Agreement");

(iv) an executed original Grant, Bargain and Sale Deed substantially in the form attached hereto as Exhibit D;

(v) an affidavit executed and to be dated as of the Closing Date, in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Seller (or, in the case of a Seller that is a disregarded entity, its owner for federal income Tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code);

(vi) a guaranty (the "Seller Guaranty") by the Seller Guarantor of the obligations of Seller under this Agreement in the form attached hereto as Exhibit E;

(vii) a commitment by Chicago Title to issue an extended coverage ALTA owner's policy of title insurance based upon the ALTA Survey, including such reasonable endorsements as Purchaser may require (provided that the endorsements set forth on Schedule 1.01(c) are deemed sufficient by Purchaser), insuring Purchaser in the amount of the Purchase Price, that title to the Real Property (in fee, leasehold and/or easement, as applicable) is vested in Purchaser, subject only to those exceptions that are Closing Permitted Encumbrances in accordance with the procedure set forth in Section 5.11 (the "Title Insurance");

(viii) (A) an executed original of an Energy Sales Agreement by and between Purchaser and Silver State Energy Association regarding the purchase of standard off-peak electric energy and (B) that certain Consent to Assignment and Amendment No. 2 to Agreement to that certain Water Agreement dated June 5, 2001, as amended on November 14, 2005, executed by and among Seller, Purchaser, the Las Vegas Valley Water District and, for limited purposes, Silver State Energy Association (the agreements in subclauses (A) and (B), collectively, the "Water Agreement Amendment");

(ix) a State of Nevada Declaration of Value Form executed by Seller;

(x) payoff letters (executed but with their effectiveness contingent upon Closing) and appropriate termination statements under the Uniform Commercial Code, and such other documents and instruments (including consents and waivers) as may be reasonably requested by Purchaser, evidencing the extinguishment or termination of all security interests (other than Closing Permitted Encumbrances) in the Purchased Assets;

(xi) a letter of credit (the "Seller Letter of Credit") issued by an Acceptable LC Issuer substantially in the form attached hereto as Exhibit G; and

(xii) payment to Purchaser in an amount equal to the lesser of (1) the annual premium for an all-risk property insurance policy to be obtained by Purchaser, or (2) Two Hundred Fifty Thousand Dollars (\$250,000).

(b) To the Purchaser, the Books and Records; provided that, to the extent the Books and Records are located at the Facility, they shall be deemed delivered at Closing (other than the Operating Records, which shall be Made Available to Purchaser), and provided further, that accounting and similar records shall be delivered promptly following Closing.

Section 2.05 Deliveries by Purchaser to Seller.

(a) Prior to the Closing Date, Purchaser shall deliver, or shall cause to be delivered, to Escrow Agent, which shall be released to Seller upon the occurrence of the Closing:

(i) an executed original of the Assignment Agreement; and

(ii) an executed original of the Water Agreement Amendment.

(b) At the Closing, Purchaser shall deliver, or shall cause to be delivered, to Seller, a wire transfer of immediately available funds in an aggregate amount equal to the Purchase Price.

Section 2.06 Prorations. The prorations between Seller and Purchaser (the "Prorations") shall be made as follows:

(a) All Taxes and assessments on the Purchased Assets for all prior years and all current year Taxes and assessments that are due and payable on or before the Closing shall have been paid in full by Seller on or before the Closing, other than those being contested in good faith pursuant to appropriate proceedings. All general real estate, personal property and ad valorem Taxes and assessments for the current year only shall be prorated as of the Closing Date on the basis of the most recent available information (but subject to adjustment pursuant to Section 2.06(c)), as adjusted by any known changes relating to the period during which the Closing occurs, but without any adjustment resulting from the sale of the Purchased Assets under this Agreement. For illustrative purposes, and for avoidance of doubt, all Nevada real estate, personal property and ad valorem Taxes for the fiscal year 2013/2014 shall cover the Tax period beginning July 1, 2013 and ending June 30, 2014 and shall be prorated accordingly.

(b) The Prorations Adjustment shall be calculated in accordance with and as set forth in Schedule 2.06(b) and Section 2.06(e).

(c) For purposes of calculating the Prorations, Purchaser shall be entitled to the income accruing to Seller and responsible for the Losses and expenses accruing to Seller, in each case for the entire day upon which the Closing occurs. All such Prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon a 365-day year. The amount of such Prorations shall be subject to adjustment in cash after the Closing, as and when more complete and accurate information becomes available, in accordance with Section 2.06(e). Seller and Purchaser agree to cooperate and use commercially reasonable efforts to make such Prorations not later than sixty (60) days after the Closing Date (which cooperation may include any reasonable inspection of Seller's books and records). To the extent the actual fiscal year Taxes are not final by the end of such sixty (60) day period, the most current final fiscal year Taxes shall be used for an estimated proration and the Parties will true-up to the current fiscal year Taxes once such Taxes are finalized. At least three (3) Business Days prior to the anticipated Closing Date, Seller shall deliver to Purchaser a tentative statement of Prorations setting forth the preliminary determination of all items to be prorated pursuant to this Section 2.06 and supported by all detail reasonably necessary to make such determination. With respect to any Proration calculation done for purposes of amount paid on the Closing Date, prior to the Closing, Purchaser and Seller shall use commercially reasonable efforts to agree on such statement of Prorations (subject to adjustment pursuant to Section 2.06(e)).

(d) Seller shall promptly remit to Purchaser any payments received by it or any of its Affiliates after the Closing Date in connection with any of the Purchased Assets, and Purchaser shall promptly remit to Seller any payments received by it or any of its Affiliates after the Closing Date in connection with any of the Excluded Assets.

(e) The "Prorations Adjustment" shall be calculated as of the Closing Date and shall be equal to: (i) the sum of (1) prepaid expenses (but excluding prepaid insurance premiums) and (2) the NPC Refund Amount, minus (ii) the sum of (1) third-party accounts payable and (2) accrued expenses. Notwithstanding the foregoing, the Prorations Adjustment shall only include items that are Purchased Assets and Assumed Liabilities and shall specifically exclude (i) Tax assets or Liabilities, (ii) the items set forth in Section 2.06(a), (iii) any Excluded Assets or Excluded Liabilities, (iv) any Indebtedness or other Liabilities which will be satisfied by Seller or its Affiliates prior to or on the Closing Date in accordance with this Agreement, and (v) any Liabilities that have otherwise been paid by Seller or any of its Affiliates. The Prorations Adjustment calculation shall be made as of the Closing Date in accordance with the methodology set forth above (an example of which is provided in Schedule 2.06(b)) and otherwise in accordance with the Seller's past accounting practices. Any calculations not expressly set forth herein shall otherwise be in accordance with GAAP.

(f) Notwithstanding Section 2.06(c), Purchaser shall calculate and deliver to Seller written notice of its determination of the Prorations Adjustment with reasonable and sufficient supporting documentation within thirty (30) days after the Closing ("Purchaser's Determination"). If Seller objects to Purchaser's Determination, then Seller shall provide Purchaser written notice thereof within fifteen (15) days after receipt thereof. If the Parties are unable to agree on the Prorations Adjustment within sixty (60) days after the Closing Date, the Parties shall refer resolve such dispute in accordance with the procedure and parameters set forth in Section 2.02(d), except that the fees, expenses and costs of the Independent Accountants in connection with such review and report shall be borne by Seller, on the one hand, and by Purchaser, on the other hand, based upon the percentage that the amount not awarded to such Party bears to the amount actually contested by such Party.

(g) If the NPC Refund Amount is determinable at Closing, then Purchaser shall, within five (5) Business Days after the NPC Refund Amount is agreed or determined, pay Seller the NPC Refund Amount by wire transfer of immediately available funds to an account designated by Seller. If the NPC Refund Amount is not determinable at Closing, Purchaser shall calculate and deliver to Seller written notice of its determination of the NPC Refund Amount with reasonable and sufficient supporting documentation within thirty (30) days of receipt thereof by Purchaser. If Seller objects to the calculation by Purchaser, then Seller shall provide Purchaser written notice thereof within fifteen (15) days after receiving such calculation. If the Parties are unable to agree on the NPC Refund Amount within sixty (60) days after receipt of refund by Purchaser, the Parties shall refer such dispute to the Independent Accountants to be determined in accordance with the parameters set forth in Section 2.02(d).

(h) If the Prorations Adjustment after final determination as agreed between the Parties or as determined by the Independent Accountants in accordance with this Section 2.06 (the "Final Adjustment") is a positive number, then Purchaser shall pay Seller within five (5) Business Days after all amounts are agreed or determined by wire transfer of immediately available funds to an account designated by Seller the amount of the Final Adjustment. If the Final Adjustment is a negative number, then Seller shall pay Purchaser within five (5) Business Days after all amounts are agreed or determined by wire transfer of immediately available funds to an account designated by Purchaser the absolute value of the amount of the Final Adjustment.

Section 2.07 Assumed Liabilities. At the Closing, Purchaser shall assume only the Liabilities and obligations relating to the Purchased Assets set forth in Schedule 2.07 (collectively, the "Assumed Liabilities").

Section 2.08 Excluded Liabilities. Anything in this Agreement to the contrary notwithstanding, except for the Assumed Liabilities, Purchaser shall not assume, and shall not be deemed to have assumed, and shall have no Liability with respect to, any Liabilities or obligations related to the Purchased Assets for the period prior to the Closing (such Liabilities and obligations other than the Assumed Liabilities, collectively, the "Excluded Liabilities").

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as of the Execution Date and as of the Closing Date:

Section 3.01 Organization and Qualification. Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the state of Delaware. Seller is duly qualified or licensed to do business in each other jurisdiction where the actions required to be performed by it under this Agreement makes such qualification or licensing necessary.

Section 3.02 Authority. Seller has all requisite limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary limited liability company action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally, or by general equitable principles regardless of whether considered in a proceeding at law or in equity.

Section 3.03 No Conflicts; Consents and Approvals. The execution and delivery by Seller of this Agreement does not, and the performance by Seller of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) Conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Charter Documents of Seller;

(b) Subject to obtaining all required filings, approvals, consents, authorizations and notices set forth on Schedule 3.03(b) (collectively, "Seller Approvals"), (i) violate or result in a default (or give rise to any right of termination, cancellation or acceleration) under any Material Contract to which Seller is a party, or require any notice under any Material Contract to which Seller is a party or by which it is bound or to which any of its assets is subject, or (ii) result in the imposition of any Lien (other than a Closing Permitted Encumbrance) upon any of the Purchased Assets.

(c) Assuming all Seller Approvals have been made, obtained or given, (i) violate or breach any Law or writ, judgment, Order or decree applicable to Seller, (ii) require

any consent or approval of any Governmental Authority under any Law applicable to Seller, or (iii) require the consent or approval of any other third party except where any such violation or breach or the failure to obtain any such consent or approval would not, in the aggregate, have a Material Adverse Effect.

Section 3.04 Litigation. Except as disclosed on Schedule 3.04, as of the date hereof there are no Claims pending or, to the Knowledge of Seller, overtly threatened against Seller or the Facility (or any of the Purchased Assets, including the Real Property) before any Governmental Authority or any arbitrator, and there are no existing Orders, writs, injunctions, judgments or decrees of any court, arbitrator, tribunal or other Governmental Authority against Seller which, if determined adversely, would prohibit or restrain the consummation of the transactions contemplated hereby, or encumber the Facility, the Facility Assets, or all or any portion thereof.

Section 3.05 Compliance with Laws; Permits.

(a) Except (i) as disclosed on Schedule 3.05(a) and (ii) with respect to Environmental Laws (as to which all representations and warranties are set forth in Section 3.10) and laws relating to Taxes (as to which all representations and warranties are set forth in Section 3.12), the operation of the Facility is not in material violation of any Law, and the Facility is operating in material compliance with applicable Laws.

(b) Schedule 3.05(b) sets forth the permits, licenses, franchises, concessions, consents, authorizations, approvals, registrations, filings or similar acts of or made with any Governmental Authority that are necessary for the current operation of the Facility in material compliance with Laws (the "Permits") except for any Permit required under Environmental Laws (which Permits are listed in Schedule 3.10(b)). All Permits required by Law and necessary for the operation of the Facility as currently operated by Seller have been obtained, are currently in effect, and are final and non-appealable, and, to Seller's Knowledge, except as set forth in Schedule 3.05(b), are transferrable to Purchaser other than any requirement of a third party consent. Seller's operations at the Facility and in connection with the Purchased Assets are in material compliance with all of the requirements of such Permits, and as of the Closing, Seller is not in possession of, and to the Knowledge of Seller, there is no reasonable basis for the issuance of, any written notice of violation or other notification from any Governmental Authority or from any other Person alleging that Seller has committed any act, or failed to act, in any manner or under any circumstance that would reasonably be expected to preclude continued operation of the Purchased Assets by Seller as currently conducted under any of the Permits. Seller has Made Available to Purchaser true and complete copies of each Permit, together with all amendments thereto. No suspension, cancellation or termination of any such Permit is, to Seller's Knowledge, threatened or imminent.

Section 3.06 Contracts.

(a) Seller has Made Available to Purchaser true and complete copies of all Material Contracts.

(b) Schedule 3.06(b) sets forth a list of all Contracts (including all Intellectual Property Licenses) for the Facility to which Purchaser has agreed to take assignment upon the

Closing (the "Assigned Facility Contracts"), which list excludes any Contracts with respect to which Purchaser will not be bound or have liability after the Closing, and any Contracts with respect to which none of the Purchased Assets will be bound or have liability after the Closing.

(c) Except as set forth on Schedule 3.06(c) hereto, each Assigned Facility Contract is in full force and effect, and is a legal, valid and binding obligation of Seller and, to the Knowledge of Seller, the other parties thereto, enforceable against Seller, and, to the Knowledge of Seller, the other parties thereto, in all material respects in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether considered in a proceeding at law or in equity.

(d) Neither Seller nor, to the Knowledge of Seller, any other party, is, or, except as disclosed in Schedule 3.06(d), has previously been, in default in the performance or observance of any material term, condition, or provision of any Assigned Facility Contract, including (i) the Operation and Maintenance Agreement dated February 12, 2007, by and between LS Power Acquisition CO I, LLC and Operator (as assigned to Seller as of August 1, 2007), and Letter Confirming Extension of Operation and Maintenance Agreement for a Three Year Term dated February 12, 2013 (collectively, the "O&M Agreement") and (ii) the LTSA, and no act or omission on the part of Seller or, to the Knowledge of Seller, any other party, has occurred or is occurring with respect to any Assigned Facility Contract that has resulted or would, with lapse of time or action by a third party, result in such a default under any Assigned Facility Contract to which Seller is a party or by which it is bound or to which any of its assets or property is subject.

Section 3.07 Real Property.

(a) Schedule 3.07(a) describes all real property, or any interest therein, owned in whole or in part (and states the names of the owners, the nature of their affiliation with Seller and their respective ownership percentages in any partially-owned Real Property) by Seller or leased, used or occupied in connection with the operation of the Facility, including any easements, rights of way, licenses, encroachment or occupancy permits, or similar interests (as set forth on Schedule 3.07(a), the "Real Property"). Except as described on Schedule 3.07(a), there is no real property other than the Real Property owned, leased, used or occupied by Seller in connection with the ownership and operation of the Facility. Other than as set forth in Schedule 3.07(a), and except for encumbrances arising under subsections (a), (b), (e) and (f) of the definition of "Existing Encumbrances," Seller has Made Available to Purchaser true and complete copies of the documents evidencing the rights in the Real Property, as well as any certificates of occupancy and completion for the Real Property, a copy of all special or conditional use permits, and any variances, waivers of development standards, development agreements, and off-site improvements agreements granted with respect to the Real Property pursuant to applicable zoning laws or ordinances, and resolutions. Seller has Made Available to Purchaser the most recent existing surveys for the Real Property.

(b) Except for Existing Encumbrances set forth on Schedule 1.01(c), Seller has good and marketable title to the Real Property attributed to it on Schedule 3.07(a) and, to Seller's Knowledge and subject to the Existing Encumbrances, there is no unrecorded Lien,

easement, right-of-way agreement, license, lease (including leases of minerals, geothermal resources, and/or oil and gas), sublease, occupancy agreement, or like instrument burdening the Real Property. Seller has not received any written condemnation notice from any Governmental Agency or entity with the private right of eminent domain with respect to the Real Property that remains unresolved as to which Seller has not given notice to Purchaser and there is no pending or, to the Knowledge of Seller, threatened condemnation of any portion of the Real Property. Seller is in compliance in all material respects with all applicable easements, covenants and similar restrictions affecting the Real Property.

(c) The Real Property consisting of land and the Real Property consisting of property improvements constitute a single, separate parcel for real estate tax assessment purposes.

(d) No portion of the Real Property or the Facility has been classified under any designation under applicable Law to obtain a special ad valorem tax rate or receive either an abatement or deferment of Taxes that may result in any catch-up or other deferred Taxes, or result in the payment of a penalty in the event such special status is terminated.

(e) Seller has not received notice of any, and to the Knowledge of Seller there are no, pending or proposed special assessments affecting any of the Real Property or the Facility or any proposed or pending public or private improvements that may give rise to any special assessments affecting the Real Property or the Facility.

(f) No offer of dedication has been made to any Governmental Authority that is binding on Seller or the Real Property to dedicate any of the Real Property.

(g) Seller has not received notice of any, and to the Knowledge of Seller there is no, actual or threatened curtailment, cancellation or suspension of any utility service, except in accordance with the terms of such service (e.g. force majeure).

(h) There are no environmental, zoning or other land use regulation proceedings, either pending, or to Seller's Knowledge, threatened, or instituted, that, if determined adversely against Seller would encumber the Facility, the Facility Assets or all or any portion thereof.

Section 3.08 Employee Benefit Plans. Seller does not have and in the last five (5) years has not had any employees, and Seller does not maintain or contribute to, and has not in the last five (5) years maintained or contributed to, any pension, profit-sharing, deferred compensation, bonus, stock, option, share, appreciation right, severance, group or individual health, dental, medical, life, insurance, survivor benefit or similar plan, policy or arrangement for the benefit of any director, officer, consultant or employee, whether active or terminated, of Seller.

Section 3.09 Labor and Employment Matters; Independent Contractors.

(a) Except as set forth in Schedule 3.09(a), there are no (a) collective bargaining agreements or other labor agreements to which Seller is a party or by which it is bound, (b) material unfair labor practice complaints against Seller, pending or, to the Knowledge of Seller, threatened in writing before the National Labor Relations Board or any state or local agency with respect to Seller, (c) pending or, to the Knowledge of Seller, threatened in writing

labor strikes or other material labor troubles affecting Seller, or (d) material labor grievances pending against Seller.

(b) Schedule 3.09(b) sets forth a list of all independent contractors who have performed services for the Facility during the twelve (12) months immediately prior to the Execution Date, including a description of such services performed.

Section 3.10 Environmental Matters. Except as set forth in Schedule 3.10:

(a) There are no pending or outstanding, or, to Seller's Knowledge, threatened, Agency Actions concerning the Facility or the Real Property with respect to a material violation of Environmental Laws applicable to Seller, the Facility or the Real Property, or Seller's ownership, operation (including the undertaking of any construction, reconstruction, or modification work) and use of the Facility. Seller is, and at all times since May 1, 2007 has been, and has owned and operated the Facility since May 1, 2007, in material compliance with all applicable Environmental Laws. There are no writs, injunctions, decrees, Orders or judgments outstanding, or any notices, orders, actions, suits, proceedings or investigations pending or threatened involving Seller relating to (i) its alleged violation of any Environmental Laws with respect to any of the Purchased Assets or any other asset owned by Seller or in which it has an interest in connection with the Facility, or (ii) the Release of any Hazardous Substances at the Real Property requiring remediation.

(b) All Permits required by Environmental Laws and necessary for the operation of the Facility as currently configured and as operated by Seller, which are listed in Schedule 3.10(b), have been obtained and are currently in full force and effect. Seller's operations of the Facility at the Real Property are in material compliance with all of the requirements of such Permits, and Seller is not in possession of any current written notice of material violation or other notification from any Governmental Authority or from any other Person alleging that Seller has committed any act, or failed to act, in any manner or under any circumstance that would preclude continued operation of the Facility under any of these Permits.

(c) Seller has Made Available to Purchaser true and complete copies of the Permits listed in Schedule 3.10(b), all material notices and inquiries from any Governmental Authority received by Seller relating to the Environmental Conditions at, upon or beneath the Facility or the Real Property regardless of whether such Environmental Conditions were caused by or arose from Seller's ownership or operation of the Facility.

(d) Each of the Purchased Assets and Seller is in material compliance with all Environmental Laws.

(e) Since May 1, 2007, and, to the Knowledge of Seller, previously, Hazardous Substances have not been generated, used, treated or stored on, or transported to or from, any of the Real Property in material violation of Environmental Laws.

(f) There is no asbestos contained in or forming any part of any building, building component, structure or other asset that is part of the Purchased Assets, and no asbestos is or has been stored, disposed of or otherwise been present at the Real Property or on or in any of the Purchased Assets, and Seller does not have any current liability for asbestos in connection with the use, operation, renovation or demolition of any of the Purchased Assets.

(g) Since May 1, 2007, and to the Knowledge of Seller, previously, there has been no Release or threatened Release of Hazardous Substances by Seller or any party under the reasonable control of Seller, and to Seller's Knowledge, there has been no Release or threatened Release of Hazardous Substances by any other party at, on, under or from any of the Real Property or at, on, under or from any property adjoining any of the Real Property, other than in compliance in all material respects with applicable Environmental Laws.

(h) Since May 1, 2007, and to the Knowledge of Seller, previously, in connection with its ownership and operation of the Purchased Assets, Seller has disposed of all wastes, including those containing any Hazardous Substances, in material compliance with all applicable Environmental Laws, and since May 1, 2007, and, to the Knowledge of Seller, previously, Seller has not received any notice or demand letter from any Person claiming Seller is liable for any on- or off-site Release or threatened Release of Hazardous Substances in material violation of Applicable Environmental Law.

(i) Seller has Made Available to Purchaser all material reports, surveys, studies, correspondence, investigations, tests and environmental sampling and analyses (whether commissioned by Seller or otherwise) in its possession concerning the wildlife, cultural resources, natural resources and the Environmental Condition of the Purchased Assets, Hazardous Substances in, on and under the Real Property, and Seller's compliance with applicable Environmental Laws in the operation of the Facility, the use of the Purchased Assets, or otherwise.

(j) Seller has not received any written notification that it is a potentially responsible party under CERCLA or any similar state Environmental Law, including any such request or notification with respect to any of the Purchased Assets, or that the Real Property is proposed to be listed or is listed on the National Priorities List under CERCLA or any similar state Environmental Law requiring environmental investigation or cleanup.

Section 3.11 Insurance.

(a) Seller has Made Available to Purchaser a true and complete list of the primary or excess policies of insurance covering the Facility and its operations, and any of the Purchased Assets, as of the date hereof, all of which are set forth on Schedule 3.11(a).

(b) From May 1, 2007 through the date hereof, other than as set forth in Schedule 3.11(b), no Claim under any of the insurance policies listed in Schedule 3.11(a) has been made, nor have any Losses been suffered, including first-party property damage Claims or Claims "incurred but not reported," that have not been filed or settled under Seller's property insurance policies. Neither Seller, nor to Seller's Knowledge, any Affiliate or agent of Seller, has failed to give, in a timely manner, any notice required under any of the insurance policies listed in Schedule 3.11(a) to preserve its rights thereunder with respect to the Facility or the Purchased Assets following any Claims occurring on or following May 1, 2007.

Section 3.12 Taxes.

(a) There are no Liens for Taxes on any of the Purchased Assets, except for Existing Encumbrances.

(b) The Purchased Assets do not include any equity interest in any corporation or other entity.

(c) Seller has filed or caused to be filed with the appropriate Governmental Authorities all Tax Returns and reports relating to Seller required to be filed on or before the Closing Date and all such Tax Returns were correct and complete in all material respects.

(d) Seller has not received any notice from any Governmental Authority of any outstanding Claims or assessments with respect to any Tax relating to the Purchased Assets and no such Claim is pending or is presently being asserted in writing against the Seller or with respect to any of the Purchased Assets.

(e) Seller knows of no proposed Tax assessment against the Purchased Assets that is not being actively contested by it in good faith and by appropriate proceedings.

(f) Seller has timely paid all Taxes shown to be due on such Tax Returns referenced in Section 3.12(c), all Tax assessments received by Seller with respect to the Purchased Assets (other than those being contested in good faith and pursuant to appropriate proceedings) and all Taxes that have or may become due and payable under applicable Law by Seller with respect to the Purchased Assets with respect to all periods or portions thereof ending on or prior to the Closing Date.

(g) Seller is not a party to any pending Tax audit, investigation, action or proceeding with any Governmental Authority, and, to Seller's Knowledge, there is no threatened audit, investigation, action or proceeding by any Governmental Authority with respect to any of the Purchased Assets. Seller has not received written notice of any Claim by any Governmental Authority in any jurisdiction where it does not file Tax Returns or pay Taxes that it is or may be subject to Tax by that jurisdiction.

(h) Seller has timely withheld and timely paid all Taxes that are required to have been withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor or other Person.

Section 3.13 Intellectual Property.

(a) Seller is the part or sole owner of certain Intellectual Property necessary to own, operate and maintain the Facility and the Purchased Assets as currently operated (collectively, the "Intellectual Property Assets"). Schedule 3.13(a) sets forth all of the Intellectual Property Assets that are registered, issued or subject to a pending application for registration or issuance.

(b) There are no Claims, and, to Seller's Knowledge, there is no basis for any Claim, challenging (i) Seller's title, ownership or rights in, or (ii) the scope, validity or enforceability of any of the Intellectual Property Assets or Intellectual Property Licenses (as defined below).

(c) Seller is a licensee of or holds rights to certain third-party Intellectual Property, which licenses or rights are necessary to own, operate and maintain the Facility and the Purchased Assets, in combination with the Intellectual Property Assets, as currently operated

(collectively, the “Intellectual Property Licenses”). Schedule 3.13(c) lists all of the Intellectual Property Licenses.

(d) Neither Seller nor any of its employees have infringed, or caused any other Person to infringe, directly or contributorily, upon any third-party Intellectual Property in Seller’s ownership and operation of the Facility and the performance of Seller’s obligations under this Agreement. The mere purchase of the Purchased Assets by Purchaser on the Closing Date as contemplated by this Agreement shall not cause the Purchaser to infringe, directly or contributorily, upon any third-party Intellectual Property or upon Seller’s Intellectual Property.

Section 3.14 PUHCA. Seller is an “Exempt Wholesale Generator” within the meaning of the Public Utility Holding Company Act of 2005.

Section 3.15 Brokers. Neither Seller nor any of its officers, directors, employees, shareholders or Affiliates has employed or made any agreement with any broker, finder or similar agent or any Person, or has any Liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement, and no such Person is entitled to receive any brokerage commission or other similar payment with respect to the Purchased Assets for which Purchaser or any of its Affiliates could become liable or obligated.

Section 3.16 Financial Statements. Seller has delivered to Purchaser the Financial Statements. Each of the Financial Statements was prepared from the books and records kept by Seller and fairly presents the financial position of Seller for the periods then ended in accordance with GAAP, subject to the absence of a statement of cash flows and footnote disclosures. No financial statements of any Person other than Seller are required to be included in the Financial Statements.

Section 3.17 Liabilities. Seller has no material liabilities or obligations of any nature whatsoever, whether absolute, accrued or contingent or otherwise, that are, in the aggregate, material, except for those (a) set forth in the Schedules, (b) otherwise disclosed in writing to Purchaser in Schedule 3.17, (c) constituting Excluded Liabilities, or (d) disclosed in the Financial Statements.

Section 3.18 Sufficiency of the Purchased Assets. The Purchased Assets and the Excluded Assets constitute all of the assets, properties, rights, privileges, claims and contracts of every kind and nature, real or personal, tangible or intangible, absolute or contingent, wherever located (including those necessary to access and utilize any common use facilities), owned or used by Seller and necessary for Purchaser to own and operate the Facility in substantially the same manner as it is currently being operated by Seller. The Purchased Assets include (a) an amount of Supplies in a quantity sufficient to allow Seller to operate the Facility in the Ordinary Course, and (b) the Replacement and Spare Parts.

Section 3.19 Title to Purchased Assets. As of the Execution Date, Seller has good and marketable title to the Purchased Assets, free and clear of all Liens, except for Existing Encumbrances. At the Closing, Purchaser will acquire good and marketable title to the Purchased Assets free and clear of all Liens except for Closing Permitted Encumbrances.

Section 3.20 Warranties. Schedule 3.20 is a complete list of the material Warranties. To Seller's Knowledge, all of the Warranties are in full force and effect.

Section 3.21 Books and Records. True and complete copies of the Books and Records have been provided to Purchaser; provided that, to the extent the Books and Records are located at the Facility, they shall be deemed provided at Closing (other than the Operating Records, which have been Made Available to Purchaser), and provided further that accounting and similar records shall be delivered promptly following Closing.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as of the Execution Date and the Closing Date that:

Section 4.01 Organization and Qualification. Purchaser is a California joint powers authority, validly existing under the Laws of the State of California.

Section 4.02 Authority. Purchaser has all requisite entity power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement and the performance by Purchaser of its obligations hereunder have been duly and validly authorized by all necessary action on behalf of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles and to the limitations on legal remedies against joint powers authorities in California.

Section 4.03 No Conflicts; Consents and Approvals. The execution and delivery by Purchaser of this Agreement does not, and the performance by Purchaser of its obligations under this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Joint Powers Agreement or any other organizational, governing, formation, or charter documents of any of Purchaser's Members;

(b) violate or result in a default (or give rise to any right of termination, cancellation or acceleration) under any material Contract to which Purchaser is a party, or require any notice be given (which has not been given) under any material Contract to which Purchaser is a party or by which it is bound;

(c) other than the approvals described in Section 5.06(b), require filings, approvals, consents, authorizations and notices with or of any Governmental Authority, except as set forth on Schedule 4.03(c) (the "Purchaser Approvals"), and assuming all Purchaser Approvals have been made, obtained or given, will not, (i) violate or breach any Law or writ, judgment, Order or decree applicable to Purchaser or (ii) require the consent or approval of any other Governmental Authority under any applicable Law, except where any such violation or

breach or the failure to obtain any such consent or approval would not, in the aggregate, have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereunder.

Section 4.04 Litigation. There are no material Claims pending or, to Purchaser's Knowledge, overtly threatened against Purchaser. Neither Purchaser nor LADWP is subject to any judgment, decree, injunction, rule or Order of any Governmental Authority or any arbitrator that prohibits the consummation of the transactions contemplated by this Agreement or would, in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereunder.

Section 4.05 Compliance with Laws. Purchaser is not in violation of any Law, except for violations that would not, in the aggregate, have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereunder.

Section 4.06 Brokers. Purchaser does not have any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller or any of its Affiliates could become liable or obligated.

Section 4.07 Opportunity for Independent Investigation. Prior to its execution of this Agreement, Purchaser has conducted to its satisfaction an independent investigation and review of the condition of the Purchased Assets. In making its decision to execute this Agreement and to purchase the Purchased Assets, Purchaser has relied upon the results of such independent investigation and review. Purchaser acknowledges that: (a) it has had the opportunity to visit with Seller and to meet with its Representatives to discuss the Purchased Assets and their condition, and (b) materials and information requested by Purchaser have been Made Available or otherwise provided to Purchaser, and Purchaser is familiar with all such materials and information, including the terms and conditions, obligations and liabilities pursuant to, and arising under, the Assigned Facility Contracts.

ARTICLE V. COVENANTS

Section 5.01 Access of Purchaser. During the Interim Period, Seller shall provide Purchaser and its Representatives with reasonable access to the Facility and the officers and management employees of Operator and Seller in such a manner so as not to unreasonably interfere with the business or operations Seller, provided that Seller shall have the right to (i) have a Representative present for any communication with employees or officers or its contractors and (ii) impose reasonable restrictions and requirements for safety or operational purposes; and provided further that Purchaser shall indemnify Seller for any damage to property or persons relating to any such access or investigation to the extent such damage arises solely from Purchaser's failure to adhere to such reasonable restrictions and requirements.

Section 5.02 Conduct of Business Pending the Closing.

(a) During the Interim Period, Seller shall operate and maintain the Facility in the Ordinary Course, consistent with past practices, and in compliance in all material respects with all applicable Laws. Without limiting the foregoing, except as otherwise contemplated by

this Agreement or set forth in Schedule 5.02(a) or as consented to by Purchaser (not to be unreasonably withheld, conditioned or delayed), Seller will not, during the Interim Period:

(i) sell, transfer, convey, encumber or otherwise dispose of any portion of, or interest in, any of the Purchased Assets, or grant any easement, right-of-way agreement, license, lease, sublease, occupancy agreement, or like instrument burdening any portion of, or interest in, the Real Property, other than Existing Encumbrances;

(ii) other than trade or account payables incurred in the Ordinary Course incur, create, assume or otherwise become liable for Indebtedness for borrowed money or issue any debt securities or assume or guarantee the obligations of any other Person, other than those which are discharged at or prior to Closing;

(iii) fail to maintain its existence or merge or consolidate with any other Person or acquire all or substantially all of the assets of any other Person;

(iv) liquidate, dissolve, reorganize or otherwise wind up its business or operations;

(v) except in the Ordinary Course, acquire any material assets;

(vi) engage in any new line of business;

(vii) make any material change in its accounting or Tax reporting principles, methods or policies, including the manner in which the Books and Records are kept, except as required by GAAP or applicable Law;

(viii) enter into, modify or terminate (partially or completely), grant any waiver under, or give any consent with respect to, any Assigned Facility Contract or Permit, except in the Ordinary Course, which action shall be promptly disclosed in writing to Purchaser by Seller;

(ix) hire any employee or adopt, enter into or become bound by any employment-related Contract, benefit plan or collective bargaining agreement, or amend, modify or terminate (partially or completely) any such employment-related benefit plan, Contract or collective bargaining agreement;

(x) enter into any agreement or settlement with any Governmental Authority that would affect Purchaser after the Closing;

(xi) terminate any material policy of insurance, unless such policy is replaced with a policy of insurance from financially responsible insurers covering substantially the same risks, including substantially the same coverage amounts, and including substantially the same or lower deductibles; or

(xii) agree or commit to do any of the foregoing.

(b) Seller may (i) take commercially reasonable actions with respect to emergency situations or to comply with applicable Laws and (ii) take such actions as may be necessary to terminate or sever as to the Facility upon the Closing any services provided by Seller or its Affiliates, including any joint Tax services and joint legal services.

(c) With respect to any Permits that will expire, lapse or otherwise cease to be effective prior to the anticipated Closing Date or within ninety (90) days thereafter and any Permits for which the filing of an application for extension, renewal or replacement is due during the Interim Period (regardless of whether such Permits will expire, lapse or otherwise cease to be effective prior to the Closing Date or within the ninety (90)-day period thereafter), Seller shall prepare and file during the Interim Period any and all such applications for the extension, renewal or replacement of such Permits and/or any and all such other filings, and shall take, during the Interim Period, any and all such other commercially reasonable actions, as may be necessary to ensure that such Permits will be extended, renewed or replaced prior to the expiration, lapsing or other cessation of the effectiveness of such Permits without any material modifications to the terms of such Permits other than (i) modifications to comply with applicable Law or (ii) modifications made with Purchaser's consent.

(d) Seller shall extend, for an additional one-year period beyond the current date of expiration of the purchase orders designated for extension as set forth in Schedule 3.06(b), and shall provide evidence of such extension to Purchaser as the same becomes available. Seller shall cooperate with Purchaser to provide written notice of the anticipated Closing to any counterparties from which consent to assignment is not required under Section 3.03(b) prior to Closing.

Section 5.03 Tax Matters.

(a) Tax Returns. Seller shall prepare (or cause to be prepared) and file (or cause to be filed) when due all Tax Returns that are required to be filed by Seller prior to the Closing Date on or before filing dates established by applicable Law. Purchaser shall prepare (or cause to be prepared) and file or cause to be filed when due all Tax Returns, if any, that are required to be filed with respect to the Purchased Assets for taxable years or periods ending after the Closing Date.

(b) Cooperation. Purchaser and Seller shall cooperate fully, and shall cause their respective Affiliates to cooperate fully, as and to the extent reasonably requested by either Party, in connection with the filing of Tax Returns pursuant to this Section 5.03 and any audit, litigation or other proceeding (each a "Tax Proceeding") with respect to such Tax Returns. Such cooperation shall include (upon a Party's request) the provision of records and information which are reasonably relevant to any such Tax Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. Purchaser shall within twenty (20) days of receipt, notify Seller in writing of the receipt by Purchaser or any Affiliate of Purchaser of written notice of any inquires, Claims, assessments, audits or similar events with respect to Taxes relating to a Taxable period ending on or prior to the Closing Date. From and after Closing Date, Purchaser agrees to preserve and keep such Tax records and related information for a period of seven (7) years from the Closing, or for such longer periods as may be required by any Governmental Authority or litigation arising during such period.

Section 5.04 Public Announcements. Seller and Purchaser shall not, without the prior written consent of the other Party, issue any press release or make any public statement with respect to this Agreement and the transactions contemplated hereby except as may be required by applicable Law or any listing agreement with a national securities exchange or quotation system, and will consult with each other before issuing, and provide each other a reasonable opportunity to review and make reasonable comment upon such press release or public statement.

Section 5.05 Expenses and Fees. Except as expressly provided otherwise herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 5.06 Agreement to Cooperate.

(a) Subject to the terms and conditions of this Agreement and applicable Law, each Party shall use its commercially reasonable efforts to take, or cause to be taken, all action and do, or cause to be done, all things necessary, proper or advisable to obtain as promptly as reasonably practicable all necessary or appropriate waivers, consents, approvals or authorizations of Governmental Authorities, and to satisfy all other conditions required in order to consummate the transactions contemplated by this Agreement (and, in such case, to proceed with the consummation of the transactions contemplated by this Agreement as expeditiously as possible).

(b) The consummation of the transactions contemplated by this Agreement is subject to final approval of a power sales agreement and an agency agreement (together, the "Purchaser's Project Agreements") between Purchaser and LADWP by their respective governing bodies (as further described below). Purchaser shall in good faith finalize the form and content of the Purchaser's Project Agreements with LADWP staff as expeditiously as possible and then promptly prepare for and seek approval of the Purchaser's Project Agreements by Purchaser's Board. Purchaser shall provide such assistance as may be reasonably requested by LADWP as LADWP pursues approval thereof by both (i) the Board of Water and Power Commissioners of the City of Los Angeles and (ii) the Los Angeles City Council ((i) and (ii) together, the "LADWP Governing Bodies"). Purchaser shall promptly provide any additional information and documentation as may reasonably be requested by LADWP or the LADWP Governing Bodies in connection with their consideration of the Purchaser's Project Agreements, it being understood by the Parties, however, that approval of the Purchaser's Project Agreements is within the LADWP Governing Bodies' sole and exclusive discretion. Nothing provided herein shall require Purchaser to agree, acting in good faith and with the purpose of consummating the transactions contemplated hereby, upon terms and conditions for the Funding that are not satisfactory to Purchaser in its sole discretion. Purchaser shall not take any action that would reasonably be expected to adversely affect any waivers, consents or approvals of any Governmental Authority or LADWP Governing Bodies or, subject to the provisions of this Section 5.06(b), adversely affect the Funding. Seller shall not be responsible or liable in any respect relating to the waivers, consents or approvals contemplated in this Section 5.06(b).

Section 5.07 Further Assurances. Subject to the terms and conditions of this Agreement, at any time or from time to time after the Closing, at either Party's request and without further consideration, the other Party shall execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions and execute and deliver such other documents as

such Party may reasonably request in order to consummate the transactions contemplated by this Agreement. Purchaser shall provide written notice to Seller of the Pre-Closing Date promptly after execution of a purchase and sale agreement with the purchasers of the bonds or notes in connection with the Funding.

Section 5.08 Post-Closing Access to Information; Transitional Services; Regulatory Filings.

(a) After the Closing Date, Seller and Purchaser shall grant each other (or their respective designees), access at all reasonable times to all of the information, books and records relating to the Purchased Assets in its possession, and shall afford such Party the right (at such party's expense) to take extracts therefrom and to make copies thereof, to the extent reasonably necessary to implement the provisions of, or to investigate or defend any Claims arising under, this Agreement, to prepare Tax Returns and to respond to inquiries, subpoenas and orders from Governmental Authorities and for such other similar purposes as Seller may reasonably request.

(b) For a period of six (6) months after the Closing, Seller shall make the following persons reasonably available to provide transitional assistance, further information, advice, and guidance, to Purchaser, at such times as Purchaser may reasonably request and upon reasonable notice: Carolyne Wass; Dale Gray; Kathy French; and Mark Strength.

(c) No later than five (5) Business Days following the Closing Date, Seller shall make the filings set forth on Schedule 5.08.

Section 5.09 O&M Agreement. Purchaser shall, upon the Closing, take assignment of the O&M Agreement upon the terms and conditions set forth in the consent to assignment thereto, substantially in the form of Exhibit F hereto (the "O&M Consent Agreement").

Section 5.10 Insurance. Purchaser shall be solely responsible for providing insurance for the Purchased Assets and the business of the Facility as of the Closing. Purchaser acknowledges that no insurance coverage or policy maintained for Seller or the Facility will extend beyond the Closing for the benefit of Purchaser.

Section 5.11 Title Insurance. No fewer than sixty (60) days prior to the anticipated Closing Date, Seller shall provide, or cause to be provided, the ALTA Survey and commitments for the Title Insurance. Purchaser shall notify Seller of any matters contained in the draft Title Insurance that would constitute a Lien that is not a Closing Permitted Encumbrance, provided that Purchaser's failure to so notify Seller shall not be deemed a waiver as of the Closing Date by Purchaser of any right not to close or any right to indemnification pursuant to Article VIII following the Closing, as the case may be, by virtue of any matters shown by the Title Insurance. In the event that new or additional Liens are added by an updated title commitment prior to the Closing Date that are not acceptable Closing Permitted Encumbrances, Purchaser may make objections thereto in writing within five (5) Business Days following Purchaser's receipt of such updated commitments. Seller shall cure or remove prior to the Closing all Liens to which Purchaser has objected in accordance with this Section 5.11.

Section 5.12 Return of Credit Support. With respect to each guaranty, letter of credit, indemnity, performance or surety bond or similar credit support arrangement issued by or for the

account of Seller or any Affiliate thereof shown on Schedule 5.12, if any (the "Support Obligations"), Purchaser shall obtain prior to the Closing replacement credit support arrangements for the Support Obligations such that Seller, its Affiliates, and, where applicable, their sureties or letter of credit issuers, will be fully and unconditionally released from their respective obligations under the Support Obligations upon the occurrence of the Closing.

**ARTICLE VI.
CONDITIONS TO PERFORMANCE**

Section 6.01 Conditions to Purchaser Obtaining Funding. Purchaser shall deliver a preliminary official statement with respect to the issuance of the tax-exempt or taxable revenue bonds or notes issued in connection with the transactions contemplated hereunder in an amount sufficient to cover the Purchase Price and any fees and expenses related to the Funding (such issuance of bonds or notes, the "Funding") after the following conditions have been met, as certified by the applicable Party (such date of delivery of the preliminary official statement, the "Launch Date"), provided that, if an event occurs after the conditions in this Section 6.01 have been met that has a material and adverse impact on the financial markets or otherwise materially and adversely affects the Funding, Purchaser may postpone the occurrence of the Launch Date as is reasonably necessary to avoid or substantially mitigate the impact of such event, and Purchaser shall keep Seller reasonably informed of any such delay:

(a) Seller has delivered to the Escrow Agent all of the items to be delivered by Seller under Section 2.04(a) to be held in escrow pursuant to the Escrow Agreement;

(b) the representations and warranties made by Seller under this Agreement and qualified by materiality shall be true and correct as so qualified on and as of the Launch Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case as of such earlier date). Each of the representations and warranties made by Seller in this Agreement and not qualified by materiality shall be true and correct on and as of such Launch Date as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case as of such earlier date);

(c) no permanent judgment, injunction, order or decree of a court or other Governmental Authority of competent jurisdiction shall be in effect which has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agreeing to use its reasonable commercial efforts, including appeals to higher courts, to have any judgment, injunction, order or decree lifted);

(d) no Material Adverse Effect has occurred and is continuing;

(e) the Seller Approvals have been obtained; and

(f) approval, execution and delivery of Purchaser's Project Agreements by (i) Purchaser's Board, on behalf of Purchaser, and (ii) LADWP's Governing Bodies, on behalf of LADWP, has been obtained.

Section 6.02 Conditions to the Obligation of Seller to Closing. The obligation of Seller to proceed with the Closing is subject to the satisfaction upon the Closing Date of the following conditions, any one or more of which may be waived in writing, in whole or in part by Seller:

(a) the representations and warranties made by Purchaser contained in this Agreement and qualified by materiality shall be true and correct as so qualified on and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case as of such earlier date); each of the representations and warranties made by Purchaser in this Agreement and not qualified by materiality shall be true and correct on and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case as of such earlier date);

(b) no permanent judgment, injunction, order or decree of a court or other Governmental Authority of competent jurisdiction shall be in effect which has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agreeing to use its reasonable commercial efforts, including appeals to higher courts, to have any judgment, injunction, order or decree lifted);

(c) no Material Adverse Effect has occurred and is continuing;

(d) Purchaser has delivered a certificate of an authorized representative of Purchaser dated as of the Closing Date that each of the items in Section 6.02(a) through (c) are true and correct; and

(e) Purchaser has delivered to the Escrow Agent, and directed the Escrow Agent to release to Seller, the deliveries set forth in Section 2.05.

Section 6.03 Conditions to the Obligation of Purchaser to Closing. The obligation of Purchaser to proceed with the Closing is subject to the satisfaction upon the Closing Date of the following conditions, any one or more of which may be waived in writing, in whole or in part by Purchaser:

(a) Seller has delivered:

(i) no later than 12:00p.m. Pacific Prevailing Time on the Pre-Closing Date, a certificate of an authorized representative of Seller dated as of the Pre-Closing Date that each of the items in Section 6.01(a) through (e) remain true and correct as of such Pre-Closing Date;

(ii) no later than 7:30a.m. Pacific Prevailing Time on the Closing Date, a certificate of an authorized representative of Seller dated as of the Closing Date that each of the items in Section 6.01(a) through (e) remain true and correct as of the Closing Date; and

(b) Purchaser has received the proceeds of the Funding.

**ARTICLE VII.
TERMINATION**

Section 7.01 Termination. This Agreement may be terminated and the consummation of the transactions contemplated hereby may be abandoned at any time prior to the Closing:

- (a) by mutual written consent of Purchaser and Seller;
- (b) by either Purchaser or Seller,

- (i) if the Closing has not occurred on or before the date that is two hundred ten (210) days from the date of this Agreement (such date, the "Termination Date"), provided that the right to terminate this Agreement pursuant to this Section 7.01(b)(i) shall not be available to any Party whose breach of any provision of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by the Termination Date; or

- (ii) if any court of competent jurisdiction in the United States or other Governmental Authority shall have issued an Order or taken any other final action restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and such Order or other action is or shall have become final and nonappealable, provided that any Party seeking to terminate this Agreement pursuant to this Section 7.01(b)(ii) shall have used all reasonable commercial efforts to prevent the entry of and to remove such Order;

- (c) by Purchaser (i) if there has been a breach by Seller of any representation, warranty, covenant or agreement contained in this Agreement which would result in a failure of, or inability of Seller to satisfy, any condition set forth in Section 6.01 or Section 6.03, (ii) within five (5) days after receipt of any Supplemental Disclosure which shows that there has been a Material Adverse Effect, which Material Adverse Effect (1) was not caused by Purchaser's breach of any provision of this Agreement and (2) cannot be cured to Purchaser's reasonable satisfaction prior to the Termination Date, or (iii) if there is any insolvency, bankruptcy, reorganization or other similar proceeding affecting Seller Guarantor or Seller; or

- (d) by Seller if (i) there has been a breach by Purchaser of any representation, warranty, covenant or agreement contained in this Agreement which would result in a failure of, or inability of Purchaser to satisfy, any condition set forth in Section 6.02, (ii) within five (5) days after receipt of any Supplemental Disclosure which shows that there has been a Material Adverse Effect, which Material Adverse Effect (1) was not caused by Seller's breach of any provision of this Agreement and (2) cannot be cured to Seller's reasonable satisfaction prior to the Termination Date, or (iii) if there is any bankruptcy, reorganization or other similar proceeding affecting Purchaser.

The Party desiring to terminate this Agreement pursuant to this Section 7.01 (other than pursuant to Section 7.01(a)) shall promptly, and in no event more than thirty (30) days following the occurrence of the circumstance giving rise to the right to terminate this Agreement under this Section 7.01, give notice of such termination to the other Party, which shall specify the reason for the termination and the effect date thereof.

Section 7.02 Effect of Termination. In the event of termination of this Agreement by Seller or by Purchaser prior to a Closing pursuant to the provisions of Section 7.01, there shall be no liability or further obligation on the part of Purchaser or Seller or their respective officers, commissioners, members, managers or directors except as set forth in this Section 7.02, Section 5.04 (Public Announcements), 5.05 (Expenses and Fees), and Article IX (Miscellaneous), all of which shall survive the termination hereof, provided that nothing in this Section 7.02 shall relieve either Party from Liability for any breach of this Agreement by such Party prior to termination of this Agreement, and provided, further, that Purchaser shall, within five (5) days after the termination of this Agreement, reimburse Seller for its reasonable, actual and demonstrable costs for any commitments for the Title Insurance provided by or on behalf of Seller in accordance with Section 5.11. If this Agreement is terminated pursuant to the provisions of Section 7.01 following the date hereof but prior to a Closing, then Purchaser may, in its discretion, return or destroy any Books and Records delivered from Seller, and the Escrow Agent shall be directed to return any deliverables provided under Section 2.04 and Section 2.05 to the Party that provided such deliverables, as applicable.

ARTICLE VIII. INDEMNIFICATION; LIABILITY

Section 8.01 Survival. All representations and warranties and covenants and other obligations in this Agreement or in any other agreement, instrument or other document delivered in connection herewith, and the right to commence any Claim with respect thereto, shall survive the execution and delivery hereof and the Closing Date, provided that such representations and warranties (which shall be deemed to have been made anew as of the Closing Date for the purposes of Section 8.02, except to the extent such representations and warranties expressly relate to an earlier date), covenants and other obligations, except as otherwise specifically provided in this Agreement or any other agreement, instrument or other document delivered in connection herewith, shall terminate on the date that is eighteen (18) months after the Closing Date (the "Survival Termination Date"), other than the representations and warranties in Section 3.01 (Organization and Qualification), Section 3.02 (Authority), Section 3.03 (No Conflicts; Consents and Approvals), Section 3.10 (Environmental Matters), Section 3.12 (Taxes), Section 3.13 (Intellectual Property), Section 3.19 (Title to Purchased Assets), Section 4.01 (Organization and Qualification), Section 4.02 (Authority), Section 4.03 (No Conflicts; Consents and Approvals), and the covenants in Section 5.03 (Tax Matters), each of which shall survive the Closing and shall terminate five (5) years from the Closing Date (the "Extended Survival Termination Date"). After the Survival Termination Date or the Extended Survival Termination Date, as applicable, or, in the case of any other covenant or other obligation contained in this Agreement or any other agreement, instrument or other document delivered in connection herewith for which a different termination date or survival period is specifically provided herein or therein, after such different termination date or the expiration of such different survival period, as the case maybe, neither Party may make or assert any Claim for any breach of or inaccuracy in any representation or warranty of the other Party, or for any breach by the other Party of any covenant or other obligation, contained in this Agreement or in any other agreement, instrument or other document delivered in connection herewith, except that any Claims made or asserted by a Party within the applicable time period prescribed above setting forth such Claim in reasonable detail (including a reasonable specification of the legal and factual basis for such Claim and the Loss incurred) shall survive the Survival Termination Date or Extended Survival Termination Date, as applicable, or such different termination date or the expiration of the applicable survival

period, as the case may be, until such Claim is finally resolved and all obligations with respect thereto are fully satisfied.

Section 8.02 Indemnification.

(a) Subject to the provisions of this Article VIII, Seller, from and after the Closing Date, shall indemnify, defend and hold harmless Purchaser, its Board of Directors, the officers and employees of each, Purchaser's Members, and all of their respective commissioners, officers, agents, employees, advisors, and Representatives (collectively, the "Purchaser Indemnitees") from and against any and all Losses incurred by any of them that arise out of or result from (i) the breach of any of Seller's (1) representations and warranties contained in this Agreement or in any other agreement, instrument or other document delivered in connection herewith, as of the date when made, or (2) agreements, covenants or other obligations contained in this Agreement or in any other agreement, instrument or other document delivered in connection herewith, (ii) any and all Taxes (or the nonpayment thereof) of Seller that are due and payable with respect to any Pre-Closing Tax Period, (iii) Excluded Liabilities or Excluded Assets, and (iv) any Claims made by third parties (other than LADWP or any Purchaser Indemnitee) against any Purchaser Indemnitee arising with respect to injury or death, or loss or damage to, or loss of use of property of such third party prior to the Closing Date caused by the negligence, gross negligence, or willful misconduct of Seller ("Purchaser Third Party Indemnity Claims"). Notwithstanding anything in this Agreement, in no event shall Seller have any liability to any Purchaser Indemnitee in connection with any proposed agreement for the purchase and sale of power that Purchaser has negotiated or agreed to, is negotiating or contemplating or will negotiate or agree to in connection with or in reliance on this Agreement.

(b) Subject to the provisions of this Article VIII, Purchaser, from and after the Closing Date, shall indemnify, defend and hold harmless Seller, its Affiliates, officers, employees, agents, partners, or members (collectively, the "Seller Indemnitees") from and against any Losses that arise out of or result from (i) the breach of any of Purchaser's (1) representations and warranties contained in this Agreement, or (2) agreements, covenants or obligations contained in this Agreement; (ii) Assumed Liabilities; (iii) any Claims made by third parties (other than any Seller Indemnitee) against any Seller Indemnitee arising with respect to injury or death, or loss or damage to, or loss of use of property of such third party after the Closing Date caused by the negligence, gross negligence, or willful misconduct of Purchaser ("Seller Third Party Indemnity Claims"); and (iv) any and all Taxes (or the nonpayment thereof) of Purchaser that are due and payable with respect to any Post-Closing Tax Period.

Section 8.03 Limitation of Liability.

(a) The total aggregate liability of Seller for any Claims for Losses arising under Section 8.02(a) shall not exceed twelve percent (12%) of the Purchase Price, except that the total aggregate liability of Seller for any Claims for Losses resulting from the breach of or inaccuracy in any of the representations or warranties set forth in Section 3.01 (Organization and Qualification), Section 3.02 (Authority), Section 3.03 (No Conflicts; Consents and Approvals), Section 3.10 (Environmental Matters), Section 3.12 (Taxes), and Section 3.19 (Title to Purchased Assets), or the breach of any of the covenants set forth in Section 5.03 (Tax Matters), or arising from any Excluded Liabilities, Excluded Assets, or Purchaser Third Party Indemnity

Claims shall not, in the aggregate (together with any other liability of Seller for any Claims for Losses arising under Section 8.02(a)), exceed one hundred percent (100%) of the Purchase Price.

(b) Each Party shall have a duty to use commercially reasonable efforts to mitigate any Losses suffered by such Party in connection with this Agreement.

(c) This Article VIII shall be the exclusive remedy of the Parties following the Closing for any Losses arising out of any misrepresentation or breach of the representations, warranties, covenants or agreements of the other Party contained in this Agreement.

(d) Notwithstanding anything to the contrary contained in this Agreement, (i) Seller shall have no liability for its obligations under Section 8.02(a) until the aggregate amount of all Losses incurred by the Purchaser Indemnitees thereunder equals or exceeds \$2,000,000 (the "Claim Deductible"), in which event Seller shall become liable for the aggregate Losses under Section 8.02(a), including amounts up to the Claim Deductible; provided that individual claims of \$50,000 or less will not be included or aggregated for purposes of calculating the Claim Deductible; and provided, further, that the Claim Deductible shall not apply, or be used in calculating whether the Claim Deductible has been met, in the event of claims for indemnification arising in connection with Section 3.01 (Organization and Qualification), Section 3.02 (Authority), Section 3.10 (Environmental Matters), Section 3.12 (Taxes), Section 3.19 (Title to Purchased Assets), Section 5.03 (Tax Matters), Purchaser Third Party Indemnity Claims, Excluded Liabilities or Excluded Assets, in each case for which Seller shall become liable for all such Losses, whether or not the Claim Deductible has been reached, and (b) Purchaser shall have no liability for its obligations under Section 8.02(b) until the aggregate amount of all Losses incurred by Seller's Indemnitees equals or exceeds the Claim Deductible, in which event Purchaser shall become liable for the aggregate Losses under Section 8.02(b), including amounts up to the Claim Deductible; it being understood and agreed that the foregoing Claim Deductible shall not apply or be used to calculate whether the Claim Deductible has been met, in the event of Claims for indemnification arising with respect to Section 4.01 (Organization and Qualification), Section 4.02 (Authority), Section 5.03 (Tax Matters), Seller Third Party Indemnity Claims, or Assumed Liabilities, in each case for which Purchaser shall become liable for all such Losses, whether or not the Claim Deductible has been reached

(e) Neither Party shall have liability for any breach or inaccuracy of this Agreement or any certificate relating hereto delivered by or on behalf of an authorized representative of such Party if the other Party had knowledge of such breach or inaccuracy. In response to a Dispute Notice provided under Section 9.06, any Party alleging that the other Party had such knowledge shall provide the other Party with a written description containing detailed and specific information about the facts and circumstances known at the time of the allegation.

Section 8.04 Right to Specific Performance; Certain Limitations. Notwithstanding anything in this Agreement to the contrary:

(a) Without limiting or waiving in any respect any rights or remedies of a Party under this Agreement now or hereafter existing at law in equity or by statute, each Party shall be entitled to specific performance of the obligations to be performed by the other Party in accordance with the provisions of this Agreement; and

(b) No Representative, Affiliate of, or direct or indirect equity owner in, Seller shall have any personal liability to Purchaser or any other Person relating to, or arising from this Agreement, and no Representative or Affiliate of Purchaser shall have any personal liability to Seller or any other Person relating to, or arising from this Agreement; and

(c) Neither Party shall be liable for special, punitive, exemplary, incidental, consequential or indirect damages, or lost profits or losses calculated by reference to any multiple of earnings before interest, tax, depreciation or amortization (or any other valuation methodology) whether based on contract, tort, strict liability, other Law or otherwise and whether or not arising from the other Party's sole, joint or concurrent negligence, strict liability or other fault for any matter relating to this Agreement and the transactions contemplated hereby.

Section 8.05 Procedures for Indemnification. Whenever a Claim shall arise for indemnification under Section 8.02, the Person entitled to indemnification (the "Indemnified Party") shall promptly notify in writing the Party from which indemnification is sought (the "Indemnifying Party") of such Claim and, when known, the facts constituting the basis of such Claim, provided that in the event of a Claim for indemnification resulting from or in connection with a Claim by a third party, the Indemnified Party shall give such written notice thereof to the Indemnifying Party not later than ten (10) Business Days prior to the time any response to the third party Claim is required, if possible, and in any event within fifteen (15) Business Days following receipt of notice thereof (provided, that failure to timely notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party, except to the extent that the Indemnifying Party has been actually prejudiced by such failure). Following receipt of notice of any such third party Claim, and unless counsel to the Indemnified Party shall have reasonably determined in good faith that the assumption of such defense by the Indemnifying Party would be inappropriate due to a conflict of interest, the Indemnifying Party shall have the option, at its cost and expense, to assume the defense of such matter and to retain counsel (not reasonably objected to by the Indemnified Party) to defend any such Claim or legal proceeding, and the Indemnifying Party shall not be liable to the Indemnified Party for any fees of other counsel or any other expenses (except as expressly provided to the contrary herein) with respect to the defense of such Claim, other than reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof. The Indemnified Party shall have the option of joining the defense of such Claim (which shall be at the sole cost and expense of the Indemnified Party) with its own counsel and counsel for both Parties shall, to the extent consistent with such counsel's professional responsibilities, cooperate with the other Party and any counsel designated by that Party. In effecting the settlement or compromise of, or consenting to the entry of any judgment with respect to, any such Claim, the Indemnifying Party shall act in good faith, shall consult with the Indemnified Party and shall enter into only such settlement or compromise or consent to the entry of any judgment as the Indemnified Party shall consent, such consent not to be unreasonably withheld, conditioned or delayed. An Indemnifying Party shall not be liable for any settlement, compromise or judgment not made in accordance with the preceding sentence.

Section 8.06 No Other Representations. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III OR IN ANY CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER, THE PURCHASED ASSETS ARE "AS IS, WHERE IS," AND SELLER EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR

IMPLIED (INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES AS TO LIABILITIES, OPERATIONS OF THE FACILITY, CONDITION, VALUE OR QUALITY OF THE PURCHASED ASSETS OR THE PROSPECTS THEREOF), AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MATERIALS OR INFORMATION PROVIDED BY, OR COMMUNICATIONS MADE BY OR ON BEHALF OF SELLER, OR BY ANY REPRESENTATIVE OF SELLER, INCLUDING BUT NOT LIMITED TO INFORMATION MADE AVAILABLE TO PURCHASER, OR ANY ORAL, WRITTEN OR ELECTRONIC RESPONSE TO ANY INFORMATION REQUEST PROVIDED BY SELLER TO PURCHASER, WILL CAUSE OR CREATE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Confidential Information. Seller acknowledges that Purchaser, as a California joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). Subject to the terms of the Confidentiality Agreement, confidential information of Seller provided to Purchaser pursuant to this Agreement shall become the property of Purchaser, and Seller acknowledges that Purchaser shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any Claims or causes of action whatsoever resulting from or arising out of Purchaser copying or releasing to a third party any of the confidential information of Seller pursuant to CPRA or Brown Act. If Purchaser receives a CPRA request for confidential information of Seller, and Purchaser determines that such confidential information is subject to disclosure under CPRA, then Purchaser shall notify Seller of the request and its intent to disclose such confidential information. Purchaser, as required by CPRA, shall release such confidential information unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of such confidential information pursuant to a CPRA request, then Seller undertakes and agrees to defend, indemnify and hold harmless Purchaser and its Indemnitees from and against all suits, Claims, and causes of action brought against Purchaser for Purchaser's refusal to disclose confidential information of Seller to any Person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Purchaser and any Indemnitees, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, Claims, and causes of action brought against Purchaser or any Indemnitees, through and including any appellate proceedings.

Section 9.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally to, or by nationally recognized overnight courier service, or mailed by registered or certified mail (return receipt requested) if and when received by, or sent via facsimile if and when received by, the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) If to Seller, to:

Las Vegas Power Company, LLC
c/o LS Power Development, LLC
Two Tower Center 11th Fl.
East Brunswick, NJ 08816
Attention General Counsel
(732) 249-6750
Fax: (732) 249-7290

with a copy to:

LS Power Equity Advisors, LLC
1700 Broadway, 35th Fl.
New York, NY 10019
Attention: General Counsel
(212) 547-3456
Fax: (212) 615-3440

(b) If to Purchaser, to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: Executive Director

with a copy to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: General Counsel

Department of Water and Power
111 N. Hope Street, Room 921
Los Angeles, CA 90012
Tel: (213) 367-4500
Attention: General Counsel

Department of Water and Power
111 N. Hope Street, Room 921
Los Angeles, CA 90012
Tel: (213) 367-0268
Attention: Eric Tharp/Director of Fuel and Power Purchase Division

Department of Water and Power
111 N. Hope Street, Room 1155
Los Angeles, CA 90012
Tel: (213) 367-3273
Attention: Hamid Nejad/Assistant Director of Fuel and Power
Purchase Division

Section 9.03 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.04 Assignment. This Agreement (including the documents and instruments referred to herein) shall not be assigned by operation of Law or otherwise.

Section 9.05 Supplements to Schedules. With respect to matters arising from circumstances first occurring after the Execution Date or as to which a Party first acquires knowledge after such date, Seller shall have the right to make any changes or additions to the Schedules (such changes or additions being referred to as "Supplemental Disclosure") that may be necessary to correct any matter that would otherwise constitute a breach of any representation or warranty in this Agreement. Seller agrees to advise Purchaser promptly in writing of any matter or occurrence of which Seller has or obtains Knowledge, and Purchaser agrees to advise Seller promptly in writing of any matter of which Purchaser has or obtains Knowledge, that, in either case, would reasonably be expected to constitute a breach by such Party of any representation, warranty or covenant contained in this Agreement. Any Supplemental Disclosure shall be deemed to have been disclosed for the purposes of determining whether the conditions set forth in Section 6.01, Section 6.02, or Section 6.03, as applicable, have been satisfied, but if the Closing occurs, the making of any Supplemental Disclosure shall not be deemed to have cured the breach of any representation, warranty, covenant or agreement relating to the matter set forth in the Supplemental Disclosure for the purposes of indemnification pursuant to, and subject to, Article VIII.

Section 9.06 Disputes.

(a) In the event of any controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (a "Dispute"), either Party (the "Notifying Party") may deliver to the other Party (the "Recipient Party") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "Dispute Notice"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the twenty (20) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall within three (3) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the twenty (20) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party. If the Dispute is not resolved pursuant to the procedures set forth in this Section 9.06 by the expiration of the twenty

(20) day period set forth herein, then either Party may pursue any legal remedy available to it in accordance with the provisions of Section 9.07 of this Agreement.

(c) In addition to the Dispute resolution process set forth in this Section 9.06, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 9.07 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof. Subject to Section 9.06, any Disputes or Claims arising out of or in connection with this Agreement and the transactions contemplated or documents required hereby shall be submitted to the exclusive jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the City and County of Los Angeles, and appropriate appellate courts therefrom. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any Dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such Dispute. Each Party agrees that a judgment in any such Dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. This consent to jurisdiction is being given solely for purposes of this Agreement and the transactions contemplated hereunder, and is not intended to, and shall not, confer consent to jurisdiction with respect to any other Dispute in which a Party to this Agreement may become involved.

Section 9.08 WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR EITHER OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. If, at the time any form of legal action has been filed by a Party in the courts of the State of California (or the federal courts of the United States of America located in the City and County of Los Angeles) in accordance with Section 9.07, either Party determines that the foregoing waiver of jury trial is not enforceable under applicable California law but that a post-filing waiver of jury trial would be so enforceable, then (a) such Party may request that the Parties execute and deliver to the appropriate court a written, post-filing waiver of the Parties' right to trial by jury in such legal action (which post-filing waiver shall be consistent with the foregoing waiver) and (b) in the event the other Party fails to timely execute such waiver, the Party that has executed the post-filing waiver may, in its sole discretion, refer, for a complete and final adjudication, any and all issues of fact or law involved in such legal action (including all discovery and law and motion

matters, pretrial motions, and trial matters) to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court pursuant to California Code of Civil Procedure Section 644(a). Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The Parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five (5) years of judicial experience in civil matters; provided that in the event the Parties cannot agree upon a referee, each Party shall submit to the court up to three (3) nominees for appointment as referee and the referee will be appointed by the court. The Parties shall retain their objection rights under California Code of Civil Procedure Sections 641 and 642.

Section 9.09 Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or electronic (.pdf) format, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 9.10 Amendments. This Agreement may not be amended, waived or modified except by an instrument in writing signed by Purchaser and Seller.

Section 9.11 Entire Agreement. This Agreement and the Confidentiality Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties any rights or remedies hereunder except as expressly provided otherwise in Article VIII.

Section 9.12 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable Law, or public policy, then such term or provision shall be severed from the remaining terms and provisions of this Agreement, and such remaining terms and provisions shall nevertheless remain in full force and effect.

Section 9.13 Exclusive Remedies. EXCEPT FOR CLAIMS ARISING UNDER SECTION 5.01, 5.04 OR 5.05, OR 9.01, AND CLAIMS FOR FRAUD WITH RESPECT TO A PARTY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE EXPRESS REMEDIES SET FORTH IN ARTICLES VII AND VIII, AND, FROM AND AFTER THE CLOSING, THE INDEMNITIES SET FORTH IN ARTICLE VIII, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR A PARTY UNDER OR RELATING TO THIS AGREEMENT, WHETHER BASED ON STATUTE, IN TORT, COMMON LAW, STRICT LIABILITY, CONTRACT OR OTHERWISE, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE HEREBY WAIVED BY EACH PARTY.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:

PURCHASER:

LAS VEGAS POWER COMPANY, LLC

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By: 

By: _____

Name: Carolyn Wass
Title: Vice President

Name: Ronald E. Davis
Title: President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:

PURCHASER:

LAS VEGAS POWER COMPANY, LLC

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By: _____

Name:

Title:

By:  _____

Name: Ronald E. Davis

Title: President

EXHIBIT A

Facility

The Facility, which commenced full commercial operation in May of 2003, includes two General Electric model 7241FA combustion turbine generators with dry-low oxides of nitrogen, natural gas-fired combustors, and three-phase, synchronous, hydrogen-cooled generators; two heat recovery steam generators with three pressure stages that are equipped with duct firing and power augmentation capabilities; a single-reheat General Electric condensing steam turbine generator with a three-phase, synchronous, and hydrogen-cooled generator; and other equipment and facilities ancillary to or associated therewith. The heat recovery steam generators utilize a Selective Catalytic Reduction System to control the formation of oxides of nitrogen. The exhaust from the steam turbine is condensed in an air-cooled condenser.

The Facility is located on approximately ninety (90) acres of land, approximately 30 miles northeast of Las Vegas, Clark County, Nevada. The Facility real properties consist of a fee interest in the land, and various easements and other rights under property agreements, control and administrative buildings, right-of-way and other instruments required for the operation of the Facility.

The Generator Interconnection Facilities include plant telemetering outputs, plant communications, switchyard, control house, and protection relays (as described further in the interconnection agreement for the Facility), circuit breakers, three VA Tech generator step-up transformers and all other equipment and facilities associated therewith, up to but not including the isolation air switches on the generator side of the 525 kV tie line.

The Facility is interconnected through a 3.13 mile 500 kV radial generation tie line owned by Nevada Power Company that connects the Facility to Nevada Power Company's transmission system at its Harry Allen 500kV substation.

EXHIBIT B

Form of Bill of Sale

BILL OF SALE

This Bill of Sale, dated as of [_____], 20 __, is delivered by LAS VEGAS POWER COMPANY, LLC, a Delaware limited liability company ("Seller") to SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a California joint powers agency and a public entity organized under the laws of the State of California ("Purchaser") pursuant to that certain Asset Purchase Agreement of [_____], 2013, by and between Seller and Purchaser (the "Agreement"). Terms not otherwise defined herein shall have the meanings set forth in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells, assigns, conveys, and sets over to Purchaser, without representation or warranty, express or implied, except as expressly set forth in the Agreement, all of Seller's right, title and interest in and to all personal property and fixtures located on, or used in connection with, that certain real property located in Clark County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Personal Property"), which Personal Property includes, without limitation, the items scheduled on Exhibit "B" attached hereto and incorporated by this reference. The Personal Property does not, in any case, include those excluded assets scheduled on Exhibit "C" attached hereto and incorporated by this reference.

In the event of any conflict between the terms and conditions of this Bill of Sale and the Agreement, the terms and provisions of the Agreement shall govern and control.

This Bill of Sale shall be construed under and enforced in accordance with the laws of the State of Nevada.

SELLER:

LAS VEGAS POWER COMPANY, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PURCHASER:

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**, a California joint
powers agency and a public entity organized
under the laws of the State of California

By: _____
Name: _____
Title: _____

Exhibit "A"

Legal Description of the Real Property

[See Attached]

Exhibit "B"

Partial Schedule of Personal Property Conveyed

[To be added.]

Exhibit "C"

Excluded Assets

[To be added.]

EXHIBIT C

Form of Assignment and Assumption Agreement

APNs: 103-05-010-001

RECORDING REQUESTED BY:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: General Counsel

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this _____ day of _____, 20__ by and between LAS VEGAS POWER COMPANY, LLC, a Delaware limited liability company ("Assignor") and SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a California joint powers agency and a public entity organized under the laws of the State of California ("Assignee").

RECITALS:

A. Assignor is the owner of that certain real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"), which Property is being conveyed to Assignee by grant, bargain and sale deed concurrently herewith pursuant to an Asset Purchase Agreement by and between Assignor and Assignee, dated October 17, 2013 (the "Agreement").

B. Assignor is the beneficiary of certain easements, licenses, rights-of-way, and occupancy and encroachment permits (collectively, the "Project Easements and Grants"), certain of which Project Easements and Grants are more particularly described in a non-exclusive manner on **Exhibit "B"** attached hereto and incorporated herein by this reference.

C. In connection with its sale of the Property to Assignee, Assignor desires to assign to Assignee Assignor's rights under the Project Easements and Grants.

D. In connection with its purchase of the Property from Assignor, Assignee desires to assume Assignor's rights under the Project Easements and Grants.

NOW, THEREFORE, in consideration of the Recitals above, which are true and correct and are incorporated into this agreement by this reference, and of other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. Assignor's Assignment of Project Easements and Grants. Assignor hereby assigns and grants to Assignee, as of the date above written (the "Effective Date"), all of Assignor's right, title, and interest in and to the Project Easements and Grants, subject to the terms and conditions thereof, including, without limitation, Assignor's interest as a grantee, permittee, or benefitted party under the Project Easements and Grants.

2. Assignee's Acceptance of Assignment of Project Easements and Grants. Assignee hereby accepts the assignment and grant from Assignor, as of the Effective Date, of all of Assignor's right, title, and interest in and to the Project Easements and Grants, including, without limitation, Assignor's interest as a grantee, permittee, or benefitted party under the Project Easements and Grants.

3. Construction of Assignment. It is the express shared intent of Assignor and Assignee that all of Assignor's rights in, pursuant to, associated with, or in any manner related to the Project Easements and Grants be assigned from Assignor to Assignee, regardless of whether such rights or obligations are expressly set forth in this Agreement.

4. General Provisions. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada. The section headings of this Assignment are inserted solely for ease of reference and are not intended to alter or govern the text of such sections. In the event of any conflict between the terms and provisions of this Assignment and the Agreement, the terms and provisions of the Agreement shall govern and control. The parties agree to take any further steps and execute any additional agreements reasonably necessary to effectuate the intent of this Assignment.

Assignee's legal name and address is as follows:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: General Counsel

This Assignment is executed as of the day and year above written.

ASSIGNOR:

LAS VEGAS POWER COMPANY, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**, a California joint
powers agency and a public entity organized
under the laws of the State of California

By: _____

Name: _____

Title: _____

[Notary Pages Follow.]

[Insert Appropriate Notary Blocks for Relevant Jurisdictions]

Exhibit "A"

Legal Description of the Real Property

[See attached.]

Exhibit "B"

Description of the Project Easements and Grants

[See attached]

EXHIBIT D

Form of Grant, Bargain and Sale Deed

APN: 103-05-010-001

**RECORDING REQUESTED BY,
AND MAIL TAX STATEMENTS TO:**

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: General Counsel

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LAS VEGAS POWER COMPANY, LLC, a Delaware limited liability company, does hereby GRANT, BARGAIN and SELL to SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a California joint powers agency and a public entity organized under the laws of the State of California, which has an address of 1160 Nicole Court, Glendora, CA 91740, that certain real property situate in the County of Clark, State of Nevada, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference;

TOGETHER WITH the tenements, hereditaments and appurtenances, thereto belonging or appertaining, and any right, title or interest, if any, of said grantor in any reversions, remainders, rents, issues or profits thereof, including easements, rights-of-way and rights-of-entry, encroachment and occupancy permits, water rights, and any water service rights, will-serve letters, or permits to connect; and

TOGETHER WITH any right, title or interest, if any, of said grantor in all mineral, subsurface, and geothermal rights, any and all minerals and geothermal resources, veins and lodes of mineral-bearing rock and/or ore therein and all dips, spurs and angles thereof; and also all the metals, ores, gold and silver bearing quartz, rock and earth therein, together with the right of ingress and egress to explore for and remove same to the extent any of the forgoing are appurtenant to said real property.

SUBJECT TO general and special taxes for the current fiscal year and all rights of way, easements, reservations, covenants, conditions, and restrictions, if any, either of record or actually existing on said real property.

Dated this ____ day of _____, 20 __, and effective upon delivery.

GRANTOR:

LAS VEGAS POWER COMPANY, LLC
a Delaware limited liability company

By:
Name:
Title:

State of _____ }
 } ss
County of _____ }

This instrument was acknowledged before me on _____, 20__ by _____,
as _____ of Las Vegas Power Company, LLC, a Delaware limited liability
company.

Notary Public

Exhibit "A"

Legal Description of the Property

[See attached]

EXHIBIT E

Form of Seller Guaranty

GUARANTY

Broadway Gen Funding, LLC

GUARANTY (this "Guaranty"), dated as of [_____], of Broadway Gen Funding, LLC, a Delaware limited liability company ("Guarantor"), in favor of Southern California Public Power Authority, a California joint powers agency and a public entity organized under the laws of the State of California (the "Beneficiary"). Terms used in this Guaranty but not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, Guarantor is the direct owner of Las Vegas Power Company, LLC, a Delaware limited liability company (the "Seller");

WHEREAS, the Beneficiary and Seller are parties to that certain Asset Purchase Agreement, dated as of [_____], 2013 (the "Agreement"); and

WHEREAS, Section 2.04(a)(iv) of the Agreement contemplates the delivery of a guaranty by Guarantor of the obligations of the Seller under the Agreement; and

WHEREAS, Guarantor, as the direct parent of Seller, has agreed to execute and deliver this Guaranty in favor of the Beneficiary in satisfaction of the obligation arising under Section 2.04(a)(iv) of the Agreement.

NOW, THEREFORE, Guarantor hereby agrees as follows:

Section 1. Guaranty. From and after the date hereof, Guarantor hereby absolutely, irrevocably, unconditionally and fully guaranties to the Beneficiary the full and prompt payment when due of the obligations of the Seller under, and subject to the limitations set forth in, Article VIII of the Agreement, as though such obligations constituted the direct and primary obligation of Guarantor (the "Guaranteed Obligations"). Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of any change or amendment to the Agreement, the absence of any action to enforce the same, the recovery of any judgment against the Seller or any action to enforce the same, or any other circumstances which may otherwise constitute a legal or equitable discharge or defense of a guarantor. This Guaranty shall constitute a guaranty of payment and not performance. Subject to the provisions set forth herein, this Guaranty and the obligations of Guarantor hereunder shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than payment in full in cash and performance of the Guaranteed Obligations). The Beneficiary shall not be required to inquire into the capacity or powers of Guarantor or the Seller or the officers, directors or any agents acting or purporting to act on behalf of any of them.

Section 2. Limitations.

- (a) Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with Article VIII of the Agreement.
- (b) The aggregate liability of the Guarantor shall in no event exceed twelve percent (12%) of the Purchase Price (such amount, the "Guaranty Cap"), plus costs of collection with respect to any valid claims made by the Beneficiary hereunder in accordance with Section 6.
- (c) This Guaranty and the obligations hereunder shall automatically terminate on the earlier to occur of (i) the date that the Guarantor has paid an amount in the aggregate equal to the Guaranty Cap to the Beneficiary pursuant to this Guaranty and (ii) the date that is five (5) years after the Closing Date (the "Termination Date").
- (d) Notwithstanding any other provision of this Guaranty, Purchaser agrees that Guarantor shall be entitled to assert all rights and defenses to which Seller is entitled under the Agreement (other than any arising in connection with the bankruptcy or insolvency of Seller or due to the incapacity or lack of authority of Seller).

Section 3. Representations. Guarantor hereby represents and warrants to the Beneficiary that:

- (a) Guarantor is a limited liability company duly organized and validly existing under the laws of the State of Delaware and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Guaranty and effect the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Guaranty;
- (b) the execution delivery and performance by Guarantor of this Guaranty are within Guarantor's limited liability company powers, and have been duly authorized by all necessary limited liability company action;
- (c) the execution, delivery and performance by Guarantor of this Guaranty and has been duly authorized by all necessary action, and do not and will not require any consent or approval of Guarantor's managing member or equity holders or other Person other than that which has been obtained;
- (d) the execution and delivery of this Guaranty and the fulfillment of and compliance with the provisions of this Guaranty do not and, solely with the passage of time, will not (i) conflict with or constitute a breach of or a default under, (A) any of the terms, conditions or provisions of any applicable federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any federal, state, local or other governmental authority, or (B) any organizational documents, agreement, deed of trust, mortgage, loan

agreement, other evidence of indebtedness or any other agreement or instrument to which Guarantor is a party or by which it or any of its property is bound, (ii) result in a breach of or a default under any of the foregoing or (iii) result in or require the creation or imposition of any lien or encumbrance upon any of the properties or assets of Guarantor;

- (e) this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;
- (f) no bankruptcy, reorganization or insolvency proceedings are pending or against Guarantor; and
- (g) the officer signing below is authorized to bind the Guarantor to its obligations under this Guaranty.

Section 4. Waivers.

- (a) It shall not be necessary for the Beneficiary, in order to enforce this Guaranty, to exhaust the Beneficiary's remedies against the Seller, to enforce any security or support for the payment or performance of the Guaranteed Obligations, or to enforce any other means of obtaining payment or performance of the Guaranteed Obligations. The Guarantor waives any rights under applicable state law related to the foregoing;
- (b) Until irrevocable payment in full of the Guaranteed Obligations, the Guarantor will not exercise any right of subrogation (including any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or under applicable state law) or any right to participate in any claim or remedy of the Beneficiary against the Seller, but this standstill is not intended as a permanent waiver of the subrogation rights of the Guarantor;
- (c) To the extent permitted by law, Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof, and agrees that any payment of any obligation or other act which shall toll any statute of limitations applicable to the obligation shall also operate to toll such statute of limitations applicable to Guarantor's liability hereunder;
- (d) The liability of Guarantor hereunder shall be reinstated and the rights of the Beneficiary shall continue with respect to any amount paid by the Seller on account of the obligations guaranteed hereby, which shall thereafter be returned by the Beneficiary upon the bankruptcy, insolvency or reorganization of the Seller or for any other reason, all as though such amount had not been paid;

- (e) Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment or performance, protest, notice of dishonor or non-payment or non-performance of any such obligation or liability, suit or the taking of other action by the Beneficiary against, and any other notice to, the Seller, Guarantor or others in connection with any obligations or evidences of indebtedness held by the Beneficiary as security, in connection with any obligations or evidences of indebtedness which constitute in whole or in part the Guaranteed Obligations, or in connection with the creation of new or additional obligations; and
- (f) Guarantor hereby waives any other suretyship defenses or the benefit of any laws limiting the liability of a surety.
- (g) In addition to the foregoing, and without limiting its rights hereunder, Guarantor waives and agrees not to assert or take advantage of:
 - (i) any right to require the Beneficiary to proceed against any person, including the Seller; proceed against or exhaust any security or collateral held from the Seller, and other endorser or guarantor or any other person; or pursue any other remedy in the Beneficiary's power before proceeding against Guarantor;
 - (ii) any defense arising by reason of or based upon (A) the incapacity, lack of authority or any disability or other defense of the Seller, any other endorser or guarantor or any other person, including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Seller from any cause other than payment in full in cash and performance of the Guaranteed Obligations; (B) the cessation from any cause whatsoever, other than payment and performance in full of the obligations of the Seller, of the liability of the Seller, any endorser or guarantor or any other person; (C) any modification of the obligations, in any form whatsoever, and including the renewal, extension, acceleration or other change in time for payment of the obligations, or other change in the terms of the obligations or any part thereof; (D) (i) any principles or provisions of law, statutory or otherwise which provide that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or that are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) any rights to set-offs, recoupments and counterclaims, and (iii) promptness, diligence and any requirement that the Beneficiary protect, secure, perfect or insure any lien or any property subject thereto; and (E) to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty;

- (iii) any right to participate in any security whatsoever now or hereafter held by the Beneficiary, and waives any rights or benefits which Guarantor might have under California Code of Civil Procedure Sections 580a and 726, 580b, and 580d as from time to time amended; and
- (iv) all rights and defenses arising out of an election of remedies by the Beneficiary, including the right of Guarantor to proceed against the Beneficiary for reimbursements, and any rights or benefits under the bankruptcy and insolvency laws of the State of California or any other applicable state of the United States or under Sections 364 and 1111 of the Bankruptcy Code, as the same may be amended.

Section 5. No Waiver Remedies. No failure on the part of the Beneficiary or Guarantor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 6. Collection Costs. Guarantor hereby agrees to pay to Beneficiary, upon demand, and even if in excess of the Guaranty Cap set forth in Section 2(b) hereof, all reasonable attorneys' fees and other expenses which Beneficiary may expend or incur (i) in enforcing the Guaranteed Obligations against the Seller and/or enforcing this Guaranty against Guarantor, but only to the extent that an enforcement judgment is received from a court of competent jurisdiction or (ii) in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Seller which in any way affect the exercise by Beneficiary of its rights and remedies hereunder.

Section 7. Notices. All notices to Guarantor under this Guaranty shall, until Guarantor furnishes written notice to the contrary, be in writing and mailed, faxed or delivered to Broadway Gen Funding, LLC, 1700 Broadway, 35th Floor, New York, New York, fax (212) 615-3440, Attention: General Counsel.

Section 8. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof. Subject to Section 9 below, any Disputes (as defined in Section 9) arising out of or in connection with this Guaranty and the transactions contemplated or documents required hereby shall be submitted to the exclusive jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the City and County of Los Angeles, and appropriate appellate courts therefrom. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any Dispute arising out of or relating to this Guaranty or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such Dispute. Each party agrees that a judgment in any such Dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Guaranty and the transactions contemplated

hereunder, and is not intended to, and shall not, confer consent to jurisdiction with respect to any other Dispute in which a party to this Guaranty may become involved.

Section 9. Dispute Resolution. In the event a dispute, controversy, or claim arises between Guarantor and the Beneficiary relating to this Guaranty (a "Dispute"), the aggrieved party shall promptly provide notice of the Dispute to the other party after such Dispute arises. A meeting shall be held within fifteen (15) days between the parties, attended by representatives of the parties with decision-making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of such Dispute.

Section 10. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS GUARANTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS GUARANTY OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR EITHER OF THEM WITH RESPECT TO THIS GUARANTY, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS GUARANTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. If, at the time any form of legal action has been filed by a party in the courts of the State of California (or the federal courts of the United States of America located in the City and County of Los Angeles) in accordance with Section 8, either party determines that the foregoing waiver of jury trial is not enforceable under applicable California law but that a post-filing waiver of jury trial would be so enforceable, then (a) such party may request that the parties execute and deliver to the appropriate court a written, post-filing waiver of the parties' right to trial by jury in such legal action (which post-filing waiver shall be consistent with the foregoing waiver) and (b) in the event the other party fails to timely execute such waiver, the party that has executed the post-filing waiver may, in its sole discretion, refer, for a complete and final adjudication, any and all issues of fact or law involved in such legal action (including all discovery and law and motion matters, pretrial motions, and trial matters) to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court pursuant to California Code of Civil Procedure Section 644(a). Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five (5) years of judicial experience in civil matters; provided that in the event the Parties cannot agree upon a referee, each party shall submit to the court up to three (3) nominees for appointment as referee and the referee will be appointed by the court. The parties shall retain their objection rights under California Code of Civil Procedure Sections 641 and 642.

Section 11. Amendments, Etc. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor or the Beneficiary herefrom, shall in any event be

effective unless the same shall be in writing and signed by the Beneficiary and Guarantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 12. Interpretation. The headings of the sections and other subdivisions of this Guaranty are inserted for convenience only and shall not be deemed to constitute a part hereof.

Section 13. Successors and Assigns. This Guaranty shall be binding upon the parties hereto and their successors and assigns and insure to the benefit of and be enforceable by the parties hereto and their successors and assigns.

Section 14. No Set-off. By acceptance of this Guaranty, Beneficiary shall be deemed to have waived any right to set-off, combine, consolidate or otherwise appropriate and apply (i) any assets of Guarantor at any time held by the Beneficiary or any affiliate of the Beneficiary or (ii) any liabilities at any time owing by the Beneficiary or any affiliate of the Beneficiary to Guarantor, as the case may be, against, or on account of, any obligations or liabilities owed by Guarantor to the Beneficiary under this Guaranty.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be signed by its duly authorized officer, as of the date first written above.

BROADWAY GEN FUNDING, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED this ___ day of _____, 20__

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Name:
Title:

EXHIBIT F

Form of O&M Consent Agreement

[LVPC LETTERHEAD]

_____, 2013

Wood Group Power Operations (West), Inc.
12600 Deerfield Parkway
Suite 170
Alpharetta GA 30004

General Counsel
17420 Katy Freeway
Houston, TX 77094

Re: Acknowledgement; Amendment

Dear _____:

As you are aware, Las Vegas Power Company, LLC, a Delaware limited liability company ("LVPC"), and Southern California Public Power Authority, a California joint powers authority ("SCPPA"), have entered into an Asset Purchase Agreement dated as of _____, 2013 (the "APA"). The APA contemplates that LVPC will sell, and SCPPA will purchase, substantially all of the assets owned by LVPC associated with the nominally-rated 531 mega-watt natural gas combined cycle facility owned by LVPC and located in North Las Vegas, Nevada (the "Facility").

LVPC and SCPPA have agreed that, subject to the occurrence of the closing under the APA (the "Closing"), LVPC shall assign to SCPPA, and SCPPA shall accept assignment of, the Operation and Maintenance Agreement dated February 12, 2007, by and between LS Power Acquisition CO I, LLC and Wood Group Power Operations (West), Inc. ("Wood Group") (as assigned to LVPC as of August 1, 2007), and the Letter Confirming Extension of Operation and Maintenance Agreement for a Three Year Term dated February 12, 2013 (collectively, the "O&M Agreement"). Such assignment and amendment shall not be effective until the date on which the Closing has occurred.

LVPC hereby requests, and you, by counter-signing this letter, hereby acknowledge, pursuant to Section 13.1.1 of the O&M Agreement, the assignment of the O&M Agreement from LVPC to SCPPA, effective upon the occurrence of the Closing. At the time of such assignment, Wood Group shall release LVPC from any and all of LVPC's obligations under the O&M Agreement other than any obligations under the O&M Agreement arising prior to the occurrence of the assignment and those specified in Section 13.11 of the O&M Agreement.

Moreover, you hereby consent to the terms set forth in Amendment No. 1 to that certain Operation and Maintenance Agreement dated February 12, 2007, by and between LS Power Acquisition CO I, LLC and Wood Group Power Operations (West), Inc., attached hereto as Attachment 1, which shall be executed and delivered concurrently upon the occurrence of the assignment of the O&M Agreement from LVPC to SCPPA.

Finally, by counter-signing this letter, you confirm that the O&M Agreement is in full force and effect as of the date of your counter-signature below.

Please counter-sign and date this letter where indicated below and fax or email the signed letter to my attention at [_____].

Thank you in advance for your prompt attention to this matter.

Very truly yours,

[_____]

By: _____

Name:

Title:

Acknowledged and Agreed:

Wood Group Power Operations (West), Inc.

By: _____
Name:
Title:
Date:

Attachment 1

Form of Amendment to O&M Agreement

**AMENDMENT
TO
OPERATION AND MAINTENANCE AGREEMENT**

This AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT (this "Amendment") is made as of _____, 2013, and amends that certain Operation and Maintenance Agreement (the "O&M Agreement"), dated as of February 12, 2007 (the "Agreement Date"), by and between LS Power Acquisition CO I, LLC (as subsequently assigned to Las Vegas Power Company, LLC, a Delaware limited liability company, "Seller" and the term of which was extended pursuant to the Letter Confirming Extension of Operation and Maintenance Agreement for a Three Year Term ("Letter Agreement") dated February 12, 2013) and Wood Group Power Operations (West), Inc., a Nevada corporation ("Operator," and collectively with Seller, the "Parties"). Capitalized terms used herein that are not otherwise defined in this Amendment shall have the same meanings as those ascribed in the O&M Agreement.

WHEREAS, the obligation of the Southern California Public Power Authority, a California joint power authority ("SCPPA") to consummate a "Closing" under that certain Asset Purchase Agreement by and between Seller and SCPPA, dated as of _____, 2013 (the "APA"), pursuant to which Seller will sell, and SCPPA will purchase the assets of Seller associated with a nominally-rated 531 mega-watt natural gas combined cycle facility owned by Seller and located in North Las Vegas, Nevada (the "Facility"), subject to the satisfaction or waiver by Seller of certain conditions, including the assignment by Seller to SCPPA of the O&M Agreement;

WHEREAS, SCPPA is willing to take assignment of the O&M Agreement subject to certain amendments thereto;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Section 3.5(iii), Standards for Performance of the Services.* Section 3.5(iii) shall be amended to delete the parenthetical "(including without limitation the Facility's certification as an "exempt wholesale generator under the Public Utility Regulatory Policies Act of 1978)."

2. *Section 7.2, Reimbursable Costs.* The second paragraph, last sentence of Section 7.2 shall be revised to state:

Owner shall make payment to Contractor of the invoiced amount by no later than thirty (30) days following the date on which the invoice is received.

3. *Section 8.1, Term.* The term of the O&M Agreement (as extended pursuant to the Letter Agreement) shall be extended for an additional one (1) year period, until February 12, 2017.

4. *Section 13.13, Notice.* The notice information in reference to Owner shall read:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Tel: 626-793-9364
Attention: [_____]

with a copy to:

City of Los Angeles
acting by and through the Department of Water and Power
111 N. Hope Street, Room []
Los Angeles, CA 90012
Tel: []
Attention: [_____]

5. *Multiemployer Pension Plan.* Operator represents and warrants that Operator does not maintain or contribute to, and has not ever maintained or contributed to, any multiemployer pension plan with respect to the Facility Personnel.

6. *Referenced Documents.* Operator represents and warrants that the "PSA Personnel Obligations" referenced in Section 3.6 of the O&M Agreement have expired or are no longer in effect as of the date of this Amendment.

7. *No Further Changes.* Except as specifically provided for in this Amendment, all of the terms and conditions of the O&M Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties may, prior to the expiration of the Term as amended in accordance with paragraph 3 hereof, by mutual agreement, to incorporate additional amendments to the O&M Agreement in order to comply with various policies and procedures of SCPPA and its operating agent for the Facility, the City of Los Angeles Department of Water and Power.

8. *Agreement.* After the date hereof, all references in the O&M Agreement to the "Agreement" shall refer to the O&M Agreement as amended by this Amendment.

9. *Governing Law.* This Amendment, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by, and construed under, the laws of the State of California, without reference to conflicts of laws rules.

10. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective when both Parties

shall have received counterparts hereof signed by the other Party. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

[Signature Page Follows]

OPERATOR:

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY:**

[]

[]

By: _____

Name:
Title:

By: _____

Name:
Title:

EXHIBIT G

Form of Seller Letter of Credit

IRREVOCABLE STANDBY
LETTER OF CREDIT NO. _____

Applicant:

Broadway Generating Company, LLC
c/o LS Power Development, LLC
Two Tower Center 11th Fl.
East Brunswick, NJ 08816

Beneficiary:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
1160 Nicole Court
Glendora, CA 91740
Attention: General Counsel

Amount:

Expiry Date: [To occur no less than 18 months after Closing Date under APA]

Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit ("Letter of Credit") in favor of the Beneficiary by order and for the account of the Applicant which is available at sight for USD \$XX,XXX,XXX¹ by sight payment:

- (a) upon presentation to us at our office at One Front Street, 21st Floor, San Francisco, CA 94111, of: (i) your written demand for payment containing the text of Exhibit I and (ii) your purportedly signed statement containing the text of Exhibit II ("*Documents*"); or
- (b) Documents may also be presented to us, by facsimile transmission to facsimile number 1-336-735-0952 (each such drawing, a "*Fax Drawing*"); provided, however, that a Fax Drawing will not be effectively presented until you confirm by telephone our receipt of such Fax Drawing by calling us at telephone number 1-800-776-3862. If you present a Fax Drawing under this Letter of Credit you do not need to present the original of any Documents, and if we receive any such original Documents they will not be examined by us. In the event of full or final

¹ Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

drawing, the original Letter of Credit must be returned to us by overnight courier.

Upon presentation to us of your Documents in conformity with the foregoing, on the next Business Day after such presentation (unless such presentation occurs after 1:00 p.m., Pacific Time on the day of such presentation, in which event payment will be made on the second Business Day), but without any other delay whatsoever, irrevocably and without reserve or condition, we will make payment to your order in the account at the bank designated by you in the demand in immediately available funds. Funds may be drawn under this Letter of Credit, from time to time, in one or more drawings, in amounts not exceeding in the aggregate the Amount specified above.

This Letter of Credit is transferable by Beneficiary one or more times, but in each instance only to a single transferee and only in the full amount available to be drawn under this Letter of Credit at the time of such transfer. Any such transfer may be effected only through Wells Fargo Bank, N.A. and only upon presentation to us at the presentation office specified herein of a duly executed transfer request in the form attached hereto as Exhibit III after the instructions set forth therein in brackets complied with, together with the original of this Letter of Credit and any amendments thereto, and payment of our transfer fee. Each transfer shall be evidenced by our endorsement on the reverse of the original of this Letter of Credit, and we shall deliver such original to the transferee. The transferee's name shall automatically be substituted for that of the Beneficiary wherever such Beneficiary's name appears within this Letter of Credit. All charges in connection with any transfer of this Letter of Credit are for the Applicant's account.

We are subject to various laws, regulations and executive and judicial orders (including economic sanctions, embargoes, anti-boycott, anti-money laundering, anti-terrorism, and anti-drug trafficking laws and regulations) of the U.S. and other countries that are enforceable under applicable laws. We will not be liable for our failure to make, or our delay in making, payment under this Letter of Credit or for any other action we take or do not make, or any disclosure we make, under or in connection with the Letter of Credit (including, without limitation, any refusal to transfer this Letter of Credit) that is required pursuant to a valid written governmental order under such laws, regulations, or orders.

We agree that if, on the expiration date of this Letter of Credit, the office specified above is not open for business by virtue of an interruption of the nature described in the "Uniform Customs and Practices for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600 (*Uniform Customs*)" Article 36, this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

"Business Day" means a day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized or required by law to close.

Provided that the presentation of Documents on this Letter of Credit is made on or prior to the expiration date hereof and the applicable Documents conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud,

·forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a valid written order issued by a court of competent jurisdiction that is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Documents with care so as to ascertain that on their face they appear to comply with the terms of this Letter of Credit, and that if such demand(s) and Documents on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

The expiration date of this Letter of Credit may be extended, or the stated amount of this Letter of Credit may be increased or decreased, by an amendment to this Letter of Credit in the form of Exhibit IV, which amendment shall become effective only upon acceptance by your signature on a hard copy of such amendment.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this Letter of Credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs. As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California.

Yours faithfully,

(name of issuing bank)

By _____
Title _____

EXHIBIT I
DEMAND FOR PAYMENT

Re: Irrevocable Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of \$ _____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable Standby Letter of Credit no. _____ dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____ as the Applicant.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT II
STATEMENT

Re: Your Irrevocable Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable Standby Letter of Credit no. _____, dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____.

We hereby certify to you that \$ _____ is due, owing and unpaid to us by the Applicant pursuant to Article VIII in that certain Asset Purchase Agreement dated as of [*], 2013 by and between Las Vegas Power Company, LLC and Southern California Public Power Authority.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT III
TRANSFER REQUEST

TRANSFER REQUEST OF WELLS FARGO BANK, N.A. IRREVOCABLE STANDBY
LETTER OF CREDIT NUMBER: _____

TO: WELLS FARGO BANK, N.A.

DATE: _____

U.S. TRADE SERVICES
STANDBY LETTER OF CREDIT DEPARTMENT
ONE FRONT STREET, 21ST FLOOR, MAC A0195-212
SAN FRANCISCO, CALIFORNIA 94111

U.S. TRADE SERVICES
STANDBY LETTER OF CREDIT DEPARTMENT
401 LINDEN STREET, MAC-D4004-012
WINSTON-SALEM, NORTH CAROLINA 27101

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY OF THE ABOVE DESCRIBED LETTER OF CREDIT (THE "TRANSFEROR") HEREBY IRREVOCABLY TRANSFERS ALL ITS RIGHTS UNDER THE LETTER OF CREDIT AS AMENDED TO THIS DATE (THE "CREDIT") TO THE FOLLOWING TRANSFEREE (THE "TRANSFEREE"):

NAME OF TRANSFEREE

ADDRESS

BY THIS TRANSFER, ALL RIGHTS OF TRANSFEROR IN THE LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE, AND THE TRANSFEREE SHALL BE THE SOLE BENEFICIARY OF THE LETTER OF CREDIT, POSSESSING ALL RIGHTS PERTAINING THERETO, INCLUDING, BUT NOT LIMITED TO, SOLE RIGHTS RELATING TO THE APPROVAL OF ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. YOU ARE HEREBY IRREVOCABLY INSTRUCTED TO ADVISE FUTURE AMENDMENT(S) OF THE LETTER OF CREDIT TO THE TRANSFEREE WITHOUT THE TRANSFEROR'S CONSENT OR NOTICE TO THE TRANSFEROR.

ENCLOSED ARE THE ORIGINAL LETTER OF CREDIT AND THE ORIGINAL(S) OF ALL AMENDMENTS THERETO TO DATE.

THE TRANSFEROR WARRANTS TO YOU THAT THIS TRANSFER AND THE TRANSACTION(S) HEREUNDER WILL NOT CONTRAVENE ANY FEDERAL LAWS OR REGULATIONS OF THE UNITED STATES NOR THE LAWS OR REGULATIONS OF ANY STATE THEREOF. PLEASE NOTIFY THE TRANSFEREE OF THIS TRANSFER AND OF THE TERMS AND CONDITIONS OF THE LETTER OF CREDIT AS TRANSFERRED. THIS TRANSFER WILL BECOME EFFECTIVE UPON WELLS FARGO BANK, N.A.'S WRITTEN NOTIFICATION TO THE TRANSFEREE THAT SUCH TRANSFER WAS EFFECTED.

(TRANSFEROR'S NAME)

BY: _____
PRINTED NAME: _____
TITLE: _____

PHONE NUMBER: _____

EXHIBIT IV
AMENDMENT

Re: Irrevocable Standby Letter of Credit

No. _____ Dated _____, 20__

Beneficiary:

Applicant:

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY
1160 Nicole Court
Glendora, CA 91740

To Whom It May Concern:

The above referenced Irrevocable Standby Letter of Credit is hereby amended as follows: by [increasing][decreasing] the stated amount by \$ _____ to a new stated amount of \$ _____ [and][by extending the expiration date to _____ from _____]. All other terms and conditions of the Letter of Credit remain unchanged.

This amendment is effective only when accepted by Southern California Public Power Authority below.

Dated: _____

Yours faithfully,

(name of issuing bank)

By _____
Title _____

ACCEPTED

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By _____
Title _____
Date _____

SCHEDULES

to the

ASSET PURCHASE AGREEMENT

by and between

LAS VEGAS POWER COMPANY, LLC,

as Seller

and

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

as Purchaser

October 17, 2013

APEX GENERATING STATION

Clark County, Nevada

General Terms and Conditions

These schedules ("*Disclosure Schedules*") are furnished pursuant to the Asset Purchase Agreement, dated as of October 17, 2013 (the "*Agreement*"), between Southern California Public Power Authority ("*Purchaser*") and Las Vegas Power Company, LLC ("*Seller*"). Unless the context otherwise requires, capitalized terms not defined herein have the meanings ascribed to them in the Agreement. The headings contained in these Disclosure Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the Agreement or the information contained in these Disclosure Schedules. These Disclosure Schedules are subject to all of the terms and conditions set forth in the Agreement.

The disclosures made in these Disclosure Schedules relate to any and all of the representations and warranties and covenants made in the Agreement and to matters of disclosure generally. Schedule references in these Disclosure Schedules are for convenience only, and the disclosure of any fact or item in any Disclosure Schedule referenced by a particular section of the Agreement shall be deemed to have been disclosed with respect to every other section in the Agreement.

Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Disclosure Schedules. Such additional matters are set forth for informational purposes. Items may be included in these Disclosure Schedules that are not material in order to avoid any misunderstanding, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. In no event shall the inclusion of any matter in these Disclosure Schedules be deemed or interpreted to broaden the Seller's representations, warranties, covenants or agreements contained in the Agreement.

In the event that information in these Disclosure Schedules conflicts with any other information Made Available to Purchaser, the Disclosure Schedules shall govern or prevail. These Disclosure Schedules may be supplemented or amended from time to time prior to the Closing pursuant to the Agreement.

Schedule 1.01(a)

Seller's Knowledge

John King

Mark Strength

Carolyn Wass

Dale Gray

Matt Mitchell

Kathy French

Schedule 1.01(b)

Purchaser's Knowledge

John Dennis

Michael Webster

Hamid Nejad

Bill Carnahan

Kelly Nguyen

Randy Krager

Schedule 1.01(c)

Existing Encumbrances; Title Commitment; Survey

Existing Encumbrances

1. All exceptions and liens set forth in the Commitment issued by Chicago Title Insurance Company dated July 9, 2013.
2. The Amended and Restated Credit Agreement, dated as of June 19, 2008, among Broadway Gen Funding, LLC as Borrower, the several Lenders from time to time party thereto, Union Bank of California, N.A. and WestLB, New York Branch, as Co-Documentation Agents, General Electric Capital Corporation, as Syndication Agent, and ING Capital LLC, as Administrative Agent, as amended, and all documents, instruments, certificates, filings and agreements executed and/or delivered in connection therewith.
3. Intercompany Indebtedness that may be incurred by Company to Broadway or any of its Affiliates and will be released at or prior to Closing, including that Second Lien Secured Subordinated Promissory Note and related documentation.
4. Liens arising pursuant to the Water Agreement between Las Vegas Valley Water District and Mirant Las Vegas, LLC, dated June 5, 2001, as amended.
5. Kern River Gas Transmission Company ("Kern River") Right of First Refusal for the meter station facilities pursuant to the Operating Agreement between Kern River and Mirant Las Vegas, LLC dated January 12, 2007.
6. Equipment Lease Agreement between Las Vegas Power Company, LLC and General Electric Capital Corporation dated May 24, 2010.

Title Commitment

Commitment for Title Insurance issued by Chicago Title Insurance Company dated July 9, 2013.

Endorsements

1. Zoning (ALTA 3)
2. Environmental Liens (ALTA 8.1)
3. Surface Damage/Mineral Entry (CLTA 100.29)
4. Access to a Public Road Via Easement (CLTA 103.4)
5. Address, Location, and Dimensions (CLTA 116)
6. Insured Property Same as Survey (CLTA 116.1)
7. Contiguity – Land/Insured Property to Insured Easements (CLTA 116.4)

8. Subdivision Map Act (CLTA 116.7, modified to reflect NRS Chapter 278)
9. Separate Tax Parcel (ALTA 18-06)
10. Tax Deed (Easements) (Chicago Title equivalent to Stewart Title endorsement issued in connection with 2007 title policy for the land)
11. CC&Rs, Present or Future Violation (CLTA 100.6)
12. Special Electronic Signatures Endorsement (Chicago Title equivalent to Stewart Title Form)
13. Special Patent Endorsement (Chicago Title Form SE-98-06 Patent Endorsement (11/17/2011) acceptable)
14. Deletion of Arbitration Requirement (CLTA 110.1-06 deletion endorsement)
15. Energy Project – Definitions Endorsement (altered to fit severable improvements and specifics of a natural gas facility)
16. Energy Project – Covenants, Conditions, and Restrictions (ALTA 36.4-06)
17. Energy Project – Encroachments (ALTA 36.6-06)
18. Energy Project – Easements (ALTA 36-06) (Owner’s Policy)
19. Energy Project – Special Measure of Loss (Chicago Title October 15 Form)

Survey

ALTA/ACSM Land Title Survey dated August 2, 2013 and updated on September 5, 2013.

Schedule 1.01(d)

Excluded Assets

1. The rights and benefits pursuant to that certain Settlement Agreement and Mutual Release, dated June 25, 2013, made by, between and among California Independent System Operator Corporation, Seller and BNP Paribas Energy Trading GP, including any and all amounts payable or receivable thereunder.
2. Accounts receivable from EDF relating to pre-Closing periods.
3. Accounts receivable from Nevada Power Company pursuant to LVPC's reactive power rate schedule.
4. Accounts receivable or refunds owed from Nevada Power Company under the Transmission Service Agreements relating to the Transmission Rate Case in FERC Docket Nos. ER13-255-000 and EL13-28-000 and/or the Transmission Rate Case in FERC Docket Nos. ER13-1605-000 and ER13-1607-000 attributable to periods prior to Closing.
5. Market-Based Rate authorization in FERC Docket No. ER03-160-000, granted on December 17, 2002.
6. Las Vegas Power Company, LLC's Rate Schedule FERC No. 1 for Reactive Supply and Voltage Control from Generation Sources Service in Docket No. ER11-4730-000.
7. Accounting system.
8. HSE Compliance Tool (owned by Wood Group).
9. Proprietary GE-Owned software as defined in the LTSA (owned by GE).
10. UltiPro Payroll Tool (owned by Wood Group).
11. Health, Safety & Environmental Procedure Manual (owned by Wood Group).
12. EMS (Energy Management System) (owned by CECD/Plant Energy Scheduler).
13. Gas turbine temporarily stored at Apex site (owned by Wood Group).
14. Spares and Inventory owned by GE.
15. All Material Contracts other than the Assigned Facility Contracts.
16. All rights and benefits of Seller and its Affiliates under the Agreement.

Schedule 2.06(b)

Prorations Adjustment Example

By way of example only, the calculation of the Prorations Adjustment is as follows:

PRORATIONS ADJUSTMENT EXAMPLE

Estimated as of 6/30/2013

	Apex
Prepaid expenses	385,152
NPC Refund Amount ¹	-
Minus:	
Third-party accounts payable	(1,722,993)
Accrued expenses	(344,403)
PRORATIONS ADJUSTMENT	(1,578,077)

¹ To be determined and paid once known if not known at Closing.

Schedule 2.07

Assumed Liabilities

1. All Liabilities relating to, arising under or pursuant to the Assigned Facility Contracts other than any Liabilities arising prior to and as of the Closing
2. Accounts payable, expenses (accrued or otherwise) and other current liabilities recorded on the Financial Statements or arising in the Ordinary Course, in either case, with respect to any period prior to Closing and which are payable after the Closing
3. Costs associated with re-licensing the Intellectual Property Licenses set forth in the table under item 17 of Schedule 3.13(c), or marked with “*\$” in Schedule 3.13(c) whether payment comes due prior to or after the Closing
4. To the extent arising after the Closing:
 - 4.1. All Liabilities and obligations under the Permits and environmental permits
 - 4.2. All Liabilities arising from any violation of applicable Environmental Laws or other Laws in connection with the operation or maintenance of the Facility or the Real Property
 - 4.3. All Liabilities arising from any Environmental Condition on the Real Property to the extent not existing prior to the Closing, including Liabilities related to remediation, natural resource damages, bodily injury or property damage
 - 4.4. All Liabilities arising from the off-site transportation, disposal, recycling or storage, or arrangement for same, of Hazardous Materials, from the Facility, including Liabilities related to remediation, natural resource damages, bodily injury or property damage
 - 4.5. All Liabilities arising with respect to employees of Operator, Purchaser, an Affiliate of Purchaser, or former employee of any of the foregoing
 - 4.6. Any and all Taxes imposed on or with respect to the Purchased Assets attributable to any period after Closing

Without limiting the generality of the foregoing, Purchaser specifically excludes and disclaims any Liabilities arising due to the actions or omissions of Seller and any predecessor thereof with respect to:

- Access Easement from GDL 7, LLC to Mirant Las Vegas, LLC, dated April 16, 2001
- Access Easement from GDL 7, LLC to Mirant Las Vegas, LLC, dated June 18, 2001

- Access Easement from HDL 8, LLC to Mirant Las Vegas, LLC, dated June 18, 2001
- Utilities Easement from GDL 7, LLC to Mirant Las Vegas, LLC, dated April 16, 2001
- (Correction) Access Easement from Mirant Las Vegas, LLC to GenWest, LLC and Southern Nevada Water Authority dated January 9, 2006

which Liabilities shall be deemed "Excluded Liabilities" hereunder.

Schedule 3.03(b)

Seller Approvals

Governmental Authority Consents or Approvals

1. Hart-Scott-Rodino (HSR)
2. Approval of Federal Communication Commission re: transfer of license and Radio Station Authorization for Call Sign WQGL281, or any other call signs held by Seller, issued by the Federal Communications Commission Wireless Telecommunications Bureau
3. Transfer of Authority to Construct/Operating Permit (Facility No. 1520) issued by Clark County Department of Air Quality and Environmental Management on May 7, 2008, Modification 2, Revision 5
4. Transfer of Clark County Department of Air Quality and Environmental Management Part 70 Operating Permit Number 1520 (Title V Permit) issued September 12, 2013
5. Inspection for reissuance of Clark County Septic System permits number SL965-FJE-00 and SL965-FJE-01
6. Reissuance of Clark County Fire Department Permits 77-7724320 FDGC 03, 77-7712320 FLPG 03, 77-7716320 FFCL 03, 77-7755320 FHPC 03, 77-7727320 FHWO 03, 77-7719420 FDHM 03, 77-7759320 FDBS 03
7. Transfer of Las Vegas Power California Air Resources Board CAL E-GGRT accounts 104050 and 104233 (SF6)

Third-Party Consents or Approvals

8. Las Vegas Valley Water District and Silver State Energy Association pursuant to the Consent to Assignment and Amendment No. 2 to Agreement to that certain Water Agreement dated June 5, 2001, as amended on November 14, 2005, by and among Las Vegas Valley Water District, Las Vegas Power Company, LLC, Southern California Public Power Authority and, for limited purposes, Silver State Energy Association
9. Silver State Energy Association, pursuant to the Energy Sales Agreement by and between Southern California Public Power Authority and Silver State Energy Association
10. Nevada Power Company with respect to the following agreements:
 - a. Service Agreement No. 98-A2 (225 MW) and Service Agreement No. 99-A2 (275 MW) for Long-term Firm Point-to-Point Transmission Service between Nevada Power Company and Las Vegas Power Company, LLC effective June 15, 2008.
 - b. Amended and Restated Mirant Consent and Agreement dated January 10, 2006

- c. Agreement for Dynamic Scheduling of the Apex Generating Station between Nevada Power Company and Las Vegas Power Company, LLC dated September 1, 2008
11. Kern River Gas Transmission Company pursuant to the following agreements:
 - a. Restatement of Operational Balancing Agreement between Las Vegas Power Company, LLC and Kern River Gas Transmission Company dated January 28, 2011
 - b. Operating Agreement by and between Kern River Gas Transmission Company and Mirant Americas Energy Marketing, LP dated April 29, 2002, re-executed January 12, 2007
 12. CAISO pursuant to the Resource-Specific System Resource Agreement by and between Las Vegas Power Company, LLC and California Independent System Operator Corporation dated June 10, 2009
 13. General Electric Capital Corporation pursuant to the Equipment Lease Agreement between Las Vegas Power Company, LLC and General Electric Capital Corporation dated May 24, 2010 *
 14. Wood Group Power Operations (West), Inc. pursuant to the amendment to the Operation and Maintenance Agreement for the Apex Electric Generating Facility by and between Las Vegas Power Company, LLC and Wood Group Power Operations (West), Inc. dated as of February 12, 2007 and extended February 12, 2013
 15. Emerson Process Management Electrical Reliability Services, Inc. ("Emerson") pursuant to Purchase Order #AX-9473 between Emerson and Las Vegas Power Company, LLC dated January 11, 2013 *
 16. Various parties, as listed in the items marked with either: "*", "*\$", "***", or "****+" in Schedule 3.13(c), which are incorporated herein by reference.
 17. Constellation Energy Control and Dispatch, LLC, pursuant to the Generation Services Agreement by and between Constellation Energy Control and Dispatch, LLC, and Las Vegas Power Company, LLC, dated June 30, 2011, for the limited purpose of extending the term of that agreement until the end of 2014, or in the alternative, the provision by Seller of a replacement contract or service on substantially similar (or better) terms.

* Notwithstanding the terms of the Agreement, items marked in this Schedule 3.03(b) with an asterisk shall not be considered "Seller Approvals" for purposes of satisfying the condition set forth in Section 6.01(e). Seller shall use commercially reasonable efforts to obtain the consent of the counterparties under each of the items marked in this Schedule 3.03(b) with an asterisk.

Schedule 3.04

Litigation

1. Proceeding relating to that certain Settlement Agreement and Mutual Release, dated June 25, 2013, made by, between and among California Independent System Operator Corporation, Seller and BNP Paribas Energy Trading GP.
2. FERC Docket Nos. ER13-255-000, ER13-1607-000 and EL13-28-000. On October 31, 2012, Nevada Power Company ("NPC") filed with the Federal Energy Regulatory Commission ("FERC" or the "Commission") in Docket No. ER13-255-000 rate schedules with revised Zone B rates for certain transmission and ancillary services. Las Vegas Power Company, LLC, which is a Zone B transmission customer of NPC, intervened and protested the filing on November 21, 2012. On December 31, 2012, the Commission accepted for filing the rate schedules reflecting rate increases, suspended them for a five-month period, effective June 1, 2013, subject to refund, and ordered hearing and settlement judge procedures. The Commission accepted the rate schedules reflecting a rate decrease effective January 1, 2013, and instituted an investigation in Docket No. EL13-28-000 to determine whether further decreases are necessary. Nevada Power Co. 141 FERC ¶ 61,267 (2012). The parties are currently engaged in settlement discussions.
3. FERC Docket Nos. ER13-1605-000 and EC13-113-000. On May 31, 2013, NV Energy filed with the Commission in Docket No. ER13-1605-000 rate schedules with revised single system rates for certain transmission and ancillary services. Las Vegas Power Company, LLC intervened and protested the filing on July 1, 2013. Also on May 31, 2013, NPC and Sierra Pacific Power Company ("Sierra Pacific") filed with the FERC in Docket No. ER13-1607-000 to revise their Open Access Tariff to reflect the consolidation of the two operating utilities (NPC and Sierra Pacific) and their respective transmission systems. Seller intervened and protested the filing on July 1, 2013. In addition, on May 31, 2013, NV Energy filed with FERC pursuant to Section 203 of the Federal Power Act in Docket No. EC13-113-000 for approval to merge the NPC and Sierra Pacific systems.

Schedule 3.05(a)

Compliance with Laws

None.

Schedule 3.05(b)

Permits; Compliance with Permits

1. Exempt Wholesale Generator authorization in Federal Energy Regulatory Commission Docket No. EG03-13-000, granted on January 3, 2003. *
2. Market-Based Rate authorization in FERC Docket No. ER03-160-000, granted on December 17, 2002. *
3. Notice of Issuance of Section 204 Order in FERC Docket No. ER03-160-000, Issued on January 17, 2007 *
4. Clark County Business License No. DO 2000005.935*
5. State of Nevada Business License ID No. 1001196040*
6. Clark County Fire Department Access Gates Permit No. C-03435-1-2003 dated June 3, 2003***
7. Nevada Certificate of Registration of Foreign Limited Liability Company dated February 13, 2001 with amendment dated May 15, 2007 (Las Vegas Power Company, LLC)*
8. Radio Station Authorization for Call Sign WQGL281 issued by the Federal Communications Commission Wireless Telecommunications Bureau effective March 22, 2008. **
9. Notice of Final Actions from the Clark County Department of Comprehensive Planning Current Planning Division ZC-0794-00 and UC-1565-01.
10. Boiler/Pressure Vessel Operating Permits issued by Nevada Department of Business and Industry, which expire on varying dates between February 17, 2014 and March 26, 2016 with the following permit numbers:

02-0757	02-0817
02-0761	02-0818
02-0809	02-0819
02-0765	02-0820
07-0416	02-0815
02-0800	02-0816
02-0802	02-0821
02-0803	02-0822
02-0806	02-0810
02-0807	02-0766
02-0805	02-0801
02-0804	02-0798
02-0823	02-0799

02-0824	9812668
02-0811	9812669
02-0812	
02-0813	
02-0814	

11. Clark County Fire Department Permits 77-7724320 FDGC 03, 77-7712320 FLPG 03, 77-7716320 FFCL 03, 77-7755320 FHPC 03, 77-7727320 FHWO 03, 77-7719420 FDHM 03, 77-7759320 FDBS 03***
12. Nevada Hazardous Materials Permit No. 25055 issued by State Fire Marshal, expires February 28, 2014.

* Permit will not be transferred to Purchaser.

** Permit requires approval of Federal Communication Commission for transfer of license.

*** Permit requires re-issuance to Purchaser by Clark County Fire Department.

Schedule 3.06(b)

Assigned Facility Contracts

1. Letter Agreement for the Import of Regulation and Other Services from the Apex Generating Station to the CAISO Control Area dated August 20, 2003
 - 1.1. Amendment No. 1 to the Letter Agreement for the Import of Regulation and Other Services from the Apex Generating Station to the CAISO Control Area dated September 24, 2004
 - 1.2. Assignment Agreement between Mirant Energy Trading, LLC and Mirant Las Vegas, LLC dated April 25, 2007
2. Interconnection and Operation Agreement between Nevada Power Company and Mirant Las Vegas, LLC effective July 1, 2001
3. Agreement between Las Vegas Valley Water District and Mirant Las Vegas, LLC, dated June 5, 2001
 - 3.1. Amendment No. 1 to Water Agreement, November 14, 2005
 - 3.2. Letter Re: Withdrawal and Reversion of a Portion of Permit No. 68822 dated February 4, 2009
4. Master Project Development and Operating Agreement between Mirant Las Vegas, LLC and GenWest, LLC, executed as of September 26, 2001, and Supplements 1 through 8 thereof
 - 4.1. Memorandum of Agreement by and among Pinnacle West Energy Corporation and Mirant Las Vegas, LLC dated October 18, 2005.
 - 4.2. Letter Agreement regarding Silverhawk Agreement dated January 9, 2006
 - 4.3. Amended and Restated Mirant Consent and Agreement dated January 10, 2006
5. Termination Agreement and Release between Las Vegas Power Company, LLC and Dry Lake Water, LLC dated August 26, 2008
6. Operation and Maintenance Agreement for the Apex Electric Generating Facility by and between Las Vegas Power Company, LLC and Wood Group Power Operations (West), Inc. dated as of February 12, 2007 and extended February 12, 2013.
7. Long-term Service Agreement between Mirant Las Vegas, LLC and General Electric International, Inc. dated June 16, 2004 for the Apex Facility in Las Vegas, NV, and related Guaranty issued by General Electric Company

- 7.1. First Amendment to the Long Term Service Agreement by and between Las Vegas Power Company, LLC and General Electric International, Inc. dated January 3, 2012
8. Service Agreement No. 98-A2 (225 MW) for Long-term Firm Point-to-Point Transmission Service between Nevada Power Company and Las Vegas Power Company effective June 15, 2008
9. Service Agreement No. 99-A2 (275 MW) for Long-term Firm Point-to-Point Transmission Service between Nevada Power Company and Las Vegas Power Company effective June 15, 2008
10. Agreement for Large Standby Electric Service between Nevada Power Company and Mirant Las Vegas, LLC, dated April 12, 2006
11. Settlement Agreement dated January 31, 2003 for Complaint of Mirant Las Vegas, LLC against Nevada Power Co.
12. Settlement Agreement dated March 24, 2005 between Nevada Power Company and Mirant Las Vegas, LLC et. al.
13. Settlement Agreement dated May 23, 2005 between Nevada Power Company and Mirant Las Vegas, LLC et. al.
14. Collective Bargaining Agreement between Wood Group Power Operations (West), Inc. and International Brotherhood of Electrical Workers Local 396 effective June 1, 2011
15. Facilities Agreement by and between Kern River Gas Transmission Company and Mirant Americas Energy Marketing, LP dated April 29, 2002
 - 15.1. Signal Letter Agreement between Kern River Gas Transmission Company and Las Vegas Power Company, LLC dated May 23, 2007
 - 15.2. Amendment and Consent Agreement, dated as of April 30, 2007, by and among Mirant Marketing, Mirant, Kern, and LS Power.
16. Restatement of Operational Balancing Agreement between Las Vegas Power Company, LLC and Kern River Gas Transmission Company dated January 28, 2011
17. Operating Agreement by and between Kern River Gas Transmission Company and Mirant Americas Energy Marketing, LP dated April 29, 2002, re-executed January 12, 2007
18. FERC Order accepting Apex Emergency Redispatch Service tariff dated September 5, 2003 effective as of July 10, 2003; revised tariff filed dated June 4, 2007 and effective June 5, 2007.

19. Agreement for Dynamic Scheduling of the Apex Generating Station between Nevada Power Company and Las Vegas Power Company, LLC dated September 1, 2008
20. Resource-Specific System Resource Agreement by and between Las Vegas Power Company, LLC and California Independent System Operator Corporation dated June 10, 2009
21. Generation Services Agreement by and between Constellation Energy Control and Dispatch, LLC and Las Vegas Power Company, LLC dated June 30, 2011**
22. Purchase Order #AX-9493 between Airgas West Inc. and Las Vegas Power Company, LLC dated January 17, 2013*
23. Purchase Order #AX-9494 between Airgas West Inc. and Las Vegas Power Company, LLC dated January 17, 2013*
24. Purchase Order #AX-9495 between Airgas West Inc. and Las Vegas Power Company, LLC dated January 17, 2013*
25. Purchase Order #AX-9496 between Airgas West Inc. and Las Vegas Power Company, LLC dated January 17, 2013*
26. Product Sale Agreement between Airgas West, Inc. and Las Vegas Power Co, LLC dated September 2, 2009
27. Purchase Order #AX-9500 between EMBARQ and Las Vegas Power Company, LLC dated January 17, 2013*
28. Purchase Order #AX-9485 between EMBARQ and Las Vegas Power Company, LLC dated January 16, 2013*
29. Purchase Order #AX-9473 between Emerson and Las Vegas Power Company, LLC dated January 11, 2013
 - 29.1. Emerson Fee Schedule between Emerson and Las Vegas Power Company, LLC, effective January 1, 2012*
30. Refrigeration Equipment Preventative Service Agreement by and between Mericle Mechanical, Inc. and Las Vegas Power Company, LLC dated December 12, 2012
 - 30.1. Purchase Order #AX-9444 between Las Vegas Power Company, LLC and Mericle Mechanical, Inc., date of issue December 12, 2012
31. Purchase Order #AX-9497 between Safety-Kleen Systems, Inc. and Las Vegas Power Company, LLC dated January 17, 2013
32. Purchase Order #AX-9486 between Unifirst Corp and Las Vegas Power Company, LLC dated January 16, 2013

33. Purchase Order #AX-9506 between Utility Services, LLC and Las Vegas Power Company, LLC dated January 17, 2013
34. Purchase Order #AX-9499 between Verizon Wireless and Las Vegas Power Company, LLC dated January 17, 2013
35. Equipment Lease Agreement between Las Vegas Power Company, LLC and General Electric Capital Corporation dated May 24, 2010*
 - 35.1. Purchase Order # AX-9490-2012 between Las Vegas Power Company, LLC and GE Capital, date of issue January 16, 2013*
36. Equipment Maintenance Agreement between Alternative Office Systems and Las Vegas Power, LLC dated April 30, 2010
 - 36.1. Purchase Order #AX-9508 between Alternative Office Systems and Las Vegas Power Company, LLC dated January 17, 2013*
37. Purchase Order #AX-9507 between Viper Cleaning Systems and Las Vegas Power Company, LLC dated January 17, 2013*
38. Purchase Order #AX-9752 between ABB High Voltage Services and Las Vegas Power Company, LLC dated July 1, 2013
39. Purchase Order #AX-9686 between Simplex Grinnel LP and Las Vegas Power Company, LLC dated May 7, 2013
40. Purchase Order #AX-9710 between Simplex Grinnel LP and Las Vegas Power Company, LLC dated May 30, 2013
41. Purchase Order #AX-9505-2013 between Viking Computer Integration Services and Las Vegas Power Company, LLC effective January 17, 2013 *
42. ACC Business Multi-Service Agreement between ACC Business and Las Vegas Power Company, LLC and related pricing schedule dated February 7, 2012.*
43. Purchase Order #AX-9502 between Hughesnet and Las Vegas Power Company, LLC dated January 17, 2013. *
44. The agreements with respect to items 1 through 17 in Schedule 3.13(c), which are incorporated by reference.

* Request by Purchaser for one year extension beyond current date of expiration.

** Agreement expired in 2012 but both parties continue to perform pursuant to its terms.

Schedule 3.06(c)

Validity and Enforceability of Contracts

None.

Schedule 3.06(d)

Defaults under Assigned Facility Contracts

None.

Schedule 3.07(a)

Real Property

Real Property Interests:

1. The tract of land (including any and all easements and rights of way) set forth on Schedule A of the July 9, 2013 Commitment for Title Insurance issued by Chicago Title Insurance Company and the ALTA survey dated August 2, 2013; subject, however, to all exceptions and liens disclosed on Schedule B – Section II of such title commitment and survey.

Real Property rights not Made Available

2. NDOT Occupancy and Encroachment Permits

Schedule 3.09(a)

Labor and Employment Matters

1. Collective Bargaining Agreement between Wood Group Power Operations (West), Inc. and International Brotherhood of Electrical Workers Local 396 effective June 1, 2011

Schedule 3.09(b)

Independent Contractors

1. Services pursuant to the Long-term Service Agreement between Mirant Las Vegas, LLC and General Electric International, Inc. dated June 16, 2004 for the Apex Facility in Las Vegas, NV, and related Guaranty issued by General Electric Company, as amended
2. Services pursuant to the Operation and Maintenance Agreement for the Apex Electric Generating Facility by and between Las Vegas Power Company, LLC and Wood Group Power Operations (West), Inc. dated as of February 12, 2007 and extended February 12, 2013.
3. The following independent contractors:

COMPANY	SERVICE
A Company	Portables
ABB Automation, Inc	Computer service
Air Hygiene International, Inc	RATA testing
Alstom Grid	Electrical system maintenance
Alternative Office Copier Service	Copier service
American Turf & Tree	Landscaping
Analyst Inc	Oil sample testing
Ancon Marine Environmental Services	Waste cleanup
ASI Health Services	Audiometric & Respirator Testing
Atlas Crane	Crane operator
BL Weber, Inc	Install new well pump
Bently Nevada, Inc	Calibration services
Birmingham Controls	Safety valve testing
Brand Energy Services, LLC	Scaffolding
Broadbent & Associates	Water discharge permit
Cannon Industrial	Install drift dek media
Cashman Equipment Company	PM on diesel fire pump/generator
Carbon Verification Service, LLC	Emissions reporting
Cemtek Environmental	CEMS maintenance
Chief Septic & Sewer, LLC	Clean septic tank
Colorado Engineering Experiment Station, Inc	Calibrate V-cones
Concentra	Medical services
Conco Services Corp	Air leak detection
Condition Monitoring Services, Inc	Vibration analysis
Control Components, Inc	Valve repair
DK Amans Valve Company	Valve repair
Diversified Communications Solutions Inc	Phone repair
Dratter Electric Motors	Motor repair
Environment One Corporation	Clean Hydrogen panels

COMPANY	SERVICE
Eagle View Contractors	Structural improvements
Emerson Process Management Reliability Services	Electrical system maintenance
Evans Hydro, Inc	Pump repair
Fatpipe Networks	Software support
FedEx	Shipping
GE Energy Services	Testing and repair
General Physics Corp	ETApr technical support
Giberts Machine shop	Machine parts
H&E Equipment Services, LLC	Equipment rental and repair
IBM Corporation	Maximo license
Ingersoll Rand	Air compressor and Air dryer repair
Matrix Chemical Services	ACC cleaning
Mericle Mechanical, Inc	A/C service and repair
Nite Owl	Software support
Pinnacle	Valve repair
Precision Crane	Crane inspections and certifications
Puretec Industrial Water	Sample panel calibrations
Orkin Pest Control	Pest control
OSIsoft software	Software support
Ram Enterprises	Mechanical services
Reed Electric Co	Motor repairs
Republic Services	Waste management
Right Training & Consulting, LLC	Confined space training
Safe Electronics, Inc	Fire system repairs
Safety Kleen Systems, Inc	Waste disposal
Simplex Grinnell	Fire system repairs and monitoring
Southland Industries	Fire protection design
Southwest Specialty Contractors, LLC	Insulation work
System Spec, Inc	Control room console install
T&M Controls, Inc	Electrical work
Technology Transfer Services, Inc	7FA training
Thermo Fluids, Inc	Oily waste disposal
Transcat	Instrument calibration
Tumbleweed Development, Inc	Structural improvements
Unifirst Corp	Uniform provider and cleaner
Utilities Services, LLC	Water services
Veritas Laboratories	Waste testing
Versify Solutions, Inc	Software license
Viking Computer Integration Services	IT support and computer hardware
Viper Cleaning Services	Janitorial Services
Vortex Industries	Door repairs
WCR Inc	Clean heat exchanger plates
Wood Group Power Plant Services, Inc	Monitor thermal performance
Young Plumbing	Backflow preventer testing

Schedule 3.10

Environmental Matters

1. Application requesting Authority to Construct (Econoline abrasive blasting device and Graymills degreaser) dated September 7, 2010 and response from DAQEM dated October 13, 2010.
2. Letter of Non-Compliance from Clark County Department of Air Quality and Environmental Management dated August 6, 2010 regarding operation of an Econoline abrasive blasting device without a permit, operation of a Graymills degreaser without a permit and failure to perform Burner Efficiency Test at Emission Unit A05 and response to the Letter of Non-Compliance dated September 7, 2010.
3. Title V permit expired June 6, 2011. Renewal application was filed December 3, 2010.
4. On September 11, 2009 a 502(b)(10) modification to the Title V permit was filed with the Clark County Department of Air Quality and Environmental Management and EPA Region 9 to allow for the use of the emergency generator in a non-emergency mode of operation and operation of a temporary, portable generator on-site to provide power during a temporary disconnection from the substation.
5. Fuel gas dewpoint heater burner size incorrectly listed in the Title V permit at 6.5 MMBtu/hr versus the actual heat input of 8.44 MMBtu/hr.
6. Notice of Alleged Violation from Nevada Bureau of Safe Drinking Water dated May 9, 2012 regarding failure to collect the disinfection byproduct sample during the April 1 through June 30, 2011 season and June 5, 2012 response.
7. The Facility did not hold, or identify as required, a groundwater discharge permit prior to installation of secondary containment on the Solar Evaporation Tanks in 2010.
8. The Facility experienced a reportable process waste water spill on April 10, 2008 when a transfer hose fell out during the transfer of water between the Solar Evaporation Tanks. Approximately 5,000 gallons of waste water were released to the ground, and approximately 2,500 gallons were recovered.
9. The Facility experienced a reportable process waste water spill on November 10, 2008 when a rainfall event caused levels in the East Solar Evaporation Tank to go above previously undetected tears in the tank wall liner. Approximately 50 to 100 gallons of waste water was released to the ground, exceeding the State reporting threshold.
10. The Facility filled a Potable Water Tank with water from the Treated Water Storage Tank on March 23, 2012. The Treated Water Storage Tank is not maintained for potable use. The improper filling of the tank was verbally reported to the Nevada Bureau of Safe Drinking Water and the Southern Nevada Health District on Wednesday March 28, 2012.

11. Reported NOx exceedance on May 21, 2012 due to startup carrying over into the top of an hour with the CEMS registering normal operation but the unit not having reached stable operation.
12. NOx exceedance on July 7, 2008 due to insufficient ammonia flow from abnormally high NOx due to combustion tuning issues.
13. NOx exceedance on March 17, 2009 due to failure to being ammonia injection in a timely manner after a rushed startup.
14. NOx exceedance on December 28, 2007 due to failure of the sample pump on the SCR inlet NOx analyzer resulting in the ammonia flow valve automatically shutting.
15. Daily calibrations on the CEMS missed on May 12, 2008 and July 8, 2008 due to new software that was incorrectly programmed by the software vendor.
16. Incorrect accuracy test method for NOx and CO CEMS requiring fuel flow data substitution from January 1, 2009 through May 29, 2009.
17. The Facility submittal of a Notice of Change Utilizing Insignificant Emission Units dated February 8, 2012 pursuant to Air Quality Regulation 12.5.2.12(a).
18. The Facility experienced a reportable oil spill on April 23, 2003 when a boiler feed pump oil supply line cracked due to excessive vibration. Approximately 75 to 80 gallons of oil was released to the ground.

Schedule 3.10(b)

Environmental Permits

1. Agreement amending prior agreement between Las Vegas Valley Water District and Mirant Las Vegas, LLC, dated June 5, 2001 and corresponding permit #68822 approval dated July 24, 2003.
2. Conditional authority to proceed with operation of anhydrous ammonia system at Apex Power Plant dated March 7, 2003
3. Clark County Department of Air Quality and Environmental Management Part 70 Operating Permit Number 1520 (Title V Permit) effective September 12, 2013, expires September 11, 2018.
4. Title V Permit Modification filed September 11, 2009 expired November 30, 2009.
5. Authority to Construct/Operating Permit (Facility No. 1520) issued by Clark County Department of Air Quality and Environmental Management on May 7, 2008, Modification 2, Revision 5.
6. Notice of change utilizing insignificant emission units per Air Quality Regulations 12.5.2.12(a) filed February 8, 2012 and close out report filed May 31, 2012.
7. Nevada Hazardous Materials Permit No. 25055 issued by State Fire Marshal expires February 28, 2014.
8. Septic System Permits No. SL965-FJE-00 and SL965-FJE-01 issued by the Clark County Health District approved June 14, 2002.
9. Stormwater General Permit NVR050000 issued by Nevada Division of Environmental Protection on September 22, 2008, Site Notice of Intent to be Covered approved effective October 18, 2008, expires September 21, 2013.
10. Risk Management Plan (ammonia use), prepared in April 2007, revised in July 2013.
11. Storm Water Pollution Prevention Plan issued June 2013.
12. Spill Prevention, Controls & Countermeasures Plan issued July 2013.
13. Nevada Chemical Accident Prevention Program Registration dated June 25, 2013.
14. RCRA Small Quantity Generator Identification NVR000076620, updated March 31, 2010.
15. Department of Homeland Security determination facility is not currently a high-risk chemical facility and not subject to Chemical Facility Anti-Terrorism Standards dated June 16, 2008.

16. Permit to Operate a Non-Transient, Non-Community Public Water System No. CL-2577-12NTNC dated November 19, 2012, expires November 30, 2013.
17. Nevada Industrial Artificial Pond Permit number S-34328, issued by Nevada Department of Wildlife on February 23, 2012, expires January 31, 2015.
18. Battery System Permit No. 77-7759-320 FDBS 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
19. Flammable and Combustible Liquids Permit No. 77-7716-320 FFCL 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
20. High-Piled Combustible Storage Permit No. 77-7755-320 FHPC 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
21. Hot-Work Operations Permit No. 77-7727-3-20 FHWO 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
22. Hazardous Materials Permit No. 77-7719-4-20 FDHM 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
23. Compressed / Medical Gas Permit No. 77-7724-320 FDGC 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.
24. LPG Storage/Use – Commercial Permit No. 77-7712-320 FLPG 03 issued by Clark County Fire Department on January 27, 2013 expiring January 26, 2014.

Schedule 3.11(a)

Insurance

No.	Policy Type	Company	Policy Number	Effective Dates
1.	Property	FM Global Lloyds of London Chartis	#LJ467	10/31/12- 10/31/13
2.	General Liability	National Union Fire Insurance Co of Pittsburgh, PA	#6464054	11/30/12- 10/31/13
3.	Business Automobile	National Union Fire Insurance Co of Pittsburgh, PA	#5761230	11/30/12- 10/31/13
4.	Umbrella	American Guarantee & Liability Insurance Co. (Zurich)	# UMB-9805261-01	11/30/12- 10/31/13
5.	Pollution Liability	Steadfast Insurance Co. (Zurich)	#EPC 9485426-01	05/01/12- 05/01/15
6.	Directors & Officers, Professional Liability E&O, Employment Practices & Fiduciary Liability	US Specialty Insurance Co. (HCC/PIA)	#U713-61869	03/30/13- 03/30/14
7.	1st Excess Directors & Officers	Zurich Insurance Company	#EOC 5747221-00	03/30/13- 03/30/14
8.	2nd Excess Directors & Officers	Arch Insurance Company	#PEL0049132-01	03/30/13- 03/30/14
9.	3rd Excess Directors & Officers	Axis Insurance Company	#MNN772739/01/2013	03/30/13- 03/30/14
10.	Special Crime (K&R)	US Specialty Insurance Co. (HCC/PIA)	#U712-85251	03/30/12- 03/30/15

Schedule 3.11(b)

Insurance Claims

None

Schedule 3.13(a)

Intellectual Property Assets

None

Schedule 3.13(c)

Intellectual Property Licenses

Agreements granting Seller rights to use the following software and/or access to the following services:

1. ABB Harmony system running Process Portal Ver B2.02 and Composer Ver 5.03.2303*
2. Bently 3500 Rack monitoring software
3. Cedar CEMS Software Ver. 4.6
4. Direct Soft 5
5. EtaPRO with chemistry module*
6. Fatpipe (Switch between T-1 and Satellite)*
7. G.E. MK5 system With Cimplicity Ver. 6.10 Build 5538*
8. HMS Anybus X*\$
9. IBM Maximo Asset Management version 6.2.5 Build 20090908-1129 DB Build V600-724: 9 Limited Authorized User, 1 Authorized User, 12 Self Service Requestor.****
10. Navigant GADS*
11. Omron CX Programmer*\$
12. OSISoft Reliance Program. PI Enterprise Server 8000 tags with 10 Client Combo Packs and 1 each PI Manual Logger and PI Handheld Terminal.*
 - a. PI AF Client
 - b. PI AF Client (x64) 2012
 - c. PI Buffer Subsystem
 - d. PI Client Combo Pack
 - e. PI Collective Manager
 - f. PI DataLink
 - g. PI Enterprise Server 8000 Tags
 - h. PI Generic Names DLL
 - i. PI Handheld Terminal
 - j. PI Interface Configuration Utility
 - k. PI Manual Logger

- l. PI Module DatabaseBuilder
- m. PI OPC DA (OPCInt) Control
- n. PI OPC DA (OPCInt) Interface
- o. PI OPC Tools
- p. PI Process Book MRD Add-in
- q. PI Process Book SVG Add-in
- r. PI Process Books
- s. PI ProcessBook
- t. PI Processbook MRD Add-in
- u. PI Software Development Kit
- v. PI SPT DLL
- w. PI System Management Tools
- x. PI Tag Configurator

13. Rockwell Software Inc.***

- a. Rockwell Hardware Maintenance Tools
- b. Rockwell Windows Firewall Configuration Utility
- c. RS Linx
- d. RS Networx for ControlNet
- e. RSLinx Classic
- f. RSLogix 5000
- g. RSLogix 5000 Compare
- h. RSLogix 5000 DeviceNet Tag Generator
- i. RSLogix 5000 FacePlates
- j. RSLogix 5000 IEC61131-3 Translation Tool
- k. RSNetworx Prerequisite Software
- l. RSView32
- m. ControlFlash Firmware Upgrade Kit
- n. Factory Talk Activation Client
- o. RSI Utilities
- p. RSLogix 500
- q. RSLogix CPU Security Tool
- r. Allen Bradley PLC. Running control Logics 5000 and RSView Ver 6.4

14. Rosemount AMS Engineering Assistance*\$
15. Valvue Suite*
16. Versify****+
17. The following licenses to computer software:**

Product	# of Users
VMware vSphere 5 Essentials Kit for 3 hosts (Max 2 processors per host)	1
Vmware vCenter Server 5 Essentials for vSphere	1
SYMANTEC ENDPOINT PROTECTION 12.1	25
SYMC BACKUP EXEC 2012 SERVER	1
SYMC BACKUP EXEC 2012 AGENT FOR WINDOWS SYSTEMS	1
SYMC BACKUP EXEC 2012 AGENT FOR MSFT SQL	1
Microsoft Project 2007	3
Microsoft Office Professional Plus 2007	15
Microsoft Visio Pro 2007	2
OV Win SVR Std L/SA OLV NL 2P AP 3Y AqY1	1
OV Win SVR Std L/SA OLV NL 2P AP 3Y AqY1	2
OV L/SA SQL SVR STD EN 3YR/ACQYR1 ADDL P	1
OV L/SA SQL USER CAL 3YR/ACQYR1	20
OV L/SA WIN SVR USER CAL 3YR/ACQYR1	20
ABLE2EXTRACT Professional 8	6

* Requires counterparty consent to assignment.

*\$ Requires Seller to purchase product on behalf of, and in the name of, Purchaser.

** Licenses to be re-issued by Viking pursuant to Purchase Order #AX-9960 dated September 30, 2013.

*** Requires notice to be delivered for transfer to occur, which notice shall include the date of transfer, the recipient's full name and address, and which shall require Purchaser's signature.

**** Requires assignment from affiliate of Seller to Seller, and evidence thereof to Purchaser.

****+ Requires assignment from affiliate of Seller to Seller (which assignment requires consent), and consent of counterparty to assignment to Purchaser.

18. Acronis True Image Home
19. Adobe Acrobat Pro
20. ADS

21. Application Installe
22. AVG Free
23. Axix Media Control Embedded
24. Bartender Ultralite
25. Bi-Admin
26. Bonjour
27. Breeze 75X
28. Capicom
29. Cisco anytime VPN Connect
30. Cisco Content Security and Control for ASA
31. Cisco Systems VPN Client
32. Composer V5.0
33. Easy CD Creator
34. Edna User Client
35. First Page Client
36. ITS Docking station Configurator
37. ITS Docking Station Server
38. KwikEdit
39. MeinBerg
40. Netwaiting
41. PDF Complete Corporate Edition
42. PID Calculation Program
43. Power DVD
44. Primo PDF
45. Qsoft Qnet

46. Roxio Creator Business
47. Roxio Easy Media Creator
48. Sentinel System Driver
49. Snagit
50. Sonic DLA
51. VDO Live Player
52. VLC Player
53. VMware vCenter Server 5 Essentials for vSphere
54. VMware vSphere 5 Essentials Kit for 3 hosts (Max 2 processors per host)
55. Wood Group Work Authorization
56. XNView

Schedule 3.17

Liabilities

Seller is a (i) guarantor of the financing arising under that certain Amended and Restated Credit Agreement, dated as of June 19, 2008, among Broadway Gen Funding, LLC as Borrower, the several Lenders from time to time party thereto, Union Bank of California, N.A. and WestLB, New York Branch, as Co-Documentation Agents, General Electric Capital Corporation, as Syndication Agent, and ING Capital LLC, as Administrative Agent and (ii) party to that Second Lien Secured Subordinated Promissory Note and related documentation.

Schedule 3.20

Warranties

None.

Schedule 4.03(c)

Purchaser Approvals

1. Board of Water and Power Commissioners of the City of Los Angeles
2. Los Angeles City Council
3. Board of Directors of Purchaser

Schedule 5.02(a)

Conduct of Business Pending Closing

1. Terminate, amend or revise the Energy Management Agreement (and related enabling agreements).
2. Perform its obligations under that certain Settlement Agreement and Mutual Release, dated June 25, 2013, made by, between and among California Independent System Operator Corporation, Seller and BNP Paribas Energy Trading GP.
3. Take such actions as maybe necessary to receive the benefit of, preserve and protect the Excluded Assets, provided that such actions do not interfere with, eliminate, impinge upon, or impair the function of any of the Purchased Assets.
4. Participate in and/or settle the Nevada Power transmission rate filing in FERC Docket Nos. ER13-255-000 and ER13-28-000.
5. Participate in and/or settle the Nevada Energy Operating Companies transmission rate filing in FERC Docket No. ER13-1605-000, the related Nevada Power and Sierra Pacific Power Open Access Transmission Tariff proceeding in Docket No. ER13-1607-000, and file to intervene protest and participate in the NV Energy Section 203 proceeding in FERC Docket No. EC13-113-000.
6. Enter into an amendment to extend the term of the Generation Services Agreement by and between Constellation Energy Control and Dispatch, LLC and Las Vegas Power Company, LLC, dated June 30, 2011, through the end of 2014.

Schedule 5.08

Post-Closing Filings

1. Termination of Exempt Wholesale Generator authorization in Federal Energy Regulatory Commission Docket No. EG03-13-000, granted on January 3, 2003
2. Cancellation of Las Vegas Power Company, LLC's Rate Schedule FERC No. 1 for Reactive Supply and Voltage Control from Generation Sources Service in Docket No. ER11-4730-000.

Schedule 5.12

Credit Support

None.

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