

BILL OF SALE

This BILL OF SALE, dated as of May 25, 2023 (the "Effective Date"), is made by and between Pacific Gas and Electric Company, a California corporation ("Seller"), and Tule Hydro LLC, a Utah limited liability company registered to do business in California ("Buyer").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller irrevocably sells, conveys, assigns, transfers, and delivers to Buyer all of its right, title and interest in and to the assets identified in Attachment 1 hereto ("Bill of Sale Assets").

This Bill of Sale is given pursuant to that certain Tule River Project Asset Purchase and Sale Agreement dated as of December 1, 2021 by and between Seller and Buyer (the "Purchase Agreement"), providing for, among other things, the conveyance of the Bill of Sale Assets.

Buyer hereby accepts the foregoing sale, conveyance, assignment and transfer and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the duties, liabilities and obligations of Seller relating to the Bill of Sale Assets in accordance with the Purchase Agreement. Buyer will be entitled to possession of the Bill of Sale Assets at the location of such assets at the time of close of escrow under the Purchase Agreement and Seller will reasonably cooperate in the transfer and delivery of the Bill of Sale Assets to Buyer's possession and control.

This Bill of Sale is made without any covenant, warranty or representation by Seller of any kind whatsoever, except as expressly set forth in the Purchase Agreement, and is made subject to the disclaimers set forth in Section 10.5 of the Purchase Agreement and all other terms and conditions of the Purchase Agreement.

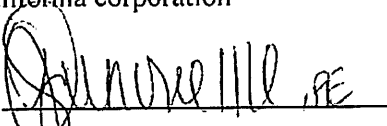
This Bill of Sale may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument.

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IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Bill of Sale as of the Effective Date set forth above.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 
Janisse Quiñones, PE
Senior Vice President
Electric Operations

BUYER:

TULE HYDRO LLC,
a Utah limited liability company registered to do business in California

By: _____
Ted S. Sorenson
Manager

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Bill of Sale as of the Effective Date set forth above.

SELLER:

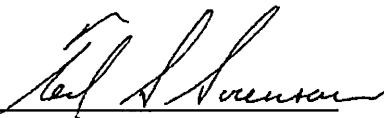
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Janisse Quiñones, PE
Senior Vice President
Electric Operations

BUYER:

TULE HYDRO LLC,
a Utah limited liability company registered to do business in California

By:  _____

Ted S. Sorenson
Manager

ATTACHMENT 1
BILL OF SALE ASSETS

A. Tule River Project Description

The Tule River Project (FERC No. 1333) is located on the North Fork of the Middle Fork Tule River, Hossack Creek, and Doyle Springs, in Tulare County, California. The Tule River Project consists of three diversions (the six-foot-high, 98-foot-long Tule diversion dam; the 7.5-foot-high, 17-foot-long Hossack diversion dam; and the 4-foot-high, 70-foot-long Doyle Springs diversion dam); the Doyle Springs pump station; a 98-foot-long, 12-inch-diameter pipe and a 8-foot-long, 12-inch by 13-inch flume; a 1,250-foot-long, 18-inch-diameter pipe; the 3.2-mile-long Tule River conduit, consisting of an open channel, a 2.7-mile-long tunnel, and a 3,600-foot-long penstock; a powerhouse containing two Pelton-type generating units with a combined capacity of 6,750 kilowatts (kW); a tailrace; approximately 4 miles of 12 kilovolt (kV) line, a 70kV switchyard, certain houses, a shop and a substation near the powerhouse; and appurtenant facilities.

The Tule-Springville 70 kilovolt (kV) line connects the Tule River Powerhouse to Southern California Edison's Springville Substation. The pole line occupies a 100-foot wide right-of-way and extends approximately 15 miles from the westerly side of the boundary line of FERC Project No. 1333 (Tule River Project) to the Springville Substation. The conductor is supported on wooden poles and consists of 5.41 miles of #1/0 copper, 9.62 miles of #2 copper, and 0.24 miles of 336.4 MCM ACSR. Also included is a 70kv tie-in at the Springville substation.

B. Tangible Personal Property

Powerhouse

1. Furniture
 - a. 3 folding chairs
 - b. 1 folding table
2. Office equipment
 - a. 2 large fans
 - b. 2 trash cans
3. Tools
 - a. Misc. valve wrenches along column near TSV
 - b. 1 work bench with vice and misc. tool bucket
 - c. Misc. wrenches along wall near work bench
 - d. 1 rolling red tool cart
4. Maintenance Equipment
 - a. 2 ground buggies
 - b. 2 generator aluminum scaffold platform
 - c. 2 shop vacuums
 - d. 1 barrel dolly
 - e. 1 switching / insulated stick
5. Spare Material / Parts
 - a. 3 spare generator breakers
 - b. 1 old runner – on exhibit outside

6. Storage Cabinets / Shelves
 - a. 1 yellow hazardous storage cabinet
 - b. 2 storage cabinets – misc. spare parts – fuses, filters, packing, tubing
 - c. 1 storage cabinet – exciter brushes / collector ring parts
 - d. 2 shelves on mezzanine – misc. spare parts
7. 1 LOTO station (w/o the locks)
8. 1 extension ladder
9. Fire extinguishers
 - a. 1 on mezzanine
 - b. 2 by front door
10. 1 Emergency Response Spill Kit
11. 1 Emergency Eye Wash Station on mezzanine
12. 1 Man Basket – medical emergency

Office Building

1. Furniture
 - a. 3 chairs
 - b. 2 table/desks
2. Office equipment
 - a. 1 printer
 - b. Misc. supplies
3. Drawing/Procedure Cabinets
 - a. Wood cabinet/drawers – equipment binders and PH info
 - b. Filing cabinets - misc. files

Restroom Building

1. Flammable / Hazardous Waste Storage – misc. paint, drum

Shop Building 1 (closest to office)

1. Furniture
 - a. 1 workbench and shelves
 - b. 1 table
 - c. 3 folding chairs
 - d. 4 rolling chairs
2. Office equipment
 - a. 1 fan
 - b. 1 microwave
 - c. 1 trash can
 - d. 1 refrigerator
 - e. 2 fire extinguishers
3. Tools
 - a. Misc. hand tools
 - b. 1 drill press
 - c. 1 welder
 - d. 1 disk sander
 - e. 1 table saw

- f. 1 pedestal grinder
- g. 1 air compressor
- h. 2 ladders
- i. 1 oxygen acetylene cart
- 4. Maintenance Equipment
 - a. 1 weed wacker
 - b. 1 pole saw
 - c. 1 wheel barrow
 - d. 3 oil drums
- 5. Spare Material / Parts
 - a. Rolls of dewatering flex blue hose 6-8"
- 6. Storage Cabinets / Shelves
 - a. 1 Drawing Print Cabinet – [prints damaged by mudslide in PH]
 - b. 1 storage cabinet – empty
 - c. 1 Flammable Items Cabinet
 - d. 1 cabinet with emergency supplies
 - e. Large shelf with misc. parts – bolts, pipe fittings
- 7. Outside
 - a. Misc. piping / angle iron

Shop Building 2

- 1. Spare Material / Parts
 - a. 1 snow plow attachment
 - b. Alstom spare runner parts – multiple plywood boxes
 - c. Pelican case with runner templates
 - d. 2 cast components – [appear to be needle bonnets]
 - e. Misc. material and other boxes of unknown spare parts

2 Operator Cottages

- 1. Minimal misc. contents

Debris Rack Building

- 1. Rake

Superintendent's Cottage, Shed and Barn

- 1. Minimal misc. contents

Misc. Outdoor Equipment

- 1. Gaging Station Equipment
 - a. JT1: PGE Tule River Conduit Blw Tule Diversion Dam - Vaisala Sensor / Logger
 - b. JT11: NF of MF Tule Rvr blw Doyle Springs Div Dam - Vaisala Sensor / Logger
 - c. JT14: Doyle Springs Diversion - Vaisala Sensor / Logger
 - d. JT2: Nf Of Mf Tule R Blw Tule Div Dam - Vaisala Sensor / Logger
 - e. JT6: PGE Tule River Conduit Near Springville - Vaisala Sensor / Logger
 - f. JT7: Nf Of Mf Tule River Nr Springville - Vaisala Sensor / Logger
 - g. SGV: Springville Tule Powerplant Weather Station - Handar Sensor / Logger

C. Project Records

Number	Document Name
1	Arc Flash Label Info / Study Record
2	Oil Test Results Records
3	Equipment History Records
4	Water Diversion Information Records
5	Auto Tests Records
6	Battery Test Records
7	Penstock Inspection Records (including monthly)
8	Ground Grid Study Records
9	Emergency Action Plan (EAP) Records
10	Pressure Vessel Permit Records
11	Flow and Generation Records
12	Description of Operations
13	Powerhouse Data Sheet Record
14	Powerhouse Layout Drawing Record
15	Incident Report Record
16	SAP Cost Data Record
17	Powerhouse Prints (equipment drawings/diagrams)
18	Operator Read Sheets
19	Records and files relating to FERC License No. 1333
20	Transmission Prints (drawings/diagrams)
21	Inspections (transmission and distribution line)
22	Transmission Line Overhead Asset Type Overview

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of May 25, 2023 (the "Effective Date"), is made by and between Pacific Gas and Electric Company, a California corporation ("Assignor"), and Tule Hydro LLC, a Utah limited liability company registered to do business in California ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Tule River Project Asset Purchase and Sale Agreement, dated as of December 1, 2021 (the "Purchase Agreement").

WHEREAS, the Purchase Agreement provides for, among other things, the execution and delivery of an assignment and assumption agreement to effect the sale by Assignor to Assignee of all of Assignor's right, title and interest in and to the Tule River Assets identified in Attachment I hereto ("Assigned Assets"); and

WHEREAS Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept, all of Assignor's rights, duties and obligations under and pursuant to the Assigned Assets in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Definitions. Capitalized terms used herein without other definition have the meanings given to them in the Purchase Agreement.
2. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee all of its right, title and interest in and to, and all of its duties, liabilities and obligations under or pursuant to, the Assigned Assets.
3. Assumption. Assignee hereby assumes and accepts all of Assignor's right, title and interest in and to, and all of Assignor's duties, liabilities and obligations under or pursuant to, the Assigned Assets, and agrees to perform under and be bound by the terms of the Assigned Assets.
4. Disclaimer. The assignment and assumption hereunder is made without any covenant, warranty or representation by Assignor of any kind whatsoever, except as expressly set forth in the Purchase Agreement, and is made subject to the disclaimers set forth in Section 10.5 of the Purchase Agreement and all other terms and conditions of the Purchase Agreement.
5. Effectiveness. This assignment shall become effective as of the Closing Date.
6. Further Assurances. Assignor and Assignee each agrees to execute and deliver such additional instruments as may reasonably be requested by the other to give effect to,

document or further assure the transfer, acceptance and assumption of the Assigned Assets as provided for herein.

7. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the successors and assigns of the Assignor and Assignee, respectively.

8. General. In the event of any conflict or ambiguity between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument. If any provision of this Assignment is held invalid or unenforceable, such provision shall be deemed to be severed from this Assignment, and the validity and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

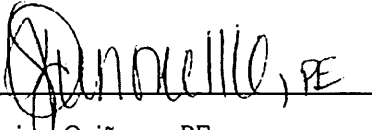
9. Governing Law. The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Assignment as of the Effective Date set forth above.

ASSIGNOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 
Janisse Quiñones, PE
Senior Vice President
Electric Operations

ASSIGNEE:

TULE HYDRO LLC,
a Utah limited liability company registered to do business in California

By: _____
Ted S. Sorenson
Manager

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Assignment as of the Effective Date set forth above.

ASSIGNOR:

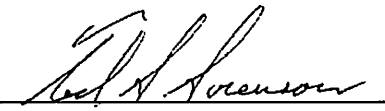
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Janisse Quiñones, PE
Senior Vice President
Electric Operations

ASSIGNEE:

TULE HYDRO LLC,
a Utah limited liability company registered to do business in California

By:  _____

Ted S. Sorenson
Manager

ATTACHMENT 1
ASSIGNED ASSETS

A. Governmental Approvals, Permits and Consents

Permit to Operate Air Pressure Tank
State Serial No. A007572-40; NB#/SER # 6425
PG&E-Tule Powerhouse, Route 2, Springville, CA 93265
State of California, Department of Industrial Relations
Division of Occupational Safety and Health
Pressure Vessel Unit; Location: GENERATOR FLOOR
Date of Inspection: 05/06/2021
Permit Expires: 05/06/2026

Permit to Operate Air Pressure Tank
State Serial No. A031328-72; NB#/SER # R9502
PG&E-Tule Powerhouse, Route 2, Springville, CA 93265
State of California, Department of Industrial Relations
Division of Occupational Safety and Health
Pressure Vessel Unit; Location: PORTABLE
Date of Inspection: 05/06/2021
Permit Expires: 05/06/2024

B. Tule River License

No.	License Instruments	Date Issued
1	Order Issuing License / Errata Notices (2)	12/30/1993
2	Order Granting Filing of Request for Rehearing	2/28/1994
3	Order Granting Extension of Time	3/14/1994
4	Order Approving Study Flows	4/20/1994
5	Order Granting Extension of Time	5/13/1994
6	Order Amending Ramping Rate Requirement	10/24/1994
7	Order Approving and Modifying Stream Gaging Plan	11/1/1994
8	Order Granting Extension of Time	1/23/1995
9	Order Granting Extension of time	1/30/1995
10	Order on Rehearing	2/15/1995
11	Order Approving Revised Exhibit G Drawings	4/21/1995
12	Order Amending License and Modifying and Approving Fish Passage Plan	8/10/1995
13	Order Granting Extension of Time	9/7/1995
14	Order Approving As-Built Exhibits, Amending License, and Revising Annual Charges	4/21/1997
15	Order Modifying and Approving Recommendations for Improvements to Fish Bypass Facility	6/4/1997
16	Order Granting License Amendments	12/22/1998
17	Order Denying Joint Motion for Credits on Future Annual Charges Bills	7/13/2001
18	Order Denying Rehearing	9/12/2001
19	Order Permitting a Combined Answer to Motions to Intervene and Comments	1/10/2002
20	Order Granting Extension of Time for Filing Revised Exhibits	4/19/2005
21	Order Amending License and Approving Revised Exhibits	11/15/2005
22	Order Approving Exhibit G Drawings	6/20/2006
23	Order Approving Exhibit G Drawings and Revising Annual Charges	9/25/2007
24	Order Approving Memorandum of Agreement	5/14/2008
25	Order Approving Revised Exhibit F Drawings	1/12/2010
26	Letter order accepting Pacific Gas and Electric Company's 1/31/13 filing of their schedule for performing the planned outages in 2013 under P-77 et al.	2/11/2013
27	Letter order accepting Pacific Gas & Electric Company's 10/31/13 filing of the response to the follow-up items identified during the 2013 Dam Safety Operation Inspection for the Kern Canyon & Tule River Projects et al under P-178 et al.	12/30/2013

Recording Requested by Simplifile

Fidelity National Title Group

30077444



2023-0024327

Recorded		REC FEE	39.00
Official Records			
County of		AFF SB2 HOUSE	75.00
Tulare			
TARA FREITAS, CPA			
CLERK RECORDER			
		NB	
09:50AM 25-May-2023		Page 1 of 7	

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive
Oakland, California 94612-3534

MAIL TAX STATEMENTS TO:

TULE HYDRO LLC
711 East Turtle Point Drive
Ivins, Utah 84738
Attention: Ted S. Sorenson, Manager

Location: Unincorporated Tulare
Recording Fee
\$ _____
Document Transfer Tax \$0
R & T Code § 11911 (consideration or value of the interest or property conveyed does not exceed \$100)

Signature of declarant set forth below

LD# 2220-31-10004

(Space Above this Line for Recorder's Use)

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants, (without warranty express or implied), to TULE HYDRO LLC, a Utah limited liability company, hereinafter called Grantee, the real property, situate in unincorporated Tulare County, State of California, described as follows (the "Property"):

The parcel of land situate in the Southeast one-quarter of Section 7, Township 20 South, Range 31 East, Mount Diablo Base and Meridian, being the lands excepted by Pacific Gas and Electric Company from the deed to Doyle Springs Association recorded on October 27, 1969 in Book 2864, Page 113 of Official Records, of the County of Tulare, State of California, particularly described as follows:

The parcel of land containing approximately 42 acres and bounded by the line which begins at the blazed oak tree marking the south one-quarter corner of said Section 7; thence South 88°30' East along the southerly boundary line of said Section 7, 1563.43 feet; thence North 1151.18 feet; thence West 575.00 feet; thence North 71°16'30" West 263.18 feet; thence West 808 feet, more or less, to a point on the westerly boundary line of the southeast one-quarter of said Section 7; thence southerly, along the westerly boundary line of the southeast one-quarter of said Section 7, a distance of 1195 feet, more or less, to the point of beginning.

(APN 220-030-017)
(SBE 135-54-008-1)

Together with:

All of Grantor's right, title and interest in and to the following water right:

- (a) Grantor's post-1914 appropriative water right associated with the Tule River Project, as specified in Grantor's water right license #469 (Application 1458) which was issued by the State Water Resources Control Board.
- (b) Grantor's pre-1914 appropriative water rights associated with the Tule River Project, which are described in Grantor's Statements of Water Diversion and Use #1011 and #1012 which are on file with the State Water Resources Control Board.
- (c) All riparian water rights appurtenant to the above-described Property.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

- (a) a lien securing payment of non-delinquent real estate taxes and assessments;
- (b) any exceptions to title disclosed by public records; and
- (c) the Deed of Conservation Easement and Agreement between Pacific Gas and Electric Company and Sequoia Riverlands Trust, dated December 10, 2014, and recorded December 10, 2014, as Document # 2014-0065875 in the Official Records of Tulare County.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

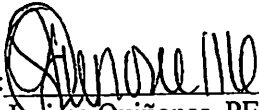
The California Public Utilities Commission, in Decision No. 22-11-002, has approved transfer of this Property under Public Utilities Code Section 851.

The provisions hereof shall insure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated May 24, 20 23

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: , PE
Janisse Quiñones, PE
Senior Vice President
Electric Operations

GRANTEE:

TULE HYDRO LLC,
a Utah limited liability company,

By: SIGNED IN COUNTERPART
Ted S. Sorenson
Manager

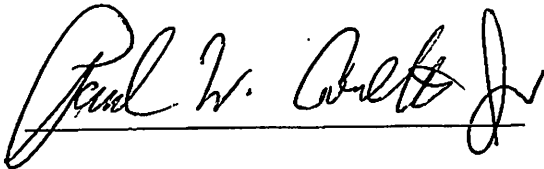
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

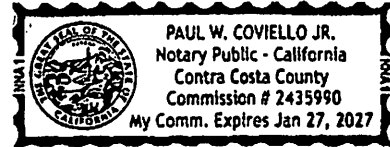
State of California)
County of Alameda)

On March 17, 2023, before me, Paul W. Coviello, Jr., a Notary Public, personally appeared Jenisse Quinones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



Dated May 24, 20 23.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: SIGNED IN COUNTERPART

Janisse Quiñones, PE
Senior Vice President
Electric Operations

GRANTEE:

TULE HYDRO LLC,
a Utah limited liability company,

By: Ted S. Sorenson

Ted S. Sorenson
Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah)
County of Washington)

On March 24, 2023, before me, MIRIAH RUTH ELLIOTT, a Notary Public, personally appeared Ted S. Samson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature MIRIAH RUTH ELLIOTT



Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the following is a true copy of illegible wording found in the attached document:

State of UTAH)
County of Washington)

March 24, 2023
Miriah Ruth Elliott, Notary Public
Ted S. Sorenson

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____) S.S
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



GLORIA HUTTER

Signature of Declarant

Place of Execution: Newport Beach, CA

DATE: 5 1 24 2023