

DOC # 0137842

02/17/2011

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Official Record

Recording requested By
STEWART TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$23.00

Page 1 of 10

RPTT:

Recorded By: AE

Book- 262 Page- 0125



0137842

APN # 008-041-03; 008-181-01; 008-191-01;
008021-01; 008-211-01 & 03; 011-140-01;
011-150-01; 012-010-01; 006-191-01;
006-111-01; 006-101-01;
006-011-01 and 005-191-01

Recording Requested by:

STEWART TITLE OF NEVADA

Return To:

Name LS POWER DEVELOPMENT, LLC

Address 400 CHESTERFIELD CENTER, SUITE 110

City/State/Zip ST. LOUIS, MO 63017

This instrument is delivered to the
Recorder's Office as an accommodation
for physical convenience only.
It has not been examined as to
its validity, execution, or its affect
upon title, if any.

CONTRIBUTION AGREEMENT AND DEED
(Title on Document)

This page added to provide additional information required by
NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

APN(s) (Nye County): 013-481-03

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

c/o LS Power Development, LLC
400 Chesterfield Center, Suite 110
St. Louis, MO 63017
Attention: Project Manager

MAIL TAX STATEMENTS TO:

c/o LS Power Development, LLC
400 Chesterfield Center, Suite 110
St. Louis, MO 63017
Attention: Project Manager

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)

CONTRIBUTION AGREEMENT AND DEED

THIS CONTRIBUTION AGREEMENT AND DEED (this "Contribution Agreement") is entered into as of February 9, 2011 by and between Great Basin Transmission, LLC, a Delaware limited liability company ("GBT"), and Great Basin Transmission South, LLC, a Delaware limited liability company, whose address is c/o LS Power Development, LLC, Two Tower Center, 11th Floor, East Brunswick, NJ 08816 ("GBT-South"). GBT and GBT-South are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, as of the date hereof, GBT is a wholly owned subsidiary of, and GBT-South is an indirect wholly owned subsidiary of, Texas Nevada Transmission, LLC;

WHEREAS, GBT and Sierra Pacific Power Company ("SPPC"), a Nevada corporation, d/b/a NV Energy and Nevada Power Company ("NPC"), Nevada corporation, d/b/a NV Energy (SPPC and NPC collectively, the "NVE Parties") are parties to that certain Transmission Use and Capacity Exchange Agreement, dated as of August 20, 2010 (the "Transmission Use Agreement");

WHEREAS, GBT owns all of the Ownership Interests, constituting a 100% undivided interest in ON Line; and



WHEREAS, GBT desires to contribute, transfer, assign, convey and deliver to GBT-South, and GBT-South desires to assume and accept, all of GBT's right, title and interest in, to and under the Ownership Interests, including, without limitation, any and all assets, interests and property rights (real and personal and tangible and intangible) comprising SWIP-S, including any fiber optic line comprising SWIP-S, any microwave communication system comprising SWIP-S and any and all leasehold or other possessory interest in ON Line ROW and any Land Contracts constituting the private easement and other rights in ON Line ROW, Governmental Approvals for ON Line, Books and Records, Work Product and depreciation and other tax benefits, and specifically including, without limitation, the items described on **Schedule 1** attached hereto and incorporated herein by reference, but excluding any right, title and interest in, to or under (i) the Transmission Use Agreement, which shall be assigned pursuant to that certain Assignment and Assumption Agreement (TUA) ("Assignment and Assumption Agreement (TUA)"), dated as of the date of this Contribution Agreement, by and between GBT and GBT-South, and (ii) any and all of the Assigned Contracts as defined in, and which shall be assigned pursuant to, that certain Assignment and Assumption Agreement (Contracts) ("Assignment and Assumption Agreement (Contracts)"), dated as of the date of this Contribution Agreement by and between GBT and GBT-South (such property being transferred subject to the foregoing exclusions being herein referred to collectively as the "ON Line Ownership Interests").

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

Section 1. Definitions and Headings. Capitalized terms used but not otherwise defined in this Contribution Agreement shall have the respective meanings given to such capitalized terms in the Transmission Use Agreement. Headings are solely for the Parties' convenience, are not a part of this Contribution Agreement and shall not be used to interpret this Contribution Agreement.

Section 2. Contribution and Deed.

(a) GBT hereby contributes, transfers, assigns, conveys and delivers to GBT-South all of GBT's right, title and interest in, to and under the ON Line Ownership Interests and GBT-South hereby acknowledges, assumes and accepts the contribution, transfer, assignment, conveyance and delivery of the ON Line Ownership Interests.

(b) GBT hereby further grants, transfers, sells, assigns, and conveys to GBT-South, and GBT-South hereby acknowledges, assumes and accepts, all of GBT's right, title, and interest in and to all that portion of the ON Line Ownership Interests constituting real property under the laws of the State of Nevada or applicable federal laws of the United States of America, including, without limitation, any real property described on **Schedule 2** attached hereto and incorporated herein by this reference; together with the tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.



(c) For the avoidance of doubt, the ON Line Ownership Interests shall not include any right, title or interest in, to or under the Great Basin Segments.

(d) Simultaneously with the execution and delivery of this Contribution Agreement, each Party executed and delivered the Assignment and Assumption Agreement (TUA), the Assignment and Assumption Agreement (Contracts) and the Joinder Agreement ("Joinder Agreement"), in each case, dated as of the date hereof (such agreements being collectively referred to with this Contribution Agreement as the "Transfer Documents"). The contribution, grant, transfer, assignment, conveyance and delivery to GBT-South contemplated by this Contribution Agreement shall only be effective when and if each other Transfer Document is in full force and effect.

Section 3. Consents.

(a) Notwithstanding anything to the contrary contained in this Contribution Agreement, to the extent that the contribution, transfer, assignment, conveyance or delivery or attempted contribution, transfer, assignment, conveyance or delivery to GBT-South of any asset or right constituting the ON Line Ownership Interests set forth on **Schedule 3** hereto (each, an "ON Line Ownership Interest Asset") is prohibited by any Applicable Law or would require any Governmental Authority's authorization, approval, consent, negative clearance or waiver and such authorization, approval, consent, negative clearance or waiver is not obtainable prior to the consummation of the transactions contemplated by Section 2, this Contribution Agreement shall not constitute a contribution, transfer, assignment, conveyance or delivery, or an attempted contribution, transfer, assignment, conveyance, or delivery thereof. Following the date hereof, the Parties shall have a continuing obligation to use their best efforts to cooperate with each other and to obtain promptly all such authorizations, approvals, consents, negative clearances or waivers and to keep the NVE Parties informed of the status of the same. Upon obtaining the requisite authorization, approval, consent, negative clearance or waiver, such ON Line Ownership Interest Asset shall automatically be contributed, transferred, assigned, conveyed and delivered to GBT-South hereunder.

(b) Pending, or in the absence of, such authorization, approval, consent, negative clearance or waiver, the Parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to GBT-South the economic claims, rights and benefits and liabilities of use of such ON Line Ownership Interest Asset and GBT shall continue to perform, or comply with the terms of, such ON Line Ownership Interest Asset, as applicable, upon the direction of GBT-South; provided, that GBT-South shall bear any incremental economic burden resulting from implementation of any such alternative arrangement pursuant to this Section 3(b). To the extent, and only to the extent, GBT-South is able to receive the economic claims, rights and benefits under any ON Line Ownership Interest Asset, GBT-South shall be responsible for the liabilities and obligations, if any, arising under such ON Line Ownership Interest Asset.

Section 4. Further Assurances. Each Party hereby agrees that it will, at any time and from time to time, and without further consideration, take all such further actions, and execute and deliver all such further instruments, notices or documents, as may be reasonably requested by any other Party to effectuate the purposes of this Contribution Agreement.



Section 5. Successors and Assigns. This Contribution Agreement shall be binding upon and shall inure for the benefit of the Parties and their respective successors and permitted assigns.

Section 6. Third-Party Beneficiaries. The Parties hereby agree that each NVE Party is a third-party beneficiary of this Contribution Agreement.

Section 7. Counterparts. This Contribution Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 8. Severability. If any provision of this Contribution Agreement shall be held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be impaired hereby.

Section 9. Amendment. Subject to Section 7 of the Joinder Agreement, this Contribution Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party. The Parties acknowledge and agree that nothing herein shall be deemed to be an amendment to, or a waiver of any of SPPC's or NPC's rights under, the Transmission Use Agreement.

Section 10. Governing Law. **THIS CONTRIBUTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE SUBSTANTIVE LAW OF THE STATE OF NEVADA WITHOUT REFERENCE TO ANY PRINCIPLES OF CONFLICTS OF LAWS THEREOF THAT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Remainder of page left blank. Signature page follows]



SCHEDULE 1

- 1) Public Utilities Commission of Nevada, Utility Environmental Protection Act Permit to Construct, UEPA No. 377, Docket No. 07-06011, and the associated applications, approvals, correspondence, reports, and other documentation.
- 2) United States Department of Energy, Federal Energy Regulatory Commission, Action of Acceptance for Filing effective as of December 1, 2010 of Robinson Summit Transmission Interconnection Agreement dated as of October 1, 2010 by and among SPPC (in its capacity as the transmission provider), Great Basin Transmission, LLC, SPPC (in its capacity as owner of ON Line) and NPC (in its capacity as owner of ON Line), and the associated applications, approvals, correspondence, reports, and other documentation.
- 3) United States Department of Energy, Federal Energy Regulatory Commission, Action of Acceptance for Filing effective as of December 1, 2010 of Harry Allen Transmission Interconnection Agreement dated as of October 1, 2010 by and among NPC (in its capacity as the transmission provider), Great Basin Transmission, LLC, SPPC (in its capacity as owner of ON Line) and NPC (in its capacity as owner of ON Line), and the associated applications, approvals, correspondence, reports, and other documentation.
- 4) United States Department of Energy, Federal Energy Regulatory Commission, Order Accepting Transmission Use and Capacity Exchange Agreement (Issued November 19, 2010), and the associated applications, approvals, correspondence, reports, and other documentation.
- 5) Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, Bureau of Air Pollution Control, Class II Air Quality Operating Permit Surface Area Disturbance Permit No. AP1629-2551, and the associated applications, approvals, correspondence, reports, and other documentation.
- 6) Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, Bureau of Water Pollution Control, Stormwater General Permit NVR100000, and the associated applications, approvals, correspondence, reports, and other documentation.
- 7) White Pine County, Nevada, Regional Planning Commission, Conditional Special Use Permit, approved December 3, 2008.*
- 8) Lincoln County, Nevada, Planning Commission, Special Use Permit, approved February 12, 2009.*

* Each of the agencies has indicated that it will not issue the respective permit in the name of GBT-South but has confirmed that GBT-South may use such permits. Pursuant to this Contribution Agreement, GBT-South shall have the full enjoyment of the use of such permits.



- 9) Clark County, Nevada, Department of Comprehensive Planning, Land Use Planning, Use Permit and Design Review UC-1061-08.*
- 10) United States Department of Transportation, Federal Aviation Administration, Determination of No Hazard to Air Navigation, and the associated applications, approvals, correspondence, reports, and other documentation.*
- 11) Two (2) tubular guyed-V prototype tower structures and associated hardware located at Harry Allen Substation, Clark County, Nevada.¹
- 12) All work product including, without limitation, plans, drawings, designs, data, information, studies, analyses, reports (in any form), field notes, maps and other data in connection with the foregoing.
- 13) Nevada Department of Transportation, Permit for Occupancy of Right-of-Way, Permit Numbers 111161-2009, 113950, 109951, and 109948, and the associated applications, approvals, correspondence, reports, and other documentation.

¹ Note: One of these towers was provided to GBT-South by Thomas & Betts for purposes of further testing. GBT-South and Thomas & Betts understand the tower to be subject to the exclusive possession and control of GBT-South.



SCHEDULE 2

All rights, privileges, and entitlements arising under any of the following agreements, easements, permits, and/or rights-or-way, to the extent a form of real property the laws of the State of Nevada or applicable federal laws of the United States of America:

- 1) Option to Purchase Easement dated as of April 10, 2006, as amended February 17, 2009, between Bruce A. and Pamela G. Jensen, on the one hand, and Great Basin Transmission, LLC, on the other hand.
- 2) That certain Grant of Easement dated August 2, 2010, by and between Bruce A. Jensen and Pamela G. Jensen, husband and wife, as "Grantor", and Great Basin Transmission, LLC, a Delaware limited liability company, as "Grantee", and recorded in the Office of the County Recorder, Nye County, Nevada on September 16, 2010, as Document Number 751625.
- 3) United States Department of the Interior, Bureau of Land Management, Right-of-Way Grant Serial No. NVN-85210, and all associated applications, permits, plans, approvals, reports, studies, opinions, protocols, programmatic agreements, correspondence, case files, NEPA reviews or other documentation.
- 4) U.S. Fish & Wildlife Service, Endangered Species Act Section 7, Biological Opinions.**
- 5) National Historic Preservation Act Section 106, Historic Properties Treatment Plan.**

** Note: These approvals were obtained by the United States Department of the Interior, Bureau of Land Management and will be transferred with the Bureau of Land Management, Right-of-Way Grant Serial No. NVN-85210 set forth in Item 3 above.



SCHEDULE 3

- 1) An information filing in respect of Item 4 of Schedule 1 hereto is required to be made to United States Department of Energy, Federal Energy Regulatory Commission within 30 days of the consummation of the Assignment and Assumption Agreement (TUA).

COPY

Recording requested By STEWART TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Page 1 of 1 Fee: \$23.00
Recorded By: AE RPTT:
Book- 262 Page- 0125

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a. NYE COUNTY: 013-481-03
b. WHITE PINE COUNTY: None
c. LINCOLN COUNTY: None
d. CLARK COUNTY: None

2. Type of Property:

- a. Vacant Land
b. Single Fam. Res.
c. Condo/Twnhse
d. 2-4 Plex
e. Apt. Bldg
f. Comm'/Ind'l
g. Agricultural
h. Mobile Home
X Other easement

FOR RECORDER'S OPTIONAL USE ONLY
Book: Page:
Date of Recording:
Notes:

3. a. Total Value/Sales Price of Property

\$ -0-*

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ -0-

d. Real Property Transfer Tax Due

\$ -0-

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section

b. Explain Reason for Exemption: *The only clearly defined real property interests being transferred are easement rights. Per NRS 375.010(b)(2), this document is not a "deed" for purposes of the levy of transfer tax under NRS Chapter 375.

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Capacity Grantor Great Basin Trans- mission LLC
Signature Capacity Grantee Great Basin Trans- mission South LLC

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Great Basin Transmission LLC
Address: c/o LS Power Development, LLC
Two Tower Center, 11th Floor
City: East Brunswick
State: NJ Zip: 08816

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Great Basin Transmission South LLC
Address: c/o LS Power Development, LLC
Two Tower Center, 11th Floor
City: East Brunswick
State: NJ Zip: 08816

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Stewart Title Guaranty -NTS Escrow #: 1009107B
Address: 1980 Post Oak Blvd., Suite 610
City: Houston State: TX Zip: 77056

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED