



**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE  
STATE OF CALIFORNIA**

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12/17/25

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**A2512015**

Application of Southern California Edison  
Company (U-338E) for Approval under Public  
Utilities Code Section 851 for the Sale of Its  
North Coast Property

Application No. 25-12-00X

**APPLICATION OF SOUTHERN CALIFORNIA EDISON COMPANY (U-338E)  
FOR APPROVAL UNDER PUBLIC UTILITIES CODE SECTION 851 FOR  
THE SALE OF ITS NORTH COAST PROPERTY**

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Dated: **December 17, 2025**

**Application of Southern California Edison Company (U-338E) for Approval Under Public  
Utilities Code Section 851 for the Sale of Its North Coast Property**

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THE SALE OF ITS NORTH COAST PROPERTY**

**I.**

**INTRODUCTION**

Pursuant to California Public Utilities Code Section 851 (Section 851) and the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), Southern California Edison Company (SCE) files this application to request authorization to sell its NorthCoast building property (the Property) to Rebecca S. Rowe (the Purchaser)<sup>1</sup>. The details of the sale are set forth in the Purchase and Sale Agreement and Escrow Instructions dated September 24, 2025, a copy of which is attached hereto as Appendix A, as amended by that certain Amendment to Purchase and Sale Agreement and Escrow Instructions dated November 17, 2025, a copy of which is attached hereto as Appendix B (as amended, the Purchase

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<sup>1</sup> As permitted under the Purchase Agreement, the Purchaser intends to assign the rights and obligations of the Purchase Agreement to a limited liability company under her control prior to the transaction's closing.

Agreement). As described herein, SCE believes the sale of the Property, which will reduce SCE's long-term real estate operating costs, is in the best interest of SCE's ratepayers.

## **II.**

### **BACKGROUND**

The Property, which SCE owns in fee simple, is located at 28460 Avenue Stanford in the City of Santa Clarita, County of Los Angeles, California. It is located within a commercial and industrial business park. The Property (Assessor's Parcel Number 2866-013-800) is a little over two (2) acres and is developed with a two-story office building and a parking lot with 160 parking spaces. SCE's Transmission and Distribution operating unit currently uses the building for office purposes.

## **III.**

### **REASONS FOR THE SALE**

SCE continually reviews its real estate portfolio and operational needs. With many SCE office employees telecommuting for one or more days from home each week and the consolidation of SCE's workforce into other SCE buildings, SCE's operations no longer require the use of the office space at the Property. The SCE employees currently working at the Property will be relocated to available workspace at SCE's Valencia Service Center and SCE's Northern Transmission office, both located approximately one mile away from the Property. If necessary, SCE may also lease lower cost office or parking space in the future if needed to accommodate relocation needs. After reviewing alternatives to the sale, as described in Section IV below, SCE determined that this sale is the lowest cost alternative for SCE's customers. The sale supports SCE's commitment to efficiency and affordability for SCE's customers by eliminating the long-term costs of operating and maintaining the Property.

After complying with the notice requirements of the CPUC's Tribal Land Transfer Policy and Guidelines (as detailed in section VII.A below), SCE engaged CB Richard Ellis (CBRE),

SCE's outside commercial real estate broker, to market the Property in the spring of 2024. CBRE marketed the Property to developers, investors and end-user companies. SCE received one (1) offer to purchase the property in June of 2024 for \$5.8 million. SCE counter-offered and the offeror increased its offer to \$6.2 million. Nevertheless, SCE determined that the increased offer was still not satisfactory and, due to the low demand for office space in Los Angeles, additional offers were not foreseen at the time. As a result, SCE let the offer expire and paused marketing efforts for the Property. In the summer of 2025, CBRE marketed the Property again to developers, investors, and end users. SCE received four (4) offers. Best and final offers were due on July 18, 2025. Three (3) parties submitted final offers. After reviewing the offers, SCE entered into the Purchase Agreement for the sale of Property with the Purchaser for a purchase price of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000). The Purchaser, a sophisticated commercial property owner, plans to lease the property to several end users. The Purchaser then conducted a due diligence review of the Property and identified concerns about the HVAC system and some minor roof items. After discussions, SCE agreed to lower the purchase price to Seven Million Two Hundred Nine Thousand Two Hundred Fifty Dollars (\$7,209,250).

SCE has determined that its sale of the Property will not interfere with SCE's operations or its ability to provide safe and reliable utility service.

#### **IV.**

#### **SUMMARY OF SALE ALTERNATIVES**

SCE performed an analysis of alternatives to the sale after receiving the final offers. The alternatives included:

- Selling to one of the other bidders;
- Waiting to sell the Property in hopes of a better future suburban office market; and
- Continuing to use the Property for SCE office needs.

While all three final bidders offered the same purchase price, the terms identified by the other bidders were not as favorable as the ones made by the Purchaser. SCE found the Purchaser's bid, which provided for a quick due diligence before CPUC approval, and a transaction structured as a cash purchase with no financing contingencies, to be the strongest of the final bids. Other bidders had longer due diligence periods that would commence after CPUC approval was obtained. SCE believes it would be impractical for SCE to seek Commission approval for the sale while allowing the purchase to remain contingent upon completion of due diligence. Such an approach could unnecessarily delay the transaction and introduce uncertainty after regulatory authorization has been granted. Additionally, the other bidders both required financing contingencies.

While waiting to sell could theoretically result in a higher sales price, SCE and CBRE do not foresee the demand for office buildings strengthening over the next several years. Retaining the Property was not an attractive option because SCE does not have an operational need for the Property's office space. Retiring the Property's rate base will result in a revenue requirement reduction of approximately \$1.3 million per year. The sale will also avoid expenditures such as the property taxes and the annual operations and maintenance costs associated with the Property.

## V.

### **ACCOUNTING AND PROPOSED RATEMAKING**

#### **A. Original Cost and Book Value**

The Property's original plant cost, including alterations and improvements made to the building, is \$11.09 million. Its forecasted net book value (using the closing date of December 31, 2026) is \$8.37 million. The pre-tax loss on sale, inclusive of transaction costs, is anticipated to be approximately \$2.05 million. A table showing the gain/loss calculation is attached hereto as Appendix C. The actual amounts will be recalculated upon the closing of the sale to incorporate the actual book values as of the closing date.

**B. Ratemaking and Gain (Loss) on Sale Decision**

SCE proposes the following ratemaking for this transaction, which was not reflected in the 2025 GRC forecast:

(i) SCE's rate base will be reduced by the then-current net book value of the Property when the sale closes. SCE proposes to reduce the revenue requirement associated with the Property's retired rate base upon close of the sale. The revenue requirement reduction will be applied to the remaining periods in the 2025 GRC cycle.

(ii) SCE proposes to recover the pre-tax loss on sale, inclusive of transaction costs, upon the sale by recording a debit in SCE's Base Revenue Requirement Balancing Account (BRRBA).

(iii) SCE proposes to recover any remaining regulatory tax assets related to the property being sold by recording a debit in SCE's BRRBA.

(iv) Due to the differences in timing between when the revenue recovered through BRRBA is taxable and when the loss on disposition is deductible, an Accumulated Deferred Income Tax balance will be created on this transaction and included in rate base until these book/tax timing differences unwind.

SCE requests that the loss from the sale of SCE's interest in the Property be allocated in accordance with the policy for the allocation of the gains and losses on the sale of property adopted in the Commission's Gain on Sale Rulemaking proceeding.<sup>2</sup> It provides an allocation of 100% to ratepayers for depreciable assets and a split of 67% to ratepayers, 33% to shareholders for non-depreciable assets when the purchase price of the asset is less than or equal to \$50 million and the gain or loss on sale is \$10 million or less.<sup>3</sup> This sale will result in an after-tax loss of approximately \$1.49 million. Therefore, SCE requests that the loss from this transaction be treated consistent with these decisions.

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<sup>2</sup> D.06-05-041, as modified by D.06-12-043.

<sup>3</sup> Ordering Paragraph 9 of D.06-05-041.

SCE also proposes that the updated calculations of the loss-on-sale from this transaction be submitted to the Commission in a Tier 1 advice letter following the closing of this transaction. This process would be consistent with procedures followed in other proceedings, such as Pacific Gas and Electric Company's sale of its Tule Hydro project, approved in D.22-11-002, and SCE's sale of its Irwindale Business Center building, recently approved in D.25-06-016. SCE requests that the Commission approve the ratemaking described herein and determine the specific amounts to be allocated upon review of the advice letter to be filed within 120 days following the closing.<sup>4</sup>

## VI.

### **CEQA COMPLIANCE**

The California Environmental Quality Act (Pub. Resources Code § 21000 *et seq.*, CEQA) requires any state or local governmental agency approving a discretionary project to first consider the environmental impact of the proposed project.<sup>5</sup> CEQA defines a project to be an activity that “may cause either a direct change in the environment, or a reasonable foreseeable indirect physical change in the environment” and either (a) directly undertaken by any public agency, (b) is supported by contracts, grants, subsidies, loans, or other forms of assistance from a public agency or (c) involves the issuance of a lease, permit, license, certificate or other entitlement for use by one or more public agency.<sup>6</sup> In this instance, the sale of SCE's interest in the Property does not have a direct environmental impact as there is no environmental impact from the transfer itself.

It is SCE's understanding that the Purchaser intends to use the Property consistent with its current use as an office building. Should the Purchaser decide at a future time to redevelop the

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<sup>4</sup> D.25-06-016 granted SCE 90 days to file the advice letter (as requested by SCE). SCE requests 120 days for this filing in order to provide adequate time for SCE to ensure all invoices have been processed, accounting procedures are followed, and any changes are reflected in the proper balancing accounts.

<sup>5</sup> Cal. Pub. Res. Code, §21080.

<sup>6</sup> Cal. Pub. Res. Code, §21065.

Property, it will be the responsibility of the Purchaser to seek any necessary regulatory review and permitting from the appropriate governmental agencies at that time.

## **VII.**

### **COMPLIANCE WITH THE COMMISSION'S POLICIES**

#### **A. Compliance with Commission's Tribal Land Transfer Policy**

The Commission adopted Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes (Tribal Land Transfer Policy) on December 5, 2019.<sup>7</sup> The Tribal Land Transfer Policy requires investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned fee real property that are subject to Section 851 and (2) to allow a certain time period for the Tribes to respond as to their interest in purchasing the subject real property. Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines).<sup>8</sup>

Pursuant to the Tribal Land Transfer Policy and the Guidelines, SCE asked the Native American Heritage Commission (NAHC) to identify Tribes with potential ancestral interest in the Property. The letter SCE sent to the NAHC is attached as Appendix D. On December 13, 2023, SCE sent letters to the contacts for the identified Tribes informing them of SCE's intent to sell the Property. Those letters are attached as Appendix E. SCE sent follow-up letters to those Tribes on January 16, 2024. The follow-up letters are attached as Appendix F. The Gabrieleño Band of Mission Indians - Kizh Nation reached out SCE to inquire about the reasons for the sale but stated they were not interested in purchasing the Property. No other Tribes responded to the notices.

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<sup>7</sup> See: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/tribal/final-land-transfer-policy-116.pdf>.

<sup>8</sup> Resolution E-5076, Appendix A.

SCE sent a second round of letters on April 17, 2025, informing the identified Tribes that the Property was again going to be marketed for sale. These letters are attached as Appendix G. On April 24, 2025, SCE received an email from Allison McAdams of the Santa Ynez Band of Chumash Indians advising that the Tribe did not have an interest in purchasing the Property. SCE sent out a revised notice to the identified Tribes, correcting a mistake regarding the deadline date made in the initial notice, on April 28, 2025. SCE then sent follow-up letters to those Tribes on May 28, 2025. Those notices are attached as Appendix H and Appendix I. SCE did not receive any further correspondence or responses from the Tribes following these notifications.

**B. Compliance with the Commission’s Environmental and Social Justice Action Plan**

The Commission’s Environmental and Social Justice Action Plan addresses the impacts of a utility’s actions when they affect a community whose residents are “predominantly communities of color or low-income.”<sup>9</sup> It includes, but is not limited to, disadvantaged communities located in the top 25 percent of the communities identified by California Environmental Protection Agency’s CalEnviroScreen, a “mapping tool that helps identify California communities that are most affected by many sources of pollution, where people are often especially vulnerable to pollution’s effects,”<sup>10</sup> and communities where aggregated household incomes are less than 80 percent of area or state median income, or communities located on Tribal Lands.

The Property is not located in any of the above types of communities.<sup>11</sup> In addition, SCE believes that the sale of the Property will not adversely affect the environment of the surrounding community because it is the sale of an already existing building in an established office park. SCE believes that the sale is likely to have a positive economic impact on the surrounding community by revitalizing a currently under-utilized property and, assuming the Purchaser uses

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<sup>9</sup> Commission’s Environmental and Social Justice Action Plan, Version 2.0 dated April 7, 2022, Section 9.1.

<sup>10</sup> CalEnviroScreen, available at [CalEnviroScreen 4.0 - OEHHA](#).

<sup>11</sup> See [Low-Income or Disadvantaged Communities Designated by California | California Energy Commission GIS Open Data](#).

it as expected, bringing additional economic activity to the local community and local businesses.

## VIII.

### **COMPLIANCE WITH COMMISSION RULES OF PRACTICE AND PROCEDURE**

#### **A. Statutory and Other Authority – Rule 2.1**

Rule 2.1 requires that all applications: (1) clearly and concisely state the authorization or relief sought; (2) cite the statutory or other authority under which that relief is sought; and (3) be verified by the applicant.

The relief being sought is summarized in this Application. The statutory and other authority under which this relief is being sought include Section 851; the Commission's Rules of Practice and Procedure; and prior decisions, orders, and resolutions of this Commission. This Application has been verified by Brendan Bond, Vice President and Treasurer of SCE, as provided in Rule 1.11. Rules 2.1(a), 2.1(b), and 2.1(c) set forth further requirements that are addressed separately below.

#### **B. Legal Name and Principal Place of Business – Rule 2.1(a) and 3.6(a)**

SCE's full legal name is Southern California Edison Company. SCE is a corporation organized and existing under the laws of the State of California, and is primarily engaged in the business of generating, purchasing, transmitting, distributing, and selling electric energy for light, heat, and power in portions of central and southern California as a public utility subject to the jurisdiction of the Commission. The location of SCE's principal place of business is 2244 Walnut Grove Avenue, Rosemead, California, 91770.

**C. Correspondence – Rule 2.1(b)**

SCE is a public utility organized and existing under the laws of the State of California. SCE's principal place of business is 2244 Walnut Grove Avenue, Rosemead, California, and its post office address and telephone number are:

Southern California Edison Company  
Post Office Box 800  
Rosemead, California 91770  
Telephone: (626) 302-1212

SCE's attorneys in this matter are Claire Keane and Robert Pontelle. Correspondence and communications to SCE regarding this Application should be addressed to:

Claire Keane  
Senior Attorney  
Southern California Edison Company  
P.O. Box 800  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Telephone: (626) 302-6654  
E-mail: [claire.keane@sce.com](mailto:claire.keane@sce.com)

SCE Case Administration  
Southern California Edison Company  
8631 Rush Street  
Rosemead, CA 91770  
Telephone: (626) 302-0449  
E-mail: [Case.Admin@sce.com](mailto:Case.Admin@sce.com)

Correspondence and communications to the Purchaser regarding this Application should be addressed to:

Rebecca S. Rowe  
15626 Warm Springs Drive  
Santa Clarita, CA 91387  
Telephone: (661) 360-9133  
E-mail: [rebeccas.rowe@gmail.com](mailto:rebeccas.rowe@gmail.com)

**D. Proposed Categorization, Need for Hearings, Issues to Be Considered, Proposed Schedule 2.1(c)**

Commission Rule 2.1(c) requires that all applications shall state the "proposed category for the proceeding, the need for hearing, the issues to be considered including relevant safety

considerations, and a proposed schedule.”<sup>12</sup> SCE proposes that this Application be designated a “ratesetting” proceeding, as defined in California Public Utilities Code § 1701.1(c)(3) and Rules 1.3(g) and 7.1(e)(2).<sup>13</sup>

The issues to be considered are whether the Commission should approve (a) the sale of SCE’s interest in the Property to the Purchaser and (b) SCE’s proposed ratemaking of the transaction. SCE does not believe hearings will be required, but recognizes that the need for hearings will depend, in part, on how parties respond to SCE’s request and will ultimately be determined by the assigned Administrative Law Judge. Based on the assumption that hearings will not be required, SCE’s proposed procedural schedule is shown below:

| Event                             | Date              |
|-----------------------------------|-------------------|
| Application Filed                 | December 17, 2025 |
| Protests/Responses to Application | January 16, 2026  |
| Reply to Protests/Responses       | January 26, 2026  |
| Prehearing Conference             | February 2026     |
| Scoping Memo Issued <sup>14</sup> | March 2026        |
| Proposed Decision                 | May 2026          |
| Final Commission Decision         | June/July 2026    |

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<sup>12</sup> Title 20, Cal. Code Regs. § 2.1(c).

<sup>13</sup> “Ratesetting cases, for purposes of this article, are cases in which rates are established for a specific company, including, but not limited to, general rate cases, performance-based ratemaking, and other ratesetting mechanisms.” Cal. Pub. Util. Code §1701.1(c)(3). “‘Ratesetting’ proceedings are proceedings in which the Commission sets or investigates rates for a specifically named utility (or utilities) or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). Ratesetting proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may be categorized as ratesetting, as described in Rule 7.1(e)(2).” Title 20, Cal. Code Regs. § 1.3(g).

<sup>14</sup> If the Commission determines that evidentiary hearings are needed, additional dates will need to be set for intervenor testimony and rebuttal testimony, along with dates for the evidentiary hearings.

In D.16-01-017, the Commission adopted an amendment to Rule 2.1(c) requiring utilities' applications to clearly state the relevant safety considerations. The Commission has previously explained that the "[s]afe and reliable provision of [utility services] at predictable rates promotes public safety."<sup>15</sup> Safety is SCE's priority. As described herein, the sale of the Property and its office building will not interfere with utility operations. The SCE employees who currently work at the Property will be transferred to other SCE properties and leased space. Accordingly, SCE believes that the sale of the Property does not have any negative implications for safety.

**E. Appendices to this Application**

The following are appended to this Application:

Appendix A – Purchase Agreement

Appendix B – Purchase Agreement Amendment

Appendix C – Sale Calculations

Appendix D – Letter to NAHC

Appendix E – Initial Letters to Tribes

Appendix F – Follow-Up Letters to Tribes

Appendix G – Second Round of Initial Letters to Tribes

Appendix H – Corrected Second Round of Initial Letters to Tribes

Appendix I - Follow-Up Letters to Tribes

Appendix J – SCE's Balance Sheet and Statement of Income

**F. Organization and Qualification to Transact Business – Rule 2.2**

SCE is a corporation organized and existing under the laws of the State of California, and is primarily engaged in the business of generating, purchasing, transmitting, distributing, and

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<sup>15</sup> D.14-12-053, pp. 12-13.

selling electric energy for light, heat and power in portions of central and southern California as a public utility subject to the jurisdiction of the California Public Utilities Commission. SCE's properties, which are located primarily within the State of California, consist mainly of hydroelectric and thermal electric generating plants, together with transmission and distribution lines and other property in connection with its business.

A copy of SCE's Certificate of Amended and Restated Articles of Incorporation, effective on August 28, 2023, and presently in effect, certified by the California Secretary of State, was filed with the Commission on December 15, 2023, in connection with Application No. A.23-12-011, and is incorporated herein by this reference.

A copy of SCE's Certificate of Determination of Preferences of the Series M Preference Stock filed with the California Secretary of State on November 17, 2023, and presently in effect, certified by the California Secretary of State, was filed with the Commission on December 15, 2023, in connection with Application No. A.23-12-011, and is incorporated herein by this reference.

A copy of SCE's Certificate of Determination of Preferences of the Series N Preference Stock filed with the California Secretary of State on May 8, 2024, and presently in effect, certified by the California Secretary of State, was filed with the Commission on May 15, 2024, in connection with Application No. A.24-05-007, and is incorporated herein by this reference.

Copies of SCE's latest Annual Report to Shareholders and Edison International's latest proxy statement was sent to its stockholders and has been sent to the Commission with an Energy Division Central Files Document Coversheet dated April 15, 2025, pursuant to General Order Nos. 65-A and 104-A of the Commission.

**G. Financial Statements, including Balance Sheet and Income Statement – Rule 2.3 & Rule 3.6(e)**

Appendix J to this Application contains copies of SCE's Balance Sheet and Income Statement for the period ending September 30, 2025, the most recent period available.

**H. CEQA Compliance – Rule 2.4**

See Section VI of this Application.

**I. Other Compliance – Rule 3.6**

**1. SCE’s Business and Service Territory**

See Section VIII.B of this Application.

**2. Description of Property Involved in the Transaction, Statement of Book Cost and Original Cost**

SCE is selling its fee simple interest in the Property, which is approximately two (2) acres. The building is a two-story office building with approximately 45,228 square feet. The Property’s original plant cost, including alterations and improvements made to the building, was \$11.09 million. Its forecasted net book value (as of December 31, 2026) is \$8.37 million. SCE is selling its interest in the Property “as is.”

**3. Detailed Reasons for Entering into the Transaction, with Supporting Facts**

The detailed reasons for the sale of SCE’s interest in the Property are provided in Sections III and IV above. SCE does not have an operational need for the Property any longer due to office space consolidation and hybrid work. The Purchaser desires to purchase the Property for investment purposes and lease it to end users.

**4. Agreed to Purchase Price and Terms for Payment.**

The purchase price is \$7,209,250. The sale is contingent upon SCE receiving Commission approval of this Application. SCE will be paid the purchase price upon closing of the sale. SCE is maintaining the Property during the sale process.

**J. Copy of Proposed Deed, Bill of Sale, Lease, Security Agreement, Mortgage, or Other Encumbrance Document, and Contract or Agreement Therefor, if Any, and Copy of Each Plan or Agreement for Purchase, Merger or Consolidation.**

The proposed grant deed is Exhibit D to the Purchase Agreement, which is attached hereto as Appendix A.

**K. Notice**

Commission approval of this Application would result in an increase in SCE's authorized base rate revenue requirement which would, in turn, change SCE's rates. Therefore, SCE is providing notice of this application to its customers as required by Public Utilities Code § 454. SCE has reviewed a draft of its proposed customer notice with the Commission's Public Advisor.

**L. Service List**

The official service list has not yet been established in this proceeding. In accordance with Rule 1.9 of the Commission's Rules of Practice and Procedure, SCE is serving this Application, including exhibits, on the Commission's Chief Administrative Law Judge. SCE is also serving this Application, including exhibits, on the Purchaser, the Commission's Energy Division, and the Commission's Public Advocates Office.

**IX.**

**CONCLUSION/REQUEST FOR ORDER**

SCE respectfully requests that the Commission enter an order (a) authorizing SCE to sell its interest in the Property, (b) approving the ratemaking treatment requested herein and (c) granting such other and further relief as the Commission deems proper.

Respectfully submitted,

ROBERT PONTELLE  
CLAIRE KEANE

*/s/ Claire Keane*

By: Claire Keane

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December 17, 2025

## VERIFICATION

I am an officer of the applicant corporation herein and am authorized to make this verification on its behalf.

I am informed and believe that the matters stated in the foregoing document are true. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of December, 2025, at La Cañada Flintridge, California.

By: /s/ *Brendan Bond*

Brendan Bond

Vice President and Treasurer

SOUTHERN CALIFORNIA EDISON COMPANY

Rebecca S. Rowe supports and signs this Application as Purchaser under the Purchase and Sale Agreement, pursuant to Rule 3.6 of the Commission's Rules of Practice and Procedure:

          /s/ Rebecca S. Rowe            
REBECCA S. ROWE,  
an individual

**Appendix A**

**Purchase Agreement**

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**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

BY AND BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

(**“Seller”**)

AND

REBECCA S. ROWE,  
an individual

(**“Buyer”**)

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into by and between Southern California Edison Company, a California corporation (“**Seller**”), and Rebecca S. Rowe, an individual and/or her assignee (“**Buyer**”), with reference to the following:

A. Seller is the owner of the improved real property commonly known as 28460 Avenue Stanford in the City of Santa Clarita, County of Los Angeles, State of California and further identified as Assessor Parcel No. 2866-013-800 (the “**Real Property**”). The Real Property is more particularly described on Exhibit A attached hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Real Property, together with certain personal property and related assets on the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. **BASIC TERMS AND DEFINITIONS; REFERENCES**

#### 1.1 **Basic Terms and Definitions**

(a) Effective Date. The effective date of this Agreement (“**Effective Date**”) shall be the date on which the final party signs electronically (e.g., DocuSign).

(b) Closing Date. The last day that Close of Escrow may occur (the “**Closing Date**”) shall be that date which is fifteen (15) calendar days following the Seller’s issuance of the CPUC Approval Notice (as said term is defined in Section 7.1, below). If the calculated Closing Date falls on a weekend or national holiday, the actual Closing Date shall be the first business day following such weekend or national holiday.

(c) Title Review Period. The “**Title Review Period**” shall begin on the date that Buyer receives the Title Documents (see Section 4.1.1, below) and shall end on tenth (10<sup>th</sup>) day following Buyer’s receipt of the Title Documents.

(d) Due Diligence Period. The “**Due Diligence Period**” shall begin on the Effective Date and shall end on that date which is twenty-seven (27) days following the Effective Date.

(e) Escrow Holder. The escrow holder shall be Commonwealth Land Title Company (“**Escrow Holder**”), whose address is 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660, Escrow Officer: Carly Beard; Telephone: (949) 724-3159; E-Mail Address: carly.beard@cltic.com.

(f) Title Company. The title company shall be Commonwealth Land Title Company (“**Title Company**”), whose address is 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660, Title Officer: Chris Maziar; Telephone: (949) 724-3170; E-Mail Address: [TeamMaziar@cltic.com](mailto:TeamMaziar@cltic.com).

(g) CPUC / CPUC Approval. The term “**CPUC**” means the California Public Utilities Commission. “**CPUC Approval**” means the authorization granted by the CPUC to Seller to consummate the transactions contemplated by this Agreement, all as more fully addressed in Section 7.1, below.

1.2 **References**. All references to Exhibits refer to Exhibits attached to this Agreement and all such Exhibits are incorporated herein by reference. The words “herein,” “hereof,” “hereinafter” and words of similar import refer to this Agreement as a whole and not to any particular Section hereof.

## 2. **PURCHASE AND SALE**

Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and transfer to Buyer and Buyer agrees to purchase from Seller, for the Purchase Price set forth in Section 3 hereof, all of Seller's right, title and interest in and to the following (collectively, the "**Property**"):

2.1 The Real Property, together with all buildings, parking areas and other improvements located thereon (the buildings, parking areas and such other improvements are referred to herein collectively as the ("**Improvements**"); all references hereinafter made to the Real Property shall be deemed to include all rights, privileges, easements and appurtenances benefitting the Real Property and/or the Improvements situated thereon, including, without limitation, all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Real Property;

2.2 Certain personal property, equipment, supplies and fixtures located on the Real Property (collectively, the "**Personal Property**"), which items of Personal Property shall be specifically identified by the parties during the Personal Property Identification Period (see Section 14, below) and memorialized via the parties' preparation of a List of Personal Property and the attachment of said list to this Agreement as Exhibit B; and

2.3 All of Seller's interest in any intangible property used or useful in connection with the foregoing, including, without limitation, all warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Real Property, the Improvements and/or the Personal Property.

## 3. **PURCHASE PRICE AND DEPOSIT**

3.1 **Purchase Price.** The purchase price for the Property shall be Seven Million Two Hundred Fifty Thousand and No/100 Dollars (\$7,250,000.00) (the "**Purchase Price**").

3.2 **Payment of Purchase Price.** The Purchase Price shall be payable as follows:

3.2.1 Concurrently with the execution of this Agreement by Buyer and Seller, and as a condition precedent to the effectiveness hereof, Buyer shall deposit with Escrow Holder, in cash or current funds, the sum of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00) (the "**Deposit**"). Immediately upon Escrow Holder's receipt of the Deposit (the "**Opening of Escrow**"), Escrow Holder shall deposit the Deposit into a State or Federally chartered bank, in an interest-bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Upon expiration of the Due Diligence Period, if Buyer has not previously terminated this Agreement by its terms, the Deposit shall become nonrefundable to Seller.

3.2.2 Provided that all of the conditions in Section 7.1 hereof have been satisfied or waived by Buyer, Buyer shall deposit in cash or current funds with Escrow Holder no later than 1:00 p.m. PST two (2) business days prior to the Closing Date (see Section 1.1(b) hereof) an amount equal to the Purchase Price less the Deposit and all interest accrued thereon plus or minus applicable proration pursuant to Section 10 hereof.

3.3 **Disposition of Deposit Upon Failure to Close.** If the Close of Escrow fails to occur due to Buyer's default under this Agreement (all of the conditions to Buyer's obligation to close having been satisfied or waived), then the disposition of the Deposit and all interest accrued thereon shall be governed by Section 13.1 hereof. If the Close of Escrow fails to occur due to Seller's default under this Agreement (all of the conditions to Seller's obligation to close having been satisfied or waived), then the Deposit and all interest accrued thereon shall promptly be refunded to Buyer. If the Close of Escrow fails

to occur due to the failure of any of the conditions set forth in Sections 7.1, 7.2 or 7.3 hereof other than as a result of Buyer's or Seller's default under this Agreement, then the disposition of the Deposit and all interest accrued thereon shall be governed by Section 9.3 hereof.

#### 4. **TITLE REVIEW; INSPECTIONS AND DUE DILIGENCE; CONFIDENTIALITY**

##### 4.1 **Title and Survey Review; Title Policy**

4.1.1 **Title Report / Title Documents.** Following the Opening of Escrow, Escrow Holder shall cause Title Company to prepare and issue a title report covering the Real Property (the "**Title Report**"). Upon receipt of the Title Report, Escrow Holder shall deliver to each of Buyer and Seller a copy of the Title Report, together with copies of all documents referenced in the Title Report (collectively, the "**Title Documents**"). Buyer, at its option and expense, may obtain a survey for the Real Property. Buyer understands and acknowledges that if Buyer elects to obtain a survey for the Real Property, the completion and/or delivery of the survey shall not be a condition precedent to the Close of Escrow. Notwithstanding any provision herein to the contrary, Buyer acknowledges that Seller makes no representations or warranties, and Seller shall have no responsibility, with respect to the completeness or accuracy of (i) any survey materials provided to or procured by Buyer or (ii) the Title Documents made available to Buyer by the Title Company.

4.1.2 **Title Review and Cure.** During the Title Review Period, Buyer shall have the right to approve or disapprove the condition of title to the Real Property. On or before the expiration of the Title Review Period, Buyer shall deliver to Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the matters reflected in the Title Report and any survey for the Real Property. Buyer's Title Notice delivered by Buyer to Seller must state that it is a "Buyer's Title Notice being delivered in accordance with the provisions of Section 4.1.2 of the Purchase Agreement." The failure of Buyer to deliver to Seller Buyer's Title Notice on or before the expiration of the Title Review Period shall be deemed to constitute Buyer's approval of the condition of title to the Real Property as reflected in the Title Report and any survey for the Real Property. If Buyer disapproves any matter of title shown in the Title Report or survey for the Real Property, then Seller may, but shall have no obligation to, within ten (10) days after its receipt of the Buyer's Title Notice for the Real Property ("**Seller's Election Period**"), elect to eliminate or ameliorate to Buyer's reasonable satisfaction the disapproved title matters by giving Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller agrees to so eliminate or ameliorate by the Closing Date. Buyer acknowledges and agrees that any title exception disapproved by Buyer shall be deemed ameliorated to Buyer's reasonable satisfaction to the extent that Seller either causes such exception to be removed from the Title Policy (as such term is defined in Section 4.1.3 hereof) or to be affirmatively insured over. If Seller does not elect, or is unable, to eliminate or ameliorate any disapproved title matters, Buyer reasonably disapproves Seller's Title Notice, or Seller fails to timely deliver Seller's Title Notice, then Buyer shall have the right, upon delivery to Seller and Escrow Holder (on or before five (5) days following the expiration of Seller's Election Period) of a written notice, to either: (a) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (b) terminate this Agreement and the Escrow (as such term is defined in Section 9.1 hereof). Failure to take either one of the actions described in (a) and (b) above shall be deemed to be Buyer's election to take the action described in clause (a) above. If Buyer elects to terminate this Agreement as provided in clause (b) above, this Agreement shall automatically terminate, the parties shall be released from all further obligations under this Agreement (except pursuant to any provisions which by their terms survive a termination of this Agreement), the Deposit shall be immediately returned to Buyer and Buyer shall immediately return all Property Information to Seller. Buyer shall have been deemed to have approved any title exception that Seller is not obligated to remove and to which either Buyer did not object as provided above, or to which Buyer did object, but with respect to which Buyer did not terminate this Agreement.

4.1.3 **Delivery of Title Policy at Closing.** As a condition precedent to the Close of Escrow, the Title Company shall have issued and delivered to Buyer, or shall have committed to issue and deliver to Buyer, with respect to the Real Property, a Standard Coverage Owner's Policy of Title Insurance (the "**Title Policy**") issued by the Title Company as of the date and time of the recording of the

Deed (as such term is defined in Section 6.1 hereof) for the Real Property, in the amount of the Purchase Price insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Real Property, subject only to the Permitted Exceptions (as hereinafter defined). For purposes of this Agreement, **"Permitted Exceptions"** shall mean and include (a) any lien to secure payment of real estate taxes, including special assessments, not delinquent, (b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code, (c) all matters which could be revealed or disclosed by a physical inspection or a survey of the Real Property and matters affecting the Real Property which are created by or with the written consent of Buyer or which do not materially and deleteriously affect Buyer's contemplated use of the Real Property; (d) all exceptions disclosed by the Title Report relating to the Real Property and which are approved or deemed approved by Buyer in accordance with Section 4.1.2 hereof, and (e) all applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Real Property.

#### 4.2 **Inspections; Due Diligence Period**

4.2.1 **Inspections in General**. During the Due Diligence Period, Buyer, its agents, and employees shall have a limited license (the **"License"**) to enter upon the Real Property for the purpose of making non-invasive inspections at Buyer's sole risk, cost and expense. Before any such entry, Buyer shall provide Seller with a certificate of insurance (for each entity/contractor entering onto the Real Property under the License) naming Seller as an additional insured and reflecting the following minimum insurance limits and coverage: Commercial general liability and property damage insurance with limits of not less than \$2,000,000 in the aggregate for liability coverage and not less than \$1,000,000 in the aggregate for property damage. The insurer providing the minimum coverage required pursuant to this Section 4.2.1 shall be reasonably satisfactory to Seller. All of such entries upon the Real Property shall be at reasonable times during normal business hours and after at least forty-eight (48) hours' prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Buyer during any activities performed by Buyer on the Real Property. At Seller's request, Buyer shall provide Seller (at no cost to Seller) with a copy of the results of any tests and inspections made by Buyer, excluding only market and economic feasibility studies. If any inspection or test disturbs the Real Property (including any Improvements located thereon), Buyer will restore the Real Property to the same condition as existed before the inspection or test. Buyer shall defend, indemnify Seller and hold Seller, Seller's officers, directors, shareholders, agents, contractors and employees and the Real Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Buyer's, its agents, contractors, employees, or invitees entry upon or inspection of the Real Property. The License may be revoked by Seller at any time and shall in any event be deemed revoked upon termination of this Agreement. The provisions of this Section 4.2.1 shall survive the Close of Escrow or the earlier termination of this Agreement.

4.2.2 **Environmental Inspections**. The inspections under Section 4.2.1 may include non-invasive environmental inspections of the Real Property, including without limitation air quality sampling and inspections of the type commonly referred to as "Phase I" inspections. However, no "Phase II" environmental inspections or other invasive inspections or sampling of soil or materials, including without limitation construction materials, either as part of the Phase I inspections or any other inspections, shall be performed without the prior written consent of Seller, which may be withheld in Seller's reasonable discretion. Any request by Buyer to conduct such invasive inspections or sampling activities shall be accompanied by a scope of work (**"Work Plan"**) that identifies, in relevant part, (i) the work to be performed (including, without limitation, a description of all structural elements that will be disturbed), (ii) the proposed locations of such work and (iii) the identity of the party/ies who will perform the work. The Work Plan shall be subject to Seller's review and approval and reasonable adjustment. At Seller's request, Buyer shall deliver to Seller (at no cost to Seller) copies of any and all environmental reports that are prepared by or for Buyer pursuant to this Section 4.2.2.

4.2.3 **Termination During Due Diligence Period**. If Buyer determines, in its sole discretion, before the expiration of the Due Diligence Period, that the Property is unacceptable for Buyer's

purposes, Buyer shall have the right to terminate this Agreement by giving to Seller notice of termination ("**Termination Notice**") before the expiration of the Due Diligence Period, in which event the Deposit shall be immediately refunded to Buyer and, except for those provisions of this Agreement which expressly survive the termination of this Agreement, the parties hereto shall have no further obligations hereunder. If Buyer fails to deliver a Termination Notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, then Buyer shall be deemed to be satisfied with all aspects of the Property, including, without limitation, the condition and suitability of the Property for Buyer's intended use, and Buyer shall be obligated to acquire the Property in accordance with the provisions of this Agreement. Buyer's delivery of a Termination Notice to Seller with respect to the Property shall constitute Buyer's election to terminate this Agreement with respect to the Property as provided above in this Section 4.2.3.

4.3 **Confidentiality**. Prior to the Close of Escrow or in the event the Close of Escrow never occurs, all information (other than matters of public record or matters generally known to the public) furnished to, or obtained through inspection of the Property by, Buyer, its affiliates, lenders, employees, attorneys, brokers, accountants and other professionals or agents relating to the Property, will be treated by Buyer, its affiliates, lenders, brokers, employees and agents as confidential, and will not be disclosed to anyone (except as reasonably required in connection with Buyer's evaluation of the Property) except to Buyer's consultants who agree to maintain the confidentiality of such information, and will be returned to Seller by Buyer if the Close of Escrow does not occur. The terms of this Agreement will not be disclosed to anyone prior to or after the Close of Escrow except to Buyer's and Seller's consultants who agree to maintain the confidentiality of such information and Seller and Buyer agree not to make any public announcements or public disclosures or communicate with any media with respect to the subject matter hereof without the prior written consent of the other party (in its sole and absolute discretion). The confidentiality provisions of this Section 4.3 shall not apply to any disclosures made by Buyer or Seller as required by law, by court order, or in connection with any subpoena served upon Buyer or Seller; provided Buyer and Seller shall provide each other with written notice before making any such disclosure. Moreover, the confidentiality provisions of this Section 4.3 shall not prohibit or preclude Seller from disclosing such information as is necessary to comply with the requests of (or in satisfaction of Seller's obligations to) the CPUC.

## 5. **OPERATIONS AND RISK OF LOSS**

5.1 **Ongoing Operations**. During the pendency of this Agreement, but subject to the limitations set forth below, Seller shall carry on its businesses and activities relating to the Property substantially in the same manner as it did before the date of this Agreement.

5.2 **New Contracts**. Prior to the expiration of the Due Diligence Period, Seller may without Buyer's consent enter into contracts relating to the Property, provided that Seller provides Buyer with written notice of the same. Following the expiration of the Due Diligence Period, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Close of Escrow (except contracts entered into in the ordinary course of business that are terminable without cause on thirty (30) days' notice), without the prior consent of the Buyer, which shall not be unreasonably withheld or delayed.

5.3 **Damage or Condemnation**. Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened against the Property before the Close of Escrow, and risk of loss to the Property due to fire, flood or any other cause before the Close of Escrow, shall remain with Seller. If before the Close of Escrow the Property or any portion thereof shall be materially damaged, or if the Property or any material portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Buyer may elect not to acquire the Property by delivering written notice of such election to Seller within five (5) days after Buyer learns of the damage or taking, in which event Buyer shall no longer be obligated to purchase, and Seller shall no longer be obligated to sell, the Property. If the Closing Date is within the aforesaid five (5) day period, then the Close of Escrow shall be extended to the next business day following the end of said five (5) day period. If no such election is made, and in any event if the damage is not material, this

Agreement shall remain in full force and effect, the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Close of Escrow, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Buyer any insurance proceeds that may thereafter be received by Seller for such damage or destruction (giving Buyer a credit at the Close of Escrow for any deductible under such policies). For purposes of this Section 5.3, the phrase(s) (i) “**material damage**” or “**materially damaged**” means damage reasonably exceeding ten percent (10%) of the Purchase Price of the Property, and (ii) “**material portion**” means any portion of the Property that has a “fair market value” exceeding ten percent (10%) of the Purchase Price of the Property.

## 6. **SELLER’S AND BUYER’S DELIVERIES**

6.1 **Seller’s Deliveries into Escrow.** No less than one (1) business day prior to the Closing Date, Seller shall deliver into Escrow the following:

(a) **Deed.** A deed (the “**Deed**”) in the form attached hereto as Exhibit C, executed and acknowledged by Seller, conveying to Buyer Seller’s title to the Real Property.

(b) **Bill of Sale.** A bill of sale (“**Bill of Sale**”) in the form of Exhibit D attached hereto, executed by Seller.

(c) **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit executed by Seller substantially in the form of Exhibit E attached hereto.

(d) **Withholding Certificate.** A California Form 593-C, duly executed by Seller, regarding the withholding of California taxes on the sale of California real property.

(e) **Additional Documents.** Any additional documents that Escrow Holder or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6.2 **Buyer’s Deliveries into Escrow.** No less than one (1) business day prior to the Closing Date, Buyer shall deliver into Escrow the following:

(a) **Purchase Price.** The Purchase Price, less the Deposit that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day federal funds wired for credit into the Escrow Holder’s escrow account.

(b) **Bill of Sale.** A Bill of Sale executed by Buyer.

(c) **PCOR.** Preliminary Change of Ownership Report (“**PCOR**”) in a form suitable for filing with the Los Angeles County Assessor.

(d) **Additional Documents.** Any additional documents that Escrow Holder or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6.3 **Closing Statements/Escrow Fees.** Concurrently with the Close of Escrow, Seller and Buyer shall deposit with the Escrow Holder executed closing statements consistent with this Agreement in the form reasonably required by the Escrow Holder.

6.4 **Post-Closing Deliveries.** Immediately after the Close of Escrow, Seller shall deliver to Buyer, at the Real Property, all keys used in the operation of the Real Property.

## 7. CONDITIONS TO BUYER'S AND SELLER'S OBLIGATIONS

7.1 **CPUC Approval.** The Parties acknowledge that consummation of the transactions described herein requires the approval of the CPUC. As used herein, "CPUC Approval" means an order issued by the CPUC under Section 851 of the California Public Utilities Code that (a) is final and no longer subject to appeal, which approves this Agreement in full and in the form presented to the CPUC, subject to those terms and conditions acceptable to Seller in its sole but reasonable discretion, including terms and conditions related to cost recovery and cost allocation of amounts paid by Seller under this Agreement; and (b) does not contain conditions or modifications unacceptable to Seller in its sole but reasonable discretion. Seller shall have until the date which is fourteen (14) months after the Effective Date (the "**Special Contingency Date**") to obtain the CPUC Approval, subject to extension as set forth herein. Seller covenants that it will diligently apply for and pursue the CPUC Approval with all reasonable promptness and diligence in accordance with the terms of this Agreement; however, Seller makes no representation or warranty concerning whether, or when, the CPUC Approval will be obtained. If Seller does not receive, or reasonably believes that it will not receive, the CPUC Approval on or prior to the Special Contingency Date, Seller shall have the right, upon delivery of written notice to Buyer, to extend the Special Contingency Date for an additional period of three (3) months (the "**Extended Special Contingency Date**"). Upon receipt of the CPUC Approval, Seller shall deliver to Buyer a written notice advising that Seller has received the CPUC Approval and is prepared to proceed with the Close of Escrow ("**CPUC Approval Notice**"). If Seller does not obtain the CPUC Approval and issue the CPUC Approval Notice prior to the expiration of the Special Contingency Date (or the Extended Special Contingency Date, as applicable), then this Agreement shall automatically terminate unless Seller and Buyer mutually agree, in writing, to a further extension of said contingency date in their sole and absolute discretion. If this Agreement is terminated pursuant to the foregoing provisions of this Section 7.1, then neither party shall have any further rights or obligations hereunder (except with respect to those matters expressly stated to survive such termination), each party shall bear its own costs incurred hereunder and the Deposit shall be returned promptly to Buyer without any written authorization from Seller. Notwithstanding any provision herein to the contrary, Seller's receipt of the CPUC Approval and issuance of the CPUC Approval Notice are conditions precedent that cannot be waived by either Buyer or Seller.

7.2 **Conditions to Buyer's Obligations.** The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date or on the dates designated below for the satisfaction of such conditions:

(a) All of Seller's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, subject to any qualifications hereafter made to any of Seller's representations as provided for in Section 11.1 hereof;

(b) As of the Closing Date, Seller shall have performed its respective obligations hereunder and all deliveries to be made at Close of Escrow by Seller shall have been tendered;

(c) There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller, that would materially and adversely affect Seller's ability to perform its respective obligations under this Agreement;

(d) There shall exist no pending or threatened action, suit or proceeding with respect to Seller before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby; and

(e) Buyer shall have received the CPUC Approval Notice from Seller.

If, notwithstanding the nonsatisfaction of any such condition, the Close of Escrow occurs, there shall be no liability on the part of Seller for breaches of representations and warranties of which Buyer had knowledge as of the Close of Escrow.

7.3 **Conditions to Seller's Obligations.** The Close of Escrow and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date or the dates designated below for the satisfaction of such conditions:

(a) All of Buyer's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date;

(b) As of the Closing Date, Buyer has performed its obligations hereunder and all deliveries to be made at Close of Escrow by Buyer shall have been tendered including, without limitation, the deposit with Escrow Holder of the amounts set forth in Section 6.2(a) hereof;

(c) There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Buyer that would materially and adversely affect Buyer's ability to perform its obligations under this Agreement;

(d) There shall exist no pending or threatened action, suit or proceeding with respect to Buyer before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby;

(e) Seller shall have received all consents and assignments and approvals from all parties from whom such consents to assignments or approvals are needed under all contracts, covenants and other agreements relating to the Property; and

(f) As an analog to Section 7.3(e), above, Seller shall have received the CPUC Approval and issued the CPUC Approval Notice to Buyer.

## 8. **CLOSE OF ESCROW; POSSESSION**

8.1 **"Close of Escrow"** shall mean and refer to Seller's receipt of the Purchase Price and the other amounts due Seller in accordance with the provisions of Section 9.1(b), below. The Escrow and Buyer's right to purchase the Property will terminate automatically if the Close of Escrow does not occur on or before 5:00 p.m. PST on the Closing Date.

8.2 Sole exclusive possession of the Property, subject only to the Permitted Exceptions, shall be delivered to Buyer on the Closing Date.

## 9. **ESCROW**

9.1 **Closing.** The escrow (the **"Escrow"**) for the consummation of this transaction shall be established with Escrow Holder at the address indicated in Section 16.1 hereof by the deposit of a fully-signed copy of this Agreement with Escrow Holder. This Agreement shall constitute both an agreement among Buyer and Seller and escrow instructions for Escrow Holder. If Escrow Holder requires separate or additional escrow instructions which it deems necessary for its protection, Seller and Buyer hereby agree promptly upon request by Escrow Holder to execute and deliver to Escrow Holder such separate or additional escrow instructions (the **"Additional Instructions"**). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and

govern, and the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provisions of this Agreement unless otherwise agreed to in writing by Seller and Buyer.

On the Closing Date, provided that the conditions set forth in Sections 7.1, 7.2 and 7.3 hereof have been satisfied or waived (with the exception of the conditions of Section 7.1, which cannot be waived), Escrow Holder shall take the following actions in the order indicated below:

- (a) With respect to all closing documents delivered to Escrow Holder hereunder, and to the extent necessary, Escrow Holder is authorized to insert into all blanks requiring the insertion of dates the date of the recordation of the Deed or such other date as Escrow Holder may be instructed in writing by Seller and Buyer;
- (b) Deliver to Seller, in cash or current funds, the Purchase Price, plus or minus, as the case may be, the amounts determined in accordance with the provisions of Section 10 hereof, and Buyer's signed counterpart of the Bill of Sale;
- (c) Record the Deed in the official records of Los Angeles County, California;
- (d) Deliver to Buyer those items referred to in Section 6.1 hereof;
- (e) Deliver to each of Seller and Buyer a conformed copy of the recorded Deed;
- (f) Cause the Title Company to issue the Title Policy for the Real Property in accordance with the provisions of Section 4.1.3 hereof; and
- (g) Deliver to Seller and Buyer a final closing statement which has been certified by Escrow Holder to be true and correct.

## 9.2 Escrow and Title Charges

(a) Upon the Close of Escrow, escrow, title charges and other closing costs shall be allocated between Seller and Buyer as follows:

(i) Seller shall pay: (1) the premiums for the Title Policy, (2) the cost of recording the Deed, (3) one-half (½) of any escrow fees or similar charges of Escrow Holder and (4) any required documentary transfer taxes.

(ii) Buyer shall pay one-half (½) of any escrow fees or similar charges of Escrow Holder. Moreover, if Buyer desires ALTA extended coverage for any Title Policy, Buyer shall pay the premiums and any additional costs (including any survey costs) for such coverage which are in addition to the premiums for standard coverage. Additionally, Buyer shall pay all costs associated with any endorsements to the Title Policy that are desired by Buyer.

(iii) Buyer shall pay all costs incurred in connection with Buyer's obtaining any surveys for the Real Property.

(iv) Except to the extent otherwise specifically provided herein, all other expenses incurred by Seller and Buyer with respect to the negotiation, documentation and closing of this transaction, including, without limitation, Buyer's and Seller's attorneys' fees, shall be borne and paid by the party incurring same.

(b) If the Close of Escrow does not occur by reason of Buyer's or Seller's default under this Agreement, then all escrow and title charges (including cancellation fees) shall be borne by the party in default.

9.3 **Procedures Upon Failure of Condition.** Except as otherwise expressly provided herein, if any condition set forth in Sections 7.1, 7.2 or 7.3 hereof is not timely satisfied or waived (with the exception of the conditions of Section 7.1, which cannot be waived ) for a reason other than the default of Buyer or Seller in the performance of its respective obligations under this Agreement:

(a) This Agreement, the Escrow and the respective rights and obligations of Seller and Buyer hereunder shall terminate (other than the indemnity and insurance obligations of Buyer set forth in Sections 4.2.1 and 15 hereof and the confidentiality provisions of Section 4.3 hereof which shall survive such termination) at the written election of the party for whose benefit such condition was imposed, which written election must be made (i) within two (2) business days after the date such condition was to be satisfied, or (ii) on the date scheduled for the Close of Escrow, whichever occurs first;

(b) Escrow Holder shall promptly return to Buyer all funds of Buyer in its possession, including the Deposit and all interest accrued thereon, and to Seller and Buyer all documents deposited by them respectively, which are then held by Escrow Holder;

(c) Buyer shall return to Seller any property information / documentation provided by Seller to Buyer, and Buyer shall deliver to Seller all Work Product (as such term is defined in Section 16.3 hereof); and

(d) Any escrow cancellation and title charges shall be borne equally by Seller and Buyer.

## 10. **PRORATIONS**

If the Purchase Price is received by Seller's depository bank in time to credit to Seller's account on the Closing Date, the day the Close of Escrow occurs shall belong to Buyer and all prorations hereinafter provided to be made as of the Close of Escrow shall each be made as of the end of the day before the Closing Date. If the Purchase Price is not so received by Seller's depository bank on the Closing Date, then the day the Close of Escrow occurs shall belong to Seller and such proration shall be made as of the end of the day that is the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Close of Escrow shall be credited to Buyer or charged to Buyer as applicable and the portion thereof applicable to periods ending as of Close of Escrow shall be credited to Seller or charged to Seller as applicable.

10.1 **Taxes and Assessments.** As a regulated public utility, Seller is responsible for paying all taxes on property owned or utilized by Seller within Los Angeles County through a specialized state-assessed process managed by the California State Board of Equalization ("**BOE**"). The Real Property currently appears on a special roll that is separate and apart from regular county-assessed property rolls. Consistent with BOE mandates and processes, Seller remits payments on a bi-annual basis to Los Angeles County ("**County**") based upon the BOE's assessed value. Seller covenants and agrees that it shall pay to the County, outside of the Escrow, all BOE assessments due and payable in connection with the Real Property up to the Close of Escrow. Beginning on the Close of Escrow, Buyer shall be responsible for all taxes and assessments attributable to the Real Property. Moreover, Buyer shall be responsible for and pay any and all sales taxes due and payable on the Personal Property conveyed to Buyer at the Close of Escrow. If, as of the Closing Date, Seller is protesting or has notified Buyer, in writing, that it has elected to protest any BOE assessments for the Real Property, then Buyer agrees that Seller shall have the right (but not the obligation), after the Closing Date, to continue such protest. Buyer agrees to cooperate with Seller and execute any documents requested by Seller in connection with such protest. Any assessment savings received ("**Refunds**") shall be the property of Seller. To the extent any Refund is sent to Buyer, Buyer shall deliver the Refund to Seller within fifteen (15) business days of its receipt. If Buyer fails to pay such amount(s) to Seller as and when due, such amount(s) shall bear interest from the date any such amount is due to Seller, until paid at the lesser of (a) ten percent (10%) per annum and (b) the maximum amount permitted by law. The obligations set forth herein shall survive the Close of Escrow and Buyer agrees that, as a condition to the transfer of the Property by Buyer, Buyer will cause any transferee to assume the obligations set forth herein.

10.2 **Utilities and Utility Deposits.** Utilities for the Real Property, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Close of Escrow, shall be prorated. Seller shall be entitled to a credit for all security deposits held by any of the utility companies providing service to the Real Property. Seller shall endeavor to obtain meter readings on the day before the Closing Date, and if such readings are obtained, there shall be no proration of such items and Seller shall pay at Close of Escrow the bills therefor for the period to the day preceding the Close of Escrow, and Buyer shall pay the bills therefor for the period subsequent thereto. If the utility company will not issue separate bills, Buyer will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Close of Escrow. If Seller has paid utilities no more than thirty (30) days in advance in the ordinary course of business, then Buyer shall be charged its portion of such payment at Close of Escrow. Buyer shall be responsible for making any security deposits required by utility companies providing service to the Real Property.

10.3 **Owner Deposits.** Seller shall receive a credit at the Close of Escrow for all bonds, deposits, letters of credit, set aside letters or other similar items, if any, that are outstanding with respect to the Real Property that have been provided by Seller or any of its affiliates to any governmental agency, public utility, or similar entity (collectively, "**Owner Deposits**") to the extent assignable to Buyer. To the extent that any Owner Deposits are not assignable to Buyer, Buyer shall replace such Owner Deposits and obtain the release of Seller (or its affiliates) from any obligations under such Owner Deposits. To the extent that any funds are released as a result of the termination of any Owner Deposits for which Seller did not get a credit, such funds shall be delivered to Seller immediately upon their receipt.

10.4 **Final Adjustment After Closing.** If final prorations cannot be made at the Close of Escrow for any item being prorated under this Section 10, then, provided Buyer or Seller identify any such proration ("**Post Closing Proration**") in writing before the Close of Escrow, Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available. Payments in connection with the final adjustment shall be due no later than forty-five (45) days after the Close of Escrow, except that adjustments arising from any tax protest under Section 10.1 shall not be subject to such forty-five (45) day limitation, but shall be made as soon as reasonably possible. Seller shall have reasonable access to, and the right to inspect and audit, Buyer's books to confirm the final prorations for a period of one (1) year after the Close of Escrow. Notwithstanding anything to the contrary stated in this Section 10, except for any reconciliation arising out of a tax protest under Section 10.1 hereof, and except for any Post Closing Prorations (which must be determined and paid within forty-five (45) days after the Close of Escrow), all prorations made under this Section 10 shall be final as of the Close of Escrow and shall not be subject to further adjustment (whether due to an error or for any other reason) after the Close of Escrow.

## 11. **SELLER'S REPRESENTATIONS AND WARRANTIES; AS-IS**

11.1 **Seller's Representations and Warranties.** In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations and warranties to Buyer:

(a) Seller has the legal right, power and authority to enter into this Agreement and, subject to receipt of the CPUC Approval, to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

(c) There is no agreement to which Seller is a party which would prevent Seller from consummating the transaction contemplated by this Agreement.

If, after the Effective Date, but before the Close of Escrow, Seller becomes aware of any facts or changes in circumstances that would cause any of its representations and warranties in this Agreement to be untrue at Close of Escrow, Seller shall notify Buyer in writing of such fact. In such case, or in the event

Buyer obtains information which would cause any of Seller's representations and warranties to be untrue at Close of Escrow, Buyer, as its sole and exclusive remedy, shall have the right to either (i) terminate this Agreement, in which case the Deposit shall be immediately returned to Buyer and neither party shall have any rights or obligations under this Agreement (except for Sections 4.2.1, 16.3 and 16.5 which survive termination of this Agreement); or (ii) accept a qualification to Seller's representations and warranties as of the Close of Escrow and complete the purchase and sale of the Property without any rights to recovery for breach of the unqualified representation and warranty. Other than as set forth in the immediately preceding sentence, if Buyer proceeds with the Close of Escrow, Buyer shall be deemed to have expressly waived any and all remedies for the breach of any representation or warranty discovered by Buyer prior to the Close of Escrow.

11.2 **As-Is**~~Error! Bookmark not defined.~~ As of the expiration of the Due Diligence Period, Buyer will have:

(a) examined and inspected the Property and will know and be satisfied with the physical condition, quality, quantity and state of repair of the Property in all respects including, without limitation, (i) the seismic condition of the Improvements and the seismic geology of the Real Property's location, (ii) the environmental condition of the Property, including without limitation the Improvements, and (iii) the compliance of the Real Property with the Americans With Disabilities Act of 1990 Pub.L. 101-336, 104 Stat. 327 (1990), and any comparable local or state laws (collectively, the "**ADA**"), and by proceeding with this transaction following the expiration of the Due Diligence Period shall be deemed to have determined that the same is satisfactory to Buyer;

(b) reviewed all instruments, records and documents which Buyer deems appropriate or advisable to review in connection with this transaction, including, but not by way of limitation, any and all architectural drawings, plans, specifications, surveys, building and occupancy permits, and Buyer, by proceeding with this transaction following the expiration of the Due Diligence Period, shall be deemed to have determined that the same and the information and data contained therein and evidenced thereby are satisfactory to Buyer;

(c) reviewed all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Real Property, and Buyer, by proceeding with this transaction following the expiration of the Due Diligence Period, shall be deemed to have determined that the same are satisfactory to Buyer; and

(d) at its own cost and expense, made its own independent investigation respecting the Property and all other aspects of this transaction, and shall have relied thereon and on the advice of its consultants in entering into this Agreement, and Buyer, by proceeding with this transaction following the expiration of the Due Diligence Period, shall be deemed to have determined that the same are satisfactory to Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 11.1 OF THIS AGREEMENT AND ANY WARRANTIES OF TITLE CONTAINED IN THE DEED DELIVERED AT THE CLOSE OF ESCROW ("**SELLER'S WARRANTIES**"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS. NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE

RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT (INCLUDING, WITHOUT LIMITATION, THE ADA AND THOSE PERTAINING TO SEISMIC INTEGRITY). BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. ADDITIONALLY, BUYER AND SELLER HEREBY AGREE THAT (A) BUYER IS TAKING THE PROPERTY "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, (B) BUYER IS SOLELY RELYING UPON ITS EXAMINATION OF THE PROPERTY, AND (C) BUYER TAKES THE PROPERTY UNDER THIS AGREEMENT UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE LIMITED WARRANTIES OF TITLE SET FORTH IN THE DEED). WITHOUT LIMITING THE FOREGOING IN ANY WAY, IT IS UNDERSTOOD AND AGREED THAT THERE IS NO WARRANTY BY SELLER THAT THE EXISTING IMPROVEMENTS ARE SUITABLE FOR USE OR OCCUPANCY; OR AS TO THE NATURE OR EXTENT OF ANY POSSIBLE ENVIRONMENTAL CONTAMINATION (WHETHER SOIL, WATER, OR VAPORS) BENEATH THE IMPROVEMENTS; OR THAT THE REAL PROPERTY IS SUITABLE FOR REDEVELOPMENT FOR ANY PARTICULAR USE, INCLUDING WITHOUT LIMITATION FOR ANY RESIDENTIAL OR EDUCATIONAL USES.

WITH RESPECT TO THE FOLLOWING, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND AND THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND:

1. THE CONTENT OR ACCURACY OF ANY REPORT, STUDY, OPINION OR CONCLUSION OF ANY SOILS, TOXIC, ENVIRONMENTAL OR OTHER ENGINEER OR OTHER PERSON OR ENTITY WHO HAS EXAMINED THE PROPERTY OR ANY ASPECT THEREOF;
2. THE CONTENT OR ACCURACY OF ANY OF THE ITEMS DELIVERED TO BUYER IN CONNECTION WITH BUYER'S REVIEW OF THE CONDITION OF THE PROPERTY; OR
3. THE CONTENT OR ACCURACY OF ANY PROJECTION, FINANCIAL OR MARKETING ANALYSIS OR OTHER INFORMATION GIVEN TO BUYER BY SELLER OR REVIEWED BY BUYER WITH RESPECT TO THE PROPERTY.

BUYER ALSO ACKNOWLEDGES THAT THE REAL PROPERTY MAY OR MAY NOT CONTAIN ASBESTOS AND, IF THE REAL PROPERTY CONTAINS ASBESTOS, THAT BUYER MAY OR MAY NOT BE REQUIRED TO REMEDIATE ANY ASBESTOS CONDITION IN ACCORDANCE WITH APPLICABLE LAW.

BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR AND IS, OR WILL BE AS OF THE CLOSE OF ESCROW, FAMILIAR WITH THE PROPERTY AND ITS SUITABILITY FOR BUYER'S INTENDED USE. THE PROVISIONS OF THIS SECTION 11.2 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSE OF ESCROW.

  
 BUYER'S INITIALS

12. **BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES; RELEASE; ERISA; INDEMNIFICATION**

In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations and warranties:

## 12.1 **Buyer's Representations and Warranties**

(a) **Authority**. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement.

(b) **Executive Order 13224**. Neither Buyer nor any of its respective affiliates or constituents, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") list of restrictions and prohibited persons ("**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (b) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (c) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

12.2 **Release**. By proceeding with this transaction following the expiration of the Due Diligence Period, Buyer shall be deemed to have made its own independent investigation of the Property and the presence of Hazardous Materials on the Real Property as Buyer deems appropriate. Accordingly, Buyer, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, the "**Releasors**") hereby expressly waives and relinquishes any and all rights and remedies Releasors may now or hereafter have against Seller, its successors and assigns, agents, shareholders, officers, employees and/or directors (the "**Seller Parties**"), whether known or unknown, which may arise from or be related to (a) the physical condition, quality, quantity and state of repair of the Property and the prior management and operation of the Property, (b) the Property's compliance or lack of compliance with any federal, state or local laws or regulations, and (c) any past, present or future presence or existence of Hazardous Materials on, under or about the Real Property or with respect to any past, present or future violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation, (i) any and all rights and remedies Releasors may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation, and (ii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Real Property under Section 107 of CERCLA (42 U.S.C.A. §9607). As used herein, the term "**Hazardous Material(s)**" includes, without limitation, any hazardous or toxic materials, substances or wastes, such as (1) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, or any agency of the United States government, (2) any other material, substance, or waste which is defined or regulated as a hazardous material, extremely hazardous material, hazardous waste or toxic substance pursuant to any laws, rules, regulations or orders of the United States government, or any local governmental body, (3) asbestos, (4) petroleum and petroleum based products, (5) formaldehyde, (6) polychlorinated biphenyls (PCBs), (7) freon and other chlorofluorocarbons, (8) perchloroethylene and other "dry-cleaning fluids," including their vapors, and (9) per- and polyfluoroalkyl substances (PFAS).

BUYER, ON BEHALF OF ITSELF AND THE OTHER RELEASORS, HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("**SECTION 1542**"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, BUYER, ON BEHALF OF ITSELF AND THE OTHER RELEASORS, HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Buyer's Initials: DS  
RR

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER, ON BEHALF OF ITSELF AND THE OTHER RELEASORS, HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING OR ARISING FROM, OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF, THE PROPERTY.

THE FOREGOING WAIVERS, RELEASES AND AGREEMENTS BY BUYER, ON BEHALF OF ITSELF AND THE RELEASORS, SHALL SURVIVE THE CLOSE OF ESCROW AND THE RECORDATION OF THE DEED AND SHALL NOT BE DEEMED MERGED INTO THE DEED UPON ITS RECORDATION.

12.3 **ERISA.** Buyer is not purchasing any of the Property with "plan assets" of an Employee Benefit Plan subject to Title I of the Employee Retirement Income Security Act of 1974 (as amended from time to time, the "**Act**," and together with any regulation, rule or judicial or administrative case, order, or pronouncement arising under or connected with the Act, "**ERISA**") or of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"). Buyer shall take all actions reasonably requested by Seller for the purpose of ensuring, to Seller's satisfaction, that the transactions contemplated herein will comply with ERISA and not result in an imposition of an excise tax under Section 4975 of the Code; such actions shall include, without limitation, the making of such further representations and warranties as Seller's counsel reasonably deems necessary to ensure that neither this Agreement nor any of the transactions contemplated herein will violate ERISA or result in an imposition of an excise tax under Section 4975 of the Code. In the event that this Agreement, or any transaction or other action by Seller in connection herewith, shall be deemed to violate ERISA or result in an imposition of an excise tax under Section 4975 of the Code, Seller may immediately terminate this Agreement (without any liability to Seller) in accordance with, and subject to the terms and conditions of, Section 9.3 hereof as if such termination arose from a failed condition under Section 9.3 hereof.

12.4 **Indemnification.** Buyer, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, "**Indemnitors**") hereby agree, at their sole cost and expense, to indemnify, protect, hold harmless and defend (with counsel of Seller's choice) the Seller Parties from any and all claims, liabilities, suits, demands, obligations, duties, acts, omissions, causes of action, damages, losses, and indemnification obligations of every type, kind, nature, description or character whatsoever, and irrespective of how, why, or by what reason or facts now existing or hereafter arising, or which could, might, or may be claimed to exist, whether known or unknown, suspected or unsuspected, which in any way arise out of, are connected with, pertain or relate to, either directly or indirectly, the Property, including, without limitation, the physical, environmental, title, leasing, and financial condition of the Property and Property operations. The provisions of this Section 12.4 shall survive the Close of Escrow and shall not be deemed merged into the Deed upon its recordation.

### 13. **DEFAULT AND DAMAGES**

13.1 **DEFAULT BY BUYER.** BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT, IN THE EVENT THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A BUYER DEFAULT (ALL OF THE CONDITIONS TO BUYER'S OBLIGATIONS TO CLOSE HAVING BEEN SATISFIED OR WAIVED), SELLER WILL SUFFER DAMAGES IN AN AMOUNT WHICH WILL, DUE TO

THE SPECIAL NATURE OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE SPECIAL NATURE OF THE NEGOTIATIONS WHICH PRECEDED THIS AGREEMENT, BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN. IN ADDITION, BUYER WISHES TO HAVE A LIMITATION PLACED UPON THE POTENTIAL LIABILITY OF BUYER TO SELLER IN THE EVENT THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A BUYER DEFAULT, AND WISHES TO INDUCE SELLER TO WAIVE OTHER REMEDIES WHICH SELLER MAY HAVE IN THE EVENT OF A BUYER DEFAULT. BUYER AND SELLER, AFTER DUE NEGOTIATION, HEREBY ACKNOWLEDGE AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL SUSTAIN IN THE EVENT OF SUCH BUYER DEFAULT. BUYER AND SELLER HEREBY AGREE THAT SELLER MAY, IN THE EVENT THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A BUYER DEFAULT, TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO BUYER AND ESCROW HOLDER, CANCEL THE ESCROW AND RECEIVE OR RETAIN (IF SELLER ALREADY HOLDS THE DEPOSIT) THE DEPOSIT AS LIQUIDATED DAMAGES AND ESCROW HOLDER SHALL IMMEDIATELY DELIVER (UNLESS IT HAS ALREADY DONE SO) THE DEPOSIT TO SELLER. SUCH RETENTION OF THE DEPOSIT BY SELLER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE, OR ANY SIMILAR PROVISION.

NOTHING IN THIS SECTION 13.1 SHALL (A) PREVENT OR PRECLUDE ANY RECOVERY OF ATTORNEYS' FEES OR OTHER COSTS INCURRED BY SELLER PURSUANT TO SECTION 16.5 HEREOF OR (B) IMPAIR OR LIMIT THE EFFECTIVENESS OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS OF BUYER CONTAINED IN SECTIONS 4.2.1 AND 15 HEREOF. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 13.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Initial  
 Seller's Initials RR  
 Buyer's Initials MM

**13.2 Default by Seller.** If Seller defaults in its obligations to sell and convey the Property to Buyer pursuant to this Agreement, Buyer's sole and exclusive remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Buyer shall be entitled to the return of the Deposit, or (b) to bring a suit for specific performance provided that any suit for specific performance must be brought as to the Property within thirty (30) days of Seller's default, Buyer's waiving the right to bring suit at any later date to the extent permitted by law. This Agreement confers no present right, title or interest in the Property to Buyer and Buyer agrees not to file a lis pendens or other similar notice against the Real Property except in connection with, and after, the proper filing of a suit for specific performance.

#### **14. PERSONAL PROPERTY**

Within twenty (20) days following the Effective Date (the "**Personal Property Identification Period**"), representatives of Seller and Buyer shall meet and confer for purposes of identifying which items of Personal Property owned by Seller and located at the Real Property shall be conveyed to Buyer at the Close of Escrow. Prior to expiration of the Due Diligence Period, the parties shall prepare and attach hereto as Exhibit B a list of the items of Personal Property to be conveyed by Seller to Buyer (the "**List of Personal Property**"). The List of Personal Property shall also identify those items of personal property, equipment, supplies and fixtures that shall NOT be transferred to Buyer at the Close of Escrow ("**Excluded Items**"). Prior to the Close of Escrow, Seller shall be responsible for removing from the Real Property all of the Excluded Items. Any Excluded Items not timely removed from the Real Property by Seller (as well as any other items of personal property, equipment, supplies and/or fixtures remaining on the Real Property after the Close of Escrow) shall be deemed abandoned by Seller and shall become the property of Buyer.

15. **BROKER'S COMMISSIONS**

Except for CBRE, Inc. (Seller's broker) and Spectrum Commercial Real Estate, Inc. (Buyer's broker), neither party hereto has had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee, the party responsible for the contact or communication on which the broker or finder perfected such claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

16. **MISCELLANEOUS PROVISIONS**

16.1 **Notices**. All written notices or demands of any kind which either party hereto may be required or may desire to serve on the other in connection with this Agreement shall be deemed given (i) upon the hand delivery thereof during business hours provided a receipt is obtained, or (ii) upon the earlier of delivery or tender for delivery if sent by certified mail, return receipt requested, postage charges prepaid, or (iii) on the next business day following delivery to a recognized overnight delivery service such as Federal Express, freight charges prepaid, or (iv) on the day sent if sent by email on a business day before 5:00 p.m. (PST) and provided an original is received by the addressee by a nationally recognized overnight courier within one (1) business day of the e-mail, in each case addressed or delivered to the respective parties at their respective addresses set forth below:

Rebecca S. Rowe  
15626 Warm Springs Drive  
Santa Clarita, CA 91387  
Telephone No.: (661) 360-9133  
E-mail: rebeccas.rowe@gmail.com

and, if the party so to be served be Seller, addressed to Seller as follows:

Southern California Edison Company  
Corporate Real Estate  
8631 Rush Street (GO4 Ground Floor)  
Rosemead, CA 91770  
Attention: Jill Carlisle  
Telephone No.: (949)379-9928  
E-mail: Jill.Carlisle@sce.com

with a copy thereof to:

Southern California Edison Company  
2244 Walnut Grove Avenue, Third Floor  
Rosemead, CA 91770  
Attention: Claire Keane, Esq.  
Telephone No.: (626) 302-6654  
E-mail: Claire.Keane@sce.com

Either party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

## 16.2 **Assignment; Binding on Successors and Assigns.**

16.2.1 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns.

16.2.2 **Right to Assign.** Buyer shall have the right to assign its rights and obligations under this Agreement or to nominate another person or entity to whom title to the Property shall vest without the prior written consent of Seller. However, Buyer shall not be relieved of its obligations under this Agreement by such assignment or nomination until Close of Escrow. If Buyer's assignee or nominee has satisfied all of Buyer's obligations under this Agreement as of the Closing Date (including, without limitation, the payment of the Purchase Price to Seller, subject to permitted prorations and adjustments), and has signed a written assumption of all of Buyer's obligations under this Agreement, Buyer (but not the assignee) shall automatically be released from any further obligations or responsibilities under this Agreement upon Close of Escrow.

16.3 **Work Product.** Effective upon and in the event of a termination of this Agreement for any reason, Buyer shall assign and deliver to Seller (at no cost to Seller), and does hereby assign without the need for any further act or instrument (at no cost to Seller), all reports, plans, studies, documents, written information and the like which has been generated by Buyer in-house or by Buyer's third party consultants, whether prior to the Opening of Escrow or during the period of Escrow in connection with Buyer's proposed acquisition, development, use or sale of the Property (collectively, the "**Work Product**"). In such event, Buyer shall deliver the Work Product which has been assigned to Seller not later than five (5) business days after the date of the termination of this Agreement. The Work Product shall be fully paid for and shall not be subject to any lien, encumbrance or claim of any kind. Buyer shall also return all materials and information (including, without limitation, the Property Information) given to it by Seller or its consultants during Escrow, in the same condition as delivered to Buyer.

16.4 **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, on the Closing Date or thereafter any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require in order to consummate fully the transactions contemplated hereunder.

16.5 **Attorneys' Fees.** If any legal action or any arbitration or other proceeding is brought or if an attorney is retained for the enforcement of this Agreement or any portion thereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other reimbursement for the reasonable fees of attorneys and other costs (including court costs and witness fees) incurred by it, in addition to any other relief to which it may be entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

16.6 **Survival of Representations, Warranties and Agreements.** Unless otherwise expressly stated in this Agreement (a) each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Close of Escrow and the execution and delivery of the Deed only for a period of six (6) months immediately following the Closing Date, and (b) any claim based upon a misrepresentation or a breach of a warranty contained in this Agreement shall be actionable or enforceable if and only if notice of such claim is given to the party which allegedly made such misrepresentation or breached such covenant, obligation, warranty or agreement within six (6) months after the Closing Date; provided, however, in no event shall Seller's liability, if any, with respect to any breach of Seller's representations or warranties hereunder exceed \$100,000 in the aggregate. Notwithstanding anything stated to the contrary in this Agreement, the indemnification provisions of Sections 4.2.1 and 15 hereof and the provisions of Sections 4.3, 10.1, 10.2, 10.3, 10.4, 10.5, 11.2, 12.1, 12.2, 12.3, 12.4, 13.2, 16.3, 16.5, 16.17 and 16.20 hereof shall survive the termination of this Agreement or the Close of Escrow (as appropriate) without limitation, and shall not be merged with the recording of the Deed.

16.7 **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the parties intend for the literal words of this Agreement to govern and for all prior negotiations, drafts, and other extrinsic communications, whether oral or written, to have no significance or evidentiary effect. The parties further intend that neither this Agreement nor any of its provisions may be changed, amended, discharged, waived or otherwise modified orally except only by an instrument in writing duly executed by the party to be bound thereby. The parties hereto fully understand and acknowledge the importance of the foregoing sentence and are aware that the law may permit subsequent oral modification of a contract notwithstanding contract language which requires that any such modification be in writing; but Buyer and Seller fully and expressly intend that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to decide the question. Each party hereto acknowledges that this Agreement accurately reflect the agreements and understandings of the parties hereto with respect to the subject matter hereof and hereby waive any claim against the other party which such party may now have or may hereafter acquire to the effect that the actual agreements and understandings of the parties hereto with respect to the subject matter hereof may not be accurately set forth in this Agreement.

16.8 **Governing Law.** This Agreement shall be governed by the laws of the State of California.

16.9 **Counterparts.** This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16.10 **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. The use in this Agreement of the term "including" and related terms such as "include" shall in all cases mean "without limitation." All references to "days" in this Agreement shall be construed to mean calendar days unless otherwise expressly provided and all references to "business days" shall be construed to mean days on which national banks are open for business.

16.11 **Time of Essence.** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and failure to perform timely any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of, and non-curable (but waivable) default under this Agreement by the parties so failing to perform.

16.12 **Partial Validity; Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.13 **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

16.14 **Waiver of CC Section 1662.** Seller and Buyer each expressly waive the provisions of California Civil Code Section 1662 and hereby agree that the provisions of Section 5.3 hereof shall govern their obligations in the event of damage or destruction to the Real Property or condemnation of all or part of the Real Property.

16.15 **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Seller and Buyer and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Agreement and this Agreement shall not be construed against either party.

16.16 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in California, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. PST.

16.17 **Procedure for Indemnity.** The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any liability that it may have to any indemnitee other than under this indemnity. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

16.18 **Intentionally Omitted.**

16.19 **Waiver of Jury Trial.** To the extent permitted by applicable law, the parties hereby waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

16.20 **No Personal Liability.** Notwithstanding anything stated to the contrary herein, Seller's liability under this Agreement shall be limited to Seller's interest in the Property and neither Seller, Seller's constituent partners, Seller's asset manager, nor Seller's directors, employees, shareholders or agents shall have any personal liability hereunder.

16.21 **Joint and Several Liability.** If Buyer is composed of more than one individual or entity, all obligations and liabilities of Buyer under this Agreement shall be joint and several as to each of the individuals or entities who compose Buyer.

***[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]***

IN WITNESS WHEREOF, each party has electronically executed this Agreement on the date indicated below their respective signature.

“BUYER”

Rebecca S. Rowe,  
an individual

DocuSigned by:  
*Rebecca Rowe*  
2B23CD9E00854CE...  
Date: 9/24/2025

“SELLER”

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

Signed by:  
*Michael Marelli*  
AA67B9516C444C2...  
By: Michael Marelli  
Name: Michael Marelli  
Its: Vice President  
Date: 9/24/2025

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 AS TO PROVISIONS RELATING TO ESCROW  
HOLDER:

COMMONWEALTH LAND TITLE COMPANY,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LIST OF EXHIBITS

|                  |                                    |
|------------------|------------------------------------|
| <u>EXHIBIT A</u> | — Description of Real Property     |
| <u>EXHIBIT B</u> | — Description of Personal Property |
| <u>EXHIBIT C</u> | — Form of Deed                     |
| <u>EXHIBIT D</u> | — Form of Bill of Sale             |
| <u>EXHIBIT E</u> | — Form of FIRPTA Affidavit         |

**EXHIBIT A**

Description of Real Property

Lot 1 of Tract 43774, in the County of Los Angeles, State of California, as per map recorded in Book 1092, Pages 90 to 94, inclusive of Maps, in the office of the County Recorder of said County.

Except all rights to minerals, oil, gas, tars, hydrocarbon and metalliferous substances of every kind, together with the right to drill or mine for the same, without, however, the right of surface entry and without the right to drill or mine through the surface or the upper 500 feet of the subsurface of said land as reserved by Newhall Land and Farming Company, a Delaware corporation, in deed recorded October 30, 1981 as Instrument No. 81-1070160.

And also except therefrom all rights to subsurface waters, including but not limited to, the right to take, use and develop for use any and all water that may now exist or may hereafter exist under said land, without, however, the right to drill, explore and operate through the surface or upper fifty feet (50') of the surface of the land, in deed recorded September 5, 1985 as Instrument No. 85-1029663.

**EXHIBIT B**

Description of Personal Property

*[To Be Prepared / Inserted]*

**EXHIBIT C**

Form of Deed

(Attached)

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

[ .....]

MAIL TAX STATEMENTS TO:

[ .....]

(Space Above Line For Recorder's Use Only)

Location: \_\_\_\_\_  
A.P.N. \_\_\_\_\_  
SCE Doc No. \_\_\_\_\_  
RP File No.: \_\_\_\_\_  
Project: \_\_\_\_\_

|   |  |
|---|--|
| DOCUMENTARY TRANSFER TAX: _____   | Serial No. _____<br>Service Order No. _____                      |
| _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED<br>_____ OR COMPUTED ON FULL VALUE LESS LIENS AND<br>ENCUMBRANCES REMAINING AT TIME OF SALE<br>SO. CALIF. EDISON CO.<br>SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | Approved<br>REAL PROPERTIES<br>DEPARTMENT<br>BY _____ DATE _____ |

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (hereinafter “Grantor”), hereby grants, sells and conveys unto [\*Insert Name of Grantee\*], a [\*Insert Entity Information for Grantee\*] (hereinafter “Grantee”), the lots, tracts, or parcels of land or real property lying, being, and situated in the City of Santa Clarita, County of Los Angeles, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements thereon and fixtures affixed thereto and all privileges, easements, tenements and appurtenances thereon or in any way appertaining to such real property (collectively, the “Property”).

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO: (a) all liens, encumbrances, easements, covenants, conditions, and restrictions of record; (b) all matters that would be revealed or disclosed in an accurate survey of the Property; (c) a lien not yet delinquent for taxes, and any general or special assessments against the Property; and (d) zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy, or enjoyment of the Property.

TO HAVE AND TO HOLD the Property with all rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the said Grantee and unto Grantee's heirs, successors, and assigns forever.

BY ACCEPTING THIS DEED (AS EVIDENCED BY THE RECORDING OF THIS DEED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA), GRANTEE ACKNOWLEDGES AND AGREES TO ALL OF THE FOLLOWING:

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS DEED IS MADE AND IS DELIVERED WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY GRANTOR. AS A MATERIAL PART OF THE CONSIDERATION

FOR THIS DEED, GRANTEE AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH GRANTOR HEREBY DISCLAIMS. GRANTEE ACKNOWLEDGES THAT NO WARRANTY OR REPRESENTATION IS MADE BY GRANTOR AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. GRANTEE ACKNOWLEDGES THAT IN ACQUIRING THE PROPERTY, GRANTEE IS RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT GRANTEE IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON GRANTOR'S BEHALF CONCERNING THE PROPERTY. ADDITIONALLY, GRANTEE AND GRANTOR HEREBY AGREE THAT (A) GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, (B) GRANTEE IS SOLELY RELYING UPON ITS EXAMINATION OF THE PROPERTY, AND (C) GRANTEE TAKES THE PROPERTY UNDER THIS DEED UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED).

2. WITH RESPECT TO THE FOLLOWING, GRANTOR SHALL NOT HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND AND GRANTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND:

- (i) THE CONTENT OR ACCURACY OF ANY REPORT, STUDY, OPINION OR CONCLUSION OF ANY SOILS, TOXIC, ENVIRONMENTAL OR OTHER ENGINEER OR OTHER PERSON OR ENTITY WHO HAS EXAMINED THE PROPERTY OR ANY ASPECT THEREOF;
- (ii) THE CONTENT OR ACCURACY OF ANY OF ITEMS DELIVERED TO GRANTEE IN CONNECTION WITH GRANTEE'S REVIEW OF THE CONDITION OF THE PROPERTY; OR
- (iii) THE CONTENT OR ACCURACY OF ANY PROJECTION, FINANCIAL OR MARKETING ANALYSIS OR OTHER INFORMATION GIVEN TO GRANTEE BY GRANTOR OR REVIEWED BY GRANTEE WITH RESPECT TO THE PROPERTY.

3. THE PROPERTY MAY CONTAIN ASBESTOS AND GRANTEE MAY BE REQUIRED TO REMEDIATE ANY ASBESTOS CONDITION IN ACCORDANCE WITH APPLICABLE LAW.

4. GRANTEE IS A SOPHISTICATED REAL ESTATE INVESTOR AND IS, FAMILIAR WITH THE PROPERTY AND ITS SUITABILITY FOR GRANTEE'S INTENDED USE.

5. GRANTEE HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY AND THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY AS GRANTEE DEEMS APPROPRIATE. ACCORDINGLY, GRANTEE HEREBY EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND REMEDIES GRANTEE MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHAREHOLDERS, OFFICERS AND/OR DIRECTORS, WHETHER KNOWN OR UNKNOWN, WHICH MAY ARISE FROM OR BE RELATED TO (A) THE PHYSICAL CONDITION, QUALITY, QUANTITY AND STATE OF REPAIR OF THE PROPERTY AND THE PRIOR MANAGEMENT AND OPERATION OF THE PROPERTY, (B) THE PROPERTY'S COMPLIANCE OR LACK OF COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, AND (C) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE

OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR WITH RESPECT TO ANY PAST, PRESENT OR FUTURE VIOLATION OF ANY RULES, REGULATIONS OR LAWS, NOW OR HEREAFTER ENACTED, REGULATING OR GOVERNING THE USE, HANDLING, STORAGE OR DISPOSAL OF HAZARDOUS MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL RIGHTS AND REMEDIES GRANTEE MAY NOW OR HEREAFTER HAVE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND THE TOXIC SUBSTANCE CONTROL ACT, ALL AS AMENDED, AND ANY SIMILAR STATE, LOCAL OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION, AND (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE REAL PROPERTIES UNDER SECTION 107 OF CERCLA (42 U.S.C.A. §9607). AS USED HEREIN, THE TERM "HAZARDOUS MATERIAL(S)" INCLUDES, WITHOUT LIMITATION, ANY HAZARDOUS OR TOXIC MATERIALS, SUBSTANCES OR WASTES, SUCH AS (1) ANY MATERIALS, SUBSTANCES OR WASTES WHICH ARE TOXIC, IGNITABLE, CORROSIVE OR REACTIVE AND WHICH ARE REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, OR ANY AGENCY OF THE UNITED STATES GOVERNMENT, (2) ANY OTHER MATERIAL, SUBSTANCE, OR WASTE WHICH IS DEFINED OR REGULATED AS A HAZARDOUS MATERIAL, EXTREMELY HAZARDOUS MATERIAL, HAZARDOUS WASTE OR TOXIC SUBSTANCE PURSUANT TO ANY LAWS, RULES, REGULATIONS OR ORDERS OF THE UNITED STATES GOVERNMENT, OR ANY LOCAL GOVERNMENTAL BODY, (3) ASBESTOS, (4) PETROLEUM AND PETROLEUM BASED PRODUCTS, (5) FORMALDEHYDE, (6) POLYCHLORINATED BIPHENYLS (PCBS), (7) FREON AND OTHER CHLOROFUOROCARBONS AND (8) PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING OR ARISING FROM, OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF, THE PROPERTY.

THE ACKNOWLEDGMENTS, WAIVERS, RELEASES AND AGREEMENTS BY GRANTEE SET FORTH IN PARAGRAPHS 1 THROUGH 5, INCLUSIVE, ABOVE SHALL BE ACKNOWLEDGMENTS, WAIVERS, RELEASES, AGREEMENTS AND COVENANTS RUNNING WITH THE LAND FOR THE BENEFIT OF GRANTOR, SHALL BE BINDING UPON GRANTEE'S SUCCESSORS AND ASSIGNS AND ALL FUTURE OWNERS OF ANY PART OF THE PROPERTY FOR THE BENEFIT OF GRANTOR, SHALL SURVIVE THE DELIVERY AND THE RECORDATION OF THIS DEED AND ANY FUTURE DEEDS OF THE PROPERTY FOR THE BENEFIT OF GRANTOR AND SHALL NOT BE DEEMED MERGED INTO SUCH DEEDS UPON THEIR DELIVERY, ACCEPTANCE AND RECORDATION SO THAT EACH FUTURE OWNER OF THE PROPERTY SHALL BE DEEMED TO HAVE MADE ALL SUCH ACKNOWLEDGMENTS, WAIVERS, RELEASES, AGREEMENTS AND COVENANTS FOR THE BENEFIT OF GRANTOR CONCURRENTLY WITH SUCH FUTURE OWNER'S TAKING TITLE TO THE PROPERTY.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of [\*Insert Date\*].

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 \_\_\_\_\_ ) ss.  
)

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, 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

**EXHIBIT A**

Legal Description of the Property

Lot 1 of Tract 43774, in the County of Los Angeles, State of California, as per map recorded in Book 1092, Pages 90 to 94, inclusive of Maps, in the office of the County Recorder of said County.

Except all rights to minerals, oil, gas, tars, hydrocarbon and metalliferous substances of every kind, together with the right to drill or mine for the same, without, however, the right of surface entry and without the right to drill or mine through the surface or the upper 500 feet of the subsurface of said land as reserved by Newhall Land and Farming Company, a Delaware corporation, in deed recorded October 30, 1981 as Instrument No. 81-1070160.

And also except therefrom all rights to subsurface waters, including but not limited to, the right to take, use and develop for use any and all water that may now exist or may hereafter exist under said land, without, however, the right to drill, explore and operate through the surface or upper fifty feet (50') of the surface of the land, in deed recorded September 5, 1985 as Instrument No. 85-1029663.

**EXHIBIT D**

Form of Bill of Sale

(Attached)

## **BILL OF SALE**

This Bill of Sale is executed and delivered as of the [\*Insert Date\*] (the "Closing Date") pursuant to that certain Purchase and Sale Agreement and Escrow Instructions ("**Agreement**") dated [\*Insert Date of Purchase and Sale Agreement\*], by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("**Seller**"), and Rebecca S. Rowe, an individual ("**Rowe**" or "**Purchaser**"), covering the real property described in Exhibit A attached hereto ("**Property**"). [IF APPLICABLE, ADD: "(INSERT NAME) ("**Purchaser**") is the assignee of all of Rowe's rights, interests and obligations under the Agreement."]

1. **Sale of Personalty**. For good and valuable consideration, Seller hereby sells, transfers, sets over and conveys to Purchaser the following (the "**Personal Property**"):

(a) **Tangible Personalty**. All of Seller's right, title and interest, if any, in and to all the furniture, fixtures, equipment, and other tangible personal property listed on Exhibit B attached hereto or otherwise located in or on the Property to the extent owned by Seller; and

(b) **Intangible Personalty**. All the right, title and interest of Seller, if any, in and to assignable licenses and permits relating to the operation of the Property, assignable guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property, and the right to use the name of the Property (if any).

2. **Authority**. Seller hereby covenants that it has the right, power and authority and has been duly authorized by all necessary corporate action to convey its title and ownership interest in the Personal Property as provided herein.

3. **Disclaimer of Warranties**. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, (A) SELLER HAS NOT MADE AND SHALL NOT BE DEEMED (BY REASON OF THE EXECUTION OF ANY BILL OF SALE OR OTHER INSTRUMENT REFERENCED HEREIN) TO HAVE MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE TITLE OR THE CONDITION OR STATE OF REPAIR OF ANY OR ALL OF THE PERSONAL PROPERTY, THEIR VALUE, COMPLETENESS, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR USES OR PURPOSES; AND (B) BUYER ACCEPTS THE PERSONAL PROPERTY ON AN "AS IS – WHERE IS, WITH ALL FAULTS" BASIS. THE PROVISIONS OF THIS SECTION 3 HAVE BEEN NEGOTIATED AT ARMS-LENGTH AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND DISCLAIMER OF ANY AND ALL WARRANTIES OR REPRESENTATIONS BY SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERSONAL PROPERTY, EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS SELLER HAS MADE IN WRITING TO BUYER IN THIS BILL OF SALE.

4. **Further Assurances; Post-Transfer Deliveries**. At any reasonable time and from time to time hereafter, Seller will, upon the reasonable request of Buyer, do, execute, acknowledge, and deliver or cause to be done, delivered, executed or acknowledged, all such further and reasonable documents which are required to complete the assignment, transfer, grant and conveyance of Seller's title and ownership interest in the Personal Property to Buyer.

5. **Counterparts**. This Bill of Sale may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if all parties had signed the same signature page.

6. **Attorneys' Fees**. In any action between the parties to enforce any of the terms or provisions of this Bill of Sale, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, and its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees (including on appeal).

7. Entire Agreement. This Bill of Sale contains the entire understanding between the parties relating to the subject matter hereof. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Bill of Sale. This Bill of Sale may only be modified in writing executed by both Purchaser and Seller.

8. Miscellaneous. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successor-in-interest and assigns. If any term or provision of this Bill of Sale shall be held invalid or unenforceable, the remainder of this Bill of Sale shall not be affected. This Bill of Sale shall be construed in accordance with and governed by the laws of the State of California. Nothing in this Assignment shall impair, limit or lessen any of the rights of the parties with respect to the provisions of the Agreement which were intended to survive the Closing Date. Nothing in this Assignment, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their respective successors and assigns, any rights or remedies.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

**“PURCHASER”**

[\*Insert Name of Purchaser\*],  
a [\*Insert Entity Information for Purchaser\*]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**“SELLER”**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1 of Tract 43774, in the County of Los Angeles, State of California, as per map recorded in Book 1092, Pages 90 to 94, inclusive of Maps, in the office of the County Recorder of said County.

Except all rights to minerals, oil, gas, tars, hydrocarbon and metalliferous substances of every kind, together with the right to drill or mine for the same, without, however, the right of surface entry and without the right to drill or mine through the surface or the upper 500 feet of the subsurface of said land as reserved by Newhall Land and Farming Company, a Delaware corporation, in deed recorded October 30, 1981 as Instrument No. 81-1070160.

And also except therefrom all rights to subsurface waters, including but not limited to, the right to take, use and develop for use any and all water that may now exist or may hereafter exist under said land, without, however, the right to drill, explore and operate through the surface or upper fifty feet (50') of the surface of the land, in deed recorded September 5, 1985 as Instrument No. 85-1029663.

**EXHIBIT B**

**DESCRIPTION OF TANGIBLE PROPERTY**

*[TO BE PREPARED / INSERTED]*

**EXHIBIT E**

Form of FIRPTA Affidavit

(Attached)

Section 1445 of the Internal Revenue Code of 1986 (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform \_\_\_\_\_, a \_\_\_\_\_ ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of Southern California Edison Company, a California corporation ("**Transferor**"):

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate(as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 95-1240335; and
4. Transferor's office address is: 2244 Walnut Grove Avenue  
P.O. Box 800  
Rosemead, California 91770

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_

Southern California Edison Company,  
a California corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Its: \_\_\_\_\_

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Custom Envelope Field: 28460 Ave Stanford - Purchase & Sale Agreement

Source Envelope:

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Envelope Originator:

Certificate Pages: 5

Initials: 4

Jill Carlisle

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Rosemead, CA 91770

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Michael Marelli

MIKE.MARELLI@SCE.COM

Vice President

Vice President, Operational Services

Security Level: Email, Account Authentication  
(None)

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*Michael Marelli*  
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Rebecca Rowe

rebeccas.rowe@gmail.com

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(None)

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### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Southern California Edison Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise Southern California Edison Company of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Southern California Edison Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

## **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

**Appendix B**

**Purchase Agreement Amendment**

**AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**  
(28460 Avenue Stanford – Santa Clarita)

This Amendment to Purchase and Sale Agreement and Escrow Instructions (“**Amendment**”) is made and effective as of November 17, 2025 (“**Effective Date**”) by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“**Seller**”), and REBECCA S. ROWE, an individual (“**Buyer**”). Seller and Buyer are sometimes hereafter referred to individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

A. Seller and Buyer are parties to that certain *Purchase and Sale Agreement and Escrow Instructions* effective as of September 24, 2025 (“**Original Agreement**”) pertaining to that certain parcel of improved real property commonly known as 28460 Avenue Stanford in the City of Santa Clarita, County of Los Angeles, State of California, and further identified as Assessor Parcel No. 2866-013-800.

B. Seller and Buyer desire to acknowledge, modify and amend certain matters and terms under the Original Agreement, all subject to and in accordance with the terms and provisions contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer acknowledge, agree and amend the Original Agreement as follows:

1. Recitals; Defined Terms; Controlling Provisions; Headings. The above recitals are incorporated herein by this reference, and all initial capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Original Agreement. In the event of a conflict between the provisions of this Amendment and the Original Agreement, the provisions of this Amendment shall govern and control in all circumstances. The headings used in this Amendment are for convenience only and shall not affect the construction or interpretation of this Amendment.

2. Buyer’s Acceptance of Property; Waiver of Contingencies. Buyer acknowledges that Buyer has conducted all inspections, investigations and analyses deemed necessary or appropriate with respect to the Property and is satisfied with all aspects of the Property, including, without limitation, the condition and suitability of the Property for Buyer’s intended use. Accordingly, Buyer (i) accepts the Property in its current condition (“as is”), (ii) irrevocably waives any and all objections, rights, or contingencies relating to the Property and the condition thereof (including the suitability or fitness of the Property for Buyer’s intended use) and (iii) acknowledges that Buyer is obligated to acquire the Property in accordance with the terms of the Original Agreement, as amended hereby.

3. Modification of Purchase Price. In consideration of Buyer's acceptance of the Property in its current condition and waiver of all objections, rights and contingencies regarding the Property, and provided that Buyer acquires the Property from Seller and timely satisfies all other obligations ascribed for Buyer in the Original Agreement, Seller agrees that the Purchase Price may be reduced by an amount equal to Forty Thousand Seven Hundred Fifty and No/100 Dollars (\$40,750.00). Accordingly, and subject to the foregoing, Section 3.1 of the Original Agreement is hereby deleted in its entirety and the following is inserted in place thereof:

“3.1 **Purchase Price.** The purchase price for the Property shall be Seven Million Two Hundred Nine Thousand Two Hundred Fifty and No/100 Dollars (\$7,209,250.00) (the “**Purchase Price**”).

4. Maintenance Obligations. In clarification of Seller's obligations under Section 5.1 of the Original Agreement, Seller shall maintain the Real Property, including the HVAC system, in proper operating condition and shall perform all maintenance thereon in accordance with Seller's customary maintenance schedules and standards.

5. Ratification. Except as expressly modified by this Amendment, the Original Agreement shall remain unmodified and continue in full force and effect.

6. Counterparts/Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. A copy of this Amendment executed and delivered by electronic mail in “.pdf” format or any electronic signature complying with the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) and the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)) will be deemed to have the same legal effect as delivery of an original signed copy of this Amendment and shall be admissible into evidence as an original hereof to prove the contents hereof.

7. Entire Agreement. This Amendment constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, discussions, terms sheets, understandings and agreements, whether oral or written, between the Parties with respect to such subject matter (other than the Agreement itself, as expressly amended hereby).

***[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]***

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date first above written.

**“Seller”**

SOUTHERN CALIFORNIA EDISON  
COMPANY,  
a California corporation

By:                       
Name:                       
Title:                     

Signed by:  
*Michael Marelli*  
AA67B9516C444C2... Michael Marelli

11/17/2025

**“Buyer”**

DocuSigned by:  
*Rebecca Rowe*  
2B23CD9E00854CE...  
REBECCA S. ROWE,  
an individual

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Jill Carlisle

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Jill.Carlisle@sce.com

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rebeccas.rowe@gmail.com

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(None)

## Signature

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Signature Adoption: Pre-selected Style

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Signed: 11/16/2025 5:15:48 PM

## Electronic Record and Signature Disclosure:

Accepted: 11/16/2025 5:15:21 PM

ID: 10c09ceb-27e0-4b40-95d6-9919a82db3f2

Michael Marelli

MIKE.MARELLI@SCE.COM

Vice President

Vice President, Operational Services

Security Level: Email, Account Authentication  
(None)

Signed by:  
*Michael Marelli*  
AA67B9516C444C2...

Signature Adoption: Pre-selected Style

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### **Withdrawing your consent**

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### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Southern California Edison Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Southern California Edison Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

**Appendix C**  
**Sale Calculations**

**Appendix C**  
**Southern California Edison**  
**Sale of North Coast Building to REBECCA S. ROWE**  
**Gain/(Loss) on Sale and Decrease in Rate Base Calculations**  
(Dollars)

**1 SALES PROCEEDS**

|                           |                  |
|---------------------------|------------------|
| Sales proceeds            | 7,209,250        |
| Less: Broker Commission   | (360,463)        |
| Less: Other selling costs | (530,000)        |
| Net Sale Proceeds         | <u>6,318,788</u> |

**2 NET BOOK VALUE**

|                                  | Historical Plant | Depreciation | Net Book Value |
|----------------------------------|------------------|--------------|----------------|
| Common Facility Utility Property | 11,087,448       | 2,714,545    | 8,372,903      |

|                                  | Depreciable<br>Property | Land      | Net Book Value |
|----------------------------------|-------------------------|-----------|----------------|
| Common Facility Utility Property | 6,889,832               | 1,483,070 | 8,372,903      |

|  | Sales Proceeds | Net Book Value | Pre-Tax Gain/<br>(Loss) |
|--|----------------|----------------|-------------------------|
| 3 <b>GROSS GAIN / (LOSS) ON SALE</b><br>Common Facility Utility Property | 6,318,788      | 8,372,903      | <u>(2,054,115)</u>      |

|  | Federal   | State     | Total Tax<br>Expense or<br>(Benefit) |
|--|-----------|-----------|--------------------------------------|
| 4 <b>INCOME TAX EXPENSE</b><br>Current Tax Expense/(Benefit) | (301,007) | (135,149) | (436,156)                            |
| Deferred Taxes   | (130,357) | -         | (130,357)                            |
| Total Tax Liability/(Benefit)                                |           |           | <u>(566,513)</u>                     |

**5 RATE BASE CHANGES**

|                                 |                  |
|---------------------------------|------------------|
| Historical Plant (reduce plant) | 11,087,448       |
| Less: Depreciation Reserve      | (2,714,545)      |
| Less: Deferred Taxes            | (130,357)        |
| Decrease in Rate Base           | <u>8,242,545</u> |

**6 AFTER-TAX GAIN/(LOSS) ON SALE**

|                |                    |
|----------------|--------------------|
| Pre-Tax Loss   | (2,054,115)        |
| Tax Benefit    | 566,513            |
| After-Tax Loss | <u>(1,487,602)</u> |

|                                   | Depreciable<br>Property | Land      |             |
|-----------------------------------|-------------------------|-----------|-------------|
| Customer Allocation               | 100%                    | 67%       |             |
| Shareholder Allocation            |                         | 33%       |             |
| Customer After-Tax Gain / Loss    | (1,225,578)             | (175,556) | (1,401,134) |
| Shareholder After-Tax Gain / Loss |                         | (86,468)  |             |

**7 Tax Gross-Up / Revenue Requirement**

|                     |                  |
|---------------------|------------------|
| After Tax Loss      | 1,401,134        |
| Gross Up Factor     | 1.38857          |
| Revenue Requirement | <u>1,945,576</u> |

**Appendix D**  
**NAHC Letter**

**From:** Richard Fujikawa  
**Sent:** Thursday, November 2, 2023 7:28 AM  
**To:** nahc@nahc.ca.gov  
**Subject:** Tribal Land Transfer Policy - North Coast Office Building  
**Attachments:** TaxMap\_2866013800.pdf; NorthCoast NAHC\_Contact\_Form.doc; map1 Santa Clarita.pdf

Hello,

Southern California Edison (Edison) is considering selling a building and parcel of land in the Santa Clarita area (see attached maps). In accordance to the California Public Utilities Commission's (CPUC) Tribal Lands Transfer Policy (TLTP), Edison is requesting the Native American Heritage Commission (NAHC) to advise if cultural resources exists and provide a listing of qualifying tribes in this area.

Thank you,  
Richard.

Richard M. Fujikawa  
**Southern California Edison**  
**Transmission & Distribution | Acquisition**  
2 Innovation Way | PIV 2, 2<sup>nd</sup> Floor | Pomona, CA 91768  
**Mobile. 714.657.6950**  
Filming Program Website: [SCE Filming](#)

MAPPING AND GIS  
SERVICES  
SCALE 1" = 300'ALL AREAS ON THIS PAGE ARE NET  
EXCEPT THOSE TABBED

## Native American Contacts List Request

### Native American Heritage Commission

1550 Harbor Blvd, Suite 100

West Sacramento, CA 95691

916-373-3710

916-373-5471 – Fax

[nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov)

**Project:** North Coast Office Building 28460 Avenue Stanford, Valencia, CA 91355 \_\_\_\_\_

**County:** Los Angeles \_\_\_\_\_

**USGS Quadrangle Name:** Newhall \_\_\_\_\_

**Township:** \_\_\_\_\_ **Range:** \_\_\_\_\_ **Section(s):** \_\_\_\_\_

**Company/Firm/Agency:** Southern California Edison \_\_\_\_\_

**Street Address:** 2 Innovation Way 2nd Floor

**City:** Pomona \_\_\_\_\_ **Zip:** 91768 \_\_\_\_\_

**Phone:** 714.657.6950 \_\_\_\_\_

**Fax:** \_\_\_\_\_

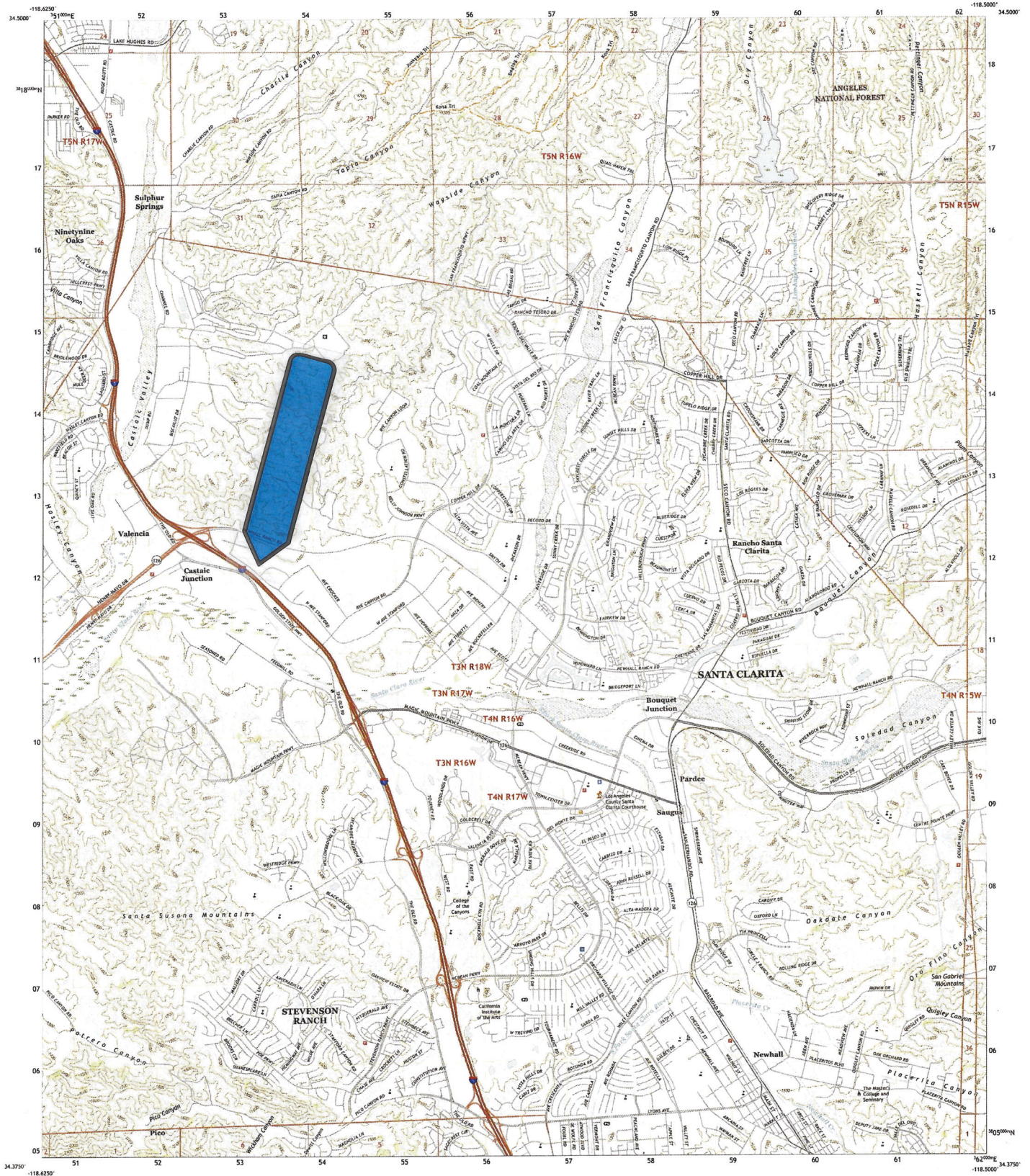
**Email:** Richard.Fujikawa@sce.com \_\_\_\_\_

**Project Description:**

**Sell land and building**

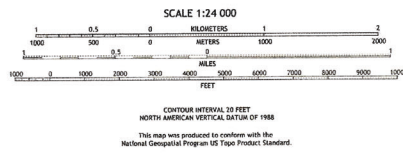






Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84), Projection and  
1 000 meter grid/Universal Transverse Mercator, Zone 11S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery: U.S. Coast Survey, 2016, 2018  
Roads within US Forest Service Lands: USFS Topo Data  
with National Forest Service updates, Not Available  
Names: National Hydrography Dataset, 2001 - 2019  
Contours: National Elevation Dataset, 2011 - 2019  
Boundaries: Multiple sources, see metadata file 2017 - 2021  
Public Land Survey System: BLM, 2000  
Vegetation: FWS, National Wetlands Inventory, 1976, 2000



**ROAD CLASSIFICATION**

Expressway: Red line with double yellow center  
Secondary Hwy: Red line with single yellow center  
Ramp: Red line with blue arrows  
US Route: Red line with shield  
FS Primary Route: Red line with square  
FS Passenger Route: Red line with circle  
FS High Clearance Route: Red line with triangle

Local Connector: Thin red line  
Local Road: Thin red line  
400: Red line with '400' label  
State Route: Red line with circle  
Clearance Route: Red line with 'X'

Check with local Forest Service unit  
for current travel conditions and restrictions.

NEWHALL, CA  
2022

**Appendix E**

**Initial Letter to Tribes**



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Cultural Resource Committee  
Barbareño/Ventureño Band of Mission Indians

[REDACTED]  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Barbareño/Ventureño Band of Mission Indians' ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by January 12, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

This notice does not constitute a formal offer of sale but rather solely serves as a notification of SCE's intent to dispose of the Property and of the Tribe's right of first offer. SCE reserves the right to withdraw this notice at any time. In addition, any resulting agreement for the sale of the Property will be conditioned upon obtaining approval from the CPUC. SCE makes no guarantees

regarding the CPUC's timing and whether the CPUC would approve and/or condition such a transaction.

In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact Richard Fujikawa, Senior Specialist, Real Estate & Facilities, Southern California Edison Company, 2 Innovation Way, PIV 2, 2<sup>nd</sup> Floor, Pomona, CA 91768. Richard can also be reached by e-mail at [richard.fujikawa@sce.com](mailto:richard.fujikawa@sce.com) or by phone at (714) 657-6950. We request that any written communication be sent by mail and by e-mail to ensure receipt.

If you have any questions regarding this notice, please feel free to contact me at (949) 379-9928 or by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com).

Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

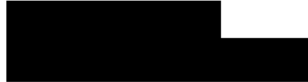
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Julio Quair, Chairperson  
Chumash Council of Bakersfield



**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Chumash Council of Bakersfield's ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by January 12, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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regarding the CPUC's timing and whether the CPUC would approve and/or condition such a transaction.

In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact Richard Fujikawa, Senior Specialist, Real Estate & Facilities, Southern California Edison Company, 2 Innovation Way, PIV 2, 2<sup>nd</sup> Floor, Pomona, CA 91768. Richard can also be reached by e-mail at [richard.fujikawa@sce.com](mailto:richard.fujikawa@sce.com) or by phone at (714) 657-6950. We request that any written communication be sent by mail and by e-mail to ensure receipt.

If you have any questions regarding this notice, please feel free to contact me at (949) 379-9928 or by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com).

Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Gabe Frausto, Chairman  
Coastal Band of the Chumash Nation

[REDACTED]  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Coastal Band of the Chumash Nation's ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

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Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Sarah Brunzell, CRM Manager  
Fernandeño Tataviam Band of Mission Indians  
[REDACTED]  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting the Fernandeño Tataviam Band of Mission Indians’ ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive “right of first offer” on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by January 12, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe’s interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Violet Walker, Chairperson  
Northern Chumash Tribal Council

[REDACTED]  
[REDACTED]

Re: **Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting the Northern Chumash ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

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Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Donna Yocum, Chairperson  
San Fernando Band of Mission Indians

[REDACTED]  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the San Fernando Band of Mission Indians' ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

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If you have any questions regarding this notice, please feel free to contact me at (949) 379-9928 or by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com).

Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



December 13, 2023

Sent via Certified Mail; Return Receipt Requested

Sam Cohen, Government & Legal Affairs Director  
Santa Ynez Band of Chumash Indians

[REDACTED]  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition - Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Santa Ynez Band of Chumash Indians' ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by January 12, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

This notice does not constitute a formal offer of sale but rather solely serves as a notification of SCE's intent to dispose of the Property and of the Tribe's right of first offer. SCE reserves the right to withdraw this notice at any time. In addition, any resulting agreement for the sale of the Property will be conditioned upon obtaining approval from the CPUC. SCE makes no guarantees

regarding the CPUC's timing and whether the CPUC would approve and/or condition such a transaction.

In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact Richard Fujikawa, Senior Specialist, Real Estate & Facilities, Southern California Edison Company, 2 Innovation Way, PIV 2, 2<sup>nd</sup> Floor, Pomona, CA 91768. Richard can also be reached by e-mail at [richard.fujikawa@sce.com](mailto:richard.fujikawa@sce.com) or by phone at (714) 657-6950. We request that any written communication be sent by mail and by e-mail to ensure receipt.

If you have any questions regarding this notice, please feel free to contact me at (949) 379-9928 or by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com).

Sincerely,

*Jill Carlisle*

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)  
Kelsie Shroll, Elders' Council Administrative Assistant  
Wendy Teeter, Cultural Resources Archaeologist  
Nakia Zavalla, Tribal Historic Preservation Officer

**Appendix F**

**Follow Up Letters to Tribes**



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Cultural Resource Committee  
Barbareño/Ventureño Band of Mission Indians



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Barbareño/Ventureño Band of Mission Indians' ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by February 15, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact Richard Fujikawa, Senior Specialist, Real Estate & Facilities, Southern California Edison Company, 2 Innovation Way, PIV 2, 2<sup>nd</sup> Floor, Pomona, CA 91768. Richard can also be reached by e-mail at [richard.fujikawa@sce.com](mailto:richard.fujikawa@sce.com) or by phone at (714) 657-6950. We request that any written communication be sent by mail and by e-mail to ensure receipt.

If you have any questions regarding this notice, please feel free to contact me at (949) 379-9928 or by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com).

Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Julio Quair, Chairperson  
Chumash Council of Bakersfield  
729 Texas Street  
Bakersfield, CA, 93307

**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Chumash Council of Bakersfield's ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by February 15, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Gabe Frausto, Chairman  
Coastal Band of the Chumash Nation



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Coastal Band of the Chumash Nation's ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by February 15, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Sarah Brunzell, CRM Manager  
Fernandeño Tataviam Band of Mission Indians



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Fernandeño Tataviam Band of Mission Indians' ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by February 15, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Violet Walker, Chairperson  
Northern Chumash Tribal Council



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Northern Chumash Tribal Council's ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Donna Yocum, Chairperson  
San Fernando Band of Mission Indians



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the San Fernando Band of Mission Indians' ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is located at 28460 Avenue Stanford, Valencia, CA 91355, and is approximately 2 acres. The two-story office building was built in 1986 and is approximately 44,628 square feet.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive "right of first offer" on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe's interest within thirty (30) days (by February 15, 2024). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe's interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



January 16, 2024

Sent via Certified Mail; Return Receipt Requested

Sam Cohen, Government & Legal Affairs Director  
Santa Ynez Band of Chumash Indians



**Re: Second Notice of Proposed Real Property Disposition  
Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Policy, Southern California Edison Company ("SCE") is providing a second notice of its intent to sell an office building and underlying property located in the City of Valencia in Los Angeles County, California (collectively referred to as the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting the Santa Ynez Band of Chumash Indians' ancestral territory. SCE wishes to notify the Tribe of its right of first offer on the sale of the Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

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Sincerely,

Jill Carlisle

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)  
Kelsie Shroll, Elders' Council Administrative Assistant  
Wendy Teeter, Cultural Resources Archaeologist  
Nakia Zavalla, Tribal Historic Preservation Officer

## **Appendix G**

### **Second Round of Initial Letters to Tribes**



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Cultural Resource Committee  
Barbareño/Ventureño Band of Mission Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

SCE is selling its interest in the Property because SCE has consolidated its business operations and no longer requires the use of the building’s office space. SCE previously sent you notices of the proposed sale of the Property in early 2024 before putting the sale on hold and is now re-starting the sale process.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive “right of first offer” on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe’s interest within thirty (30) days (by April 25, 2025). SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe’s interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.



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Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact me at Southern California Edison Company, GO1 Quad 1A, 2244 Walnut Grove Avenue, Rosemead, CA 91770. I can also be reached by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com) or by phone at (949)379-9928. SCE requests that any written communication be sent by mail and by e-mail to ensure receipt.

Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

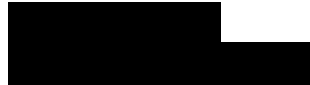
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Julio Quair, Chairperson  
Chumash Council of Bakersfield



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

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Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact me at Southern California Edison Company, GO1 Quad 1A, 2244 Walnut Grove Avenue, Rosemead, CA 91770. I can also be reached by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com) or by phone at (949)379-9928. SCE requests that any written communication be sent by mail and by e-mail to ensure receipt.

Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Gabe Frausto, Chairman  
Coastal Band of the Chumash Nation



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

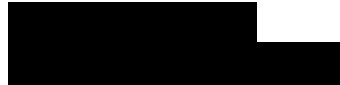
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Sarah Brunzell, CRM Manager  
Fernandeno Tataviam Band of Mission Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Violet Walker, Chairperson  
Northern Chumash Tribal Council



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

San Fernando Band of Mission Indians  
Donna Yocum, Chairperson  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Crystal Mendoza, Elders' Council Administrative Assistant  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Transfer Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe's ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of SCE's Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

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***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Sam Cohen, Government & Legal Affairs Director  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Wendy Teeter, Cultural Resources Archaeologist  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 17, 2025

Nakia Zavalla, Tribal Historic Preservation Officer  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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***Jill Carlisle***

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)

## **Appendix H**

### **Corrected Second Round of Initial Letters to Tribes**



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Cultural Resource Committee  
Barbareño/Ventureño Band of Mission Indians



Re: **Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive “right of first offer” on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe’s interest within **thirty (30) days (by May 27, 2025)**. SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe’s interest in the Property. Following receipt of a statement of interest,

SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

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Southern California Edison Company

Enclosure

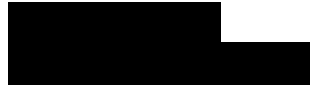
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Julio Quair, Chairperson  
Chumash Council of Bakersfield



Re: **Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. The purpose of this letter is to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)

Corporate Real Estate  
2244 Walnut Grove Avenue  
Rosemead, CA 91770

Office: 949-379-9928

Email: [Jill.Carlisle@sce.com](mailto:Jill.Carlisle@sce.com)



April 25, 2025

Gabe Frausto, Chairman  
Coastal Band of the Chumash Nation



Re: **Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

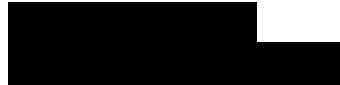
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Sarah Brunzell, CRM Manager  
Fernandeno Tataviam Band of Mission Indians



Re: **Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Violet Walker, Chairperson  
Northern Chumash Tribal Council



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Southern California Edison Company

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cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

San Fernando Band of Mission Indians  
Donna Yocum, Chairperson  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Crystal Mendoza, Elders' Council Administrative Assistant  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

April 25, 2025

Sam Cohen, Government & Legal Affairs Director  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Southern California Edison Company

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Aaron Thomas, Tribal Liaison, SCE (by e-mail)



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April 25, 2025

Wendy Teeter, Cultural Resources Archaeologist  
Santa Ynez Band of Chumash Indians  
[REDACTED]

**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



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April 25, 2025

Nakia Zavalla, Tribal Historic Preservation Officer  
Santa Ynez Band of Chumash Indians



**Re: Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)

## **Appendix I**

### **Follow Up Letters to Tribes**



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Cultural Resource Committee  
Barbareño/Ventureño Band of Mission Indians



Re: **Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. As I mentioned in the first notice I sent you on April April 25, 2025, SCE wishes to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

SCE is selling its interest in the Property because SCE has consolidated its business operations and no longer requires the use of the building’s office space.

In accordance with the Tribal Land Transfer Policy, the Tribe has a time-sensitive “right of first offer” on the sale of the Property. If the Tribe is interested in acquiring the Property, the Tribe must notify SCE, in writing, of the Tribe’s interest within **thirty (30) days (by June 27, 2025)**. SCE is available for consultation with the Tribe, in accordance with California Government Code Section 64352.4, regarding the Tribe’s interest in the Property. Following receipt of a statement of interest, SCE will meet and confer with the Tribe over the ensuing sixty (60) day period to determine if a mutually agreeable sale may be negotiated.

This notice does not constitute a formal offer of sale but rather solely serves as a notification of SCE's intent to dispose of the Property and of the Tribe's right of first offer. SCE reserves the right to withdraw this notice at any time. In addition, any resulting agreement for the sale of the Property will be conditioned upon obtaining approval from the CPUC. SCE makes no guarantees regarding the CPUC's timing and whether the CPUC would approve and/or condition such a transaction.

In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact me at Southern California Edison Company, GO1 Quad 1A, 2244 Walnut Grove Avenue, Rosemead, CA 91770. I can also be reached by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com) or by phone at (949)379-9928. SCE requests that any written communication be sent by mail and by e-mail to ensure receipt.

Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

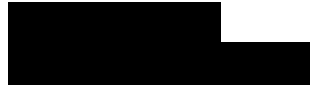
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Julio Quair, Chairperson  
Chumash Council of Bakersfield



Re: **Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. As I mentioned in the first notice I sent you on April 25, 2025, SCE wishes to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)

Corporate Real Estate  
2244 Walnut Grove Avenue  
Rosemead, CA 91770

Office: 949-379-9928

Email: [Jill.Carlisle@sce.com](mailto:Jill.Carlisle@sce.com)



May 28, 2025

Gabe Frausto, Chairman  
Coastal Band of the Chumash Nation



Re: **Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

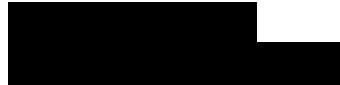
cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Sarah Brunzell, CRM Manager  
Fernandeno Tataviam Band of Mission Indians



**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

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The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

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***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Violet Walker, Chairperson  
Northern Chumash Tribal Council



**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission (“CPUC”) Resolution No. E-5076 and the CPUC’s Tribal Land Transfer Policy, Southern California Edison Company (“SCE”) is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the “Property”). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe’s ancestral territory. As I mentioned in the first notice I sent you on April 25, 2025, SCE wishes to notify the Tribe of its right of first offer on the sale of SCE’s Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

SCE is selling its interest in the Property because SCE has consolidated its business operations and no longer requires the use of the building’s office space.

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Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Donna Yocum, Chairperson  
San Fernando Band of Mission Indians



**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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The Property is approximately two acres and is improved with a two-story office building of approximately 44,628 square feet. An information sheet with more details about the Property is enclosed.

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***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Crystal Mendoza, Elders' Council Administrative Assistant  
Santa Ynez Band of Chumash Indians  
[REDACTED]

**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

Dear Tribal Leader:

In accordance with California Public Utilities Commission ("CPUC") Resolution No. E-5076 and the CPUC's Tribal Land Transfer Policy, Southern California Edison Company ("SCE") is notifying you of its intent to sell its property located at 28460 Avenue Stanford in the Valencia section of the City of Santa Clarita in Los Angeles County, California (the "Property"). The California Native American Heritage Commission has identified the Property as within or abutting your Tribe's ancestral territory. As I mentioned in the first notice I sent you on April 25, 2025, SCE wishes to notify the Tribe of its right of first offer on the sale of SCE's Property and to request that the Tribe contact SCE if it has an interest in purchasing the Property.

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Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Sam Cohen, Government & Legal Affairs Director  
Santa Ynez Band of Chumash Indians



**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



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May 28, 2025

Wendy Teeter, Cultural Resources Archaeologist  
Santa Ynez Band of Chumash Indians  
[REDACTED]

**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)



Sent via Certified Mail; Return Receipt Requested

May 28, 2025

Nakia Zavalla, Tribal Historic Preservation Officer  
Santa Ynez Band of Chumash Indians  
[REDACTED]

**Re: Second Notice of Proposed Real Property Disposition Right of First Offer**  
28460 Avenue Stanford, Valencia, CA 91355

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This notice does not constitute a formal offer of sale but rather solely serves as a notification of SCE's intent to dispose of the Property and of the Tribe's right of first offer. SCE reserves the right to withdraw this notice at any time. In addition, any resulting agreement for the sale of the Property will be conditioned upon obtaining approval from the CPUC. SCE makes no guarantees regarding the CPUC's timing and whether the CPUC would approve and/or condition such a transaction.

In addition, SCE welcomes comments or information the Tribe would like to share regarding any cultural resources that may exist on the Property. The Tribe's input is valuable to the CPUC as it reviews any future disposition of the Property.

Should the Tribe have questions about the Property or wish to make a statement of interest in the Property, please contact me at Southern California Edison Company, GO1 Quad 1A, 2244 Walnut Grove Avenue, Rosemead, CA 91770. I can also be reached by e-mail at [jill.carlisle@sce.com](mailto:jill.carlisle@sce.com) or by phone at (949)379-9928. SCE requests that any written communication be sent by mail and by e-mail to ensure receipt.

Sincerely,

***Jill Carlisle***

Jill Carlisle  
Corporate Real Estate, Strategic Planning  
Southern California Edison Company

Enclosure

cc: Amy Olson, Tribal Liaison, SCE (by e-mail)  
Aaron Thomas, Tribal Liaison, SCE (by e-mail)

**Appendix J**

**SCE's Balance Sheet and Statement of Income**

SOUTHERN CALIFORNIA EDISON COMPANY

**(h) A balance sheet as of the latest available date, together with an income statement covering the period from close of last year for which an annual report has been filed with the Commission to the date of the balance sheet attached to the application.**

STATEMENT OF INCOME  
NINE MONTHS ENDED SEPTEMBER 30, 2025

(In millions)

|  |                        |
|--|------------------------|
| OPERATING REVENUE                            | <u>\$ 14,074</u>       |
| OPERATING EXPENSES:                          |                        |
| Purchase pov A1                              | 3,905                  |
| Operation and maintenance                    | 3,668                  |
| Wildfire-related claims, net (recoveries)    | (1,060)                |
| Wildfire insurance fund expense              | 108                    |
| Depreciation and amortization                | 2,427                  |
| Property and other taxes                     | 492                    |
| Asset impairment                             | <u>96</u>              |
| Total operating expenses                     | <u>9,636</u>           |
| OPERATING INCOME                             | 4,438                  |
| Interest expense                             | (1,044)                |
| Other income, net                            | <u>347</u>             |
| INCOME BEFORE TAXES                          | 3,741                  |
| Income tax expense                           | <u>705</u>             |
| NET INCOME                                   | 3,036                  |
| Less: Preference stock dividend requirements | <u>101</u>             |
| NET INCOME AVAILABLE FOR COMMON STOCK        | <u><u>\$ 2,935</u></u> |

SOUTHERN CALIFORNIA EDISON COMPANY

BALANCE SHEET  
SEPTEMBER 30, 2025  
ASSETS  
(in millions)

UTILITY PLANT:

|   |               |
|---|---------------|
| Utility plant, at original cost                               | \$ 70,265     |
| Less- accumulated provision for depreciation and amortization | 14,923        |
|   | <u>55,342</u> |
| Construction work in progress                                 | 6,117         |
| Nuclear fuel - at amortized cost                              | 129           |
|   | <u>61,588</u> |

OTHER PROPERTY AND INVESTMENTS:

|  |              |
|--|--------------|
| Nonutility property - less accumulated depreciation of \$107 | 191          |
| Nuclear decommissioning trusts                               | 4,475        |
| Other investments  | 61           |
|  | <u>4,727</u> |

CURRENT ASSETS:

|  |              |
|--|--------------|
| Cash and equivalents   | 305          |
| Receivables, less allowances of \$321 for uncollectible accounts | 2,281        |
| Accrued unbilled revenue   | 1,156        |
| Inventory  | 524          |
| Prepaid expenses   | 115          |
| Regulatory assets  | 2,703        |
| Wildfire insurance fund contributions                            | 138          |
| Other current assets   | 433          |
|  | <u>7,655</u> |

DEFERRED CHARGES:

|  |                  |
|--|------------------|
| Receivables, less allowance of \$41 for uncollectible accounts | 50               |
| Regulatory assets (Includes \$1,476 related to VIEs)           | 10,686           |
| Wildfire insurance fund contributions                          | 1,774            |
| Operating lease right-of-use assets                            | 1,174            |
| Long-term insurance receivables                                | 93               |
| Long-term insurance receivables due from affiliate             | 226              |
| Other long-term assets   | 2,344            |
|  | <u>16,347</u>    |
|  | <u>\$ 90,317</u> |

SOUTHERN CALIFORNIA EDISON COMPANY

BALANCE SHEET  
SEPTEMBER 30, 2025  
CAPITALIZATION AND LIABILITIES  
(in millions)

CAPITALIZATION:

|   |               |
|---|---------------|
| Common stock                                      | 2,168         |
| Additional paid-in capital                        | 8,949         |
| Accumulated other comprehensive loss              | (8)           |
| Retained earnings                                 | 9,532         |
| Common shareholder's equity                       | <u>20,641</u> |
| Long-term debt (Includes \$1,444 related to VIEs) | 29,666        |
| Preferred stock                                   | <u>2,220</u>  |
| Total capitalization                              | <u>52,527</u> |

CURRENT LIABILITIES:

|  |              |
|--|--------------|
| Short-term debt                                | 1,219        |
| Current portion of long-term debt              | 1,899        |
| Accounts payable                               | 2,350        |
| Wildfire-related claims                        | 98           |
| Accrued interest                               | 365          |
| Regulatory liabilities                         | 1,109        |
| Current portion of operating lease liabilities | 118          |
| Other current liabilities                      | <u>2,095</u> |
|  | <u>9,253</u> |

DEFERRED CREDITS:

|  |               |
|--|---------------|
| Deferred income taxes and credits                      | 10,023        |
| Pensions and benefits                                  | 86            |
| Asset retirement obligations                           | 2,540         |
| Regulatory liabilities                                 | 10,736        |
| Operating lease liabilities                            | 1,056         |
| Wildfire-related claims                                | 456           |
| Other deferred credits and other long-term liabilities | <u>3,640</u>  |
|  | <u>28,537</u> |

\$ 90,317