

JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT, OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THIS BILL OF SALE AND SALES AGREEMENT, OR THE PROPERTY, TO THE EXTENT SUCH CLAIMS ARE CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE, OR OTHER FAULT OF ANY NATURE, OF SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS PROVISION IS EXPRESSLY LIMITED IN SCOPE BY, AND IS MADE SUBJECT TO, APPLICABLE LAW. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO REQUIRE SELLER TO FUND ANY POTENTIAL INDEMNITY OBLIGATION BY PRIOR APPROPRIATION OR ESTABLISHMENT OF A SINKING FUND.

b. BUYER AGREES TO AND WILL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS SELLER, ITS PARENT CORPORATION, ITS AFFILIATES, AND ALL OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATED OR RELATED FIRMS OR ENTITIES, EMPLOYEES, SERVANTS, AND AGENTS OF EACH (COLLECTIVELY, "SELLER GROUP") FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THIS BILL OF SALE AND SALES AGREEMENT, OR THE PROPERTY, TO THE EXTENT SUCH CLAIMS ARE CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE, OR OTHER FAULT OF ANY NATURE, OF BUYER.

TO HAVE AND TO HOLD unto the said Buyer, its successors and assigns forever, to warrant and defend the title to the Property against every person whomsoever lawfully claiming the Property or any part of it by, through or under Sellers, but not otherwise.

Sellers further agree to execute and deliver at Buyer's cost and expense any and all further conveyances, assignments, bills of sale, certificates, instruments of transfer, or other documents that may be reasonably necessary or appropriate fully to effectuate the terms of this Bill of Sale and Sales Agreement, and to vest in Buyer, its heirs, representatives, successors, and assigns, title to the Property.

IN WITNESS WHEREOF, this Bill of Sale and Sales Agreement is executed on the ____ day of _____, 2015.

ONCOR ELECTRIC DELIVERY
COMPANY, LLC

By: _____
(name printed)

Title: _____

CITY OF BRYAN, TEXAS

By: _____
(name printed)

Title: _____

CITY OF DENTON, TEXAS

By: _____
(name printed)

Title: _____

CITY OF GARLAND, TEXAS

By: _____
(name printed)

Title: _____

CITY OF GREENVILLE, TEXAS

By: _____
(name printed)

Title: _____