KNOW ALI, MEN BY THESE PRESENTS:
The LOUP RIVER PUBLIC POWER DJSTRJCT, a public corporation and political subdivision of the State of Nebraska, pursuant to an Agreement of Lease-Purchase executed on November 6, 1968, between the parties, and in consideration of the sum of one Dollar ( $\$ 1.00$ ) and other valuable consideration, received by the Assignor, does hereby sell, assign, transfer and set over to the Assignee, NEBRASKA PUBLIC POWER DISTRICT, a public corporation and politi-cal subdivision of the State of Nebraska, all of its right, title and interest in and to the following described contracts, agreements, easements and miscellaneous agreements subject to dil of the terms and conditions contained therein; provided that in any case where an item identified cannot be assigned without consent approval or agreement of a third party, this Assignment shail not become effective unjess and until such necessary approval, consent or agreement is obtained and where an item identified covers facilities both inside and outside the Four-County Area of Dlatte, Boone, Nance and Colfax, only the part covering facilities ouiside of said Four-County Area is assigned except the $230-\mathrm{Kv}$ facilities inside the four county area of Platte, Boone, Nance and colfax:

1. Rural contracts. The following described Requirements Power Contracts, each dated January, 1,7957 , with the 26 named rural public power districts together with all amendments and supplements thereto:
```
Burt County
Butler county
Cedar Knox
Cuming County
Custer County
Dawson County
Eastern Nebraska (Now OPPD)
Elkhorn
Franklin County
Howard Greeley
KBR
Loup Vailley
McCook Public Power
```

provided, however, that any and all rights, ciaims, actions or demands with respect to any of the above described contracts for service prior to January l, 1969 , shall remain the property of, the LOUP RIVER PUBLIC POWER DISTRICT and is not hereby assigned.
2. Municipal contracts. The following described Requirements Power Contracts with the named muni Cipalities together with Supplements and amendments thereto:

MUNICIPAIIITIES
Bertrand
Cozad
Holdrege
Lexington
Ioomis
Minden
North Platte
Gothenburg

ORIGINAI, CONTRACT

| September | 1, 1959 |
| :---: | :---: |
| September | 1,1959 |
| September | 1, 1959 |
| September | 1, 1959 |
| Septembor | 1, 1959 |
| September | 1, 1959 |
| September | ]. 1959 |
| September | ]. 1959 |

SUPPIEENENTINO. I

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May 6, 1963
June 12, 1963
June 12, 1963
June 12, 1963
June 12, 1963
June 12, 1963
May 7, 1953
June 1.2, 1963
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3. Other Power Sale Contracts: The following described power sale contracts together with all amendments and supplements thereto:

Power Sale Contract with the City of Lincoln, Nebraska, dated Nay $1,1956$.

Agreement for Sale of Firm Power and Energy to Consumers Public Power District, dated Septem-. ber 15, 1959.
4. Interchange Power Contracts. The following described Interchange Power Contracts together with all amendments and supplements thereto:

Interchange Agreement with Consumers Public Power District executed September 15,1959 , modified and supplemented July 11, 1968.

With City of Grand Island executed November 1, 1959.

With Cicy of Hastings, executed Jamuary 1,
1960.

With City of Wahoo, executed Februaxy 10,
1965.

With City of Fairbury, executed August 29 , 2963.

With Omaha public Power District, executed $=$ April 1, 1950 and amencled July 12, 1968.

- 5. Power Purchase Contractis. The following described power purchase contracts together with all amendments and supplements thereto:

With U. S. Bureau of Reclamation - Contract 14-06-700-124, dated May 28, 1954, as amended and supplemented.

With Basin Electric Power Co-op, executed September 1, 1965.

With Central Nebraska Public Power and
Irrigation District for purchase of Power and
Energy from the Canady Plant, dated May $18,1957$.
Separation Agreement with Central Nebraska
Public Power and Irrigation District, dated
April 1,1949 , as amended an'd supplemented.
6. Miscellaneous Contracts, and Agreements. The following described contracts and agreements to which the Loup River Public Power District is a party:

Steam Plant Joint Operating Agreement with
Central Nebraska Public Power and Irrigation District, dated January 24, 1947.

Operating Agreement, dated May 1, 1940, as
amended and supplemented (excluding the Separation
Agreement and Steam Plant Joint Operating Agreement.)
Agreement for Use of High-Voltage Transmission
Facilities with Consumers Public Power District, dated
September 15, 1959, as supplemented July 11, 1968.
Maintenance Agreement with Consumers Public Power District, dated July 11, 1968.

Agreement for Lease of Properties with Consumers Public Power District, dated in March, 1946.

Master Substation Agrecment with Consumers Puolic Power District, dated December 1, 1953.

Lease-Purchase Agreement (relating to the Fort Randall transmission facilities) with the Ne?raska Electric Generation and Transmission Co-op., Inc., dated December 20. 1960
7. Easements. All of Loup River Public Power District's easements for the erection, operation, maintenance, repair, and replacement ofeelectric transmission lines, facilities and proparties as described on Attachment $A$, which is made a part hereof by reference, except all portions of said easements located within the four counties of Platte, Boone, Nance and Colfax, which Loup River Public Power District reserves and retains. It being the intention of Loup River Public. Power District to assign to Nebraska Public Power District any and all of Loup's easements within the state of Nebraska, together with any and all rights of ingress and egress necessary" for the use or enjoyment of said easements and all rights and privileges incident thereto, except those easements located in the above described four counties.
8. Miscellaneous. In addition to the above, Loup River Public Power District assigns to Nebraska Public Power District all permits and crossing agreements with railroads, utilities and others outside of the four county area of Platte, Boone, Nance and Colfax, all wheeling and carrier agreements and equipment rental agreements outside of said four county area, all joint use pole agreements outside of said four county area and all other contracts or agreements to which Loup River Public Power District is a party and which relate to the operation and maintenance of the properties lease-sold to Nebraska Public Power District.
9. Additional Assignments. Loup River Public Power District agrees to execute and deliver such additional documents of assignment as may be, from time to time, found necessary or desirable to implement the provisions of the Agreement of LeasePurchase with respect to the properties lease-sold to Nebraska Public Power District.
10. Miscellaneous. The above assignments of contracts and agreements shall not constitute a merger with respect to existing contracts which Nebraska Public Power District has with the Nebraska Public Power System (NPPS). All obligations of Nebraska Public Power District with respect to the contracts and agreements assigned shall be limited to the resources, revenue, income, receipts and profits of NPPS or derived from the operation of NPPS.

IN WITNESS WHEREOF, Loup River Public Power District has caused this instrument to be executed by the proper officers of said District as of January $1,1969$.

(SEAL)
STATE OF NEBRASKA )
COUNTY OF PLATTE :
ss

On this 9 th day of December, 1970, before me, a Notary Public in and for said county and state, personally came the above-named CLARENCE J. WITTLER, President, and O. N. ALLEN, Secretary, of the Loup River Public Power District, a public corporation and political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above and acknowledge the execution of said instrument to be their voluntary act and deed and the voluntary act arid deed of said corporation.

WITNESS my hand and notarial seal on the date last above. written.


My Cominsion Expires $\qquad$ $5-4-74$

ESCROT AGREEMENT
(Loup - NPPS Properties)

This Agreement is made as of the $\mathrm{r}^{5}$ day of April, 1969, by and between consumers Public Power District, a public corporation arrd political. subdivision of the state of Nebraska, hereinafier called "Consumers" the Loup River public Power Districí, a public corporation and political subdivision of the state of Nebraska, hereinafter called "Loup", and the American National Bank and Trust Company of Chicago, hereinafter called the "Escrow Holder.".

Consumers and Loup have entered into an Agreement of Lease-Purchase dated November 6, 1968 , as amended and supplemented, which provides for loup to deposit certain documents in escrow with the Escrow Holder. Said Agreement became effective on Jaruary 1 , 1969.

NOW THEREEORE, IT IS AGREED:
-1. The Escrov Holcer acknowledges receipt from Loup of bills of sale, deeas, and assignments of coniracts, agieements and easements. all periainincs to properties lease-sold to consumers pursuant to the terms of said dgreement of Lease-purchase, as ariended and supplemented. At a later date or dates during ihe term of inis escrow, adaitional documents may be deposited by Loup as a part of this escrov. By mutual agreement, Consumers and Loup may at. any time withdraw or substitute properties or agreeraents from the escror in the event of sales, exdianges, revisions or arnendments thereto. mhe documentis thus deposited nereriith and hereafier are collectively referred to as "Loup Documerts."
2. The Escrow Holder shall hold the Loup Documents uniil such time as Loup shall certify to the Escroy Folder in writing that all of its bonds issued under the Loup indenture have been retired, and that consumers has corpleted alp of the terms of the said fogreement of Lease-Purchase, as amended and sipplemented, or that all Loup bonds have been retired under the Agreemert for Sale of Property dated April ll, 1967, as amended. Upon recaipe of such Loup certificate, the Escrow Holcer is authorized and directed to daliver the Loup Docuraenis to Consumers.
, 3. In the event that the Escrow folder before or afer close of the escrow receives or vecomes aware of ary confilicting demands or clains with respect to this escrow or the rights of any o affected hereby, it-shall have the rigite to discontinue any or all. further acts on its part until such conflict is resolved to its satisfaction, and it shall have the further right to commence $0=$ defond any action or proceedings for the detemmination of such confinct. consurners and Loup jointiy and severnziy agree to ciay all costs, damages, judements and expenses, inclucing raasonable attorncys' fees, suffered or incuraed by the Escrow Holder in connection with, or arising out of this, escrow, incluaincr, but:
without limiting the generality of the foregoing, a suit in. interpleader brought by the Escrow folder. In the event the Escrow Holder files a suit in interpleader, it shall ipo factor be fully. released; and discharged from all obligations further to perform any and all duties or obligations imposed upon it in this escrow.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
forest


मापே


CONSUMERS PUBLIC POWER DISTRICT
(Seal)
ATTEST:

(Seal)
LOUP RIVER PUBLIC POWER DISTRICT


| PRACT NO． | $\begin{aligned} & \text { TL. NO. } 1151 \\ & \text { DOUGLAS } \begin{array}{l} \text { GRANTOR } \\ \text { COUNTY } \end{array} . \end{aligned}$ | DESCRIPTION | INSTRUMENT | EASEMENT DATE | RECORDED |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 142 | Homer Waterman |  | Easement | 7－28－37 | $8-2-37$ <br> Book 126，Mis Page 199 |
| 143 | Lillie D，Waterman |  | Easement | 7－28－37 | $8-2-37$ <br> Book 125，Mis <br> Page 1387 |
| 144 | Margrethe Larsen | E考SE考 1－16－9E | Easemert | 7－27－37 | $\begin{aligned} & 8-2-37 \\ & \text { Book 125, Mis } \\ & \text { Page 139 } \end{aligned}$ |
| 145 | Jesse D．Whitmore | What SH去 6－16－10E | Easement | 10－11－37 | $\begin{aligned} & \text { 10-13-37 } \\ & \text { Book } 127 \text {, Mis } \\ & \text { Page } 277 \end{aligned}$ |
| 146 | Henry D．Kirchman | Et ${ }_{2}$ SH $\frac{3}{4} 6-16-10 \mathrm{E}$ | Easement | 8－17－37 | $8-23-37$ <br> Book 126，Mis <br> Page 274 |
| 147 | Guy R．Tinkham | NW交 7－16－10E | Easement | 8－14－37 | $\begin{aligned} & 8-17-37 \\ & \text { Book 126, Mis } \\ & \text { Page 251 } \end{aligned}$ |
| 148 | J．E．Fate et al | W圭 $\operatorname{NW}$ | Easement | 7－28－37 | $\begin{aligned} & 8-9-37 \\ & \text { Book 126, Mis } \\ & \text { Page 219 } \end{aligned}$ |
| 149 | John Zies Jr． |  $7-16-10 \mathrm{E}$ | Easement | 7－28－37 | $8-2-37$ <br> Book 126，Mis <br> Page 201 |
| $150$ | William Powers | W等SH考 8－16－10E | Easement | 7－27－37 | $8-2-37$ <br> Book 124，Mis Page 639 |
| $\begin{aligned} & \text { Q } \\ & \text { 岂 } \\ & \text { 品 } \end{aligned}$ | Joseph C．Batten of al | NH每 $\mathrm{NH}^{\frac{1}{4}}$ 17－16－10E | Easement | 8－4－37 | 8-9-37 <br> Book 126，Mis Page 220 |
| $\begin{aligned} & \text { 딴 } 151 \mathrm{~A} \\ & \text { 등 } \end{aligned}$ | Kattie Aeis | NE乭 NW考 17－16－108 | Easement | 8－4－37 | $8-9-37$ <br> Book 126，Mi <br> Page 221 |



| TRACT NO． | GRANTOR | DESCRIPTION | INSTRUMENT | EASEMENT DATE | RECORDED |
| :---: | :---: | :---: | :---: | :---: | :---: |
| DOUGLAS COUNTY |  |  |  |  |  |
| 1 | Stella Leithoff | S $\frac{7}{2}$ NW $\frac{1}{4}$ 17－16N－10E | Easement | 12－16－38 | $\begin{aligned} & \text { 12-19-38 } \\ & \text { Book 134, Mis } \\ & \text { Page 114 } \end{aligned}$ |
| 2 | Katie Zies Stiefel | SW奀NE雱 17－16N－10E | Easement | 12－16－38 | $\begin{aligned} & \text { 12-19-38 } \\ & \text { Book 134, Mis } \\ & \text { Page 116 } \end{aligned}$ |
| 3 | S．C．\＆Ida Cowles | Et ${ }_{2}$ NE考 $17-16 \mathrm{~N}-10 \mathrm{E}$ | Easement | 12－16－38 | $\begin{aligned} & \text { 12-19-38 } \\ & \text { Book 134, Mis } \\ & \text { Page 115 } \end{aligned}$ |
| 4 | Alvin R．Evans | Pt．Wh NW考 16－16N－10E | Easement | 1－9－39 | $\begin{aligned} & 2-2-39 \\ & \text { Book } 133 \text {, Mis } \\ & \text { Page } 398 \end{aligned}$ |
| 5 | Ray Hollingsworth et a1 | S $\frac{13}{2} \mathrm{SE}_{2}^{\frac{1}{4}} \mathrm{NW} \frac{1}{4} \& \mathrm{~S}_{\frac{7}{2}} \mathrm{~S}_{\frac{1}{2}}^{2}$ NE雰 16－16N－10E | Easement | 2－15－39 | $\begin{aligned} & 3-4-39 \\ & \text { Book 133, Mis } \\ & \text { Page } 521 \end{aligned}$ |
| 6 | Prudential Ins，Co，of Am． | S $\frac{1}{2}$ NW ${ }^{\frac{1}{4}}$ 15－16N－10E． | Condemnation |  |  |
| 7 | Clifford E．Miller et al | NE $\frac{1}{4}$ 15－16N－10E | Condemnation |  |  |
| 8 | Clifford E．Miller et al |  | Condemation |  |  |
| 9 | Adele W．Blackwell et al | Pt．NE在 14－16N－10E | Condemnation |  |  |
| 10 | Margaret \＆Frank Fraser | SWW $\frac{1}{4}$ NW $\frac{1}{4}$ 13－16N－10E | Easement | 3－11－39 | $\begin{aligned} & \text { 3-17-39 } \\ & \text { Book 134, Mis } \\ & \text { Page } 476 \end{aligned}$ |
| $\begin{aligned} & 05 \\ & \text { 25 } \\ & \hline \end{aligned}$ | Anastasia Nownes et al | SE考 NWW考 13－15N－10E | Easement | 1－25－39 | $3-13-39$ <br> Book 134，Mis Page 464 |
| $2$ | John Cooper | S $\frac{1}{2}$ NE $\frac{1}{4}$ 13－16N－10E | Easement | 11－23－40 | $\begin{aligned} & \text { 12-17-40 } \\ & \text { Book 151, Mis } \\ & \text { Page } 363 \end{aligned}$ |
| 용 | George Ostler | S $\frac{1}{2} \mathrm{NW} \frac{1}{4}$ 18－16N－11E | Easement | 3－17－39 | $\begin{aligned} & 3-20-39 \\ & \text { Book 133, Mis } \\ & \text { Page } 589 \end{aligned}$ |





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TRACT NO.
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Clifford Miller，et al
Clifford Miller，et al
Clifford Miller et al
Leroy \＆Irene Gans

William \＆Lena Blum
Emma \＆Chris Kuehl
George A．Rohwer
John \＆Margaretha Lamprecht
et al

Henry \＆Emma Rohwer

Nell Langdon

Henry Gosch

INSTRUMENT
Easement
$\mathrm{N}_{\frac{1}{2}} \mathrm{NW}_{\frac{1}{4}} \mathrm{SE}_{\frac{1}{4}}^{4} \& \mathrm{Pt}$ ． $\mathrm{N}_{\frac{1}{2}}^{2} \mathrm{NE}_{\frac{1}{4}}$ SE $\frac{1}{4} 20 \& \mathrm{~S}_{\frac{1}{2}}^{\frac{1}{2}} \mathrm{NE}_{\frac{1}{4}} \mathrm{SE}_{\frac{1}{4}}^{4} \& \mathrm{~N}_{\frac{1}{2}} \mathrm{~S}_{\frac{1}{2}}^{2}$ NWH SE $\frac{1}{4}$ 20－15N－12E \＆

 20－15N－12E

Condemnation

SW专 NE $\frac{1}{4}$ 20－15N－12E．
Easement
3－8－39
$\mathrm{E}_{\frac{1}{2}} \mathrm{NE}_{\frac{1}{4}}^{2} 29-15 \mathrm{~N}-12 \mathrm{E}$－
Easement
3－14－39
3－20－39
Book．133，Mis
Page 589
3－17－39
Book 134，Mis
Page 474

29－15－12E
Condemation
SW年 $\mathrm{SE}_{\frac{1}{4}}^{2} \& \mathrm{~S}_{\frac{1}{2}}$ NH $\frac{1}{4}$ SE $\frac{3}{4}$ 29－15N－12E

Easement

$$
3-14-39
$$

3－17－39
Book 134，Mis Page 475

3－6－39
Book 134，Mis
Page 446
3－13－39
Book 133，Mis Page 556


|  | GRANTOR | DESCRIPTION | INSTRUMENT | EASEMENT DATE | RECORDED |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $65$ | Janet \＆Edward Aycrigg | $\mathrm{N}_{\frac{1}{2}} \mathrm{SE} \frac{1}{4} 10-14 \mathrm{~N}-12 \mathrm{E}$ ． | Relase of Easement | 4－10－68 |  |
| 67 | Louise \＆Joseph Vomacka | SE发 SE考 10－14N－12E | Easement | 3－14－39 | $\begin{aligned} & 3-17-39 \\ & \text { Book 133, Mis } \\ & \text { Page } 573 \end{aligned}$ |
| 67 | Fairview Heights Inc． | Pt．SE $\frac{1}{4}$ SE $\frac{1}{4}$ 10－14－12E | Easement | 2－16－62 | $\begin{aligned} & 4-18-62 \\ & \text { Book } 379 \text {, Mis } \\ & \text { Page } 213 \end{aligned}$ |
| 68 | Arthur Larson | SW考 SW | Easement | 3－14－39 | $\begin{aligned} & 3-17-39 \\ & \text { Book } 135 \text {, Mis } \\ & \text { Page } 86 \end{aligned}$ |



TRACT NO．
76－E


GRANTOR
Annie \＆Charles Obert

DOUGLAS COUNTY

Prairie Hills Corporation

August B．018on ．SE立29－15N－12E

Henry \＆Barbara Gosch

Madeline \＆Eugene Jacobson

W支 $\mathrm{NE}_{\frac{1}{4}}^{\frac{1}{4}} 32-15 \mathrm{~N}-12 \mathrm{E}$
$\mathrm{SW}_{\frac{1}{4}} \mathrm{SE}_{\frac{1}{4}}^{\frac{1}{4}} \& \mathrm{~S}_{\frac{1}{2}}^{\frac{1}{2}} \mathrm{~S}_{2}^{\frac{1}{2}} \mathrm{NW} \frac{1}{4}$
SE玄29－15N－12E

Lots 95，96，97，98，99

INSTRUMENT
EASEMENT DATE：

Easement 1－26－59

Easement

Easement
$135 \& 136 \&$ lots 243
Blair 2nd add．

Pt．$S_{2}^{\frac{1}{2} S E \frac{1}{4}} 20-15 \mathrm{~N}-12 \mathrm{E}, \begin{gathered}\text { Revision of } \\ \text { Easement }\end{gathered} \quad 3-13-59$

RECORDED
12－23－43
Book 181，Mis
Page 556

