

ASSIGNMENTS OF CONTRACTS, AGREEMENTS, EASEMENTS,
JOINT USE POLE AGREEMENTS,
RAILROAD CROSSING AGREEMENTS,
MISCELLANEOUS AGREEMENTS AND RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

The LOUP RIVER PUBLIC POWER DISTRICT, 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 political 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 all 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 shall not become effective unless 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 Platte, Boone, Nance and Colfax, only the part covering facilities outside of said Four-County Area is assigned except the 230-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, 1957, with the 26 named rural public power districts together with all amendments and supplements thereto:

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|-----------------------------|---------------------|
| Burt County | Norris Public Power |
| Butler County | Niorara Valley |
| Cedar Knox | Northeast Nebraska |
| Cuming County | Polk County |
| Custer County | Seward County |
| Dawson County | South Central |
| Eastern Nebraska (Now OPPD) | Southern Nebraska |
| Elkhorn | Southwest |
| Franklin County | Stanton County |
| Howard Greeley | Twin Valley |
| KBR | Wayne County |
| Loup Valley | York County |
| McCook Public Power | North Central |

provided, however, that any and all rights, claims, actions or demands with respect to any of the above described contracts for service prior to January 1, 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 municipalities together with Supplements and amendments thereto:

<u>MUNICIPALITIES</u>	<u>ORIGINAL CONTRACT</u>	<u>SUPPLEMENT NO. 1</u>
Bertrand	September 1, 1959	May 6, 1963
Cozad	September 1, 1959	June 12, 1963
Holdrege	September 1, 1959	June 12, 1963
Lexington	September 1, 1959	June 12, 1963
Loomis	September 1, 1959	June 12, 1963
Minden	September 1, 1959	June 12, 1963
North Platte	September 1, 1959	May 7, 1963
Gothenburg	September 1, 1959	June 12, 1963

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 May 1, 1956.

Agreement for Sale of Firm Power and Energy to Consumers Public Power District, dated September 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 City of Hastings, executed January 1, 1960.

With City of Wahoo, executed February 10, 1965.

With City of Fairbury, executed August 29, 1963.

With Omaha Public Power District, executed April 1, 1950 and amended July 12, 1968.

5. Power Purchase Contracts. 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 and 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, 1947.

Master Substation Agreement with Consumers Public Power District, dated December 1, 1953.

Lease-Purchase Agreement (relating to the 115 kV all transmission facilities) with the Hydro-Electric Generation and Transmission Corp., Inc., dated March 20, 1960.

7. Easements. All of Loup River Public Power District's easements for the erection, operation, maintenance, repair, and replacement of electric transmission lines, facilities and properties 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 Lease-Purchase 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.

ATTEST:

[Signature]
Secretary

LOUP RIVER PUBLIC POWER DISTRICT

By [Signature]
President

(SEAL)

STATE OF NEBRASKA)

: ss

COUNTY OF PLATTE)

On this 9th 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 and deed of said corporation.

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

[Signature]
Notary Public

ESCROW AGREEMENT

(Loup - NPPS Properties)

This Agreement is made as of the ^{23rd} day of April, 1969, by and between Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "Consumers" the Loup River Public Power District, 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 January 1, 1969.

NOW THEREFORE, IT IS AGREED:

1. The Escrow Holder acknowledges receipt from Loup of bills of sale, deeds, and assignments of contracts, agreements and easements all pertaining to properties lease-sold to Consumers pursuant to the terms of said Agreement of Lease-Purchase, as amended and supplemented. At a later date or dates during the term of this escrow, additional documents may be deposited by Loup as a part of this escrow. By mutual agreement, Consumers and Loup may at any time withdraw or substitute properties or agreements from the escrow in the event of sales, exchanges, revisions or amendments thereto. The documents thus deposited herewith and hereafter are collectively referred to as "Loup Documents."

2. The Escrow Holder shall hold the Loup Documents until such time as Loup shall certify to the Escrow Holder in writing that all of its bonds issued under the Loup indenture have been retired, and that Consumers has completed all of the terms of the said Agreement of Lease-Purchase, as amended and supplemented, or that all Loup bonds have been retired under the Agreement for Sale of Property dated April 11, 1967, as amended. Upon receipt of such Loup certificate, the Escrow Holder is authorized and directed to deliver the Loup Documents to Consumers.

3. In the event that the Escrow Holder before or after close of the escrow receives or becomes aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any property deposited hereto, or affected hereby, it shall have the right 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 or defend any action or proceeding for the determination of such conflict. Consumers and Loup jointly and severally agree to pay all costs, damages, interest and expenses, including reasonable attorneys' fees, incurred or incurred by the Escrow Holder in connection with, or arising out of this agreement.

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without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Holder. In the event the Escrow Holder files a suit in interpleader, it shall ipso facto 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

(Seal)

ATTEST: WITNESS

Hand J. A. Merer

BY: Haller

(Seal)

ATTEST:

James M. Peters

CONSUMERS' PUBLIC POWER DISTRICT

BY: John R. Brogan

(Seal)

ATTEST:

C. J. Allen

Secretary

LOUP RIVER PUBLIC POWER DISTRICT

BY: Clarence J. Little

President

TRACT NO.	GRANTOR	DESCRIPTION	INSTRUMENT	EASEMENT DATE	43-485 T RECORDED	
48-A	Arthur & Dora Lienemann	N½ NW¼ 1-13N-12E	Easement	3-7-56	4-30-56 Book 20, Mis Page 234	
49	John Eickner et al	S½ SW¼ 36-14N-12E	Easement	3-24-56	4-30-56 Book 20, Mis Page 271	
49-A	Floyd & Gertrude Trumble	NE¼SW¼ 36-14N-12E	Easement	2-7-56	4-30-56 Book 20, Mis Page 243	
49-B	Louie Woodward	N½ SE¼ & S½ NE¼ 36-14N-12E	Condemnation			
49-C	Elmer Moser et al	N½ NE¼ 36-14N-12E	Easement	2-6-56	4-30-56 Book 20, Mis Page 244	
50	Joe & Henrietta Stoupa	W½ NW¼ 31-14N-13E	Easement	2-7-56	4-30-56 Book 20, Mis Page 249	
51	Wayne Meisinger et al	Tax Lot 6 SW¼ 30-14N-13E	Easement	3-7-56	4-30-56 Book 20, Mis Page 248	
51-B	Sophia Sautter	Tax Lot 5B SW¼ 30-14N-13E	Easement	3-7-56	4-30-56 Book 20, Mis Page 247	
51-C	Katherine Franey	Tax Lot 7-A SE¼ 30-14N-13E	Easement	3-9-56	4-30-56 Book 20, Mis Page 246	
51-D	Bertha Schobert	Pt. 29-14N-13E	Condemnation			
51-E & 52	Everett Johnson et al	Tax lot 1, NE¼ 30-14N 13-E & Tax lot 2 NW¼ NW¼ 29-14N-13E	Easement	3-26-56	4-30-56 Book 20, Mis Page 269	