

43-485

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:

Burt County
Butler County
Cedar Knox
Cuming County
Custer County
Dawson County
Eastern Nebraska (Now OPPD)
Elkhorn
Franklin County
Howard Greeley
KBR
Loup Valley
McCook Public Power

Norris Public Power
Niobrara Valley
Northeast Nebraska
Polk County
Seward County
South Central
Southern Nebraska
Southwest
Stanton County
Twin Valley
Wayne County
York County
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:

MUNICIPALITIES

Bertrand
Cozad
Holdrege
Lexington
Loomis
Minden
North Platte
Gothenburg

ORIGINAL CONTRACT

September 1, 1959
September 1, 1959
September 1, 1959
September 1, 1959
September 1, 1959
September 1, 1959
September 1, 1959
September 1, 1959

SUPPLEMENT NO. 1

May 6, 1963
June 12, 1963
June 12, 1963
June 12, 1963
June 12, 1963
June 12, 1963
May 7, 1963
June 12, 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 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 Conady 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, 1946.

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

Lease-Purchase Agreement (relating to the Fort Randall transmission facilities) with the Nebraska Electric Generation and Transmission Co-op., Inc., dated December 20, 1960

ESCROW AGREEMENT

(Loup - NPPS Properties)

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This Agreement is made as of the 25th 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 herein 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 proceedings for the determination of such conflict. Consumers and Loup jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees, suffered or incurred by the Escrow Holder in connection with, or arising out of this escrow, including, but

without limiting the generality of the foregoing, a suit in inter-pleader 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: WITNESSES

Paul J. Allen

BY: Allen

(Seal)

ATTEST:

Francis M. [Signature]

CONSUMERS' PUBLIC POWER DISTRICT

BY: John A. Brogan

(Seal)

ATTEST:

[Signature]
Secretary

LOUP RIVER PUBLIC POWER DISTRICT

BY: Clarence J. Hittler
President