

ASSIGNMENT OF CONTRACTS
(Relating to Sale of a Gas Plant)

Assignor: (Name and Address)

Assignee: (Name and Address)

Effective Date:

Pursuant to the terms of a Purchase and Sale Agreement dated _____ between Assignor and Assignee (the "Agreement") Assignor delivered to Assignee:

1. A Deed, dated to be effective _____, recorded in Book _____, page _____ of the _____ Records of _____ County, _____, conveying to Assignee all of Assignor's interests in lands described in that Deed, together with the plant, equipment, and improvements located on the lands described in the Deed, collectively referred to in the Deed as all the Property known as the "_____ Gas Plant"; and,

2. A Conveyance and Assignment of Compensation Agreement, Plant Site Agreement, and Road Use Agreement dated to be effective _____, recorded in Book _____, page _____ of the _____ Records of _____ County, _____, assigning and conveying to Assignee all of Assignor's interests in a Plant Site Agreement and Road Use Agreement, together with the plant, equipment, and improvements located on the lands described in the Conveyance and Assignment, collectively referred to in the Assignment and Conveyance as all the Property known as the "_____ Gas Plant."

Reference is made to the recorded Deed and Assignment and Conveyance for a complete description of the Property subject to and covered by each, which descriptions are incorporated into this Assignment of Contracts, by reference.

The Agreement provided for Assignor to assign and convey all its interests in contracts and agreements solely appurtenant to all of the Properties that were the subject of the Agreement. To give effect to the terms of the Agreement, Assignor, in addition to the Deed and Assignment and Conveyance described above, and the Assignment and Bill of Sale as to leasehold interests that were delivered to Assignee, Assignor is executing this Assignment of Contracts to Assignee.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to the terms of this Assignment, does hereby Grant, Sell, Assign, Transfer, and Deliver, effective as of the Effective Date stated above, to Assignee, all of Assignor's right, title, and interest in and to the following contracts and agreements (the "Contracts" which are solely appurtenant and related to the _____ Gas Plant and the _____ Gas Plant:

1. All Gas and Product Sales Contracts and Agreements;

2. All Purchase Contracts; and,
3. All Plant Operating Agreements.

THIS ASSIGNMENT IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION AS TO THE TERMS, CONDITIONS, OR CONTINUING VALIDITY OF ANY OF THE CONTRACTS, AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

This Assignment is made and accepted pursuant to and subject to all of the terms and provisions of that certain Purchase and Sale Agreement dated _____, between the Assignor and the Assignee.

Executed by each party as of the date of the acknowledgment of their signatures below, to be effective in all respects as of the Effective Time.

Assignor

Assignee

sample
Form