

2006-018081

Klamath County, Oregon



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09/07/2006 03:50:59 PM

Fee: \$146.00

**AFTER RECORDING RETURN TO:**

John G. Nassos  
Ungaretti & Harris LLP  
3500 Three First National Plaza  
Chicago, IL 60602

**MT1394-8043**  
**DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of September 6, 2006 (the "Effective Date"), by and between Peoples Energy Resources Company, LLC, a Delaware limited liability company ("Assignor") and COB Energy Facility, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

WHEREAS, Assignor desires to convey and assign the easements and all other rights under the agreements listed on Schedule I (the "Option Agreements") to Assignee, and Assignee desires to accept and assume same in accordance with the terms of this Assignment. The Option Agreements or Memorandum thereof has been recorded in the official Records of Klamath County as set forth in Schedule 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of the Option Agreements.** Upon the Effective Date, Assignor does hereby grant, convey, quitclaim and assign to Assignee all of Assignor's rights and obligations under the Option Agreements, including without limitation, rights to all easements granted therein and all rights to extension thereof, if any.

2. **Assumption of the Option Agreements.** Upon the Effective Date, Assignee hereby accepts and assumes the rights and obligations of Assignor under the Option Agreements and does hereby assume, become fully responsible for, and agree to perform, discharge, fulfill, and observe all of the obligations, covenants, and conditions with respect to the Option Agreements arising from and after the date hereof.

3. **Governing Law.** This Assignment shall be governed by the laws of the State of Oregon without regard to its choice of law provisions.

#755002-3

AMERITITLE, has recorded this  
Instrument by request as an accomodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

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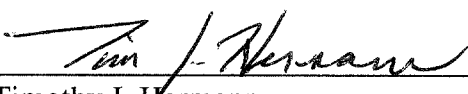
4. **Severability.** If any provision of this Assignment or the application thereof to any entity, person, or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5. **Counterparts.** This Assignment may be executed in one or more counterparts or via facsimile, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment for the Option Agreements listed on Schedule I as of the day and year first above written.

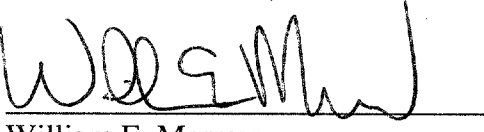
**ASSIGNOR:**

PEOPLES ENERGY RESOURCES COMPANY, LLC

BY:   
Timothy J. Hermann  
Vice President

**ASSIGNEE:**

COB ENERGY FACILITY, LLC

BY:   
William E. Morrow  
President

ACKNOWLEDGEMENTS

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

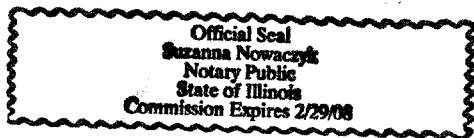
The undersigned notary public of the above State and County hereby certifies that Timothy J. Hermann, the Vice President of Peoples Energy Resources Company, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the foregoing instrument on behalf of said limited liability company.

Date: September 6<sup>th</sup>, 2006.

Suzanna Nowaczyk  
Notary Public

My Commission Expires: 2-29-2008

(Seal)



STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

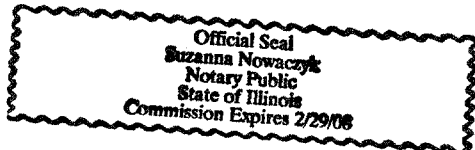
The undersigned notary public of the above State and County hereby certifies that William E. Morrow, the President of COB Energy Facility, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the foregoing instrument on behalf of said limited liability company.

Date: September 6<sup>th</sup>, 2006.

Suzanna Nowaczyk  
Notary Public

My Commission Expires: 2-29-2008

(Seal)



# **SCHEDULE I**

	<b>Grantor</b>	<b>Execution Date of Option</b>	<b>Recorded (Official Records of Klamath County)</b>	<b>Extension Recorded (Official Records of Klamath County)</b>
<b>A</b>	M. Barthelow J. Moeller A. Talbott	July 30, 2002  (Execution of License Agreement, 10/26/01)	June 9, 2005 M05-42899	August 30, 2006 2006-017500 2006-017499 2006-017501
<b>B</b>	Douglas Neil Beverly Neil	June 7, 2002	June 14, 2005 M05-44284	June 6, 2006 M06-11454
<b>C</b>	Janice Wright	May 3, 2002	June 14, 2005 M05-44293	June 9, 2005 M05-42922
<b>D</b>	Bonanza View Dairy Partnership	September 4, 2002	June 14, 2005 M05-44302	October 5, 2005 M05-65854
<b>E</b>	Mark Mahan	April 30, 2002	June 14, 2005 M05-44267	June 9, 2005 M05-42905
<b>F</b>	Mary Rutherford	December 10, 2001	June 9, 2005 M05-42895	August 30, 2006 2006-017496
<b>G</b>	Roscoe Knox	October 17, 2001	June 9, 2005 M05-42886	August 30, 2006 2006-017497
<b>H</b>	Barbara Knox	October 17, 2001	June 9, 2005 M05-42890	August 30, 2006 2006-017498
<b>I</b>	Jeld Wen, Inc.	August 27, 2002	June 14, 2005 M05-44309	October 5, 2005 M05-65853
<b>J</b>	Richard Sacchi	May 8, 2002	June 14, 2005 M05-44276	June 9, 2005 M05-42934