

**DETAIL BROCHURE
COLE FARM, LLC
AUCTION**

March 4, 2021

PRINTED: February 12, 2021

COLE FARM, LLC AUCTION

Keith County, Nebraska

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, March 4, 2021

1:30 PM, MT

Quality Inn

Ogallala, Nebraska

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .

Ben Gardiner, Salesperson or Marc Reck, Broker



535 E Chestnut, P.O. Box 407, Sterling, CO 80751

(970) 522-7770 or 1-800-748-2589

bgardiner@reckagri.com

www.reckagri.com

TABLE OF CONTENTS

TERMS AND CONDITIONS	1-2
AUCTION BRACKET & SALE ORDER	3
LOCATION MAP	5
PARCEL #1—PLAT MAP & INFORMATION	6-7
PARCEL #2A—PLAT MAP & INFORMATION	8-9
PARCEL #2B—PLAT MAP & INFORMATION	10-11
PARCEL #2C—PLAT MAP & INFORMATION	12-13
PARCEL #2D—PLAT MAP & INFORMATION	14-15
COMBO #2—PLAT MAP & INFORMATION.....	16-17
PARCEL #3A—PLAT MAP & INFORMATION	18-19
PARCEL #3B—PLAT MAP & INFORMATION	20-21
COMBO #3—PLAT MAP & INFORMATION.....	22-23
SOILS MAPS.....	24-28
TITLE COMMITMENT—PARCEL #1.....	29-31
TITLE COMMITMENT—PARCEL #2A	32-34
TITLE COMMITMENT—PARCEL #2B & #3A.....	35-37
TITLE COMMITMENT—PARCEL #2C	38-40
TITLE COMMITMENT—PARCEL #2D & #3B.....	41-43
EXCEPTIONS.....	44-53
FARM, RANCH, AND LAND PURCHASE AGREEMENT	54-58
BROKER DISCLOSURE	59-60
SAMPLE BIDDER CARD	61
LIVE AUCTION PRE-REGISTRATION FORM	62
COLE FARM, LLC SURVEY	63

TERMS AND CONDITIONS OF SALE

Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material or other oral statements.

AUCTION DATE/TIME/LOCATION: Cole Farm, LLC Dryland Auction will be held Thursday, March 4, 2021 @ 1:30 pm MT at the Quality Inn, 201 Chuckwagon Road, Ogallala, NE.

OVERVIEW: The members of Cole Farm, LLC are offering 1,117.5± acres of dryland and pasture located northwest of Brule, NE at auction. All five dryland parcels have nearly level terrain and productive Class 2 soils! Excellent opportunity to expand your operation or invest. Spring possession available, except for growing wheat on Parcel #2D. Two pasture tracts with perimeter fencing will also be offered; these could be potential home sites with electricity available at the road. All parcels are easily accessible via gravel County Roads and are situated 4-12± miles north of Brule just minutes from Highway 30 and/or Highway 26 and a short drive to Lake McConaughy.

SALE TERMS/PROCEDURE: The Cole Farm, LLC Dryland Auction is a land auction with RESERVE. The property will be offered as a "MULTI-PARCEL" Auction in 7 parcels and 2 combinations. The parcels and combos will be offered in the sale order as stated within the brochure. The parcels and combos will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the close of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Farm, Ranch, and Land Purchase Agreement for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions of the Detail Brochure and announcements shall be incorporated and made a part of the contract. Sample contract is available within the Detail Brochure.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before Friday, April 9, 2021. Closing to be conducted by Thalken Title of Ogallala and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by warranty deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within Detail brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the Detail Brochure and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement.

POSSESSION: Possession of property upon closing, except Parcel #2D which will have possession upon harvest of wheat in 2021.

PROPERTY CONDITION: The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller.

WATER RIGHTS: Seller to convey water rights appurtenant to the property.

GROWING CROPS: No growing crops; Buyer(s) to receive cash rent for 2021 growing wheat crop on Parcel #2D.

REAL ESTATE TAXES: 2021 real estate taxes due in 2022, and thereafter to be paid by Buyer(s).

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels as designated within the Detail Brochure. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the Detail Brochure.

LEGAL DESCRIPTION(S): Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. If the property sells in parcels and a survey is required to create a metes and bounds legal description, Seller to provide and pay for said survey. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

MINERALS: Seller to convey all OWNED mineral rights to Buyer(s) at closing.

NOXIOUS WEEDS: There may be areas infested by noxious weeds, (i.e. rye, bindweed, canadian thistle, goat/Johnson grass, etc.). The location of and the density of noxious weeds is unknown at this time.

ACREAGES: All stated acreages in the initial brochure and Detail Brochure are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or published at the auction.

BIDDER REQUIREMENTS: Prior to auction, Buyer (s) to review the terms and conditions as set forth in the Detail Brochure. Detail Brochure may be obtained by visiting auction property page at www.reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

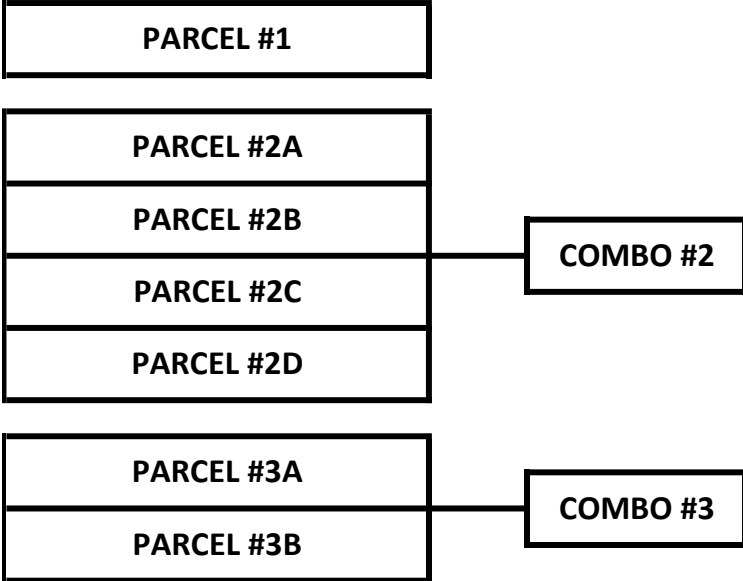
MULTIPLE PARTY BID: If several parties go together and collectively bid on parcel(s) and the Multiple Party Bid is the highest bid, at the conclusion of the auction each party within the Multiple Party Bid shall identify and agree to sign separate contract(s), pay for their respective separate parcel(s) at closing, and pay for a metes & bounds survey and additional title insurance premium to create the legal description for their respective separate parcel. The collective purchase prices for the separate parcels shall equal the total Multiple Party Bid.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. Property is being sold AS IS-WHERE IS, without warranty, representation, or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Limited Seller's Agent. Reck Agri Realty & Auction does not offer broker participation for the "COLE FARM, LLC DRYLAND AUCTION". Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker.

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AUCTION BRACKET & SALE ORDER

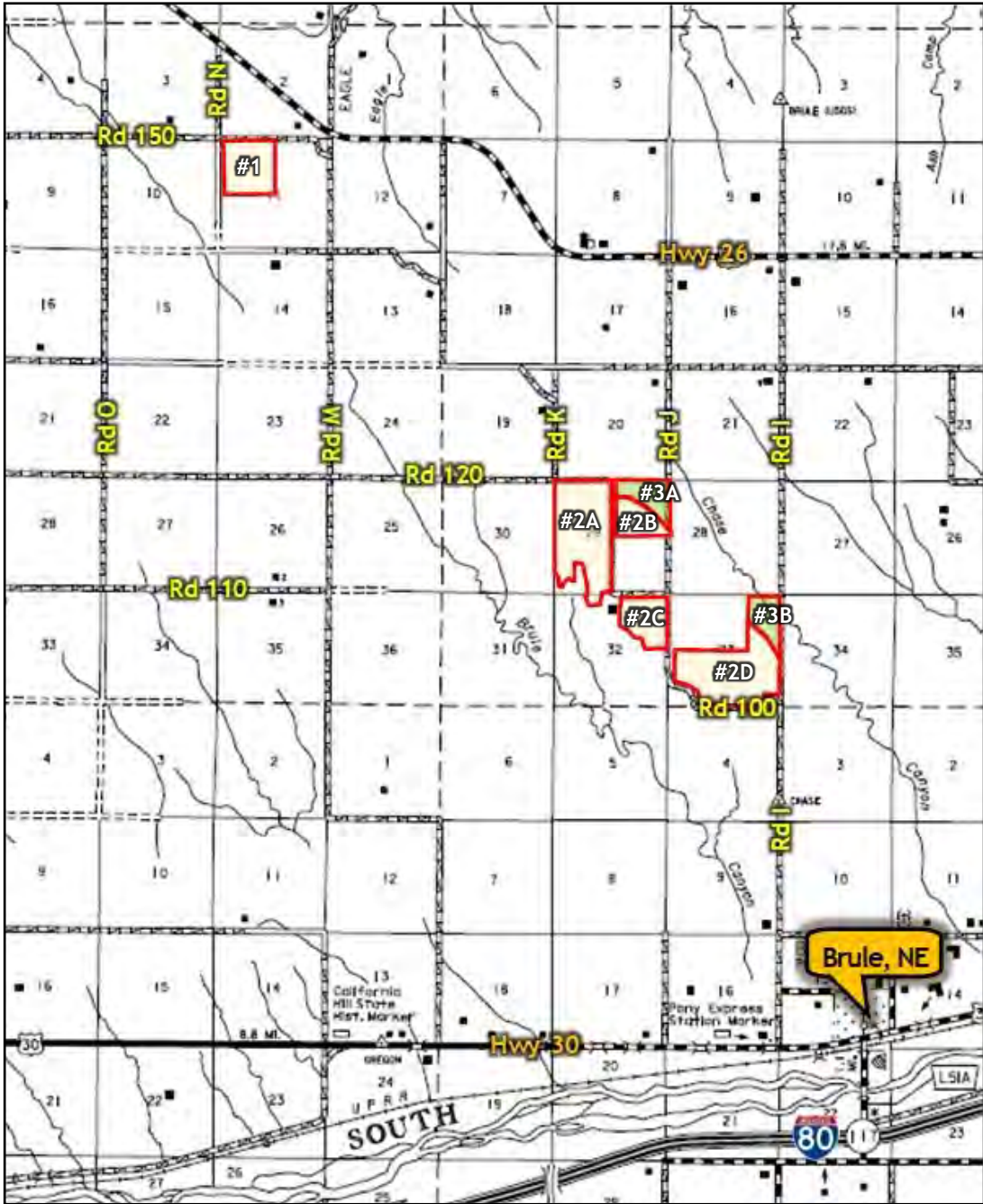
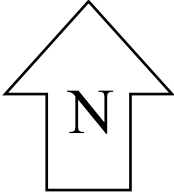
COLE FARM, LLC AUCTION BRACKET

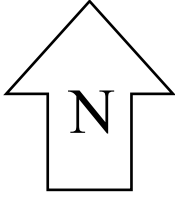


SALE ORDER
PARCEL #1
PARCEL #2A
PARCEL #2B
PARCEL #2C
PARCEL #2D
COMBO #2
PARCEL #3A
PARCEL #3B
COMBO #3

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LOCATION MAP





PARCEL #1 - PLAT MAP



**PARCEL #1
PROPERTY INFORMATION**

**LEGAL
DESCRIPTION:**

NW1/4 Section 11, Township 14 North, Range 41 West of the 6th PM,
Keith County, NE.
See Pages 29-31 for legal description and title commitment and Pages
44-53 for title exceptions.

ACREAGE:

160.6± Total Acres Dryland

LAND TENURE:

Soils consist of Class II soils.
See Soils Map on Page 24.

TAXES:

2020 actual real estate taxes payable in 2021 are: \$1,397.34

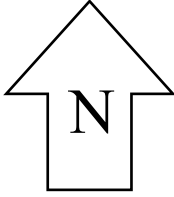
**FSA
INFORMATION:**

FSA bases: 4.8 ac corn w/98 bu PLC yield, 83.4 ac wheat w/48 bu
PLC yield, 9.4 ac oats w/43 bu PLC yield and 5.1 ac grain sorghum w/34 bu
PLC yield.

COMMENTS:

Currently in wheat stubble.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind,
LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



PARCEL #2A - PLAT MAP



PARCEL #2A
PROPERTY INFORMATION

LEGAL DESCRIPTION: Part W1/2 Section 29, Part NW1/4 Section 32, Township 14 North, Range 40 West of the 6th PM, Keith County, NE.
See Pages 32-34 for legal description and title commitment and Pages 44-53 for title exceptions.

ACREAGE: 279.0± Acres Dryland
 1.0± Acres Grass/Roads
 280.0± Total Acres

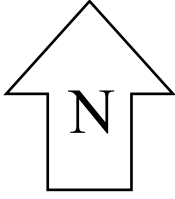
LAND TENURE: Soils consist of Class II.
See Soils Map on Page 25.

TAXES: 2020 estimated real estate taxes payable in 2021 are: \$3,746.60

FSA INFORMATION: FSA bases: 5.5 ac corn w/98 bu PLC yield, 145.4 ac wheat w/48 bu PLC yield, 19.7 ac oats w/43 bu PLC yield and 4.7 ac grain sorghum w/34 bu PLC yield.

COMMENTS: Currently in cornstalks.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind, LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



PARCEL #2B - PLAT MAP



PARCEL #2B
PROPERTY INFORMATION

LEGAL DESCRIPTION: Part NE1/4 Section 29, Township 14 North, Range 40 West of the 6th PM Keith County, NE.
See Pages 35-37 for legal description and title commitment and Pages 44-53 for title exceptions.

ACREAGE: 74.4± Acres Total Acres Dryland

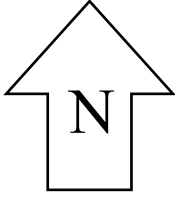
LAND TENURE: Soils consist of Class II.
See Soils Map on Page 26.

TAXES: 2020 estimated real estate taxes payable in 2021 are: \$670.37

FSA INFORMATION: FSA bases: 37.7 ac wheat w/48 bu and PLC yield, 1.4 ac oats w/43 bu PLC yield.

COMMENTS: Currently in wheat stubble.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind, LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



PARCEL #2C - PLAT MAP



PARCEL #2C
PROPERTY INFORMATION

LEGAL DESCRIPTION: Part NE1/4 Section 32, Township 14 North, Range 40 West of the 6th PM, Keith County, NE.
See Pages 38-40 for legal description and title commitment and Pages 44-53 for title exceptions.

ACREAGE: 117.2± Acres Dryland
8.4± Acres Grass/Roads
125.6± Total Acres

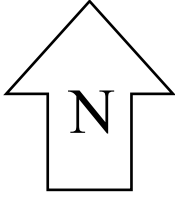
LAND TENURE: Soils consist of Class II.
See Soils Map on Page 27.

TAXES: 2020 estimated real estate taxes payable in 2021 are: \$1,125.25

FSA INFORMATION: FSA bases: 15.9 ac corn w/98 bu PLC yield, 147.6 ac wheat w/48 bu PLC yield, 20.5 ac oats w/43 bu PLC yield and 2.0 ac grain sorghum w/34 bu PLC yield.

COMMENTS: Currently in wheat stubble.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind, LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



PARCEL #2D - PLAT MAP



PARCEL #2D
PROPERTY INFORMATION

LEGAL DESCRIPTION:

Part Section 33, Township 14 North, Range 40 West of the 6th PM, Keith County, NE.
See Pages 41-43 for legal description and title commitment and Pages 44-53 for title exceptions.

ACREAGE:

288.7± Acres Dryland
5.3± Acres Grass/Roads
294.0± Total Acres

LAND TENURE:

Soils consist of Class II.
See Soils Map on Page 28.

TAXES:

2020 estimated real estate taxes payable in 2021 are: \$3,202.54

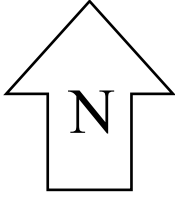
FSA INFORMATION:

FSA bases: 15.9 ac corn w/98 bu PLC yield, 147.6 ac wheat w/48 bu PLC yield, 20.5 ac oats w/43 bu PLC yield and 2.0 ac grain sorghum w/34 bu PLC yield.

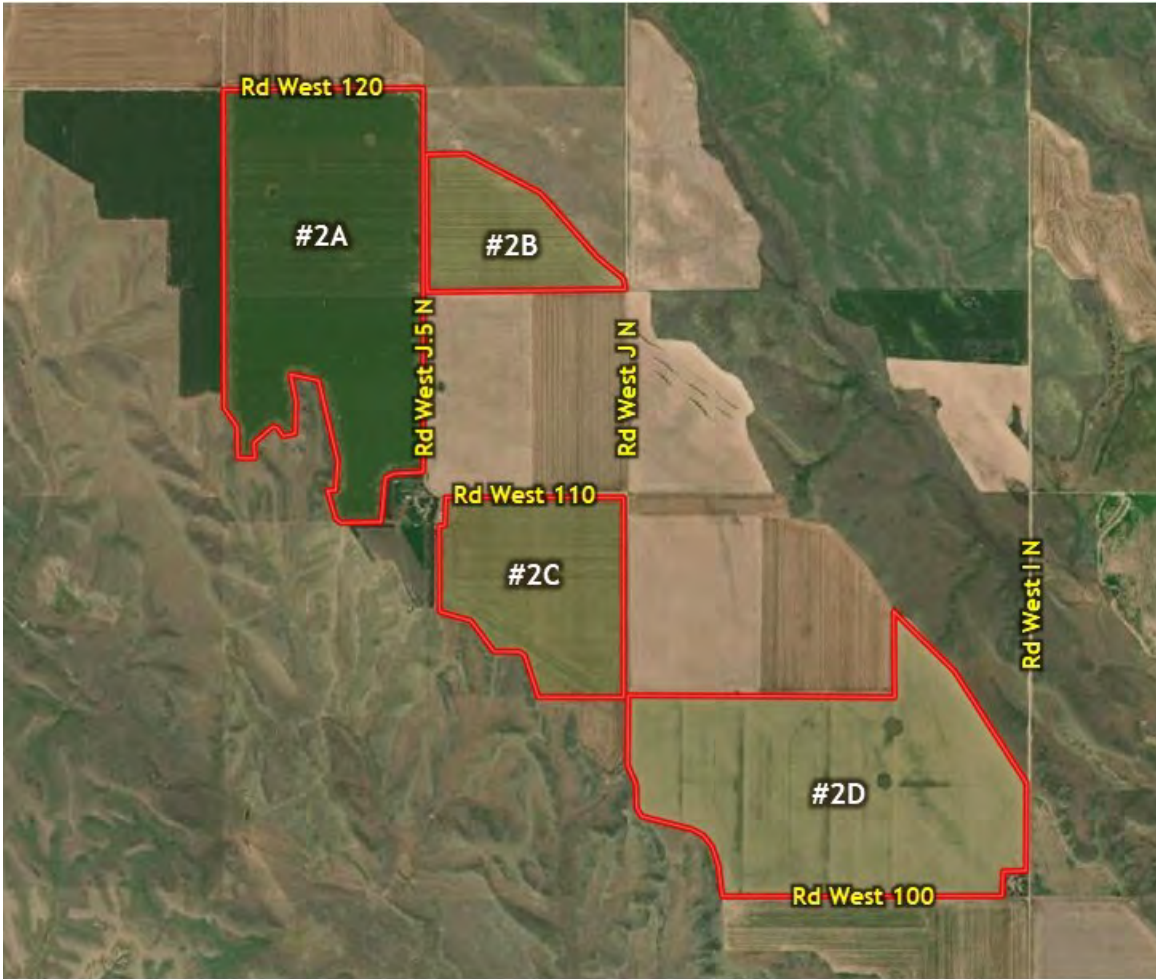
COMMENTS:

Currently planted to wheat. Buyer(s) to receive cash rent for 2021. Possession after harvest.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind, LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



COMBO #2 - PLAT MAP



COMBO #2 PROPERTY INFORMATION

LEGAL

DESCRIPTION: See Parcels #2A, #2B, #2C & #2D.

ACREAGE: 759.3± Acres Dryland
14.7± Acres Grass/Roads
774.0± Total Acres

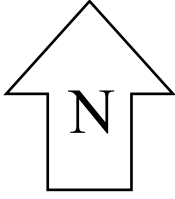
LAND TENURE: See Parcels #2A, #2B, #2C & #2D.

TAXES: 2020 estimated real estate taxes payable in 2021 are: \$8,744.76

FSA INFORMATION: FSA bases: 26.0 ac corn w/98 bu PLC yield, 396.2 ac wheat w/48 bu PLC yield, 48.9 ac oats w/43 bu PLC yield and 10.7 ac grain sorghum w/34 bu PLC yield.

COMMENTS: See Parcels #2A, #2B, #2C & #2D.

BID PRICE:



PARCEL #3A - PLAT MAP



PARCEL #3A
PROPERTY INFORMATION

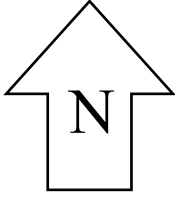
LEGAL DESCRIPTION: Part NE1/4 Section 29, Township 14 North, Range 40 West of the 6th PM, Keith County, NE.
See Pages 35-37 for legal description and title commitment and Pages 44-53 for title exceptions.

ACREAGE: 82.4± Acres Pasture
1.0± Acres Rds/Waste
83.4± Total Acres

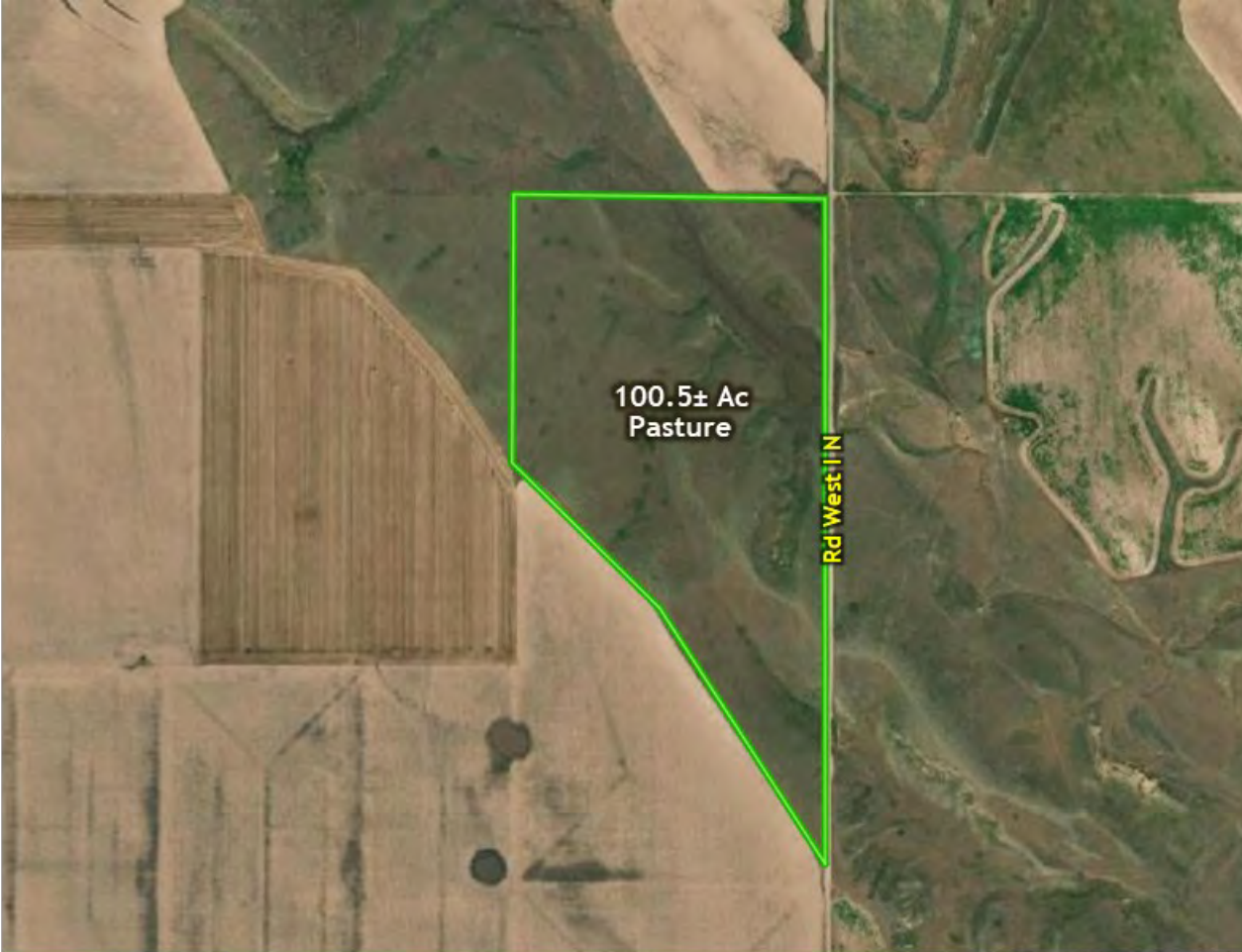
TAXES: 2020 estimated real estate taxes payable in 2021 are: \$388.66

COMMENTS: Perimeter fencing. Old well (no longer in use). Electricity on west county road.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind, LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



PARCEL #3B - PLAT MAP



PARCEL #3B
PROPERTY INFORMATION

**LEGAL
DESCRIPTION:**

Part E1/3 Section 33, Township 14 North, Range 40 West of the 6th PM,
Keith County, NE
See Pages 41-43 for legal description and title commitment and Pages
44-53 for title exceptions.

ACREAGE:

100.5± Acres Pasture
2.2± Acres Rds/Waste
102.7± Total Acres

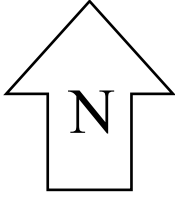
TAXES:

2020 estimated real estate taxes payable in 2021 are: \$475.94

COMMENTS:

Perimeter fencing. Electricity along county road.
NOTE: Memorandum of Wind Lease agreement in favor of Ogallala Wind,
LLC mentioned in Title Commitments and Exceptions is expired.

BID PRICE:



COMBO #3 - PLAT MAP



**COMBO #3
PROPERTY INFORMATION**

LEGAL

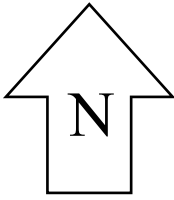
DESCRIPTION: See Parcels #3A & #3B.

ACREAGE: 182.9± Acres Pasture
 3.2± Acres Rds/Waste
 186.1± Total Acres

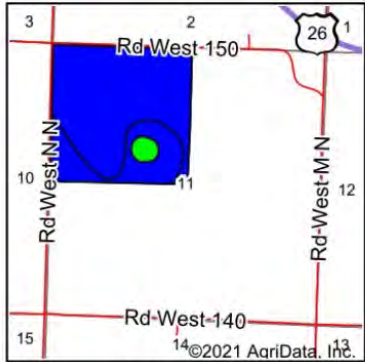
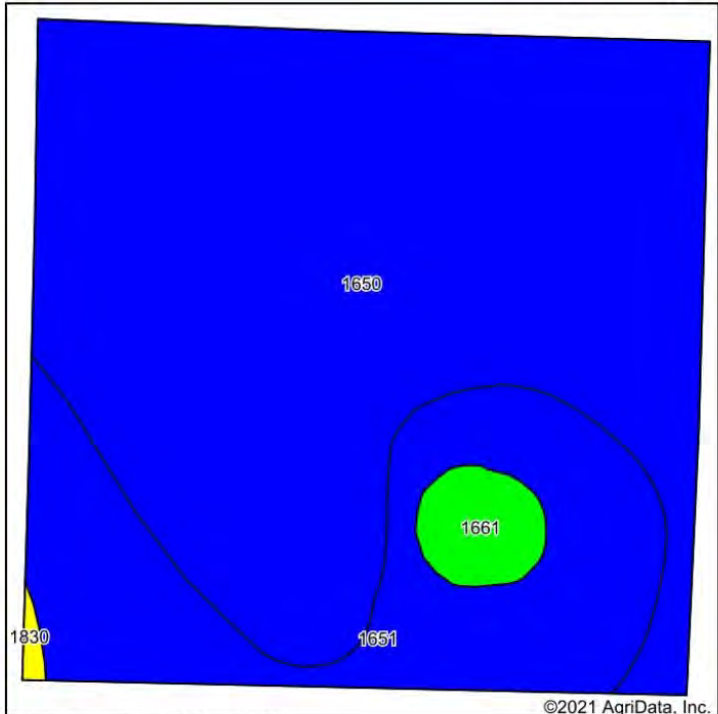
TAXES: 2020 estimated real estate taxes payable in 2021 are: \$864.60

COMMENTS: See Parcels #3A & #3B.

BID PRICE:



SOILS MAP - Parcel #1



State: **Nebraska**
 County: **Keith**
 Location: **11-14N-41W**
 Township: **Brule**
 Acres: **160.57**
 Date: **2/1/2021**

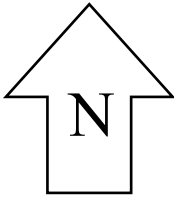


Soils data provided by USDA and NRCS.

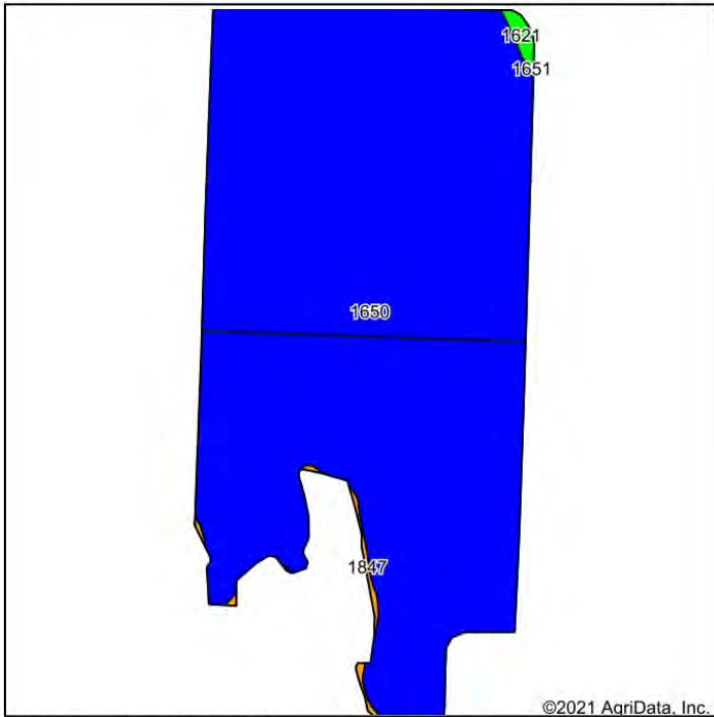
Area Symbol: NE101, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	117.02	72.9%		IIc	57
1651	Kuma loam, 1 to 3 percent slopes	38.41	23.9%		IIe	59
1661	Lodgepole silt loam, frequently ponded	4.62	2.9%		IIIw	32
1830	Sulco-McConaughy loams, 9 to 30 percent slopes	0.52	0.3%		VIe	29
Weighted Average						*n 56.7

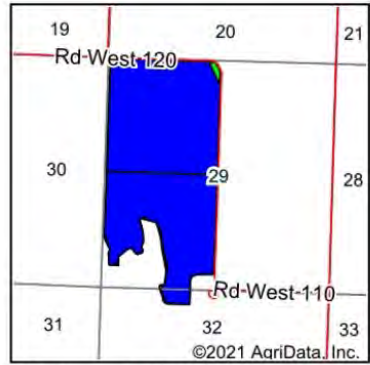
*n: The aggregation method is "Weighted Average using all components"



SOILS MAP - Parcel #2A



Soils data provided by USDA and NRCS.



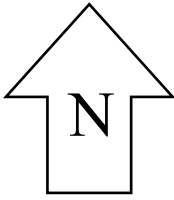
State: **Nebraska**
 County: **Keith**
 Location: **29-14N-40W**
 Township: **Brule**
 Acres: **279.02**
 Date: **2/1/2021**



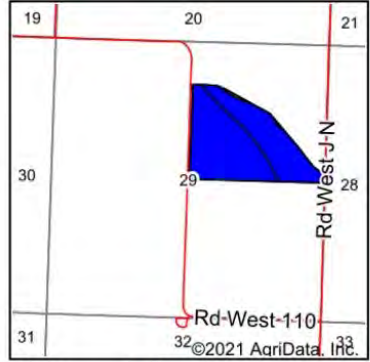
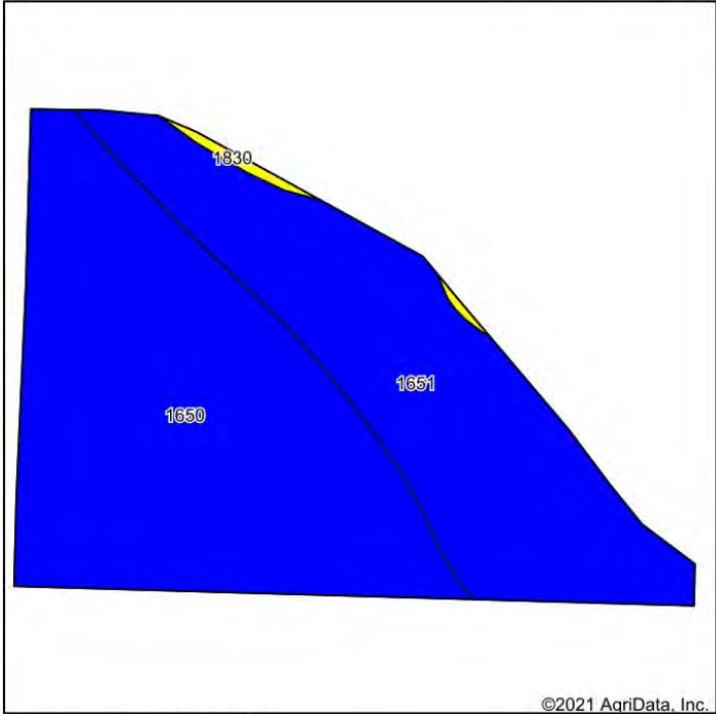
Area Symbol: NE101, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	276.15	99.0%		I1c	57
1847	Sulco loam, 30 to 60 percent slopes	1.59	0.6%		V11e	7
1621	Keith loam, 3 to 6 percent slopes	1.28	0.5%		IIIe	51
Weighted Average						*n 56.7

*n: The aggregation method is "Weighted Average using all components"



SOILS MAP - Parcel #2B



State: **Nebraska**
 County: **Keith**
 Location: **29-14N-40W**
 Township: **Brule**
 Acres: **74.39**
 Date: **2/1/2021**

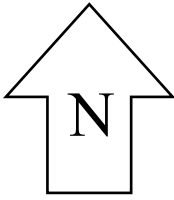


Soils data provided by USDA and NRCS.

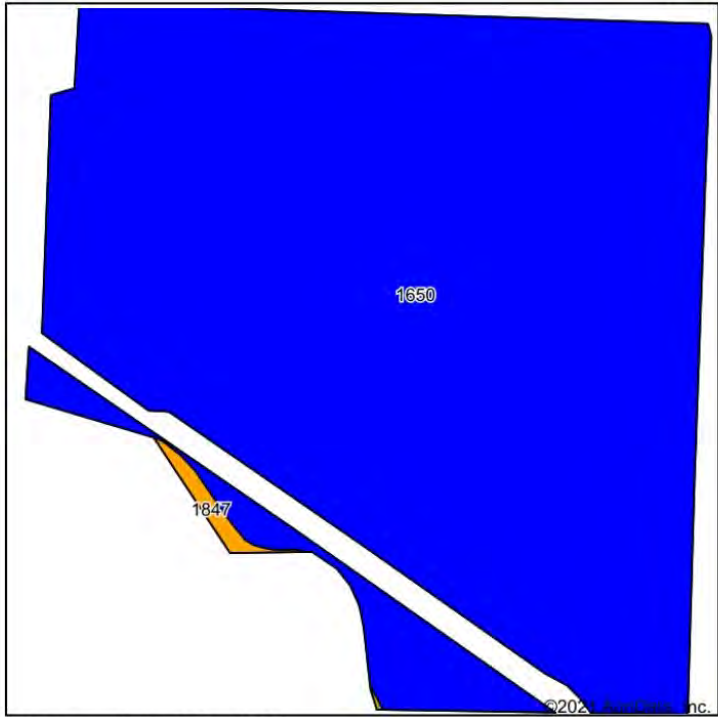
Area Symbol: NE101, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	43.39	58.3%		lic	57
1651	Kuma loam, 1 to 3 percent slopes	30.39	40.9%		lle	59
1830	Sulco-McConaughy loams, 9 to 30 percent slopes	0.61	0.8%		Vle	29
Weighted Average						*n 57.6

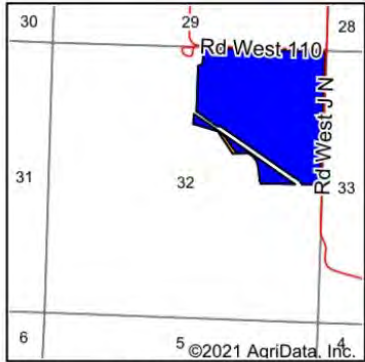
*n: The aggregation method is "Weighted Average using all components"



SOILS MAP - Parcel #2C



Soils data provided by USDA and NRCS.



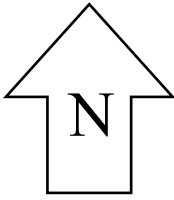
State: **Nebraska**
 County: **Keith**
 Location: **32-14N-40W**
 Township: **Brule**
 Acres: **117.2**
 Date: **2/1/2021**



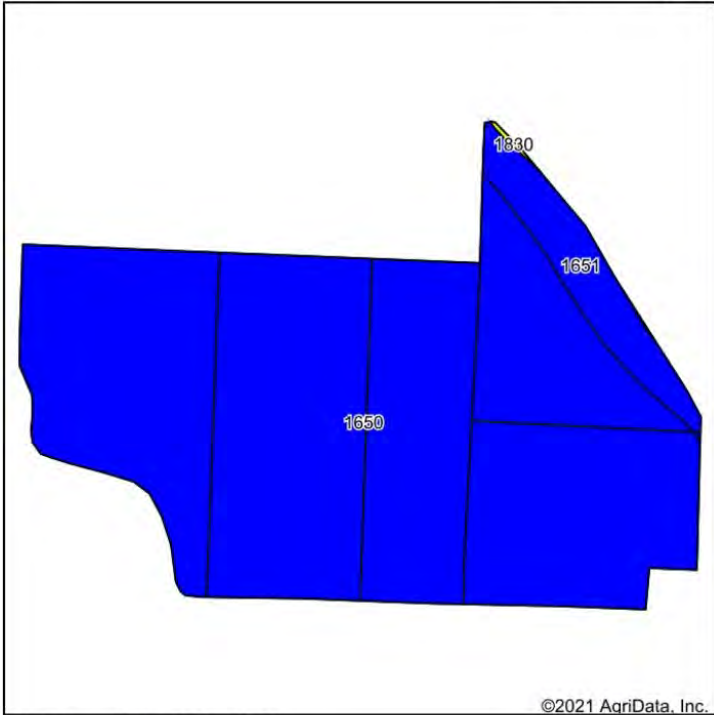
Area Symbol: NE101, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	116.42	99.3%		IIc	57
1847	Sulco loam, 30 to 60 percent slopes	0.78	0.7%		VIIe	7
Weighted Average						*n 56.7

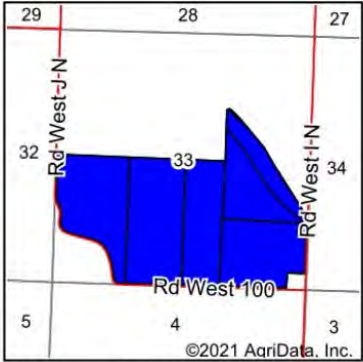
*n: The aggregation method is "Weighted Average using all components"



SOILS MAP - Parcel #2D



Soils data provided by USDA and NRCS.



State: **Nebraska**
 County: **Keith**
 Location: **33-14N-40W**
 Township: **Brule**
 Acres: **288.67**
 Date: **2/1/2021**



Area Symbol: NE101, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall
1650	Kuma loam, 0 to 1 percent slopes	268.95	93.2%		Ilc	57
1651	Kuma loam, 1 to 3 percent slopes	19.37	6.7%		Ile	59
1830	Sulco-McConaughy loams, 9 to 30 percent slopes	0.35	0.1%		Vle	29
Weighted Average						*n 57.1

*n: The aggregation method is "Weighted Average using all components"

TITLE COMMITMENT - PARCEL #1

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE A

File No. 2210053

1. Commitment Date: January 25, 2021 at 8:00 A.M.
2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006) Amount: \$
Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2006) Amount: \$
Premium: \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

COLE FARM, LLC, a Nebraska Limited Liability Company

5. The Land is described as follows:

The NW¼ of Section 11, Township 14 North, Range 41 West of the 6th P.M., in Keith County, Nebraska

Chicago Title Insurance Company Commitment for Title Insurance

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2020 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

**Chicago Title Insurance Company
Commitment for Title Insurance**

**SCHEDULE B, PART II
Exceptions**

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Memorandum of Wind Lease Agreement in favor of OGALLALA WIND, LLC, a Nebraska Limited Liability Company, dated June 20, 2011 and recorded May 10, 2012 as Instrument No. 2012-00810 of the records of Keith County, Nebraska.

End of Schedule B - Section 2

TITLE COMMITMENT - PARCEL #2A

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE A

File No. 2210054

1. Commitment Date: January 22, 2021 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$

Premium: \$

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

B. ALTA Loan Policy (2006)

Amount: \$

Premium: \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

COLE FARM, LLC, a Nebraska Limited Liability Company

5. The Land is described as follows:

The W½ of Section 29, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska, EXCEPT that tract described in the Joint Tenancy Warranty Deed recorded as Instrument No. 2013-00359 of the records of Keith County, Nebraska.

The NW¼ of Section 32, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska, EXCEPT that tract described in the Joint Tenancy Warranty Deed recorded as Instrument No. 2013-00359 of the records of Keith County, Nebraska.

NOTE: We understand that the foregoing legal description will be modified to include less land in the proposed transaction and the legal description will be modified at such time as we are furnished a current survey, sufficient to the company.

**Chicago Title Insurance Company
Commitment for Title Insurance**

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2020 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Right-of-way Agreement in favor of WYOMING-NEBRASKA PIPE LINE COMPANY, its successors and assigns, dated May 15, 1954 and recorded June 10, 1954 in Book "3", Page 357 of the Miscellaneous records of Keith County, Nebraska.
13. Easement for road maintenance, in favor of COUNTY OF KEITH, dated July 20, 1994 and recorded July 20, 1994 in Book "70", Page 338 of the Miscellaneous records of Keith County, Nebraska.
14. Memorandum of Wind Lease Agreement in favor of OGALLALA WIND, LLC, a Nebraska Limited Liability Company, dated June 20, 2011 and recorded May 10, 2012 as Instrument No. 2012-00810 of the records of Keith County, Nebraska.

End of Schedule B - Section 2

TITLE COMMITMENT - PARCELS #2B & #3A

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE A

File No. 2210055

1. Commitment Date: January 22, 2021 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006)

Amount: \$

Premium: \$

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

B. ALTA Loan Policy (2006)

Amount: \$

Premium: \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

COLE FARM, LLC, a Nebraska Limited Liability Company

5. The Land is described as follows:

The NE¼ of Section 29, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska

**Chicago Title Insurance Company
Commitment for Title Insurance**

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2020 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Memorandum of Wind Lease Agreement in favor of OGALLALA WIND, LLC, a Nebraska Limited Liability Company, dated June 20, 2011 and recorded May 10, 2012 as Instrument No. 2012-00810 of the records of Keith County, Nebraska.

End of Schedule B - Section 2

TITLE COMMITMENT - PARCEL #2C

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE A

File No. 2210056

- 1. Commitment Date: January 22, 2021 at 8:00 A.M.
- 2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006) Amount: \$
Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2006) Amount: \$
Premium: \$

Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
- 4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

COLE FARM, LLC, a Nebraska Limited Liability Company

- 5. The Land is described as follows:

The NE¼ of Section 32, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska, EXCEPT that tract described in the Joint Tenancy Warranty Deed recorded as Instrument No. 2013-00359 of the records of Keith County, Nebraska.

NOTE: We understand that the foregoing legal description will be modified to include less land in the proposed transaction and the legal description will be modified at such time as we are furnished a current survey, sufficient to the company.

Chicago Title Insurance Company Commitment for Title Insurance

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2020 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Right-of-way Agreement in favor of WYOMING-NEBRASKA PIPE LINE COMPANY, its successors and assigns, dated May 15, 1954 and recorded June 10, 1954 in Book "3", Page 357 of the Miscellaneous records of Keith County, Nebraska.
13. Easement for road maintenance, in favor of COUNTY OF KEITH, dated July 20, 1994 and recorded July 20, 1994 in Book "70", Page 338 of the Miscellaneous records of Keith County, Nebraska.
14. Memorandum of Wind Lease Agreement in favor of OGALLALA WIND, LLC, a Nebraska Limited Liability Company, dated June 20, 2011 and recorded May 10, 2012 as Instrument No. 2012-00810 of the records of Keith County, Nebraska.

End of Schedule B - Section 2

TITLE COMMITMENT - PARCELS #2D & #3B

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE A

File No. 2210057

- 1. Commitment Date: January 22, 2021 at 8:00 A.M.
- 2. Policy or Policies to be issued:

A. ALTA Owner's Policy (2006) Amount: \$
Premium: \$

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

B. ALTA Loan Policy (2006) Amount: \$
Premium: \$

Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
- 4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

COLE FARM, LLC, a Nebraska Limited Liability Company

- 5. The Land is described as follows:

The S½ of Section 33, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska, EXCEPT a square tract the dimensions of which are 330 feet on each side located in the southeast corner of said Section 33.

The E1/3 of the N½ of Section 33, Township 14 North, Range 40 West of the 6th P.M., in Keith County, Nebraska.

NOTE: We understand that the foregoing legal description will be modified to include less land in the proposed transaction and the legal description will be modified at such time as we are furnished a current survey, sufficient to the company.

**Chicago Title Insurance Company
Commitment for Title Insurance**

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2020 and subsequent years.
8. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.
9. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.
10. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

**Chicago Title Insurance Company
Commitment for Title Insurance**

SCHEDULE B, PART II

Exceptions

11. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.
12. Telecommunication Line Right-of-way Easement in favor of ARAPAHOE TELEPHONE COMPANY, its successors and assigns, dated May 24, 2000 and recorded July 26, 2000 in Book "76", Page 49 of the Miscellaneous records of Keith County, Nebraska.
13. Memorandum of Wind Lease Agreement in favor of OGALLALA WIND, LLC, a Nebraska Limited Liability Company, dated June 20, 2011 and recorded May 10, 212 as Instrument No. 2012-00810 of the records of Keith County, Nebraska.

End of Schedule B - Section 2

EXCEPTIONS

201
9/13/57

RIGHT-OF-WAY AGREEMENT

THE STATE OF NEBRASKA)
COUNTY OF KEITH)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Elmer P. Cole and Marion Cole, husband and wife

(hereinafter called GRANTOR) for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, bargain, sell and convey unto WYOMING-NEBRASKA PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances (including without limitation Cathodic Protection equipment) thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines with the right of ingress and egress to and from the premises, under, upon, over and through the following described property situated in the County of Keith State of Nebraska with the right of ingress and egress to and from the premises:

The South West Quarter (SW¹) of Section Twenty-nine, Township Fourteen (14) North, Range Forty (40) West of the 6th P.M.

Grantee shall have the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time under, upon, over or through said hereinabove described property one or more additional lines of pipe and appurtenances thereto; provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, fifty cents per lineal rod of additional pipe line so laid.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe lines to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is understood and agreed that the sum of fifty cents per rod of damage in full will be paid to the Grantor herein by the Grantee herein before the said pipe line is laid and the Grantor herein hereby agrees that the said sum will be accounted by said Grantor as full and complete settlement for any and all damages (real or alleged) occasioned by the construction of said pipe line on and over the above described premises.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 15th day of May 1954

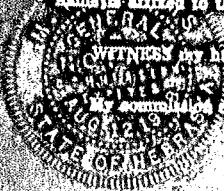
WITNESSES:

J. A. O'Neal
J. A. O'Neal
Mary B. O'Neal
Mary B. O'Neal

Elmer P. Cole
Elmer P. Cole
Marion Cole
Marion Cole

THE STATE OF NEBRASKA)
COUNTY OF Keith) SS

On this 17th day of May 19 54 before me, a notary public in and for said county personally came the above named Elmer P. Cole and Marion Cole who is personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and he acknowledged said instrument to be his voluntary act and deed.



WITNESSED by hand and notarial seal, the date last aforesaid.

My commission expires on the 17th day of AUGUST 19 58

M. Adams
Notary Public

LINE NO. _____
RIGHT-OF-WAY AGREEMENT

FROM

ELMER P. COLE, ET UX

TO

WYOMING-NEBRASKA PIPE LINE CO.

STATE OF NEBRASKA)
COUNTY OF KEITH) SS

This instrument was filed for record on the 17th day of June 19 54 at 4 o'clock P.M. and duly recorded in Book 2-1180 page 357 of the records of this office.

M. Adams
County Clerk

By _____
County Clerk

NUMBER _____

CORPORATE ACKNOWLEDGMENT FOR NEBRASKA AND WYOMING

WYOMING
STATE OF NEBRASKA)
COUNTY OF _____) SS

On this _____ day of _____ 19 _____ before me personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ (Name of Corporation) _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and who acknowledged said instrument to be the free act and deed of said corporation.

My commission expires on the _____ day of _____ A. D. 19 _____

Given under my hand and notarial seal this _____ day of _____ A. D. 19 _____

Notary Public

EASEMENT

THIS AGREEMENT, made in the County of Keith, State of Nebraska, on this 20th day of July, 1994, by and between Elmer P. Cole and Marion Cole, husband and wife, residing at 1150 Road West 110, Brule, Nebraska, hereinafter called the OWNER, and the government entity of the County of Keith, State of Nebraska, hereinafter called the COUNTY.

WHEREAS, the OWNER represents and warrants that he/she owns and has fee simple title to that certain parcel of real estate located in the County of Keith, State of Nebraska, more particularly bounded and described as follows:

a 17 feet wide strip of land located in the Southeast Quarter of the Southwest Quarter of Section 29, Township 14 North, Range 40 West of the 6th PM in Keith County, Nebraska, described as beginning at the Southeast corner of the Southwest Quarter of Section 29; thence, along the East line of said Quarter, N 0°04'01" W 303.02 feet; thence S 89°39'58" W 33 feet to the true point of beginning; thence, parallel with said East line, N 0°04'01" W 600 feet; thence S 89°39'58" W 17 feet; thence S 0°04'01" E 600 feet; thence N 89°39'58" E 17 feet to the true point of beginning, occupying 0.23 acre of land,

WHEREAS, the COUNTY desires to use said property for proper maintenance of the road and to procure the use of soil for the purpose of landfill and road improvement.

WHEREAS, the COUNTY is authorized by the Legislature of the State of Nebraska to enter into an agreement to accomplish the aforementioned purposes, said authority found specifically at Neb. Rev. Stat. §§ 39-1501 and 39-1702 (Reissue 1988).

NOW, THEREFORE, it is mutually agreed as follows:

In consideration of the payment of One Dollar and other valuable consideration, the Owner does hereby grant, convey, assign

and set over to the County, a perpetual easement 17 feet in width and 600 feet in length, which easement shall be for the purpose of elevation of the roadbed to a height sufficient to adequately control water drainage affecting adjacent property.

The duration of this easement shall be perpetual or until the parties to this agreement mutually agree to terminate said easement.

Except as herein granted, the OWNER shall continue to have the full use and enjoyment of the property on which the easement is located.

The COUNTY shall have the use and possession of any earth, soil, or landfill material found within or on the newly created easement area for the purpose described above and the OWNER shall not have any claim on said materials which is inconsistent with the County's use.

The COUNTY shall bear full responsibility for the use and enjoyment of the property as a road and road right-of-way and shall hold the OWNER harmless from any claim of damages to person or premises resulting from the use, occupancy and possession thereof by the BUYER, excluding, however, any acts of negligence by the OWNER committed on his/her adjacent property which shall change the nature or condition of the road or road right-of-way.

The Keith County department of roads shall have the use of the easement created herein and it shall become a part of the road system of Keith County and shall be maintained and used in the usual manner as such.

To have and to hold the said easement unto the COUNTY,

This agreement shall be binding on both parties as soon as it is executed by both parties.

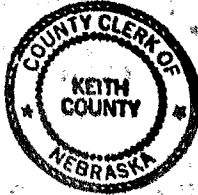
FURTHER, the OWNER recognizes that pursuant to Neb. Rev. Stat. § 39-1802 the COUNTY shall have the authority, if it be necessary, to construct, maintain and improve drainage facilities on the easement that is created herein, and to go beyond the right-of-way

limits wherever it is deemed necessary in order to protect the roads and drainage facilities from damage. The authority granted by statute extends to private and public property. In case of any damage to the premises, the county board shall pay the owner of the premises the amount of the damages.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Richard Lindauer
Chairman, County Commissioners

Jim Lawler
County Commissioner



ATTEST:

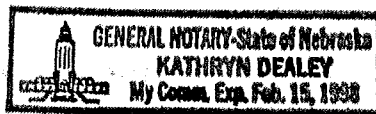
Nosma Meseemith
Keith County Clerk

Clifford W. Welsh
County Commissioner

STATE OF NEBRASKA)
) ss
COUNTY OF KEITH)

On this 20 day of July, 1994, before me, the undersigned, a Notary within and for said county, personally came Richard Lindauer, Jim Lawler, and Clifford Welsh, to me known to be the identical persons described in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein set forth.

Witness my hand and notarial seal the day and year last above written.



Kathryn Dealey
Notary Public

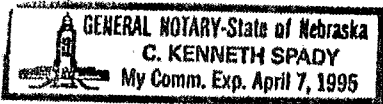
Elmer P. Cole
Landowner

Marion Cole
Landowner

STATE OF NEBRASKA)
) ss
COUNTY OF KEITH)

On this 19th day of July, 1994, before me, the undersigned, a Notary within and for said county, personally came Elmer P. Cole, and, Marion Cole, to me known to be the identical persons described in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein set forth.

Witness my hand and notarial seal the day and year last above written.



C. Kenneth Spady
Notary Public

STATE OF NEBRASKA)
County of Keith) ss

Filed in this office of County Clerk
the 20 day of July
1994 at 10:40 A M
and recorded in Book 70
Thiss Page 338
Donna Messersmith Co.
County Clerk

STATE OF NEBRASKA)
County of Keith) ss

Filed in this office of County Clerk
the _____ day of _____
19____ at _____ M
and recorded in Book _____
Page _____
County Clerk

STATE OF NEBRASKA
County of Keith } ss

Filed in this office of County Clerk

the 26 day of July

2000 at 9:15 A M

and recorded in Book 76

Page 49

Donna [Signature] County Clerk

KE-18

TELECOMMUNICATION LINE RIGHT-OF-WAY EASEMENT

^{Marian mc}
Elmer P. Cole and Marian Cole, Husband and Wife

Brule FON (15-17)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for a good and valuable consideration, the receipt where of is hereby acknowledged do hereby grant unto the ARAPAHOE TELEPHONE COMPANY, a Corporation doing business as ATC Communications, whose post office is Arapahoe, Nebraska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Keith, and State of Nebraska and more particularly described as follows:

A buried cable occupying a 16.5 foot wide parcel in the E 1/3, Section 33, Township 14 North, Range 40 West of the 6th P.M. except that part commencing at the southeast corner of said E 1/3, thence west 330 feet, thence north 330 feet, thence east 330 feet, thence south 330 feet to the point of beginning.

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads, or highways abutting said lands, a telecommunications line or system, and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm, or corporation for communications purposes.

If necessary, said parcel may deviate to go around buildings, structures, trees and inaccessible waste areas. The boundary of said parcel shall be lines parallel to and 8.25 feet either side of said cable or cables or other facilities as may from time to time be necessary, together with the right and privilege of constructing, reconstructing, operating, maintaining and placing thereon and removing therefrom facilities including but not limited to underground cable or cables and surface markers (at fence lines, if any) and any equipment and appurtenances thereto, as the Corporation may from time to time require. The Corporation shall have the right to trim, remove, cut down and keep cut down, trees, brush, stumps and roots and other obstacles within said right-of-way.

The undersigned agrees that all wires and other facilities, including all communications equipment, installed on or under the above-described premises at the Company's expense shall remain the property of the Company removable at the option of the Company.

The undersigned covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those of record.

Grantor shall not be liable for any damage to cable installed by Company in said easement, caused by any third persons or for damage by Grantor to cable done in the course of normal farming operations provided however, Grantor agrees to notify Company before doing any trenching, excavation or other dirt work in said easement, other than normal farming operations such as plowing, seeding, cultivation, and harvesting of crops.

The Company agrees to pay for crop damages caused by the installation or the future maintenance of all wires and other communications facilities. The Company agrees to repair fences damaged during construction or maintenance to a condition as good or better than existing condition.

WITNESS the hands of the undersigned, who covenant that they are the lawful owners of the real estate involved herein, this 24 day of May, 19 2000

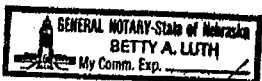
Elmer P. Cole
Elmer P. Cole

Marian Cole
Marian Cole
MARIAN
mc

ACKNOWLEDGMENT

STATE OF Nebraska COUNTY, Keith, SS:
THE FOREGOING INSTRUMENT was acknowledged before me on this 24 day of May, 19 2000
Marian mc
Elmer P. Cole and Marian Cole, Husband and Wife

IN WITNESS WHEREOF, I have set my notarial seal the day and year last above written.



My Appointment Expires 4/14/10

Betty A. Luth
NOTARY PUBLIC

STATE OF NEBRASKA
County of Kearney
Filed in this office of County Clerk
the 10 day of May
2012 at 9:40 A.M.
and recorded as Instrument No.
2012-00810
Sandra Olson
County Clerk
(3) CMC

MEMORANDUM OF WIND LEASE AGREEMENT

THIS MEMORANDUM OF WIND LEASE AGREEMENT ("Memorandum of Lease") is entered into this 10th day of May, 2011 by and between **Elmer P. & Marion Cole** (hereinafter "Lessor"), and **Ogallala Wind LLC**, a Nebraska limited liability company, and its successors and assigns (hereinafter "Lessee").

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Wind Lease Agreement dated June 30, 2011 (the "Effective Date") to lease and demise the Property for wind energy purposes and to grant access and wind easements. Pursuant to the Wind Lease Agreement, Lessee has the exclusive right to use the Property for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Property, all as more fully described in the Wind Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.
2. The initial term of the Wind Lease Agreement is for a period of 6 years, commencing on the Effective Date (the "Development Period"). The Wind Lease Agreement shall automatically be extended for an Operating Term, as defined below, the date on which Lessee begins selling electrical energy generated by all of the Wind Turbines to be included in the Project to a third party power purchaser (the "Operations Date"). Upon the Operations Date, the term of this Agreement shall automatically (and without the need for any additional documentation) extend for an additional twenty-five (25) year term (the "Operating Term"). The Operating Term shall commence upon the Operations Date and shall continue (unless sooner terminated pursuant hereto) for a period ending on the date that is twenty-five (25) years thereafter. In addition, Lessee has a right to extend the Operating Term for additional period of twenty five (25) years, ("Extended Term") upon written notice to Owner.
3. Lessor shall have no ownership or other interest in any wind facilities installed on the Property by Lessee may remove any or all wind facilities at any time.
4. The Wind Lease Agreement and the Easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Wind Lease Agreement shall inure to the benefit of and be binding upon the Lessor and Lessor and, to the extent provided in any assignment or other transfer under the Wind Lease Agreement, any assignee of Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Wind Lease Agreement.
6. The terms and conditions of the Wind Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Wind Lease Agreement and this Memorandum of Lease, the Wind Lease Agreement shall control.

Schedule A

MEMORANDUM OF WIND LEASE

Legal Description of Property

ELMER P & MARION COLE

ALL EX SE1/4 29-14-40

N.24 RDS OF NW1/4 & NE1/4 32-14-40

TR IN S PART NW1/4 & W1/2 SW1/4 32-14-40

E1/3 EX TR 33-14-40

S1/2 OF W2/3 33-14-40

NW1/4 11-14-41

"Lessor(s)"

Elmer Cole
By: by Phil Cole Attorney In Fact
Name: Phil Cole
By: Douglas P. Cole PR Son
Name: Douglas P. Cole Warrior Cole Estate

"Lessee"

Ogallala Wind, LLC
By: [Signature]
Name: Nick Azari
Its: Managing Member

STATE OF NEBRASKA)

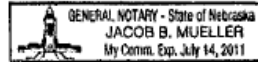
) ss.

COUNTY OF KEITH)

The foregoing instrument was acknowledged before me this 6th day of April, 2011, by Phil Cole Attorney In Fact for Elmer Cole and Douglas P Cole, Personal Representative for the Marjorie Cole Estate, Deceased as Attorney in Fact of Elmer Cole and Douglas P Cole, Personal Representative for the Marjorie Cole Estate, Deceased

Witness my hand and official seal.

My commission expires:



Notary Public

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30 day of June, 2011, by Nick Azari as Managing Member of Ogallala Wind, LLC a Nebraska limited liability company.

Witness my hand and official seal.

My commission expires: October 9, 2011

Notary Public



FARM, RANCH AND LAND PURCHASE AGREEMENT



535 E. Chestnut, P.O. Box 407
Sterling, CO 80751
Office: 970-522-7770/Fax 970-522-7365

FARM, RANCH, AND LAND PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Date: March 4, 2021

The undersigned, _____ as Buyer, agrees to purchase the following Property:

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel # _____ as described in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

NAME(S) FOR DEED: _____ in joint tenancy/tenants in common.

SELLER: _____

2.) **PERSONAL PROPERTY:** The only personal property included is as follows: Inclusions as stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

3.) **TITLE INSURANCE:** Seller agrees to furnish a title insurance policy insuring marketability and Buyer shall be furnished a current title insurance commitment by Seller. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer and Seller.

Seller agrees to convey to Buyer(s) by warranty deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record.

4.) **WATER RIGHTS & EQUIPMENT:** Water rights to be conveyed as stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

5.) **PURCHASE PRICE:** Price. Buyer(s) agrees to pay \$_(Successful Bid)____, on the following terms: an earnest money deposit of \$____ (15% of Successful Bid)____ at this time as shown by the receipt herein. If paid by check, it will be cashed. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent. The balance of the purchase price shall be paid as follows: All Cash: Balance of \$____ (Successful Bid less 15%) shall be paid in cash, or by certified or cashier's check at time of delivery of deed.

6.) **CLOSING:** The closing date of the sale shall be on or before April 9, 2021. Buyer(s) and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker, Reck Agri Realty & Auction, is authorized to transfer the earnest money or

any other funds received to Thalken Title of Ogallala. After the transfer, Broker shall have no further responsibility or liability to Buyer(s) or Seller to account for the funds. Escrow agent's closing fee shall be equally divided between Buyer(s) and Seller. Buyer(s) and Seller to pay their respective fees for recording their documents. County documentary fee/tax to be paid by Seller.

7.) POSSESSION: As stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

8.) TITLE: Seller to pass title by warranty deed free and clear of all liens. Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s). The Buyer(s) to receive a TBD title commitment within Detail brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the Purchase Price after closing. Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record. Title commitments are available for review within the Detail brochure and title commitment and exceptions will be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement.

9.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is, Where Is" including, but not limited to, no physical environmental or legal compliance warranties whatsoever from the Seller.

10.) GROWING CROPS: Growing crops to be conveyed as stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

11.) REAL ESTATE TAXES: See Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021, for terms and conditions of real estate taxes.

12.) FSA DETERMINATION: As stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

13.) BUYER DESIGNATION: Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

14.) MINERAL RIGHTS: As stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

15.) FAX and/or EMAIL: In accordance with the Nebraska Uniform Electronic Transactions Act, Seller and Buyer(s) agree they may contract through facsimile transmission and/or email. Execution and delivery of this purchase agreement may be effected using facsimile transmission or email. If any such transmission is so used, it shall be deemed by the parties to be sufficient, and original copies of such transmissions will not be delivered to either party.

16.) NOXIOUS WEEDS: As stated in Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021.

17.) ACREAGES: All stated acreages are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. The purchase price is for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or publicly stated.

18.) MAINTENANCE: Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

19.) RISK OF LOSS: This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer(s) shall have the right to rescind this agreement, and the earnest money shall be refunded.

20.) SPECIFIC PERFORMANCE: If Buyer is in Default: If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may elect to treat this Agreement as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Agreement as being in full force and effect and Seller has the right to specific performance or damages, or both.

If Seller is in Default: Buyer may elect to treat this Agreement as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Agreement as being in full force and effect and Buyer has the right to specific performance or damages, or both.

21.) This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties. This Agreement and its exhibits constitute the entire Agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. If accepted, this document will become an Agreement between Seller and Buyer. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete Agreement between the parties. This offer is null and void if not accepted by Seller on or before March 4, 2021, at 5 pm, MT.

22.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held March 4, 2021, and in accordance with the terms and conditions of this Purchase Agreement, the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Agreement and the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021. In the event of a conflict between this Agreement and the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021, the Cole Farm, LLC Auction

Detail Brochure Printed: February 12, 2021, as modified by taped oral statements at the auction, shall control.

23.) Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment by File No. 2210053, 2210054, 2210055, 2210056, 2210057 which is attached and made part of this Purchase Agreement.

24.) Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021, is incorporated and made a part of this Purchase Agreement.

25.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

BUYER: _____ DATE: _____
BUYER (Successful Bidder at Cole Farm, LLC Auction)

ADDRESS: _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____
\$ _____ (by Reck Agri Realty & Auction) to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

Reck Agri Realty & Auction
535 E Chestnut
PO Box 407
Sterling, CO 80751
Phone: 970-522-7770, Fax: 970-522-7365

By: _____ DATE: _____
Marc Reck

ACCEPTANCE

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

SELLERS:

DATE: _____

DATE: _____

BUYER(S) PLEASE NOTE

At closing Buyer(s) is required to have cashier's check for the balance of his payments.

SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

BROKER DISCLOSURE

SEE BACK

Agency Disclosure Information for Buyers and Sellers

Company Reck Agri Realty & Auction Agent Name Ben Gardiner

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

_____ **Limited Seller's Agent**

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

_____ **Limited Buyer's Agent**

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

_____ **Limited Dual Agent**

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

_____ **Customer Only** (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:
 - ___ Limited Buyer's Agent Limited Seller's Agent
 - ___ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

_____ **Common Law Agent for** _____ **Buyer** _____ **Seller** (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature) (Date)

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

(Print Client or Customer Name)

Contact Information:

1. Agent name: Ben Gardiner

Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail: bgardiner@reckagri.com

2. Managing Broker: Marc Reck

Reck Agri Realty & Auction
535 E Chestnut, PO Box 407
Sterling, CO 80751
Office: 970-522-7770
Fax: 970-522-7365
E-mail: marcreck@reckagri.com

Items Broker may perform:

- 1.) Conduct showings of properties;
- 2.) Review and explain clauses in the sales contract;
- 3.) Present offers to the seller and counter-offers from the seller;

SAMPLE BIDDER CARD

101

Retain This Registration & Bid!



970-753-1111 1-800-748-2589

535 E Chestnut St. PO Box 407 · Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the terms and conditions of the Cole Farm, LLC Auction Detail Brochure Printed: February 12, 2021 and **verify that I have good funds or financing arranged.**

X _____

No. 101

PRE-REGISTRATION BIDDER REQUEST

PRE-REGISTRATION BIDDER REQUEST LIVE AUCTION

Date: _____

I hereby request approval to participate and bid at the (Auction Name) Auction. To bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **COLE FARM, LLC AUCTION** Detail Brochure, Printed February 12, 2021 and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **Thursday, March 4, 2021 @ 1:30 PM, (MT) in Ogallala, NE.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the Farm, Ranch and Land Purchase Agreement as shown within the above stated Detail Brochure and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. Bank loan approval letter with no contingencies.
- 5) Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
- 6) I intend to place bids for this auction (select one): **In-Person** **Online** **Phone/Proxy**

Bidder(s) or Entity requesting approval:

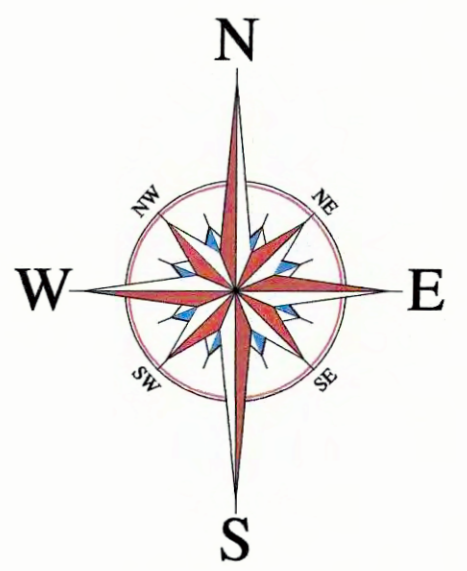
Signature(s):

Bidder #:
(Office Use Only)

Approved by:
Reck Agri Realty & Auction

Ben Gardiner

A SURVEY PLAT OF 4 TRACTS OF LAND LOCATED IN SECTIONS 29, 32 & 33, T.14 N., R.40 W. OF THE 6th P.M., KEITH COUNTY, NEBRASKA

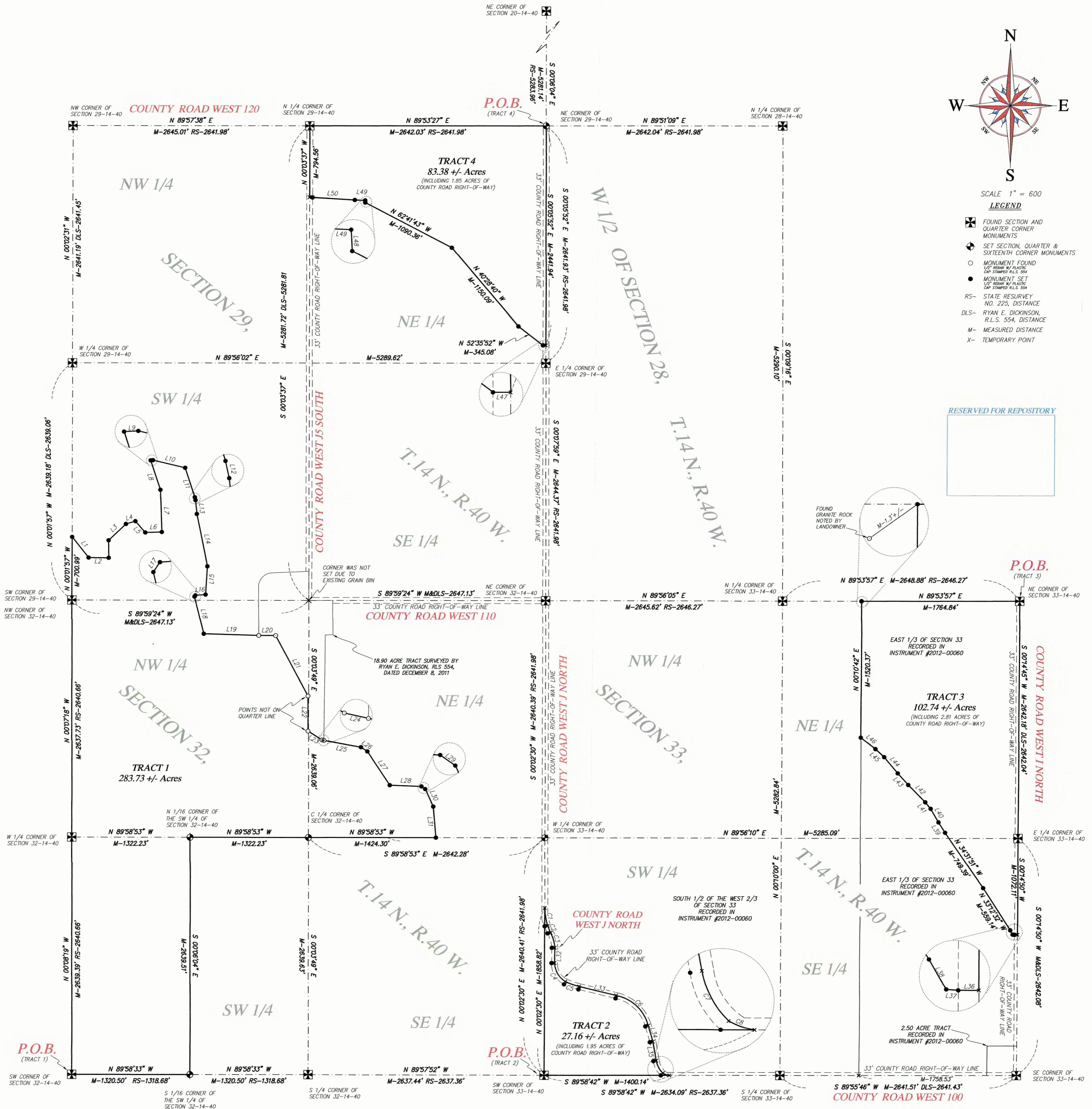


SCALE 1" = 600'

LEGEND

- ✠ FOUND SECTION AND QUARTER CORNER MONUMENTS
- ⊕ SET SECTION, QUARTER & SIXTEENTH CORNER MONUMENTS
- MONUMENT FOUND 1/2" REBAR W/ PLASTIC CAP STAMPED R.L.S. 554
- MONUMENT SET 1/2" REBAR W/ PLASTIC CAP STAMPED R.L.S. 554
- RS- STATE RESURVEY NO. 225, DISTANCE
- DLS- RYAN E. DICKINSON, R.L.S. 554, DISTANCE
- M- MEASURED DISTANCE
- X- TEMPORARY POINT

RESERVED FOR REPOSITORY



SURVEYOR'S STATEMENT

I, Ryan E. Dickinson, a Registered Land Surveyor in the State of Nebraska, do hereby state that the survey represented by this plat was made under my supervision, and the monuments shown thereon actually exist, and this plat accurately represents said survey to the best of my knowledge and belief.

by: Ryan E. Dickinson
Nebraska Registered Land Surveyor
Registration No. 554

Dickinson Land Surveyors, Inc.
Nebraska and Colorado Certified
302 Diamond Springs Trail, Ogallala, Nebraska 69153
Office: 308-284-8440 www.dickinsonlandsurveyors.com

CLIENT: COLE FARMS, LLC
DATE OF SURVEY: 29 JAN 2021
PAGE 1 OF 2 PROJECT #: 21-011

