

**DETAIL BROCHURE
TESSS FARMS INC
LAND AUCTION
March 10, 2022
PRINTED: March 2, 2022**

TESSS FARMS INC LAND AUCTION

Cheyenne County, Nebraska

TO BE SOLD AT

MULTI PARCEL AUCTION with NO RESERVE

ON

Thursday, March 10, 2022

10:30 AM, MT

Country Inn & Suites

Sidney, Nebraska

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

Marc Reck, Broker or Ben Gardiner, Salesperson



535 E Chestnut, P.O. Box 407, Sterling, CO 80751
(970) 522-7770 or 1-800-748-2589
marcreck@reckagri.com
www.reckagri.com

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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: The TESSS Farms Inc Land Auction will be held Thursday, March 10, 2022 at 10:30 am, MT at the Country Inn & Suites, Sidney, NE. **In the event of inclement weather, visit reck-agri.com , our Facebook page, and/or local radio station.**

OVERVIEW: TESSS Farms Inc is offering their Cheyenne County, NE property for sale at auction! This auction features seven parcels of land comprised of pivot irrigated cropland, dry cropland, pasture, and expired CRP. Situated 10.1± miles southwest of Lodgepole, NE and Interstate 80 or 13± miles northwest of Crook, CO. Featuring 1,834± total acres offered in 7 Parcels, 3 Combos, Pivot Irr Unit, and Farm Unit. Possession upon closing; no growing crops. Predominantly Class I & II soils. Terrain for the majority of the pivot irrigated and dry farmland is level to slightly rolling. Seller is reserving 50% non-participating mineral right royalty interest for 15 years. Some of the property being sold has been within the same family for over 113 years and once sold may never be publicly offered for sale for generations. This auction provides a diversified offering of properties for Buyer(s) looking for pivot irrigation, dryland, upland bird hunting, and/or the livestock operator.

SALE TERMS/PROCEDURE: The "TESSS FARMS INC LAND AUCTION" is a land auction with NO RESERVE. Competitive bids will determine outcome of auction and the Seller to enter into a contract to purchase with the highest bidder(s). Property to be offered in 7 Parcels, 3 Combos, Pivot Irr, and Farm Unit. The parcels, combos, and units will be offered in the sale order as stated within the brochure. The parcels, combos, and units will compete to determine the highest aggregate bid(s). 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 AGREEMENT: Immediately following the conclusion of the auction, the highest bidder(s) will sign Disclosure of Brokerage Relationships in Real Estate Transactions 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. Said earnest money is due upon the signing of the Farm, Ranch, and Land Purchase Agreement and to be deposited with Reck Agri Realty & Auction. Farm, Ranch, and Land Purchase Agreement will not be contingent upon financing. Terms and conditions in the Detail Brochure and oral announcements shall be incorporated and made a part of the Farm, Ranch, and Land Purchase Agreement. Sample Farm, Ranch, and Land Purchase Agreement 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 April 8, 2022. Closing to be conducted by Thalken Title Company 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, encumbrances, special assessments levied or assessed, and subject to the royalty reservation set forth herein and all easements, restrictions, covenants, reservations, and rights of way of record and other standard exceptions in the title insurance policy insuring title. 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, & Land Purchase Agreement. 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), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. 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 the royalty reservation set forth herein; and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record, and other standard exceptions in the title insurance policy insuring title

POSSESSION: Possession upon closing.

PROPERTY CONDITION: 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 & EQUIPMENT: Seller to convey all Seller's water rights, water wells, well permits, and equipment appurtenant to the property whether for irrigation or livestock use. Each of the wells are subject to the rules, regulations, and limitations of the Nebraska Department of Natural Resources and the South Platte Natural Resource District. Water rights are being sold AS IS-WHERE IS without warranty or guarantee of any water right matters, pumping rates or adequacy of livestock or irrigation wells, and/or condition of all livestock or irrigation equipment.

GROWING CROPS: No growing crops.

REAL ESTATE TAXES: 2021 Real Estate Taxes due in 2022 to be paid by Seller, at closing. 2022 Real Estate Taxes due in 2023 and thereafter to be paid by Buyer(s).

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combos, or Units as designated within 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: Legal descriptions are subject to existing fence/field boundaries or land-use trades, if any. Property is being offered without the improvement sites. Seller to provide survey of excluded parcels.

MINERALS: Seller is reserving 50% of nonparticipating royalty interest in all oil, gas, and minerals which may be produced from the real estate for a period of 15 years after the date of closing. If production occurs during such 15 year period, then this royalty reservation shall continue as long as there is production in paying quantities. This royalty reservation will be included in the deed transferred to Buyer(s).

NOXIOUS WEEDS: There may be areas infested by noxious weeds. The location of and the density of noxious weeds is unknown at this time.

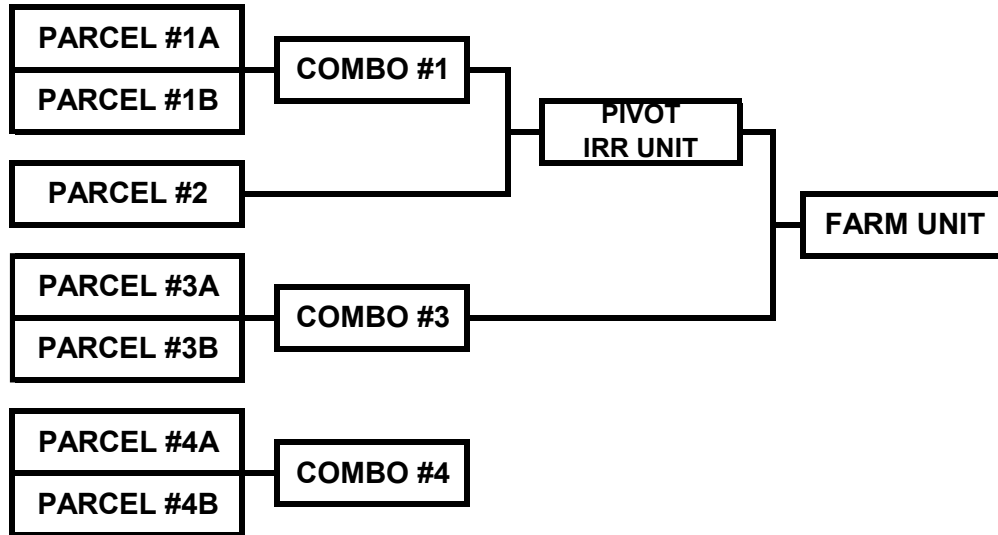
ACREAGES: All stated acreages in the Color Brochure, Detail Brochure, and visual presentation at the auction are approximate and are obtained from aerial photos from the FSA office. The county tax records may indicate different acreages and no warranty is expressed or implied as to exact acreages of 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 stated at the 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. All equipment and improvements are to be 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. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for the "TESSS FARMS INC LAND 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.

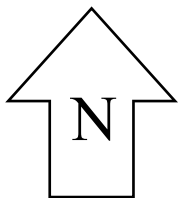
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AUCTION BRACKET & SALE ORDER

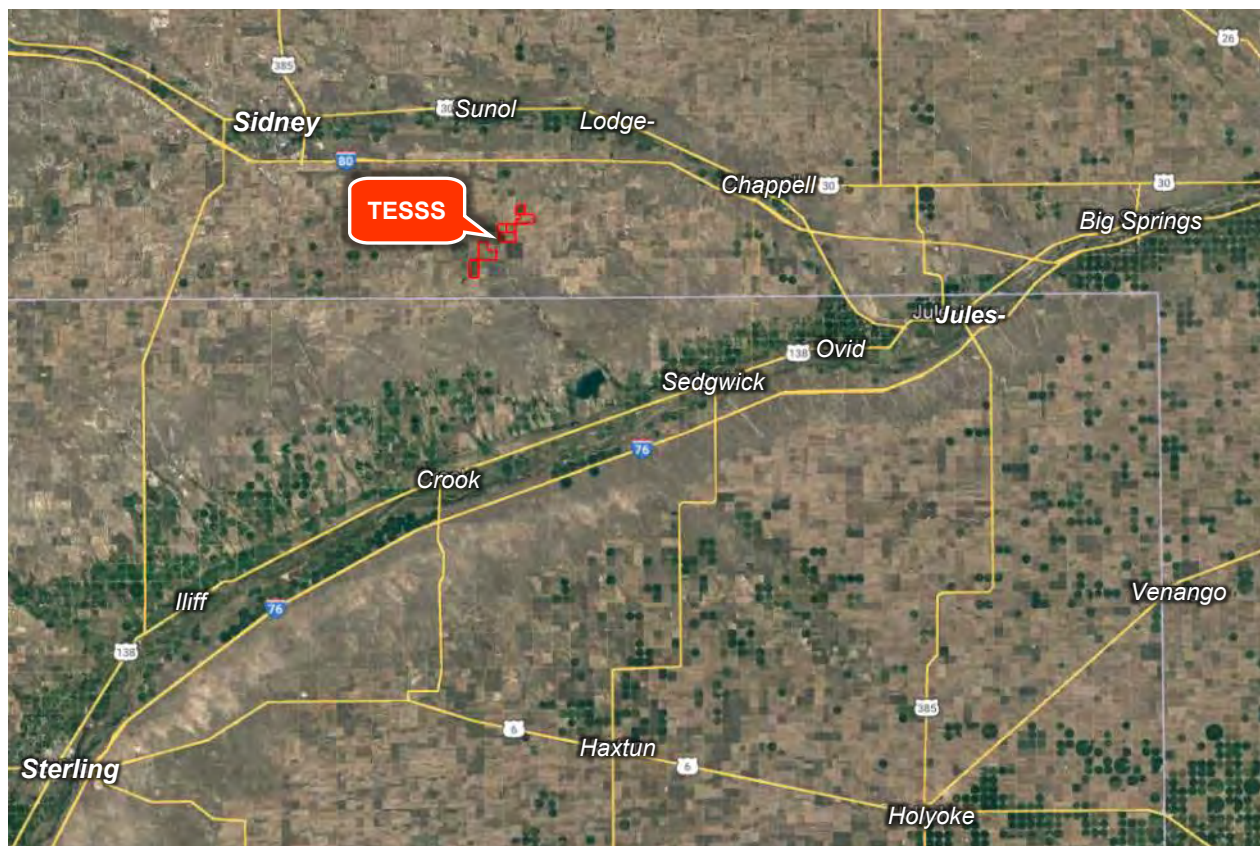


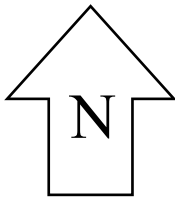
SALE ORDER
PARCEL #1A
PARCEL #1B
COMBO #1
PARCEL #2
PIVOT IRR UNIT
PARCEL #3A
PARCEL #3B
COMBO #3
FARM UNIT
PARCEL #4A
PARCEL #4B
COMBO #4

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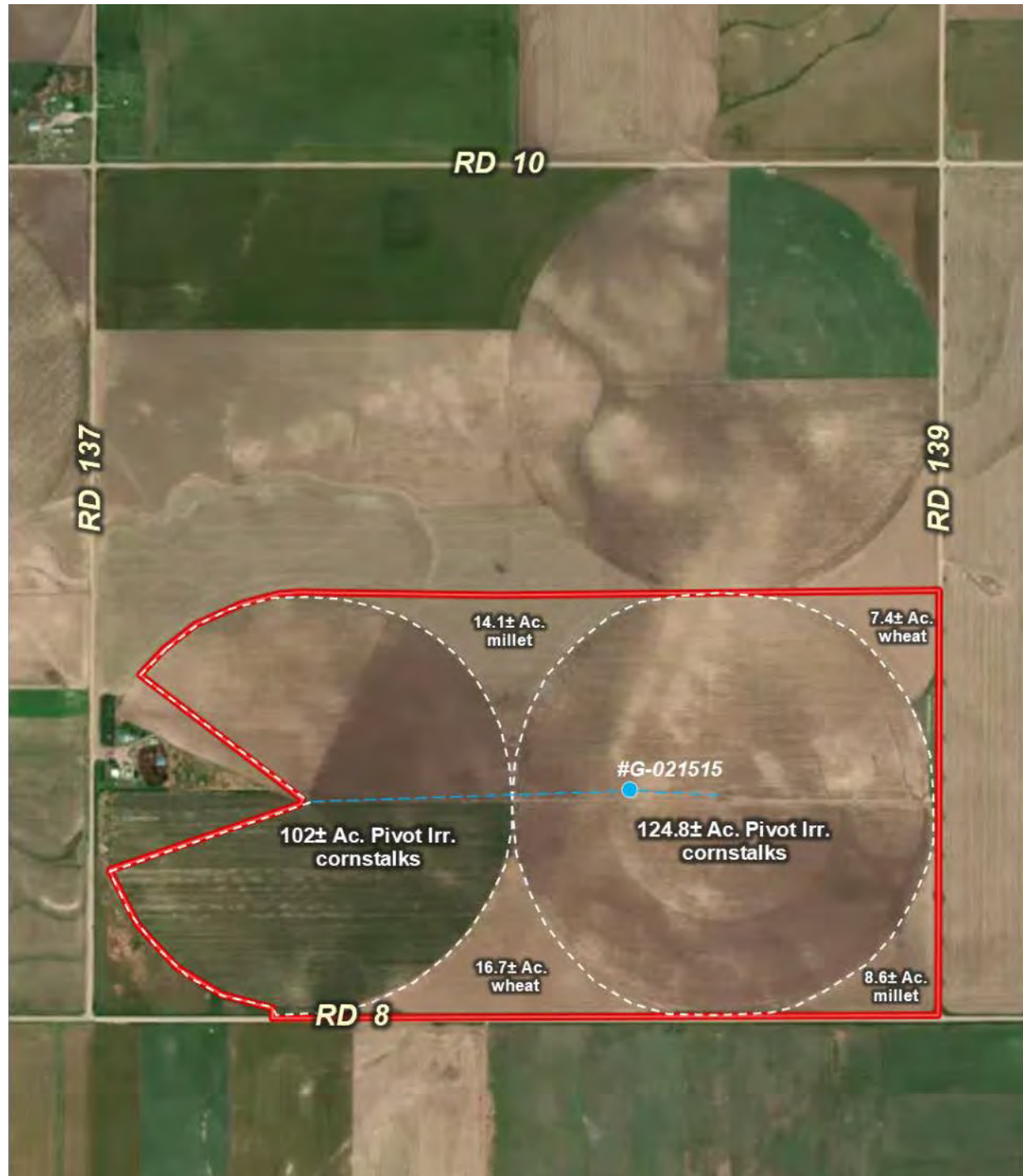


LOCATION MAP





PARCEL #1A - PLAT MAP



PARCEL #1A
PROPERTY INFORMATION

LEGAL DESCRIPTION: S1/2 of Section 32, Township 13 North, Range 47 West of the 6th PM, Cheyenne County, NE, less a 42.95 acre parcel. Survey of excluded 42.95 acre parcel shown on Page 69.
See Pages 70-89 for legal description, title commitment, and title exceptions.

ACREAGE: 226.8± Acres Pivot Irrigated
46.8± Acres Dryland Corners
8.1± Acres Roads
281.7± Total Acres

SOILS: Soils consist of primarily class I soils with areas of class II.
See Soils Map on Page 30

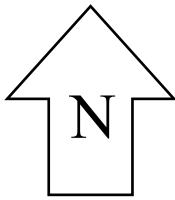
TAXES: 2021 real estate taxes payable in 2022 are: \$8,215.75

FSA INFORMATION: FSA bases: 85.0 ac corn w/ 155 bu PLC yield, 128.4 ac wheat w/ 40 bu PLC yield, and 14.9 ac soybean w/ 31 bu PLC yield.

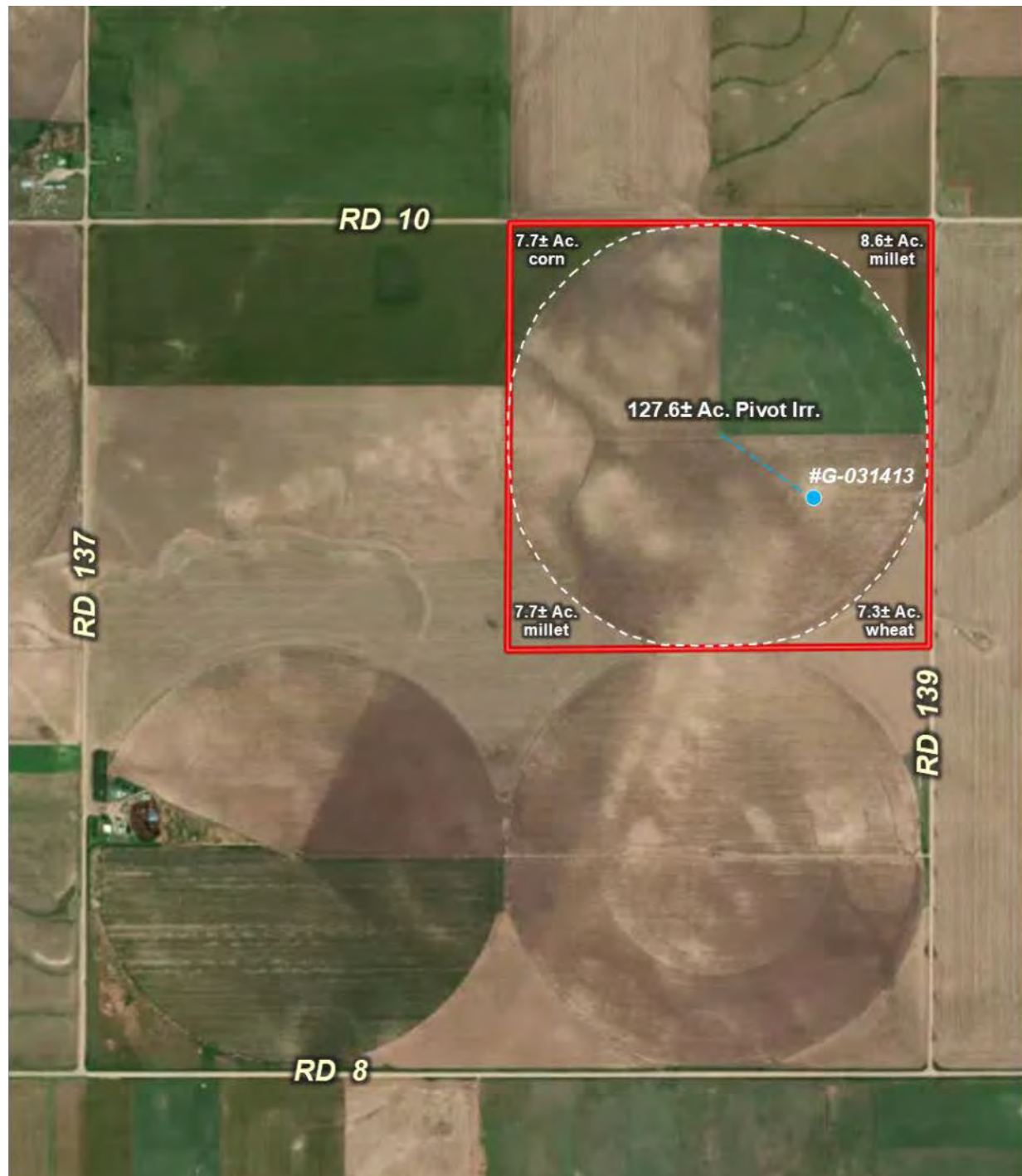
IRRIGATION WATER & EQUIPMENT: Irrigation well #G-021515 w/ 238.5 SPNRD certified acres and 49.0 allocated inches. 7 tower Reinke & 8 tower Lockwood sprinklers, 125 HP motor. The above irrigation well provides water to both pivots. One pivot at a time may be operated. The overhang on the east pivot may collide with the pivot on Parcel #1B if not operated correctly.
See Pages 35-42 for copy of well permit, well log, well efficiency test, well registration, and South Platte NRD water summary report showing water usage and available allocation.

COMMENTS: Currently 226.8 ac corn stalks, 24.1 ac wheat stubble, 22.7 ac millet stubble

BID PRICE:



PARCEL #1B - PLAT MAP



PARCEL #1B
PROPERTY INFORMATION

LEGAL DESCRIPTION: NE1/4 of Section 32, Township 13 North, Range 47 West of the 6th PM, Cheyenne County, NE.
See Pages 70-89 for legal description, title commitment, and title exceptions.

ACREAGE: 127.6± Acres Pivot Irrigated
31.3± Acres Dryland Corners
1.6± Acres Roads
160.5± Total Acres

SOILS: Soils consist of primarily class I soils w/ areas of class II, III, & IV.
See Soils Map on Page 31

TAXES: 2021 real estate taxes payable in 2022 are: \$4,330.22

FSA INFORMATION: FSA bases: 47.8 ac corn w/ 155 bu PLC yield, 75.6 ac wheat w/ 40 bu PLC yield, and 8.7 ac soybeans w/ 31 bu PLC yield.

IRRIGATION WATER & EQUIPMENT: Irrigation well #G-031413 with 127.0 SPNRD certified acres and 49.0 allocated inches. 7 tower Lockwood sprinkler with 75 HP motor. The overhang on the east pivot of Parcel #1A may collide with the pivot on Parcel #1B if not operated correctly.
See Pages 43-50 for copy of well permit, well log, well efficiency test, well registration, and South Platte NRD water summary report showing water usage and available allocation.

COMMENTS: Currently in cornstalks, wheat stubble, and millet stubble.

BID PRICE:



COMBO #1 PROPERTY INFORMATION

LEGAL

DESCRIPTION: See Parcels #1A & #1B.

ACREAGE: 354.4± Acres Pivot Irrigated
 78.1± Acres Dryland Corners
 9.7± Acres Roads
 442.2± Total Acres

SOILS: See Parcels #1A & #1B.

TAXES: 2021 real estate taxes payable in 2022 are: \$12,545.97

FSA INFORMATION: See Parcels #1A & #1B.

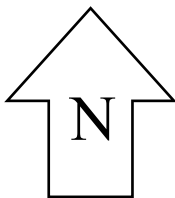
IRRIGATION

WATER &

EQUIPMENT: See Parcels #1A & #1B.

COMMENTS: See Parcels #1A & #1B.

BID PRICE:



PARCEL #2 - PLAT MAP



PARCEL #2
PROPERTY INFORMATION

LEGAL DESCRIPTION: NW1/4 of Section 28, less tract, Township 13 North, Range 47 West of the 6th PM, Cheyenne County, NE. See page 90 for copy of survey.
See Pages 91-103 for legal description, title commitment, and title exceptions.

ACREAGE: 129.6± Acres Pivot Irrigated
20.6± Acres Dryland Corners
6.3± Acres Roads
156.5± Total Acres

SOILS: Soils consist of primarily class I soils w/ areas of class II, III, & IV.
See Soils Map on Page 32

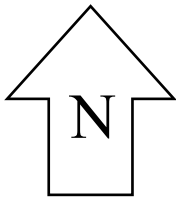
TAXES: 2021 real estate taxes payable in 2022 are: \$4,204.78

FSA INFORMATION: FSA bases: 48.6 ac corn w/ 155 bu PLC yield, 69.2 c wheat w/ 40 bu PLC yield, and 8.0 ac soybeans w/ 31 bu PLC yield.

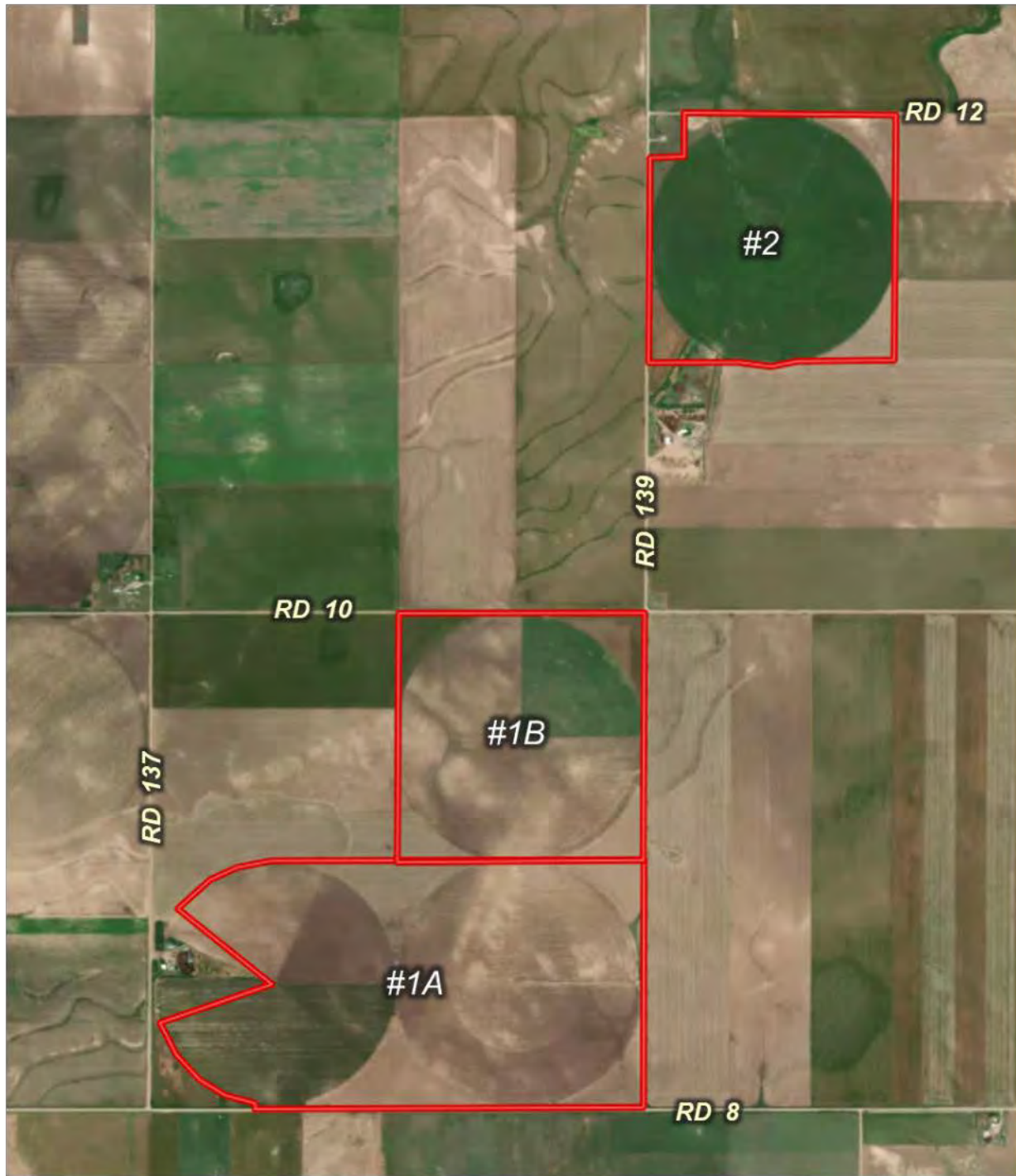
IRRIGATION WATER & EQUIPMENT: Well #G-037867 w/ 129.0 SPNRD certified acres and 49.0 allocated inches. 7 tower Zimmatic sprinkler with 75 HP motor.
See Pages 45-59 for copy of well permit, well log, well efficiency test, well registration, and South Platte NRD water summary report showing water usage and available allocation.

COMMENTS: Corners are in wheat stubble and millet stubble.

BID PRICE:



PIVOT IRRIGATED UNIT - PLAT MAP



PIVOT IRRIGATED UNIT PROPERTY INFORMATION

LEGAL

DESCRIPTION: See Parcels #1A, #1B, & #2.

ACREAGE: 484.0± Acres Pivot Irrigated
98.7± Acres Dryland Corners
16.0± Acres Roads
598.7± Total Acres

SOILS: See Parcels #1A, #1B, & #2.

TAXES: 2021 real estate taxes payable in 2022 are: \$16,750.75

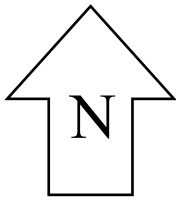
FSA INFORMATION: See Parcels #1A, #1B, & #2.

IRRIGATION

**WATER &
EQUIPMENT:** See Parcels #1A, #1B, & #2.

COMMENTS: See Parcels #1A, #1B, & #2.

BID PRICE:



PARCEL #3A - PLAT MAP



PARCEL #3A
PROPERTY INFORMATION

LEGAL DESCRIPTION: SE1/4 Section 28 and the 118.59 acre tract in the SW1/4 of Section 28 as described by the survey on Page 104, Township 13 North, Range 47 West of the 6th PM, Cheyenne County, NE.
See Pages 105-116 for legal description, title commitment, and title exceptions.

ACREAGE: 275.6± Acres Dryland
3.6± Acres Roads
279.2± Total Acres

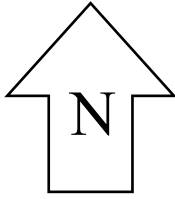
SOILS: Soils consist of class II soils.
See Soils Map on Page 33.

TAXES: 2021 real estate taxes payable in 2022 are: \$1,765.86

FSA INFORMATION: FSA bases: 187.6 ac wheat w/ 40 bu PLC yield and 19.5 ac barley w/ 37 bu PLC yield..

COMMENTS: Currently wheat stubble and millet stubble.

BID PRICE:



PARCEL #3B - PLAT MAP



PARCEL #3B
PROPERTY INFORMATION

LEGAL DESCRIPTION: NW1/4 of Section 32, Township 13 North, Range 47 West of the 6th PM, Cheyenne County, NE.
See Pages 117-127 for legal description, title commitment, and title exceptions.

ACREAGE: 157.5± Total Acres Dryland

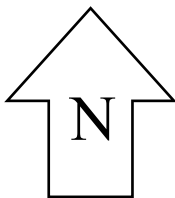
SOILS: Soils consist of primarily class II soils with areas of class III & IV
See Soils Map on Page 34.

TAXES: 2021 real estate taxes payable in 2022 are: \$945.22

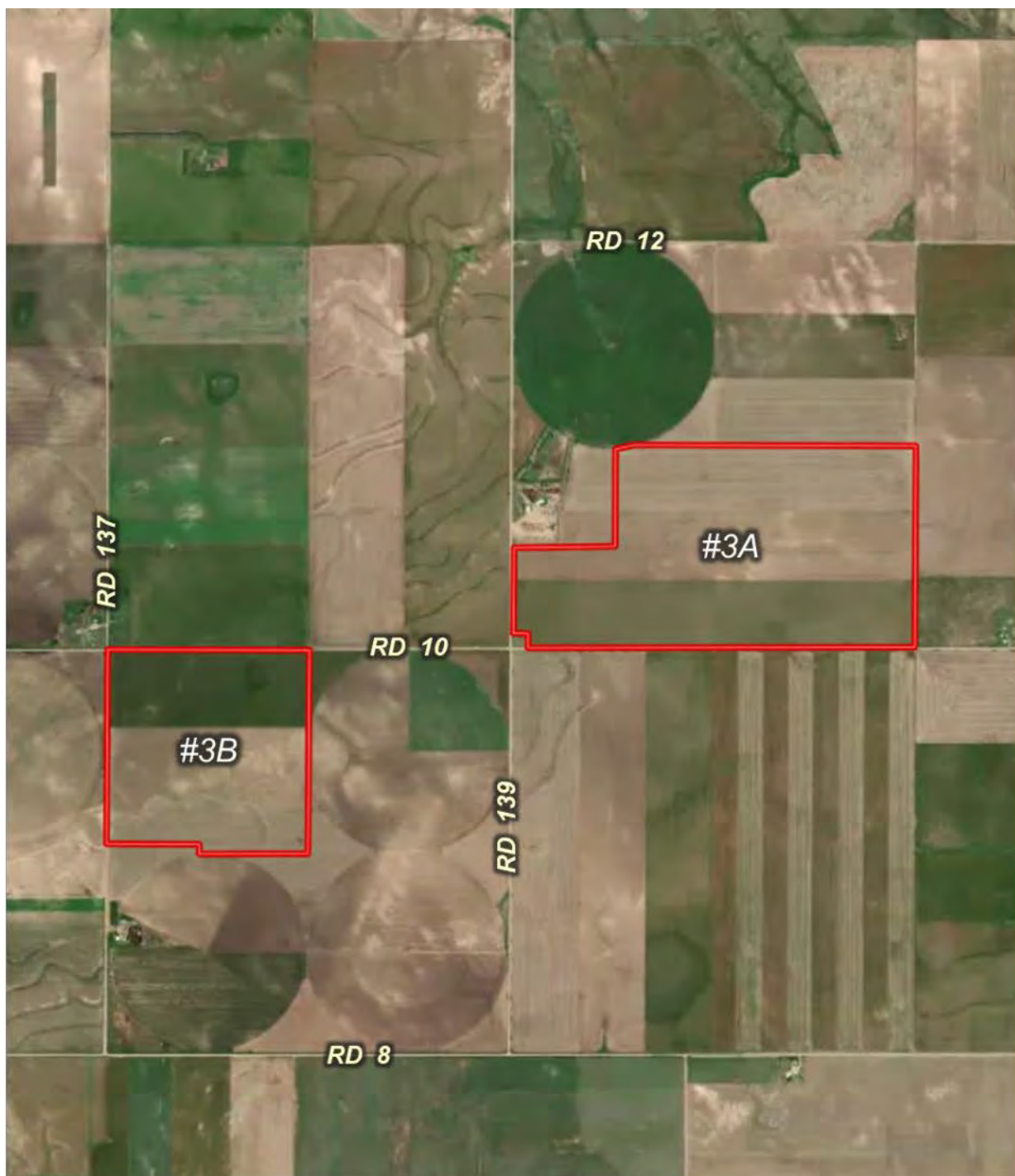
FSA INFORMATION: FSA bases: 107.2 ac wheat w/ 40 bu PLC yield and 11.1 ac barley w/ 37 bu PLC yield.

COMMENTS: Currently in cornstalks, wheat stubble and millet stubble.

BID PRICE:



COMBO #3 - PLAT MAP



COMBO #3 PROPERTY INFORMATION

LEGAL

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

ACREAGE: 433.1± Acres Dryland
 3.6± Acres Roads
 436.7± Total Acres

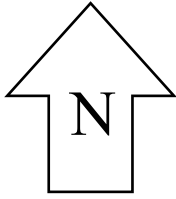
SOILS: See Parcels #3A & #3B.

TAXES: 2021 real estate taxes payable in 2022 are: \$2,711.08

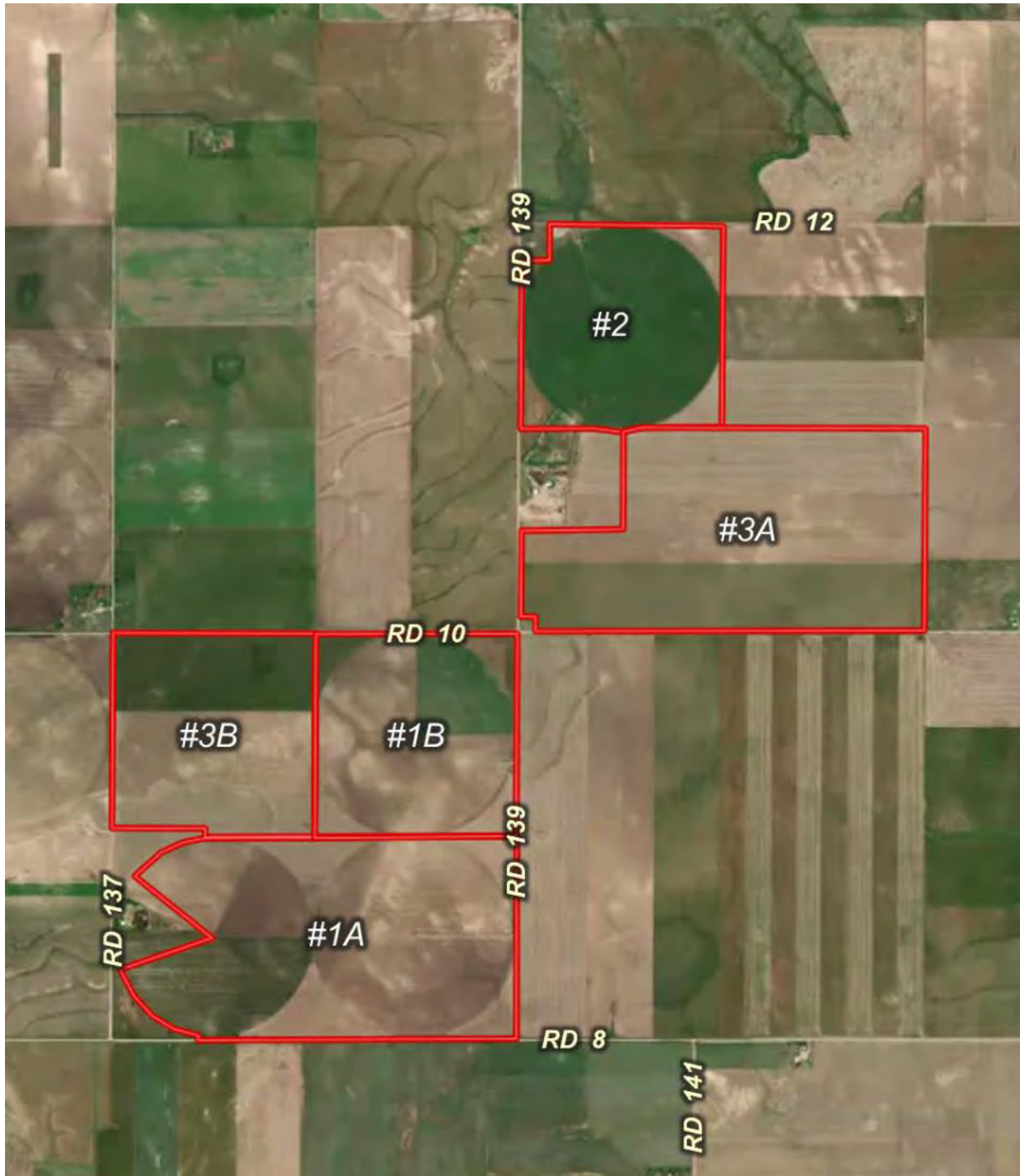
FSA INFORMATION: See Parcels #3A & #3B.

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

BID PRICE:



FARM UNIT - PLAT MAP



FARM UNIT PROPERTY INFORMATION

LEGAL

DESCRIPTION: See Parcels #1A, #1B, #2, #3A, & #3B.

ACREAGE: 484.0± Acres Pivot Irrigated
 531.8± Acres Dryland
 19.6± Acres Roads
 1035.4± Total Acres

SOILS: See Parcels #1A, #1B, #2, #3A, & #3B.

TAXES: 2021 real estate taxes payable in 2022 are: \$19,461.83

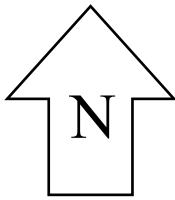
FSA INFORMATION: See Parcels #1A, #1B, #2, #3A, & #3B.

IRRIGATION

**WATER &
EQUIPMENT:** See Parcels #1A, #1B, #2, #3A, & #3B.

COMMENTS: See Parcels #1A, #1B, #2, #3A, & #3B.

BID PRICE:



PARCEL #4A - PLAT MAP



PARCEL #4A
PROPERTY INFORMATION

LEGAL DESCRIPTION: SW1/4 of Section 1 and E1/2 of Section 2, Township 12 North, Range 48 West of the 6th PM, Cheyenne County, NE.
See Pages 128-139 for legal description, title commitment, and title exceptions.

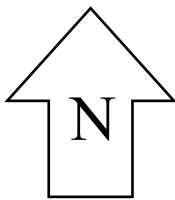
ACREAGE: 478.3± Total Acres Pasture

TAXES: 2021 real estate taxes payable in 2022 are: \$2,132.28

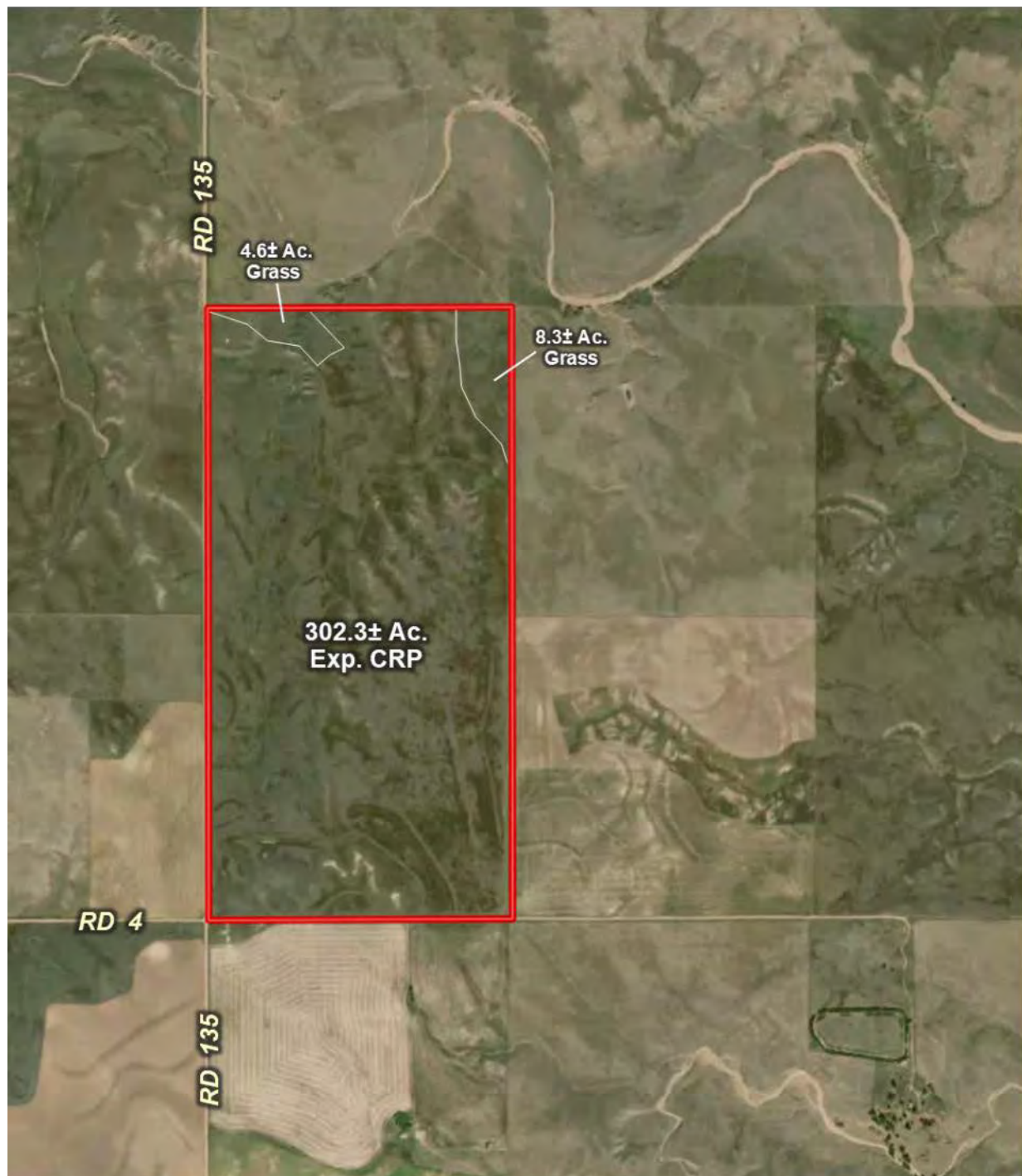
WATER & EQUIPMENT: Two stock wells—one submersible and one pump jack.

COMMENTS: Perimeter barbed wire fencing.

BID PRICE:



PARCEL #4B - PLAT MAP



PARCEL #4B
PROPERTY INFORMATION

**LEGAL
DESCRIPTION:**

W1/2 of Section 11, Township 12 North, Range 48 West of the 6th PM,
Cheyenne County, NE.
See Pages 140-149 for legal description, title commitment, and title excep-
tions.

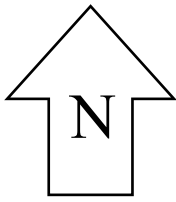
ACREAGE:

302.3± Acres Expired CRP
12.9± Acres Pasture
6.0± Acres Roads
321.2± Total Acres

TAXES:

2021 real estate taxes payable in 2022 are: \$1,638.84

BID PRICE:



COMBO #4 - PLAT MAP



COMBO #4 PROPERTY INFORMATION

LEGAL

DESCRIPTION:

See Parcels #4A & #4B.

ACREAGE:

491.2± Acres Pasture
302.3± Acres Expired CRP
6.0± Acres Roads
799.5± Total Acres

TAXES:

2021 real estate taxes payable in 2022 are: \$3,771.12

WATER &

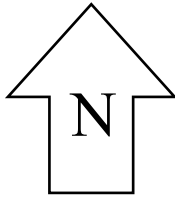
EQUIPMENT:

See Parcel #4A.

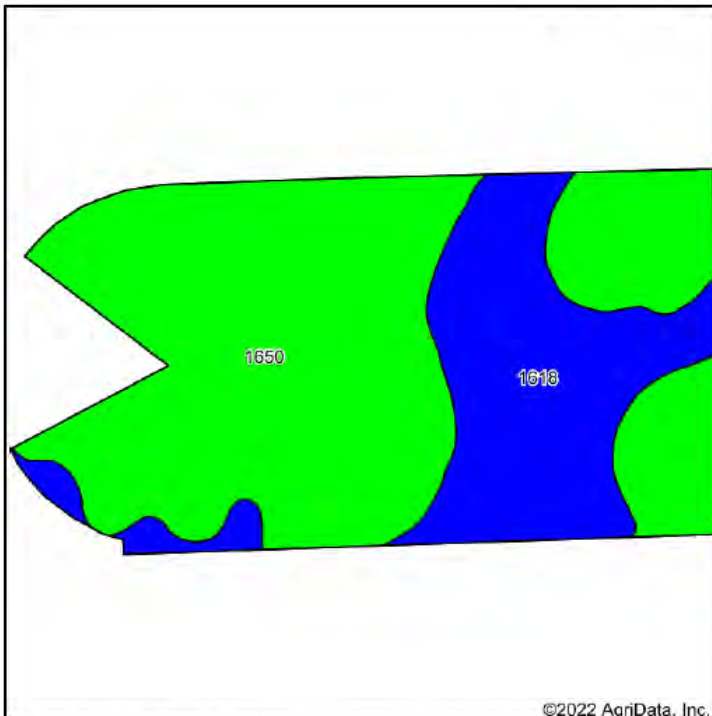
COMMENTS:

See Parcel #4A.

BID PRICE:

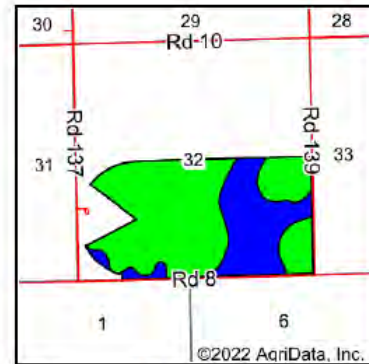


SOILS MAP - Parcel #1A



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Soils data provided by USDA and NRCS.



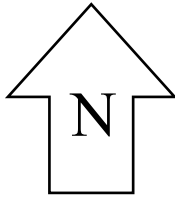
State: **Nebraska**
 County: **Cheyenne**
 Location: **32-13N-47W**
 Township: **Lodgepole**
 Acres: **274.8**
 Date: **1/27/2022**

Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
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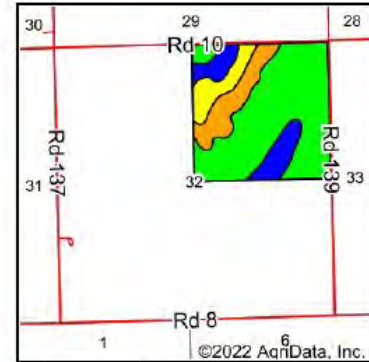
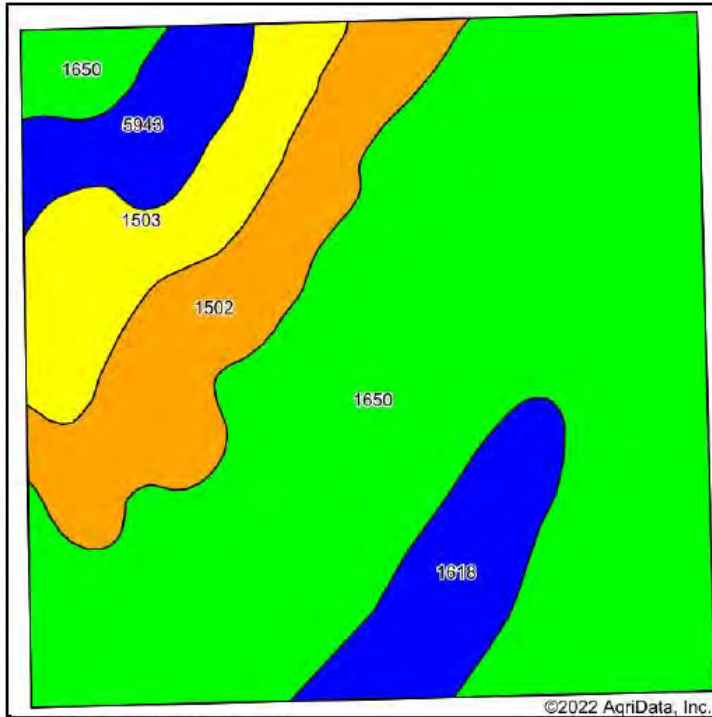


Area Symbol: NE033, Soil Area Version: 21												
Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Winter wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1650	Kuma loam, 0 to 1 percent slopes	193.50	70.4%		lw		144	38	79	58	28	30
1618	Keith loam, 1 to 3 percent slopes	81.30	29.6%		lle	6	134			54	30	32
Weighted Average					1.30	1.8	141	26.8	55.6	*n 56.8	*n 28.6	*n 30.6

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.



SOILS MAP - Parcel #1B



State: **Nebraska**
 County: **Cheyenne**
 Location: **32-13N-47W**
 Township: **Lodgepole**
 Acres: **157.71**
 Date: **1/27/2022**

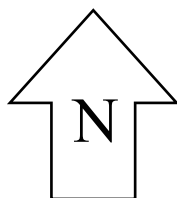
Maps Provided By
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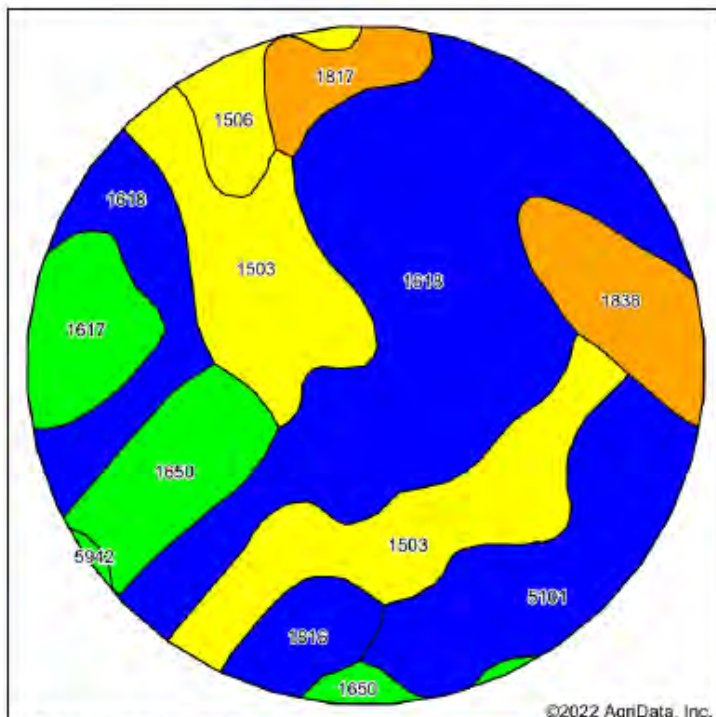
Area Symbol: NE033, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Winter wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	
1650	Kuma loam, 0 to 1 percent slopes	101.41	64.3%		Iw		144	38	79	58	28	30	
1502	Altvan loam, 1 to 3 percent slopes	21.37	13.6%		Ille	4	118	31		42	22	24	
1503	Altvan loam, 3 to 6 percent slopes	14.59	9.3%		IVe		87			33	15	20	
1618	Keith loam, 1 to 3 percent slopes	11.97	7.6%		Ile	6	134			54	30	32	
5943	Duroc loam, 1 to 3 percent slopes	8.37	5.3%		Ile	6	140	38		42	19	27	
Weighted Average						1.68	1.3	134.2	30.7	50.8	*n 52.4	*n 25.7	*n 28.3

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

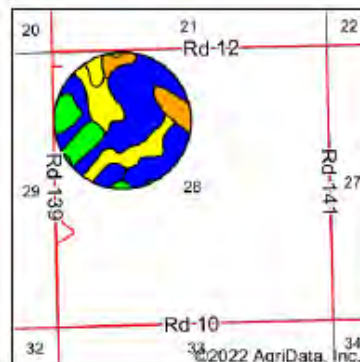


SOILS MAP - Parcel #2



Soils data provided by USDA and NRCS.

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State: **Nebraska**
 County: **Cheyenne**
 Location: **28-13N-47W**
 Township: **Lodgepole**
 Acres: **124.73**
 Date: **1/27/2022**

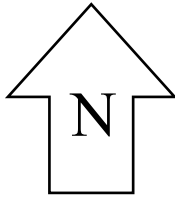
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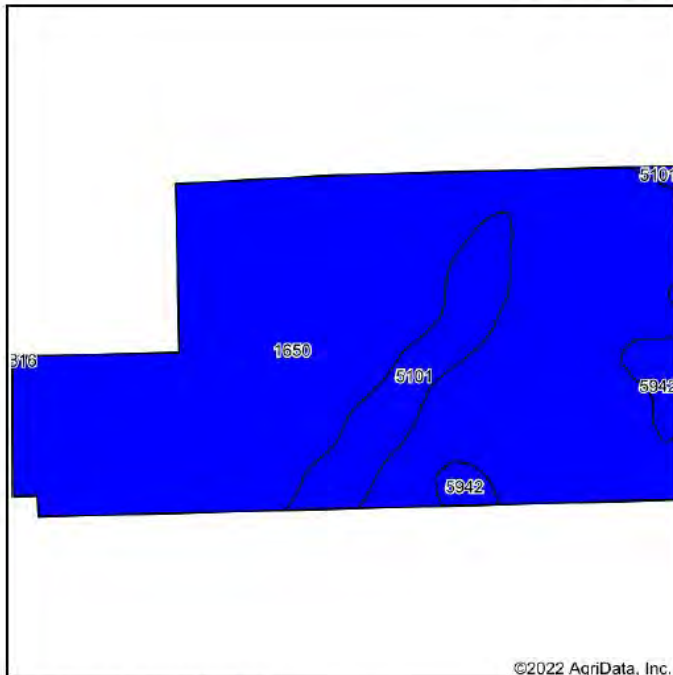
Area Symbol: NE033, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Irr class Legend	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Dry beans Irrigated Bu	Sugar beets Irrigated Tons	Winter wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	
1618	Keith loam, 1 to 3 percent slopes	48.88	39.2%		IIE	6	134				64	30	32	
1503	Altvan loam, 3 to 6 percent slopes	25.86	20.7%		IYE		87				33	15	20	
5101	Alliance loam, 1 to 3 percent slopes	14.48	11.6%		IIE	5	140	38			50	24	33	
1650	Kuma loam, 0 to 1 percent slopes	9.25	7.4%		IW		144	38		79	56	26	30	
1838	Sidney loam, 3 to 6 percent slopes	7.69	6.2%		IIIE	4	125	30			36	17	23	
1617	Keith loam, 0 to 1 percent slopes	6.47	5.2%		IW	6	133	36	23		55	29	31	
1816	Satanta loam, gravelly substratum, 1 to 3 percent slopes	4.15	3.3%		IIE	5	140	38			49	21	30	
1817	Satanta loam, gravelly substratum, 3 to 6 percent slopes	3.99	3.2%		IIIE	5	125	30			46	20	29	
1506	Altvan-Dix complex, 3 to 9 percent slopes	3.69	3.0%		IYE						32	16	18	
5942	Duroc loam, 0 to 1 percent slopes	0.27	0.2%		IW						60	30	33	
Weighted Average						2.44	3.8	120.7	13.2	1.2	5.9	*n 47.5	*n 24.2	*n 28.3

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

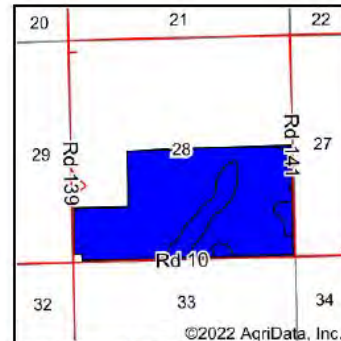


SOILS MAP - Parcel #3A



Soils data provided by USDA and NRCS.

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State: **Nebraska**
County: **Cheyenne**
Location: **28-13N-47W**
Township: **Lodgepole**
Acres: **271.11**
Date: **1/27/2022**

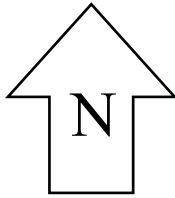
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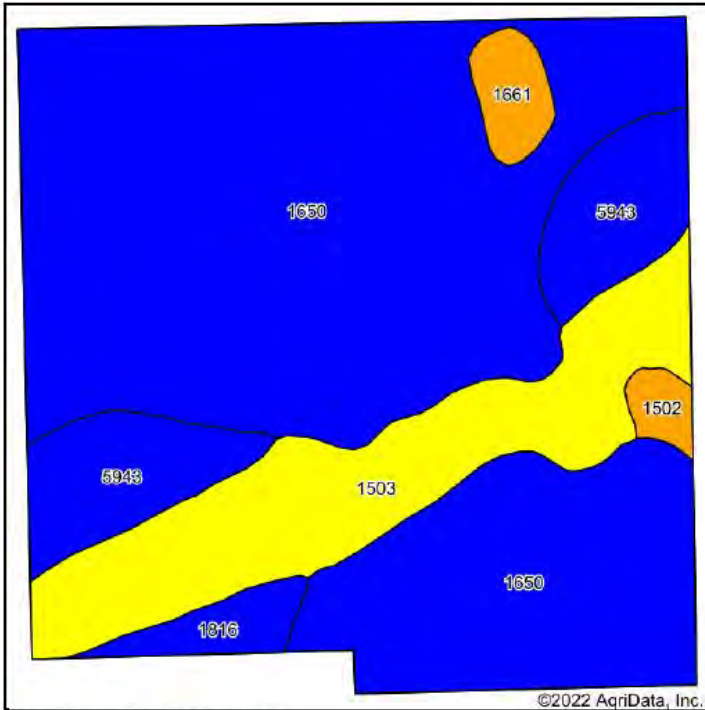
Area Symbol: NE033, Soil Area Version: 21										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Millet Bu	Winter wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1650	Kuma loam, 0 to 1 percent slopes	236.36	87.2%		IIC		40	58	28	30
5101	Alliance loam, 1 to 3 percent slopes	26.03	9.6%		IIE	25	41	50	24	33
5942	Duroc loam, 0 to 1 percent slopes	8.58	3.2%		IIC			60	30	33
1816	Satanta loam, gravelly substratum, 1 to 3 percent slopes	0.14	0.1%		IIE	24	38	49	21	30
Weighted Average					2.00	2.4	38.8	*n 57.3	*n 27.7	*n 30.4

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

Soils data provided by USDA and NRCS.

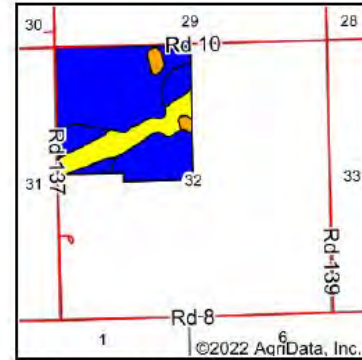


SOILS MAP - Parcel #3B



Soils data provided by USDA and NRCS.

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State: **Nebraska**
 County: **Cheyenne**
 Location: **32-13N-47W**
 Township: **Lodgepole**
 Acres: **151.77**
 Date: **1/27/2022**

Map Provided By



© AgriData, Inc. 2021



Area Symbol: NE033, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Grain sorghum Bu	Millet Bu	Winter wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains
1650	Kuma loam, 0 to 1 percent slopes	102.78	67.7%		IIc			40	58	28	30
1503	Altvan loam, 3 to 6 percent slopes	26.09	17.2%		IVe	29		22	33	15	20
5943	Duroc loam, 1 to 3 percent slopes	15.23	10.0%		IIe			45	42	19	27
1816	Satanta loam, gravelly substratum, 1 to 3 percent slopes	3.21	2.1%		IIe		24	38	49	21	30
1661	Lodgepole silt loam, frequently ponded	2.93	1.9%		IIIw				32	20	13
1502	Altvan loam, 1 to 3 percent slopes	1.53	1.0%		IIle		17	32	42	22	24
Weighted Average					2.37	5	0.7	36.5	*n 51.2	*n 24.5	*n 27.6

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

PARCEL #1A—WELL PERMIT #G-021515

[Return to Search Page](#)

Nebraska Department of Natural Resources

Processed: 1/25/2022 5:58:49 PM

Registration number G-021515

Note: Missing Data Indicates that the Information is Not Available Electronically.



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-021515 WellID: 27825 View Scans	I - Irrigation A - Active Registered Well	Cheyenne South Platte 13N 47 32 NWSE 1420S 2040E	7/27/1961 8/17/1961 ---	320 970 gpm 157 ft 190 ft PRO - Single Project	9 in --- 259 ft

Geo Logs

FromDepth	ToDepth	Description	Color	Density	Composition
0	5	TOP SOIL & CLAY			Other
5	20	SAND TO SANDY GRAVEL			Other
20	60	CLAY & MAGNESIA			Other
60	102	SAND & GRAVEL			Other
102	108	CLAY			Other
108	122	SAND & GRAVEL			Other
122	142	CLAY			Other
142	159	SAND & GRAVEL			Other
159	185	CLAY			Other
185	206	SAND & GRAVEL			Other
206	226	CLAY & MAGNESIA			Other
226	234	SAND - MED GRAVEL			Other
234	260	CLAY W/LAYERS SAND			Other

PARCEL #1A - WELL TEST

SARGENT IRRIGATION CO.

Efficiency Test Report

Electric Motor

Name T.E.S.S. Farms, Inc. Address _____ Legal SE 32-13-22 Cheyenne Co.

Latitude: 41° 03' 06.5" Longitude: 102° 43' 55.5"

Elevation _____

Date 2/28/2022

Well Depth: _____ Casing Dia: _____ Yr.Inst.: _____ Bowls: _____
 Pump Mfg. WLR SN: KB73394 Col: _____ ft. 8 5/8 x 2 1/2 x 1 1/2
 Drive Mfg.: U.S. HP: 125 SN: 85-00453 Ratio: _____
 Sprinkler: Open Flow Type: _____ Nozzled for: _____ GPM@ _____ PSI: _____
 Static Water Level: 154

	Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft.	x	Flow GPM	/	3960	=	Water HP
1	1784	54	x	2.31	=	124.7	+	176	+	6.4	=	307.1	x	861	/	3960	=	66.8
2			x	2.31	=	0	+		+		=		x		/	3960	=	
3			x	2.31	=	0	+		+		=		x		/	3960	=	

Electric 3 Phase: _____ Meter# _____ Meter Multiplier _____ Frame # 405 TP
 Full Load Amps 130.0 Volts w/Motor Off 490 Rated RPM: 1775

KWH/h / 0.746 = Hook UP Horse Power

1 0 / 0.746 =
 2 0 / 0.746 =
 3 0 / 0.746 =

	Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP
1	462	x	122	x	1.732	/	1000	x	88	=	85.7	=	1.34	x	0.925	-		=	106.2
2		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1 66.8 / 106 = 62.9 %
 2 0 / 0 = 0 %
 3 0 / 0 = 0 %

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1 106.2 - 2.2 = 104 66.8 - 104 = 64.2
 2 - = - =
 3 - = - =

Comments:

Ran open flow. Got gallons at well. PSI at well
 Pump has lots of deep lineshaft clatter/deep vibration
 Motor sounds ok/slight vibration
 Squeezed back to 861 GPM
 Bowls set at 2 1/2 turns after clear, dropped down 1/2 turn
 Squeezed back to 861 GPM. PSI same

043009

Registration No. 9-21515 County of Cheyenne

 Date Filed Aug. 17, 1961

 STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

 I, Ted Houser of Lodgepole
(Name of Person registering well) (Postoffice Address)

 County of Cheyenne State of Nebraska, being first duly sworn upon my oath say:

 1st. That the name of the owner of the land upon which the irrigation well is located is Same
J. W. Houser of Route 1 Street, Lodgepole County of Cheyenne
State of Nebraska
(City or Village)

 2nd. That the irrigation well is located on the NE Quarter of the SE Quarter of Section 32
Township 13 Range 47 of the Sixth P. M., Cheyenne County, and is 100
feet from the south line and 600 feet from the west line of said tract.

 3rd. That the well was installed with the intention of irrigating all or parts of the following described
land: South 1/2 32-13-47
(Give Quarter, Section, Township and Range)

 amounting in all to approximately 32.0 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

 4th. That the capacity of said well under normal operating conditions is 970 gallons per minute.

 5th. That the depth of the well is 259 feet, measured from the surface of the ground.

 6th. That the inside diameter of the casing is 18 inches.

 7th. That the static water level in the well is 157 feet below ground surface.

 8th. That the depth to water under normal pumping conditions is 190 feet below ground
surface. (Pumping Level)

 9th. That the diameter of the pump column is 8 5/8 inches. That the diameter of the 4
bowl or bowls is 12 inches. (Give number of bowls)

10th. That the type and size of impeller is as follows:

12B bowls with H impeller

 11th. That the well was completed on or about the 27 day of July, 19 61.

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.

13th. That the relation which the subscriber to this affidavit bears to said registrant is that of

G. Harold Thomas, son & agent

(State whether owner, tenant or agent for land on which well is located)

and that he is authorized to make this affidavit in behalf of the interest affected.

G. Harold Thomas

STATE OF Nebraska }
Cherokee County } ss.

I hereby certify that the foregoing was signed in my presence and sworn to before me this 9 day
of August 1961

J. H. P. [Signature]
Notary Public

State of Nebraska }
Department of Water Resources } ss.

This instrument was filed for record at 10:30 o'clock A.M. on the 17 day of Aug 1961

Dan S. Jones, Jr.
Director of Water Resources mk

Registration No. 9-21515 County of Chiyenne Date Filed Aug 17, 1961

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Haggard Drilling Co. of Ogallala
(Name of Driller) (Postoffice Address)

County of Keith State of Nebraska, do hereby certify that:

1. I am the driller of an irrigation well located on the SE Quarter, Section No. 32
Township 13 North, Range 47, owned by J. W. Ted Houser & S.

whose postoffice address is Lodgepole State of Nebraska

2. That the drilling was begun on the 21 day of June, 1961, and completed on
the 27 day of July, 1961

3. That the well is cased and screened in the following manner: 179' plain 18" X 10 ga.
80' perforated 18" X 10 ga.
(Give kind of casing, lengths and position of plain and
screen casing, weight of metallic casing, etc.)

4. That the diameter of drilled hole is 32 inches.

5. That Reverse-rotary type of drilling machinery was used.

6. That the drilled hole is/is not sealed, as follows: Steel Plate welded to bottom
of casing

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET		MATERIAL DRILLED
FROM	TO	
0	5'	Top soil & clay
5	20'	Sand to sandy gravel
20'	60'	Clay & magnesia
60'	102'	Sand & gravel
102'	108'	Clay
108'	122'	Sand & gravel
122'	142'	Clay
142'	159'	Sand & gravel
159'	185'	Clay
185'	206'	Sand & gravel
206'	226'	Clay & Magnesia
226'	234'	Sand - medium gravel
234'	260	Clay with layers of sand

Date Signed 8-7-61

Driller

(If more space is required please use reverse side of this page.)



551 Parkland Drive
P.O. Box 294
Sidney, NE 69162
(308) 254-2377
(877) 800-1030 (NE only)
FAX (308) 254-2783
www.spnrd.org

Owner/Operator
TESSS Farms
833 Road 137
Lodgepole, NE 69149

Operator
Robert Moss
2815 Fort Sidney Road
Sidney, NE 69162

Tract Info

Tract #: 13N47W320001
Legal Description: 32-13N-47W

Allocation Info

Certified Acres: 238.5 ac.
Subarea Name: FA-C
Allocation Period: January 1, 2019 through
December 31, 2021
Allocated Inches: 49"





551 Parkland Drive
P.O. Box 294
Sidney, NE 69162
(308) 254-2377
(877) 800-1030 (NE only)
FAX (308) 254-2783
www.spnrd.org

Flowmeters

Meter Serial Number: 06-8-2888

Date Read	Reading	Year	Usage
11/19/2019	3241.12 Acre Inches	2019	3" over 238.5 ac.
10/22/2020	4253.68 Acre Inches	2020	4.2" over 238.5 ac.
11/04/2021	5466.29 Acre Inches	2021	5.1" over 238.5 ac.

Meter Serial Number: 06-8-2889

Date Read	Reading	Year	Usage
11/19/2019	4539.24 Acre Inches	2019	2.1" over 238.5 ac.
10/22/2020	5700.01 Acre Inches	2020	4.9" over 238.5 ac.
11/04/2021	6997.96 Acre Inches	2021	5.4" over 238.5 ac.

Usage

Usage By Year:

2019: 5.1" of the allocation used this year / 43.9" remaining

2020: 9.1" of the allocation used this year / 34.8" remaining

2021: 10.5" of the allocation used this year / 24.3" remaining

Total Usage: 24.7" (50.41% of **total** allocation)

Carryforward: 10"

Your Remaining Allocation: 24.3"

Your 2022-2024 Allocation is 49"

Meter Maintenance Information

Meter Serial Number: 06-8-2888

Contractor:

Date Installed: N/A

Next Maintenance Due: 2021

Maintenance History:

Date: 12/26/2018

Work Type: Maintenance

Contractor: Woodis

Paid: yes

PARCEL #1B—WELL PERMIT #G-031413

[Return to Search Page](#)

Nebraska Department of Natural Resources

Processed: 1/25/2022 6:02:27 PM

Registration number G-031413

Note: Missing Data Indicates that the Information is Not Available Electronically.



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-031413 WellID: 38371 View Scans	I - Irrigation A - Active Registered Well	Cheyenne South Platte 13N 47 32 SENE 1650N 825E	4/24/1969 6/9/1969 ---	160 885 gpm 165 ft 189 ft PRO - Single Project	8 in --- 280 ft

Geo Logs

FromDepth	ToDepth	Description	Color	Density	Composition
0	6	TOP SOIL MAGNESIA AND GRAVEL			Other
6	21	SAND & GRAVEL			Other
21	31	SAND & GRAVEL W/CLAY			Other
31	39	CLAY			Other
39	58	SAND & GRAVEL			Other
58	63	SANDSTONE & GRAVEL			Other
63	96	SAND & GRAVEL			Other
96	102	SAND & GRAVEL W/CLAY			Other
102	118	SAND & GRAVEL			Other
118	144	CLAY			Other
144	154	SAND & GRAVEL			Other
154	160	SAND & GRAVEL W/CLAY MAGNESIA			Other
160	168	SAND & GRAVEL			Other
168	173	CLAY & MAGNESIA			Other
173	202	SAND & GRAVEL			Other
202	213	SANDY CLAY			Other
213	218	SAND & GRAVEL			Other
218	228	CLAY AND MAGNESIA			Other
228	239	SAND & GRAVEL			Other
239	255	CLAY			Other
255	257	SAND			Other
257	265	CLAY			Other
265	277	SAND			Other
277	280	CLAY			Other

PARCEL #1B - WELL TEST

SARGENT IRRIGATION CO.

Efficiency Test Report

Electric Motor

Name T.E.S.S. Farms, Inc. Address _____ Legal SE/NE 32-13-47 Cheyenne Co.

Latitude: 41 ° 03 ' 28.3 " Longitude: 102 ° 43 ' 41.9 "

Elevation _____ Date 2/28/2022

Well Depth: _____ Casing Dia: _____ Yr.Inst.: _____ Bwls: 6-12CH

Pump Mfg. WLR SN: E6964 Col: ft. 8 5/8 x 2 1/2 x 1 1/2

Drive Mfg. US (Nema Prem) HP: 75 SN: A017707895-0008M0003 Ratio: _____

Sprinkler: Open Flow Type: _____ Nozzled for: _____ GPM@ _____ PSI: _____

Static Water Level: 161

Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft.	x	Flow GPM	/	3960	=	Water HP
1 1788	28	x	2.31	=	64.7	+	181	+	3.4	=	249.1	x	634	/	3960	=	39.9
2		x	2.31	=	0	+		+		=		x		/	3960	=	
3		x	2.31	=	0	+		+		=		x		/	3960	=	

Electric 3 Phase: _____ Meter# _____ Meter Multiplier _____ Frame # 365 TP

Full Load Amps 87.0 Volts w/Motor Off 498 Rated RPM: 1780

KWH/h / 0.746 = Hook UP Horse Power

1 0 / 0.746 =

2 0 / 0.746 =

3 0 / 0.746 =

Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP
1 471	x	65.7	x	1.732	/	1000	x	87	=	46.6	=	1.34	x	0.95	-		=	59.3
2	x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3	x		x	1.732	/	1000	x		=		=	1.34	x		-		=	

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1 39.9 / 59.3 = 67.3 %

2 0 / 0 = 0 %

3 0 / 0 = 0 %

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1 59.3 - 2.2 = 57.1 39.9 - 57.1 = 69.9

2 - = - =

3 - = - =

Comments:

Ran open flow. Got gallons at well. PSI at well

Pump sounds ok/no vibration

Motor sounds ok/no vibration

Squeezed back to 634 GPM

Bowls already at max. 2 turns after clear

043009

6-9-69
J.M.
1

Registration No. G-31413 County of Cheyenne Date Filed June 9, 1969

STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

I, Edward Nelson & Frances Nelson of Gering
(Name of Person registering well) (Postoffice Address)

County of Scottsbluff State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is
(same) of 1815-20th Street, Gering County of Scottsbluff
(City or Village)
State of Nebraska

2nd. That the irrigation well is located on the SE Quarter of the NE Quarter of Section 32
Township 13, Range 47 of the Sixth P. M., Cheyenne County, and is 990
feet from the South line and 825 feet from the East line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described
land: NE 1/4 of 32-13-47 Cheyenne Co. Nebr.
(Give Quarter, Section, Township and Range)

amounting in all to approximately 160 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

4th. That the capacity of said well under normal operating conditions is 885 gallons per minute.

5th. That the depth of the well is 230 feet, measured from the surface of the ground.

6th. That the inside diameter of the casing is 16 inches.

7th. That the static water level in the well is 165 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 189 feet below ground
surface. (Pumping Level)

9th. That the diameter of the pump column is 8 inches. That the diameter of the 1
bowl or bowls is 12 inches. (Give number of bowls)

10th. That the type and size of impeller is as follows:

1 - 6 Stage 12 C w/ H, WESTERN LAND ROLLER TURBINE PUMP
(trimmed to 8")

11th. That the well was completed on or about the 24th day of May, 19 69

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.

18th. That the driller of this well is Haggard Drilling Co., whose address is Ogallala, Nebraska

14th. That the name of the tenant or operator, if other than the owner, is Theodore Houser, whose address is Lodgepole, Nebraska

15th. That the relation which the subscriber to this instrument bears to said registrant is that of owner

(State whether owner, tenant or agent for land on which well is located)

and that he is authorized to sign this instrument in behalf of the interest affected.

Signed:

Edward Nelson
Mrs. Frances Nelson

Dated:

June 7, 1969

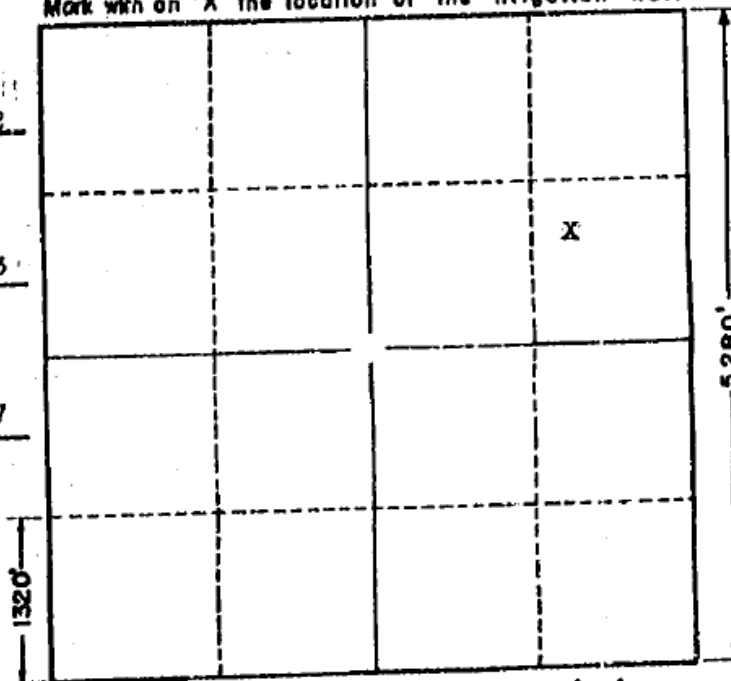
This drawing represents one Section
Mark with an "X" the location of the irrigation well

Cheyenne Co.

Section No. 32

Township 13

Range 47



Each small subdivision is a 40-acre tract.

State of Nebraska

Department of Water Resources

} ss.

This instrument was filed for record at 2 o'clock P. M., on the 9th day of June 1969

Sam L. Price, Jr.
Director of Water Resources

Registration No. G-31413 County of Cheyenne Date Filed June 9, 1969

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Haggard Drilling Co. of Ogallala
(Name of Driller) (Postoffice Address)

County of Keith State of Nebraska, do hereby certify that:

1. I am the driller of a well located on the Cheyenne Co., NE 1/4 Quarter, Section No. 38
Township, 13 North, Range 47, owned by Edward Nelson & Frances Nelson
whose postoffice address is Gering State of Nebraska

2. That the drilling was begun on the 22 day of April, 1969, and completed on
the 24 day of April, 1969

3. That the well is cased and screened in the following manner: 180' of 16" Dia. x .219 wall
plain casing; 100' of 16" Dia. x .219 wall perforated casing.
(Give kind of casing, lengths and position of pipe and screen casing, weight of metallic casing, etc.)

4. That the diameter of drilled hole is 30 inches.

5. That rotary-reverse type of drilling machinery was used.

6. That the drilled hole is is not sealed, as follows: The bottom of casing is sealed w/
a wedged plate.

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET		MATERIAL DRILLED	
FROM	TO		
0	21	top soil, magnesia and gravel	
6	21	sand and gravel	
21	31	sand and gravel w/ clay	
31	39	clay, magnesia and sand	239 - 255
39	58	sand and gravel	
58	63	sandstone and gravel	255 - 257
63	96	sand and gravel	257 - 265
96	102	sand and gravel w/ clay	265 - 277
102	118	sand and gravel	277 - 280
118	144	clay, magnesia, sand and sandstone	
144	154	sand and gravel	
154	160	sand and gravel w/ clay magnesia	
160	168	sand and gravel	
168	173	clay and magnesia	
173	202	sand and gravel	
202	213	sandy clay	
213	218	sand and gravel	
218	228	clay and magnesia	
228	239	sand and gravel	

Date Signed 6/4/69

Haggard Drilling Co.
Kentell J. Haggard

Owner/Operator
TESSS Farms
833 Road 137
Lodgepole, NE 69149

Operator
Robert Moss
2815 Fort Sidney Road
Sidney, NE 69162

Tract Info

Tract #: 13N47W320002

Allocation Info

Certified Acres: 127 ac.
Subarea Name: FA-C
Allocation Period: January 1, 2019 through
December 31, 2021
Allocated Inches: 49"





551 Parkland Drive
P.O. Box 294
Sidney, NE 69162
(308) 254-2377
(877) 800-1030 (NE only)
FAX (308) 254-2783
www.spnrd.org

Flowmeters

Meter Serial Number: 07-8-3139

Date Read	Reading	Year	Usage
11/19/2019	1404.54 Acre Inches	2019	4" over 127 ac.
10/22/2020	2649.59 Acre Inches	2020	9.8" over 127 ac.
11/04/2021	3892.39 Acre Inches	2021	9.8" over 127 ac.

Usage

Usage By Year:

2019: 4" of the allocation used this year / 45" remaining

2020: 9.8" of the allocation used this year / 35.2" remaining

2021: 9.8" of the allocation used this year / 25.4" remaining

Total Usage: 23.6" (48.16% of **total** allocation)

Carryforward: 10"

Your Remaining Allocation: 25.4"

Your 2022-2024 Allocation is 49"

Meter Maintenance Information

Meter Serial Number: 07-8-3139

Contractor:

Date Installed: N/A

Next Maintenance Due: 2022

Maintenance History:

Date: 12/23/2019

Work Type: Maintenance

Contractor: Woodis

Paid: yes

PARCEL #2—WELL PERMIT #G-037867

[Return to Search Page](#)

Nebraska Department of Natural Resources

Processed: 1/25/2022 6:06:20 PM

Registration number G-037867

Note: Missing Data Indicates that the Information is Not Available Electronically.



Registration# Well ID Permit Number	Use Status	County Name NRD Name Well Location Footage Latitude Longitude	Completion Date Filing Date Decommission Date Times Replaced Online Registration ID (NOLID) Well Driller License Number	Acres Irrigated Gallons/Minute Static Level Pumping Level Series	Pump Column Diameter Pump Depth Well Depth
G-037867 WellID: 45028 View Scans	I - Irrigation A - Active Registered Well	Cheyenne South Platte 13N 47 28 SWNW 1330N 1290W	8/22/1972 10/31/1972 ---	160 823 gpm 138 ft 173 ft PRO - Single Project	9 in --- 210 ft

Geo Logs

FromDepth	ToDepth	Description	Color	Density	Composition
0	5	TOP SOIL & CLAY			Other
5	51	SAND & GRAVEL			Other
51	59	SANDY CLAY & SAND			Other
59	72	SAND & GRAVEL			Other
72	81	CLAY			Other
81	116	SAND & GRAVEL			Other
116	121	CLAY			Other
121	139	SAND & GRAVEL			Other
139	152	SANDY CLAY			Other
152	175	SAND & GRAVEL			Other
175	181	SANDY CLAY			Other
181	191	SAND & GRAVEL			Other
191	203	CLAY			Other
203	207	SAND & COARSE SAND			Other
207	215	BRULE CLAY			Other

PARCEL #2 - WELL TEST

SARGENT IRRIGATION CO.

Efficiency Test Report

Electric Motor

Name T.E.S.S. Farms, Inc. Address _____ Legal NW 28-13-47 Cheyenne Co.

Latitude: 41° 04' 24.0" Longitude: 102° 43' 13.6"

Elevation _____ Date 2/28/2022

Well Depth: _____ Casing Dia: _____ Yr.Inst.: _____ Bwls: 4-11SC
 Pump Mfg. WLR SN: GR20B081 Col: 190 ft. 8 5/8 x 2 1/2 x 1 1/2
 Drive Mfg.: US (Nema Prem) HP: 75 SN: B037734200-0018M0007 Ratio: _____
 Sprinkler: Zimmatic Type: _____ Nozzled for: _____ GPM@ _____ PSI: _____
 Static Water Level: 136

	Pump RPM	PSI	x	2.31	=	ft.	+	Pumping Level	+	Pump Loss	=	Total Hd. Ft.	x	Flow GPM	/	3960	=	Water HP
1	1788	76	x	2.31	=	175.6	+	163	+	3.2	=	341.8	x	604	/	3960	=	52.1
2			x	2.31	=	0	+		+		=		x		/	3960	=	
3			x	2.31	=	0	+		+		=		x		/	3960	=	

Electric 3 Phase: _____ Meter# _____ Meter Multiplier _____ Frame # 365 TP
 Full Load Amps 87.0 Volts w/Motor Off 486 Rated RPM: 1780

KWH/h / 0.746 = Hook UP Horse Power

1 0 / 0.746 = _____
 2 0 / 0.746 = _____
 3 0 / 0.746 = _____

	Volts	x	AMPS	x	1.732	/	1000	x	Power Factor	=	KWH/H	=	1.34	x	Efficiency Factor	-	Thrust Loss	=	Pump HP
1	462	x	79	x	1.732	/	1000	x	89	=	56.1	=	1.34	x	0.95	-		=	71.4
2		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	
3		x		x	1.732	/	1000	x		=		=	1.34	x		-		=	

Pump Efficiency:

Water HP / Pump HP = Pump Efficiency

1 52.1 / 71.4 = 73 %
 2 0 / 0 = 0 %
 3 0 / 0 = 0 %

Bowl Efficiency:

Pump HP - Lineshaft Loss = Bowl HP Water HP - Bowl HP = Efficiency

1 71.4 - 2.2 = 69.2 52.1 - 69.2 = 75.3
 2 - = - =
 3 - = - =

Comments:

PSI at well

Pump sounds ok/no vibration

Motor sounds ok/no vibration

Approx. 30' of 8" lead in pipe

Pivot on, end gun off

043009

Registration No. G-37867 County of Cheyenne Date Filed October 31, 1972

STATE OF NEBRASKA
IRRIGATION WELL REGISTRATION

Theodore

I, Fred Houser of Lodgepole
(Name of Person registering well) (Postoffice Address)

County of Cheyenne State of Nebraska, do hereby certify:

1st. That the name of the owner of the land upon which the irrigation well is located is ARRS

of Street, County of
(City or Village)

State of

2nd. That the irrigation well is located on the S.W. Quarter of the N.W. Quarter of Section 28
Township 13, Range 47 of the Sixth P. M., Cheyenne County, and is 30
feet from the EAST line and 10 feet from the North line of said tract.

3rd. That the well was installed with the intention of irrigating all or parts of the following described
land: Northwest 1/4 - Section 28 - Township 13 - Range 47
(Give Quarter, Section, Township and Range)

amounting in all to approximately 16.0 acres.

(If installation consists of a battery of wells with one outlet, give details on a sheet to be attached hereto.)

4th. That the capacity of said well under normal operating conditions is 823 gallons per minute.

5th. That the depth of the well is 210 feet, measured from the surface of the ground.

6th. That the inside diameter of the casing is 16 inches.

7th. That the static water level in the well is 138 feet below ground surface.

8th. That the depth to water under normal pumping conditions is 123 feet below ground
surface. (Pumping Level)

9th. That the diameter of the pump column is 1 1/2 inches. That the diameter of the bowl or bowls is 10 inches.
(Give number of bowls)

10th. That the type and size of impeller is as follows:

10-4-20W/U Impeller

11th. That the well was completed on or about the 21 day of September, 1972

12th. That attached hereto are three copies of the log of the well certified to by the driller of the well.
13th. That the driller of this well is Hickford Drilling, Inc., whose address is
Ogallala, Nebraska
14th. That the name of the tenant or operator, if other than the owner, is
....., whose address is.....
15th. That the relation which the subscriber to this instrument bears to said registrant is that of
owner
(State whether owner, tenant or agent for land on which well is located)
and that he is authorized to sign this instrument in behalf of the interest affected.

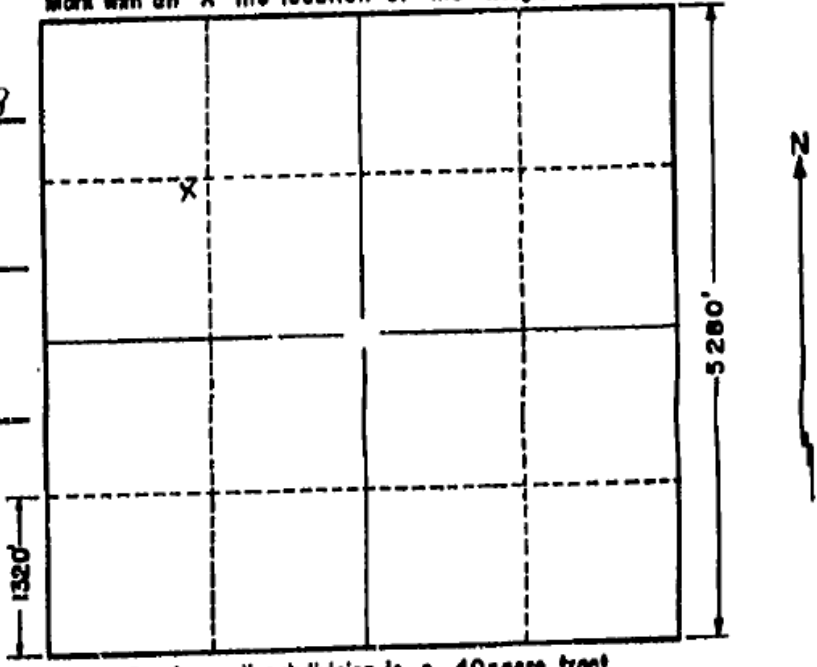
Signed: Theodore Houser
Dated: 10-30-72

This drawing represents one Section
Mark with an "X" the location of the Irrigation well

Section No. 28

Township 13

Range 47



Each small subdivision is a 40-acre tract.

State of Nebraska
Department of Water Resources } ss.

This instrument was filed for record at 1:15'clock P.M., on the 31st day of October 1972.

San J. Houser
Director of Water Resources

Registration No. G-37867 County of Cheyenne Date Filed October 31, 1972

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, Haggard Drilling, Inc. of Cgallala
(Name of Driller) (Postoffice Address)

County of Keith State of Nebraska, do hereby certify that:

1. I am the driller of a well located on the _____ Quarter, Section No. _____
Township _____ North, Range _____, owned by Ted HOMER

whose postoffice address is Lodgepole State of Nebraska

2. That the drilling was begun on the 22 day of August, 1972, and completed on
the 22 day of August, 1972

3. That the well is cased and screened in the following manner: 16" x .219 wall steel casing
(Give kind of casing, length and position of plain and
Plain casing from 0 to 160'. Per screen casing from 160' to 170'; Perf. casing
screen casing, weight of metallic casing, etc.) from 17' to 210'

4. That the diameter of drilled hole is 30 inches.

5. That Rotary-reverse type of drilling machinery was used.

6. That the drilled hole is/is not sealed as follows: Gravel packed from 0 to 210'

7. That the following is an accurate log of the depth, thickness and character of the different strata
penetrated, and the location of water-bearing strata:

DEPTH IN FEET		MATERIAL DRILLED
FROM	TO	
0	5	Top soil & calg
5	51	Sand & gravel
51	59	Sandy clay & sand
59	72	Sand & gravel
72	81	Clay
81	116	Sand & gravel
116	121	Clay
121	139	Sand & gravel
139	152	Sandy clay
152	175	Sand & gravel
175	181	Sandy clay
181	191	Sand & gravel
191	203	Clay
203	207	Sand & coarse sand
207	215	Brulay clay

Date Signed September 25, 1972

Haggard Drilling, Inc.
by John McGill
Driller

(If more space is required please use reverse side of this page.)

Owner/Operator
TESSS Farms
833 Road 137
Lodgepole, NE 69149

Tract Info

Tract #: 13N47W280001

Allocation Info

Certified Acres: 129 ac.
Subarea Name: FA-C
Allocation Period: January 1, 2019 through
December 31, 2021
Allocated Inches: 49"



Flowmeters

Meter Serial Number: 07-8-3140

Date Read	Reading	Year	Usage
11/19/2019	8124.35 Acre Inches	2019	6.6" over 129 ac.
10/22/2020	8926.62 Acre Inches	2020	6.2" over 129 ac.
11/04/2021	9554.69 Acre Inches	2021	4.9" over 129 ac.

Usage

Usage By Year:

2019: 6.6" of the allocation used this year / 42.4" remaining

2020: 6.2" of the allocation used this year / 36.2" remaining

2021: 4.9" of the allocation used this year / 31.3" remaining

Total Usage: 17.7" (36.12% of **total** allocation)

Carryforward: 10"

Your Remaining Allocation: 31.3"

Your 2022-2024 Allocation is 49"

Meter Maintenance Information

Meter Serial Number: 07-8-3140

Contractor:

Date Installed: N/A

Next Maintenance Due: 2022

Maintenance History:

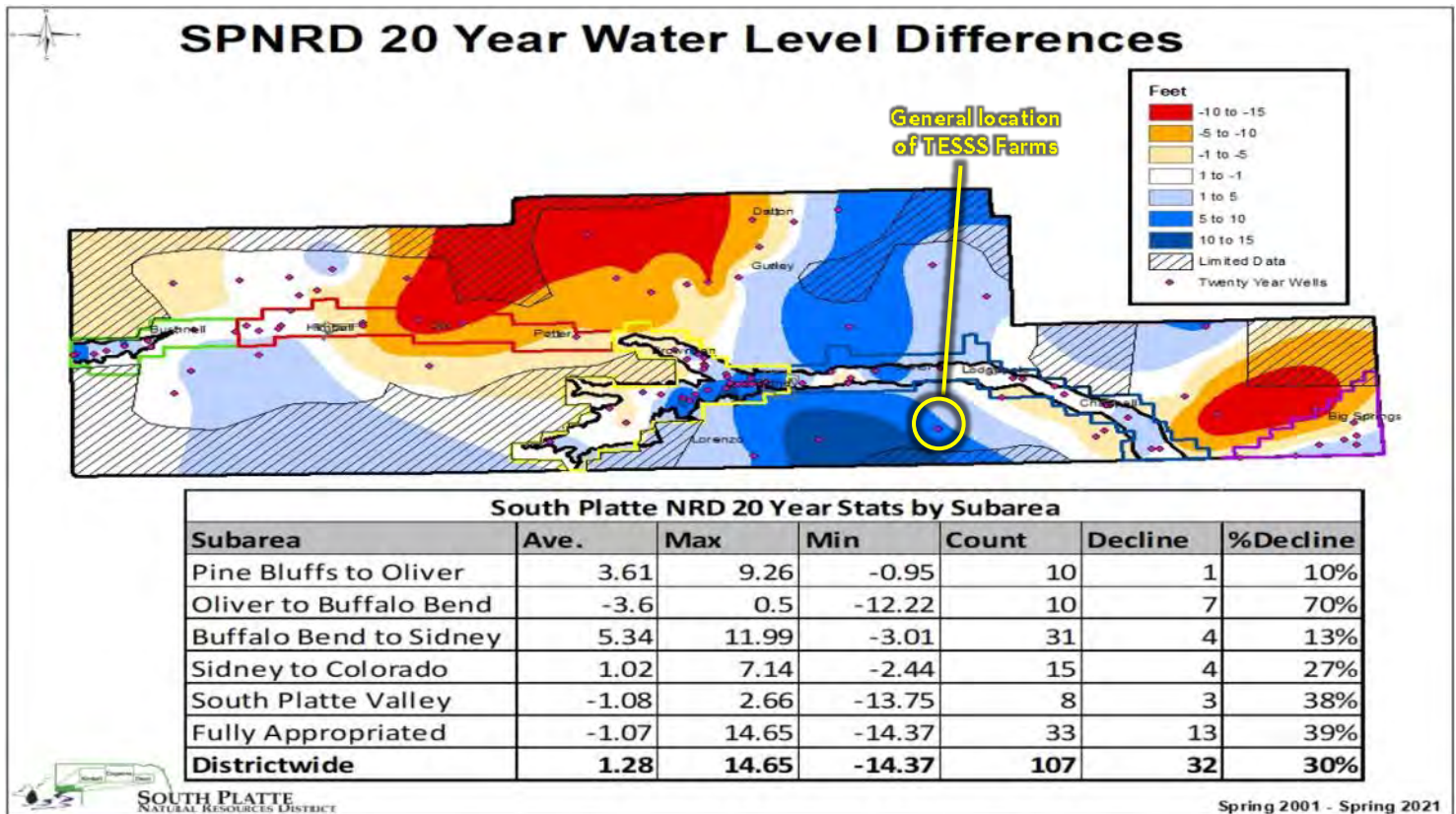
Date: 12/23/2019

Work Type: Maintenance

Contractor: Woodis

Paid: yes

SPNRD Water Level Information



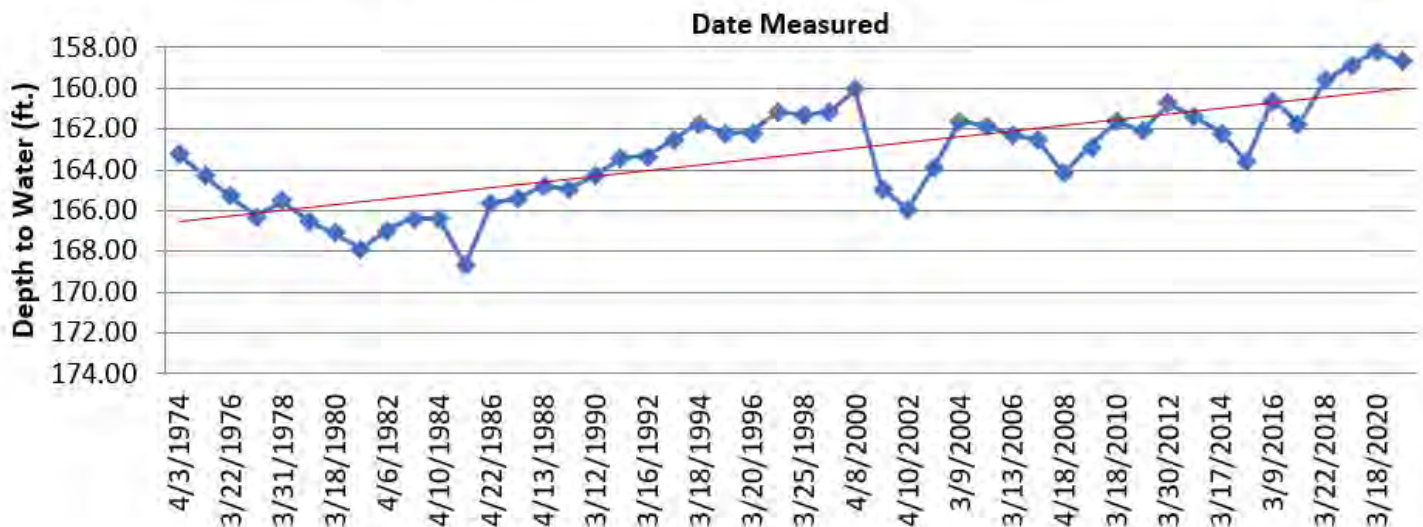
Nearby monitoring well:

13N 47W 32ADB

6 South 4 West of Lodgepole

Ogallala Formation

Fully Appropriated Subarea (South Table)





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 10, 2022

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

1.) **LEGAL DESCRIPTION:** Legal Description of Parcel # _____ as described in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

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 TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

3.) **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.

4.) **CLOSING:** The closing date of the sale shall be on or before April 8, 2022. 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 Company. 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.

5.) **TITLE:** Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to the royalty reservation set forth herein and all easements, restrictions, covenants, reservations, and rights of way of record and other standard exceptions in the title insurance policy insuring title.

6.) **POSSESSION:** As stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

7.) PROPERTY CONDITION: On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022, 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 TESSS Farms Inc Land Auction Detail Brochure Printed March 2, 2022. 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.

8.) WATER RIGHTS & EQUIPMENT: Water rights to be conveyed as stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

9.) GROWING CROPS: Growing crops to be conveyed as stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

10.) REAL ESTATE TAXES: See TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022, for terms and conditions of real estate taxes.

11.) PERSONAL PROPERTY TAX: Upon closing, a value will be established on the irrigation equipment with Cheyenne County, NE and personal property taxes may be due in the future.

12.) FSA DETERMINATION: As stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

13.) MINERAL RIGHTS: As stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

14.) NOXIOUS WEEDS: As stated in TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022.

15.) 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.

16.) 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.

17.) 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 affected 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.

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.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held March 10, 2022, and in accordance with the terms and conditions of this Purchase Agreement, the TESSS Farms Inc Land Auction Detail Brochure Printed: March 2 2022, 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 TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022. In the event of a conflict between this Agreement and the TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022, the TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022, as modified by taped oral statements at the auction, shall control.

22.) 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 10, 2022, at 5 pm, MT.

23.) Buyer has reviewed and accepts the attached Thalken Title Co Title Commitment by File No. 2220043, 222044, 222045, 222046, 222047, 222048 which is attached and made part of this Purchase Agreement.

24.) TESSS Farms Inc Land Auction Detail Brochure Printed: March 2, 2022, is incorporated and made a part of this Purchase Agreement.

25.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate but is not required to incur any additional expense or risk.

26.) 1031 BUYER NOTIFICATION – 1031 EXCHANGE It is understood and agreed that

Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

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

AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent: Reck Agri Realty & Auction is the agent of ☐ Limited Seller's Agent ☒ Limited Dual Agent ☐ Customer Only.

Selling Agent: Reck Agri Realty & Auction is the agent of ☐ Limited Buyer's Agent ☒ Limited Dual Agent ☐ Customer Only.

BUYER:

DATE:_____

ADDRESS:

PHONE:

E-MAIL:

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.

SELLER:

By: _____ DATE:_____

ADDRESS:

PHONE:

E-MAIL:

ACKNOWLEDGMENT (To be completed by Broker/Salesperson working with Buyer)

Reck Agri Realty & Auction

Broker Name: Marc Reck

By:_____

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

ACKNOWLEDGMENT (To be completed by Broker/Salesperson working with Seller)

Reck Agri Realty & Auction
Broker Name: Marc Reck

By: _____

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

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____

\$_____ 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 earnest
money shall be refunded to Buyer.

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

Agency Disclosure Information for Buyers and Sellers

Company: Reck Agri Realty & Auction **Agent Name:** Marc Reck

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 adverse material facts to a seller 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 Name)

Date

(Client or Customer Name)

Date

Contact Information:

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!



970-748-2589 1-800-748-2589

535 E Chestnut • 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 TESSS Farms Inc
Land Auction Detail Brochure, Printed March 2, 2022.

X _____

No. 101

PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION

Date: _____

I hereby request approval to participate and bid at the TESSS Farms Inc Land Auction. In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **TESSS Farms Inc Land Auction** Detail Brochure and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **March 10, 2022, 10:30 AM, MT in Sidney, NE.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract 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) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: ☐ **In-Person** ☐ **Online** ☐ **Phone/Proxy**

Bidder(s) or Entity requesting approval:

Signature(s):

Bidder #:
(Office Use Only)

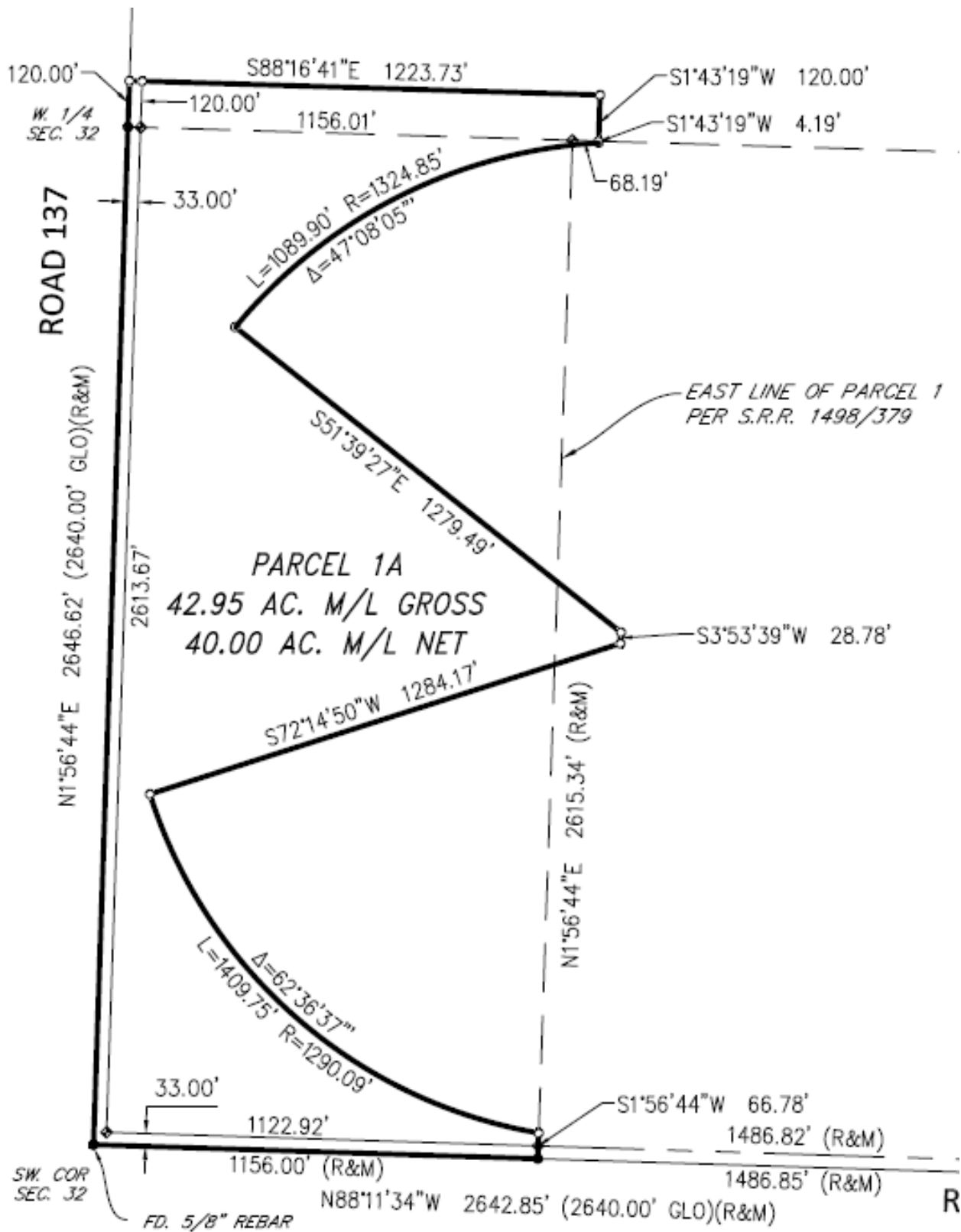
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Approved by:

Reck Agri Realty & Auction

Marc Reck

PARCEL #1A - SURVEY OF EXCLUDED 42.95± ACRES



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

SCHEDULE A

**PARCELS #1A & #1B TITLE
COMMITMENT**

File No. 2220043

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS SAID REFERENCE
HEREBY MADE A PART OF THIS SCHEDULE "A"**

EXHIBIT "A"

THE S½ AND NE¼ OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 47 WEST OF THE 6TH P.M., IN CHEYENNE COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID SECTION 32, S1°56'44"W A DISTANCE OF 2526.49' FEET TO THE POINT OF BEGINNING; THENCE S88°16'41"E A DISTANCE OF 1223.73 FEET; THENCE S1°43'19"W A DISTANCE OF 124.19 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1324.85 FEET AND A CENTRAL ANGLE OF 47°08'05"; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 1089.90 FEET; THENCE S51°39'27"E A DISTANCE OF 1279.49 FEET; THENCE S3°53'39"W A DISTANCE OF 28.78 FEET; THENCE S72°14'50"W A DISTANCE OF 1284.17 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1290.09 FEET AND A CENTRAL ANGLE OF 62°36'37"; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 1409.75 FEET; THENCE S1°56'44"W A DISTANCE OF 66.78 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE WESTERLY, ALONG SAID SOUTH LINE N88°11'34"W A DISTANCE OF 1156.00 FEET; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID SECTION 32, N1°56'44"E A DISTANCE OF 2646.62 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32, THENCE NORTHERLY, ALONG SAID WEST LINE OF SECTION 32 N1°56'44"E A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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 2021 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. 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.

<p>Chicago Title Insurance Company Commitment for Title Insurance</p>

SCHEDULE B, PART II
Exceptions

11. Reservation in favor of JOSEPH D. MATTSON and ARLENE L. MATTSON, husband and wife, of an undivided one-half interest in all oil, gas and minerals, for 25 years, and as long thereafter as oil, gas or other minerals are produced therefrom, as shown in Deed dated April 26, 1988 and recorded May 2, 1988 in Book "120", Page 499 of the Deed records of Cheyenne County, Nebraska.
12. Right-of-way Grant in favor of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors and assigns, dated January 21, 1954 and recorded September 14, 1954 in Book "59", Page 407 of the Miscellaneous records of Cheyenne County, Nebraska.
13. Grant of Easement for Cable Line and Appurtenances, in favor of THE UNITED STATES OF AMERICA, its successors and assigns, dated March 31, 1964 and recorded April 14, 1964 in Book "124", Page 395 of the Miscellaneous records of Cheyenne County, Nebraska.
14. Grant of Easement for Cable Line and Appurtenances, in favor of THE UNITED STATES OF AMERICA, its successors and assigns, dated March 14, 1964 and recorded January 15, 1965 in Book "129", Page 160 of the Miscellaneous records of Cheyenne County, Nebraska.
15. Irrigation Well Power Agreement, in favor of WHEAT BELT PUBLIC POWER DISTRICT, dated February 1, 2010 and recorded April 29, 2010 in Book "317", Page 26 of the Miscellaneous records of Cheyenne County, Nebraska.
16. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

WARRANTY DEED

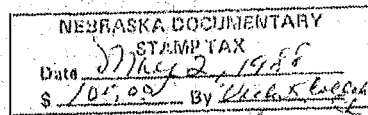
BOOK 120 PAGE 499

JOSEPH D. MATTSON and ARLENE L. MATTSON, husband and GRANTOR, in consideration of EIGHTY THOUSAND AND NO/100 (\$80,000.00) wife DOLLARS received from GRANTEE.

T.E.S.S.S. FARMS, INC., a Nebraska corporation

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

- ✓ The Northeast Quarter (NE¹/₄) of Section Thirty-two (32), Township Thirteen (13) North, Range Forty-seven (47) West of the 6th P.M., Cheyenne County, Nebraska; EXCEPTING AND RESERVING unto GRANTOR, their heirs, devisees, successors and assigns, an undivided one-half (1/2) interest in and to all the oil, gas and other minerals in, on or under and that may be produced from said lands for a term of Twenty-five (25) years from April 1, 1988, and as long thereafter as oil, gas, or other minerals, or any of them, are produced or mined from said lands, it being the intention of GRANTOR herein that if at the expiration of said Twenty-five (25) year term, oil, gas, or other minerals, or any of them, are not being produced or mined from said lands, or any portion thereof, and if no well is being drilled or excavation being made for such oil, gas or other minerals on said lands at the expiration of said Twenty-five (25) year period, then this exception and reservation by GRANTOR shall be null and void.



GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

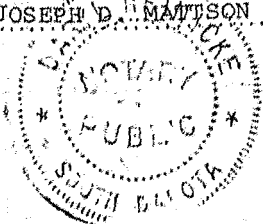
- (1) is lawfully seised of such real estate and that it is free from encumbrances except mineral reservations and exceptions, oil and gas leases, easements, and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed April 26th 19 88

Joseph D. Mattson
Joseph D. Mattson
Arlene L. Mattson
Arlene L. Mattson

SOUTH DAKOTA
STATE OF ~~NEBRASKA~~) SS.
COUNTY OF *Pennings*

The foregoing instrument was acknowledged before me on 26th April 19 88
by JOSEPH D. MATTSON and ARLENE L. MATTSON, husband and wife.



35667

D. J. Remick
Notary Public
My commission expires 7-23-92

STATE OF NEBRASKA, County of *Cheyenne* May 2 1988 at 4:50 o'clock P. M., and

Filed for record and entered in Numerical Index on May 2 1988 at 4:50 o'clock P. M., and recorded in Deed Record *120* Page *41*

R	B	E	N	D	I	A
---	---	---	---	---	---	---

Doc 105.00
Recording 5.50
(Paid)

Wm. J. Duce
Notary Public, NE

T. J. ...
County or Deputy County Clerk
Register or Deputy Register of Deeds

Know All Men by these Presents:

That the Grantors, James W. Houser, & Lena Houser, his wife

of the County of Cheyenne and State of Nebraska for and in consideration

of the sum of twenty-five (25) cents per linear rod, receipt of Five Dollars of which consideration is hereby acknowledged; the balance to be paid within sixty days after the completion of any pipe line constructed hereunder, do hereby GRANT, CONVEY and CONFIRM unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called "Grantee") the RIGHT-OF-WAY and EASEMENT to construct, install, maintain, renew, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products and other fluids, or any thereof, in, under, upon and through the following described lands situated in the County of Cheyenne and State of Nebraska to-wit:

Southeast Quarter of Section 32, Township 13 North, Range 47 West

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipe lines and appurtenances thereto shall be maintained; together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property of Grantee located thereto, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil; to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns, of an additional sum of Twenty-five cents per linear rod for each such additional line.

(3) Grantee agrees, as further consideration for this grant, to pay Grantors an additional Twenty-five (25) cents per linear rod for any pipe line or section thereof, constructed hereunder having an outside diameter of eight inches or over.

(4) As further consideration for this grant, Grantee agrees to install a tap on any gas pipe line constructed by Grantee upon Grantors' said premises for the purpose of supplying gas, so long as such pipe line shall be maintained by Grantee, for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in the nearest city or town in the state of Nebraska, in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Grantors under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.

(5) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantors and any mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this 21 day of January, 1954.

In presence of

James W. Houser & Lena Houser

John W. Ashburn
Right-of-Way Agent

STATE OF NEBRASKA

COUNTY OF Cheyenne

BE IT REMEMBERED that on this 21 day of January, A. D. 1954, before me, a notary public in and for the county and state aforesaid, personally appeared the above named

James W. Houser, & Lena Houser, his wife
known to me and known to me to be the same persons, who executed the foregoing instrument and acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed.

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

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

corporation, who are personally known to me and known to me to be the same person... who executed the foregoing instrument and such person... duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

before me, a notary public in and for the county and state aforesaid, personally appeared the above named

day of

A. D. 193

STATE OF

COUNTY OF

BE IT REMEMBERED that on this

RIGHT-OF-WAY GRANT

No. 13547

Line

State

County

Range

Sec.

Trac.

Grantor

State of Nevada

County of Esmeralda

Recorded on Nevada Public Lands and

Filed for record in the Office of the

Recorder of the County of Esmeralda

on the 14th day of

April 1934

at 4:03 PM

Recorded in book 57 on

Page 408

County Clerk

Deputy

Notary Public

STATE OF

COUNTY OF

BE IT REMEMBERED that on this day of

before me, a notary public in and for the county and state aforesaid, personally appeared the above named

A. D. 193

are

who is personally known to me and known to me to be the same person... who executed the foregoing instrument and such person... duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

Notary Public

STATE OF

COUNTY OF

BE IT REMEMBERED that on this day of

before me, a notary public in and for the county and state aforesaid, personally appeared the above named

A. D. 193

are

who is personally known to me and known to me to be the same person... who executed the foregoing instrument and such person... duly acknowledged the execution of the same and acknowledged said instrument to be his voluntary act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

Notary Public

GRANT OF EASEMENT FOR

CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 5th day of March 1964
by and between Bernard H. Rieken and Josephine Rieken, husband and wife

of the County of Cheyenne, State of Nebraska, parties of the first part,
and the UNITED STATES OF AMERICA of Washington, D. C., party of the second
part, WITNESSETH:

That the parties of the first part, for and in consideration of ~~219.92~~
~~One hundred ninety five~~ Dollars
to them in hand paid by the party of the second part, the receipt of which is
heraby acknowledged, do hereby grant, convey, bargain, and warrant unto the
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the
perpetual right-of-way and easement to place, construct, maintain, operate,
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and
other appurtenances in, upon, over, and under a strip of land 162 feet in width,
(81 feet on each side of the centerline of the cable line, as placed) running
across the following described land, now owned by us, in Cheyenne County, State
of Nebraska, to wit:

The Northeast Quarter (NE¹/₄) of Section 32, Township 13 North, Range 47
West of the Sixth Principal Meridian; said strip of land contains 1.05
acres, more or less.



together with the right of ingress and egress as may be necessary to maintain,
operate, repair, replace, patrol, and remove said cable line, junction boxes,
manholes, and other appurtenances; said right of ingress and egress to be
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,
namely, at least 36 inches below the surface of said land. Said junction boxes,
manholes, and other appurtenances may be maintained and operated as constructed
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,
and assigns, covenant and agree that they will not permanently remove or
shift the soil or rearrange the contour or permanently change the surface of
said 162 foot strip of land, by terracing or otherwise, unless 120-day advance
written notice is given to the Base Commander, F. E. Warren Air Force Base,
Wyoming, of the intention to permanently change the surface of said strip,
and thereupon the United States, its representatives, agents, contractors
and assigns will have the right to enter upon said strip within said 120-day
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage
resulting directly from the exercise by the UNITED STATES OF AMERICA, its
representatives, agents, and contractors of the right to maintain, operate,
repair, replace and remove said cable line, junction boxes, manholes, and other
appurtenances, subject to the availability of appropriations for the payment
for such loss or damage.

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.



44480

State of Nebraska, Cheyenne County, ss.
 Filed on 14 day of April, 1964
 o'clock and _____ minute of _____ Month
 recorded in Book 124 On page 395

Robert J. Johnson
 Notary Public

Witness:

Robert J. Johnson

Bernard H. Rieken
 Owner Bernard H. Rieken

Josephine Rieken
 Owner/Spouse Josephine Rieken

Owner/Spouse

Owner/Spouse

UNITED STATES OF AMERICA
 BY *James F. Serravallo*
 JAMES F. SERRAVALLO
 Chief, Cheyenne Field Office
 Special Projects Branch
 Real Estate Division
 U. S. Army Engineer District, Omaha
 Cheyenne, Wyoming

STATE OF NEBRASKA }
 COUNTY OF Cheyenne } ss.

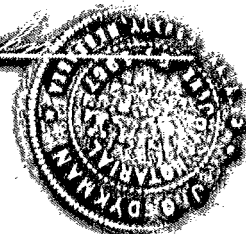
On this 14 day of April, 1964, before me *Gary H. Hoffmann*
 Notary Public in and for said county, personally appeared
 Bernard H. Rieken and Josephine Rieken

to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument as grantors and acknowledged the said instrument to be their voluntary act and deed.

My commission expires:

June 2, 1967

G. A. Hoffmann
 Notary Public



GRANT OF EASEMENT FOR
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 11th day of March, 1961, by and between Lena S. Houser, a single person, Shirley Houser Booth and Loomer W. Booth, also known as Loomer Booth, wife and husband, Charlotte Houser Chadwick and Robert L. Chadwick, wife and husband, Clarence Houser and Helen H. Houser, husband and wife, James W. Houser, Jr. and Deborah A. Houser, husband and wife, Paul Houser and Joyce J. Houser, also known as Mrs. Paul Houser, husband and wife, Theodore R. Houser and Esther L. Houser, husband and wife, parties of the first part, of the County of Cheyenne, State of Nebraska, and the UNITED STATES OF AMERICA of Washington, D. C., party of the second part, WITNESSETH:

That the parties of the first part, for and in consideration of \$295.00 Two Hundred Ninety-five and No/100-- Dollars to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the perpetual right-of-way and easement to place, construct, maintain, operate, repair, replace, patrol, and remove a cable line, junction boxes, manholes, and other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width, (8 1/2 feet on each side of the centerline of the cable line, as placed) running across the following described land, now owned by us, in Cheyenne County, State of Nebraska, to wit:

The East Half of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 13 North, Range 47 West of the Sixth Principal Meridian; said strip of land contains 1.01 acres, more or less

together with the right of ingress and egress as may be necessary to maintain, operate, repair, replace, patrol, and remove said cable line, junction boxes, manholes, and other appurtenances; said right of ingress and egress to be exercised by the UNITED STATES OF AMERICA, its representatives, agents, and contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed, namely, at least 36 inches below the surface of said land. Said junction boxes, manholes, and other appurtenances may be maintained and operated as constructed or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors, and assigns, covenant and agree that they will not permanently remove or shift the soil or rearrange the contour or permanently change the surface of said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance written notice is given to the Base Commander, F. E. Warren Air Force Base, Wyoming, of the intention to permanently change the surface of said strip, and thereupon the United States, its representatives, agents, contractors and assigns will have the right to enter upon said strip within said 120-day period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage resulting directly from the exercise by the UNITED STATES OF AMERICA, its representatives, agents, and contractors of the right to maintain, operate, repair, replace, and remove said cable line, junction boxes, manholes, and other appurtenances, subject to the availability of appropriations for the payment for such loss or damage.

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16½ foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Clarence Houser
Owner/Spouse Clarence Houser

Helen H. Houser
Owner/Spouse

James W. Houser, Jr.
Owner/Spouse J. W. Houser, Jr.

Deborah A. Houser
Owner/Spouse

Paul Houser
Owner/Spouse Paul Houser

Mrs. Paul Houser
Owner/Spouse

Theodore R. Houser
Theodore R. Houser

Esther L. Houser

Lena S. Houser
Owner Lena S. Houser

Shirley Houser Booth
Owner/Spouse Shirley Houser Booth

Charles W. Booth
Owner/Spouse

Charlotte Houser Chadwick
Owner/Spouse Charlotte Houser Chadwick

Robert L. Chadwick
Owner/Spouse

UNITED STATES OF AMERICA

BY James F. Sewell
JAMES F. SEWELL
Chief, Cheyenne Field Office
Special Projects Branch
Real Estate Division
U. S. Army Engineer District, Omaha
Cheyenne, Wyoming

WITNESS:

Betty J. Houser

STATE OF NEBRASKA } ss.
COUNTY OF CHEYENNE }



On this 14th day of March, 1964, before me Gerald E. Matzke, Notary Public in and for said county, personally appeared Clarence Houser, Lena S. Houser, James W. Houser, Jr., Deborah A. Houser, Paul Houser, Mrs. Paul Houser, Theodore R. Houser, Esther L. Houser, Charlotte Houser Chadwick & Robert L. Chadwick, as me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument as grantors and acknowledged the said instrument to be their voluntary act and deed.



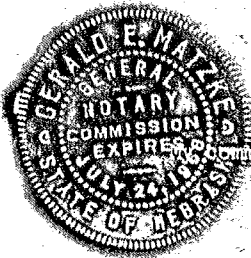
My commission expires: July 24, 1968

Gerald E. Matzke
Notary Public

Individual Acknowledgment - Nebraska

STATE OF NEBRASKA } ss.
COUNTY OF *Cheyenne*

On this *23* day of *April*, 19*64*, before me *Gerald E. Matke*,
Notary Public in and for said county personally appeared *Allen H. Houser*
to me personally known to be the identical person
described in and whose name *is* affixed to the foregoing deed as
grantor and acknowledged the said instrument to be *his* voluntary
act and deed.



My commission expires: *July 24, 1968*

Gerald E. Matke
Notary Public

Individual Acknowledgment - Nebraska

STATE OF NEBRASKA } ss.
COUNTY OF *CHEYENNE*

On this *21* day of *May*, 19*64*, before me *Gerald E. Matke*,
Notary Public in and for said county personally appeared *Shirley Houser Booth and*
Loomer Booth, h & w to me personally known to be the identical persons
described in and whose names *are* affixed to the foregoing deed as
grantors and acknowledged the said instrument to be *their* voluntary
act and deed.



My commission expires: *July 24, 1968*

Gerald E. Matke
Notary Public

State of Nebraska, Cheyenne County: ss.
Filed on *15* day *June* 19*65* at *11*
o'clock and *00* minutes *AM* and
recorded in Book *129* on page *166*

Ralph E. Dwyer County Clerk *Ralph E. Dwyer* Deputy



46979
Corroborating
4/25/64

094997

0	9	9	9	9	9	9
RA	F	BP	N	DI	DP	

No. _____

STATE OF NEBRASKA)
COUNTY OF CHEYENNE) SS

Date filed: 4-29-2010 A 10:22

Time filed:

Recorded in Mtg Book 317 Page 26

Fee: \$ 10.50

Doc: \$ —

Beth E. Augenschuh

Cheyenne County Clerk

Return to Wheat Belt PPD

PO Box 177, Sidney NE 69162

THIS AGREEMENT, made and entered into this 1st day of February, 2010 by and between WHEAT BELT PUBLIC POWER DISTRICT, hereinafter referred to as the "DISTRICT" and TESSS Farms INC of 658 Charles Dr Sidney NE 69162 hereinafter referred to as the "OWNER".

WITNESSETH:

That the District hereby agrees to make electric energy available to the Owner and the Owner agrees to purchase and does purchase, according to the terms and conditions set out below, electric energy used for pump irrigation on the following described premises: Legal Description 32-13-47 Account Number 2125003 Motor HP 68

I. The Owner agrees to pay and the District agrees to accept, for the electric energy and service provided to the Owner, an amount in accordance with the rate schedule of the District and all rules and regulations established by the District, which rates are as follows:

(a) Energy Charge: The Owner will pay for electric energy at the Irrigation rate set by resolution of the Board of Directors of the District from time to time during the term of this contract. The billing energy shall be the determined and recorded by the District's metering equipment. Billing will be made in accordance with the billing schedule of the District, a copy of which will be furnished the Owner upon request.

(b) Horsepower Demand Charge: The horsepower demand charge payable monthly during the irrigation season set forth by the District may be changed by the resolution of the Board of Directors of the District from time to time. The billing demand shall be determined and recorded by the District's metering equipment. The billing demand shall be the maximum kilowatt (kw) demand established by the customer for any fifteen (15) consecutive minute period during the month for which the bill is rendered.

(c) Bills are due and payable when received and are delinquent thirteen (13) days from the billing date. Interest will be charged on delinquent accounts if not paid by the last day for payment as stated on the statement at the highest rate allowed by law until the entire amount of the delinquent bill and interest thereon is paid. Service will be subject to discontinuance if full payment is not received by the date stated and set forth as the last day for payment.

(d) Production Cost Adjustment: In the event that adjustments are made to the District's wholesale cost of power, charges or credits may be made to this rate accordingly.

II. (a) It is further agreed that the District will not be liable for any damages occasioned by the failure or lack of proper motor protection equipment. The District will not be liable for the failure to furnish power or failure of power for any reason beyond its control. The Owner agrees that he shall be responsible for payment of all rate charges and the District shall hold him alone responsible. It is understood that all rate charges shall be chargeable to the owner alone and no bills or ledger account will be established by the District for any other person, firm or corporation.

(b) It is further agreed that should there be equipment failure of the metering equipment provided by the District, and no other proof of hours of operations can be documented, an average usage over a five-year or available period will be used to obtain the estimated usage. If history is not available, an average hours of operation will be negotiated with the Owner to provide a basis for billing.

III. This Contract shall become effective upon execution and shall continue in force from February 1, 2010, and therefore from month to month until canceled by written notice from the Owner to the District at least sixty (60) days in advance of the effective date of such requested cancellation. In the event of such termination, the District reserves the right to remove the electrical line and equipment installed to serve the Owner's irrigation well pump motors by the District. In the event the Owner requests reinstallation of such electrical line and equipment at a later date, the cost of non salvageable materials and labor for removal and reinstallation thereof shall be borne by the Owner in accordance with current policy of the District.

IV. The Owner agrees that reasonable excess will be afforded the District and its vehicles to the wells or pump motors and along the electrical transmission or distribution lines for the purposes of meter reading and maintenance, and, for the purpose of affording such access, the owner hereby grants a right-of-way easement to the District.

V. The Owner further agrees that this contract may be filed in the Office of the County Clerk or the Register of Deeds in the County where the real estate is situated. Such filing shall cause this instrument to be construed and legally treated as a mortgage on the described premises. Upon default of payment of the charges as herein provided, the District shall have the right to foreclose upon this contract in the manner and form provided for foreclosure of real estate mortgages under the statutes of the State of Nebraska.

VI. This Agreement shall be binding upon the successors or assigns of the Owner.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures in duplicate the day and date first above written.

WHEAT BELT PUBLIC POWER DISTRICT

By: _____

Tim Lindahl, General Manager

STATE OF NEBRASKA)

:ss

COUNTY OF CHEYENNE)

June 9, 2012
My Commission Expires

Owner

Owner

On this 11 day of February, 2010 before me a Notary Public in and for said County, personally came Tim Lindahl, Manager, Wheat Belt Public Power District to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Wheat Belt Public Power District. Witness my hand and Notarial Seal the day and year last above written.

STATE OF NEBRASKA)

:ss

COUNTY OF CHEYENNE)

Michelle Hodges
Notary Public My Comm. Exp. June 9, 2012

On this 8 day of FEBRUARY, 2010 before me, a Notary Public in and for said county, personally came TESSS FARMS INC by ESTHER HAUSER to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

1-14-11
My Commission Expires

Notary Public

105097

10	5	0	9	7
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No. 105097
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 5-6-2013 8:22 AM
 Time filed: MISC Book 304 Page 605
 Recorded in: MISC Book 304 Page 605
 Fee: \$40.00
 Doc: \$ Ruth E. Superschuh
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE (PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.00000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

Ethel House
By: Ethel House
Title:

By:
Title:

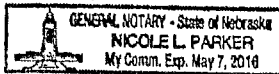
STATE OF Nebraska,
COUNTY OF Cheyenne) ss.

The foregoing instrument was acknowledged before me this 25th day of April 20B by
Esther Houser, President of

WITNESS my hand and official seal. T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns..

Signed for identification:

By: Arthur Houser
Title: Esther Houser

By: _____
Title: _____

By: James H. Zeders
Name: VP of Land
Title: _____

N.W. COR. SEC 28
FD. 5/8" REBAR



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

SCHEDULE A

PARCEL #2 TITLE COMMITMENT

File No. 2220044

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS SAID REFERENCE
HEREBY MADE A PART OF THIS SCHEDULE "A"**

EXHIBIT "A"

THAT PART OF THE W½ OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 47 WEST OF THE 6TH P.M., IN CHEYENNE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTHERLY S2°02'29"W ALONG THE WEST LINE OF SAID SECTION 458.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID WEST LINE S2°02'29"W A DISTANCE OF 2191.97 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE S88°10'01"E ALONG THE SOUTH LINE OF SAID NW¼, A DISTANCE OF 1058.81 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1328.26 FEET AND AN INTERIOR ANGLE OF 23°45'06"; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 550.63 FEET TO THE SAID SOUTH LINE OF SAID NW¼; THENCE ALONG SAID SOUTH LINE OF SAID NW¼ S88°10'01"E A DISTANCE OF 1037.65 FEET TO THE EAST LINE OF SAID NW¼; THENCE ALONG SAID EAST LINE OF SAID NW¼ N2°00'27"E A DISTANCE OF 2650.05 FEET TO THE NORTH LINE OF SAID NW¼; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID NW¼, N88°10'07"W A DISTANCE OF 2183.59 FEET TO THE EAST LINE OF THAT PORTION OF SAID SECTION CONVEYED TO NEBRASKA PUBLIC POWER DISTRICT AS DESCRIBED IN BOOK 111 AT PAGE 237 OF CHEYENNE COUNTY RECORDS; THENCE SOUTHERLY, ALONG SAID EAST LINE OF THAT PORTION OF SAID SECTION CONVEYED TO NEBRASKA PUBLIC POWER DISTRICT S2°02'29"W A DISTANCE OF 458.00 FEET TO THE SOUTH LINE OF SAID PORTION OF SAID SECTION CONVEYED TO NEBRASKA PUBLIC POWER DISTRICT; THENCE ALONG SAID SOUTH LINE N88°10'07"W A DISTANCE OF 458.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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 2021 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. 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.

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

SCHEDULE B, PART II

Exceptions

11. Irrigation Well Power Agreement, in favor of WHEAT BELT PUBLIC POWER DISTRICT, dated February 1, 2010 and recorded April 29, 2010 in Book "317", Page 28 of the Miscellaneous records of Cheyenne County, Nebraska.
12. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

111

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, T.E.S.S.S. Farms Inc.

NEBRASKA DOCUMENTARY
STAMP TAX

DEC 21 1979

\$ 2.75 BY Robert Houser

, herein called the grantor whether one or more,

in consideration of Two Thousand Five Hundred Dollars (\$2,500)

received from grantee, do hereby grant, bargain, sell, convey and confirm unto

Nebraska Public Power District, a public corporation and political subdivision
of the State of Nebraska.

herein called the grantee whether one or more, the following described real property in

Cheyenne County Nebraska

The north 458.0 ft. of the west 458.0 ft. of the Northwest Quarter of the
Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-Eight (28), Township Thirteen
(13) North, Range Forty-Seven (47) West of the 6th P.M. in Cheyenne County,
Nebraska, containing 4.82 acres more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appur-
tenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor
is lawfully seised of said premises; that they are free from encumbrance

Subject however, to all existing public roads and easements of record,

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend
the title to said premises against the lawful claims of all persons whomsoever.

Dated DECEMBER 13 1979

Attest:

Ethel Houser
Secretary

T.E.S.S.S. Farms, Inc., a Corporation

By: *Theodore R. Houser*
President

STATE OF NEBRASKA

Cheyenne County

On this 13th day of December, 1979, before

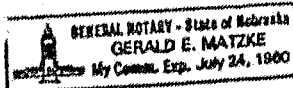
me, the undersigned a Notary Public, duly commissioned and qualified for

in said county, personally came Theodore R. Houser, President of
T.E.S.S.S. Farms, Inc., a Corporation,

to me known to be the identical person or persons whose name is or names are
affixed to the foregoing instrument and acknowledged the execution thereof to be
his, her or their voluntary act and deed.

(SEAL)

Witness my hand and Notarial Seal this day and year last above written.

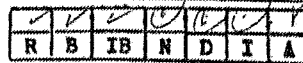


Notary Public

My Commission expires the 24 day of July, 1980

STATE OF Nebraska
County Cheyenne

4875



Entered on numerical index and filed for record in the Register of Deeds Office of said County the
21 day of December, 1979, at 11 o'clock and minutes A.M.,
and recorded in Book 111 of Deeds at page 237.

Chris Ahlstrom
Construction Management Supt.
Nov 1979
Cheyenne, Ne 68601

Rec 3.25
Tax 2.75

By *Robert Houser* Deputy

094998

0	9	4	9	9	8
RA	F	EP	N	DI	GP

No. _____
 STATE OF NEBRASKA)
 COUNTY OF CHEYENNE) SS
 Date filed: 4-29-2010 A10:23
 Time filed: _____
 Recorded in Mtg Book 317 Page 28
 Fee: \$ 10.50
 Doc: \$ — Beth E. Augenschuh
 Cheyenne County Clerk

Return to Wheat Belt PPD

PO Box 177, Sidney NE 69162

Handwritten: NPE 2010

Handwritten: [Illegible signature]

THIS AGREEMENT, made and entered into this 1st day of February, 2010 by and between WHEAT BELT PUBLIC POWER DISTRICT, hereinafter referred to as the "DISTRICT" and TESSS Farms INC of 658 Charles Dr Sidney NE 69162 hereinafter referred to as the "OWNER".

WITNESSETH:

That the District hereby agrees to make electric energy available to the Owner and the Owner agrees to purchase and does purchase, according to the terms and conditions set out below, electric energy used for pump irrigation on the following described premises: Legal Description 28-13-47 Account Number 2132802 Motor HP 74

I. The Owner agrees to pay and the District agrees to accept, for the electric energy and service provided to the Owner, an amount in accordance with the rate schedule of the District and all rules and regulations established by the District, which rates are as follows:

(a) Energy Charge: The Owner will pay for electric energy at the irrigation rate set by resolution of the Board of Directors of the District from time to time during the term of this contract. The billing energy shall be the determined and recorded by the District's metering equipment. Billing will be made in accordance with the billing schedule of the District, a copy of which will be furnished the Owner upon request.

(b) Horsepower Demand Charge: The horsepower demand charge payable monthly during the irrigation season set forth by the District may be changed by the resolution of the Board of Directors of the District from time to time. The billing demand shall be determined and recorded by the District's metering equipment. The billing demand shall be the maximum kilowatt (kw) demand established by the customer for any fifteen (15) consecutive minute period during the month for which the bill is rendered.

(c) Bills are due and payable when received and are delinquent thirteen (13) days from the billing date. Interest will be charged on delinquent accounts if not paid by the last day for payment as stated on the statement at the highest rate allowed by law until the entire amount of the delinquent bill and interest thereon is paid. Service will be subject to discontinuance if full payment is not received by the date stated and set forth as the last day for payment.

(d) Production Cost Adjustment: In the event that adjustments are made to the District's wholesale cost of power, charges or credits may be made to this rate accordingly.

II. (a) It is further agreed that the District will not be liable for any damages occasioned by the failure or lack of proper motor protection equipment. The District will not be liable for the failure to furnish power or failure of power for any reason beyond its control. The Owner agrees that he shall be responsible for payment of all rate charges and the District shall hold him alone responsible. It is understood that all rate charges shall be chargeable to the owner alone and no bills or ledger account will be established by the District for any other person, firm or corporation.

(b) It is further agreed that should there be equipment failure of the metering equipment provided by the District, and no other proof of hours of operations can be documented, an average usage over a five-year or available period will be used to obtain the estimated usage. If history is not available, an average hours of operation will be negotiated with the Owner to provide a basis for billing.

III. This Contract shall become effective upon execution and shall continue in force from February 1, 2010, and therefore from month to month until canceled by written notice from the Owner to the District at least sixty (60) days in advance of the effective date of such requested cancellation. In the event of such termination, the District reserves the right to remove the electrical line and equipment installed to serve the Owner's irrigation well pump motors by the District. In the event the Owner requests reinstallation of such electrical line and equipment at a later date, the cost of non salvageable materials and labor for removal and reinstallation thereof shall be borne by the Owner in accordance with current policy of the District.

IV. The Owner agrees that reasonable excess will be afforded the District and its vehicles to the wells or pump motors and along the physical transmission or distribution lines for the purposes of meter reading and maintenance, and, for the purpose of affording such access, the owner hereby grants a right-of-way easement to the District.

V. The Owner further agrees that this contract may be filed in the Office of the County Clerk or the Register of Deeds in the County where the real estate is situated. Such filing shall cause this instrument to be construed and legally treated as a mortgage on the described premises. Upon default of payment of the charges as herein provided, the District shall have the right to foreclose upon this contract in the manner and form provided for foreclosure of real estate mortgages under the statutes of the State of Nebraska.

VI. This Agreement shall be binding upon the successors or assigns of the Owner.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures in duplicate the day and date first above written.

WHEAT BELT PUBLIC POWER DISTRICT

By: Tim Lindahl

Tim Lindahl, General Manager

STATE OF NEBRASKA)

ss

COUNTY OF CHEYENNE)

June 9, 2012
My Commission Expires

Owner

On this 11 day of February, 2010, before me a Notary Public in and for said County, personally came Tim Lindahl, Manager, Wheat Belt Public Power District to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Wheat Belt Public Power District. Witness my hand and Notarial Seal the day and year last above written.

STATE OF NEBRASKA)

ss

COUNTY OF CHEYENNE)

Michelle Hodges
Notary Public

GENERAL NOTARY - State of Nebraska
MICHELLE HODGES
My Comm. Exp. June 9, 2012

On this 8 day of FEBRUARY, 2010, before me, a Notary Public in and for said county, personally came TESS FARM INC, STEPHEN HODGER to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

1-14-11
My Commission Expires

Pamela J. Wieser
Notary Public

GENERAL NOTARY - State of Nebraska
PAMELA J. WIESER
My Comm. Exp. Jan. 14, 2011

105097



No. 105097
 STATE OF NEBRASKA }
 COUNTY OF CHEYENNE } SS
 Date filed: 5-6-2013 8:22 AM
 Time filed:
 Recorded in: MISC Book 304 Page 605
 Fee: \$ 40.00
 Doc: \$ *Beth E. Augenschuh*
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE (PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.00000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

By: Esther Houses
Title:

By:
Title:

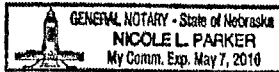
STATE OF Nebraska
COUNTY OF Cheyenne ss.

The foregoing instrument was acknowledged before me this 25th day of April, 20B by
Esther Houser, President of

WITNESS my hand and official seal. T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns.

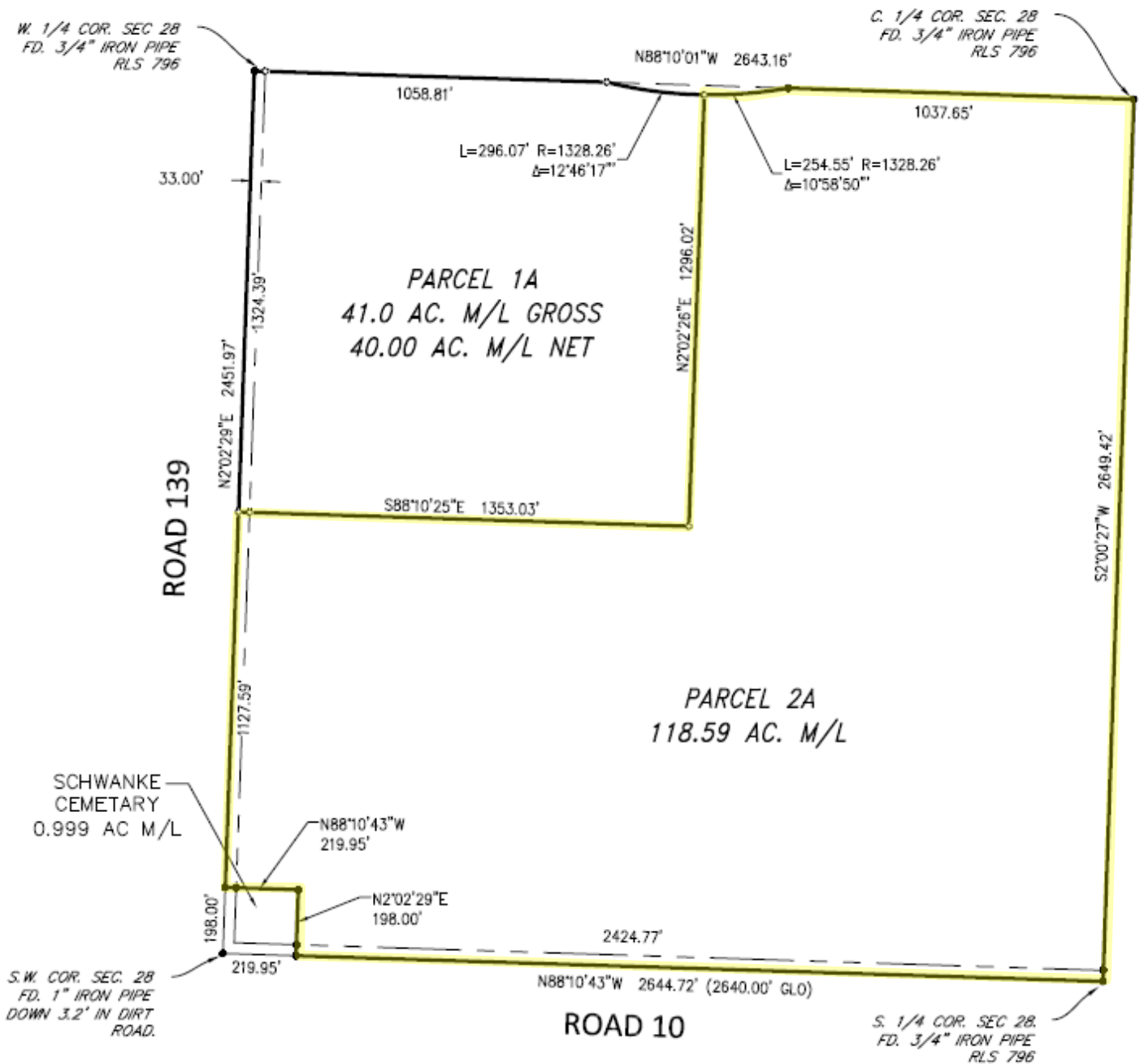
Signed for Identification:

Esther Houser
By: Esther Houser
Title:

By: _____
Title:

James H. Zeders
Lessee
By: James H. Zeders
Name
VP of Land
Title

PARCEL #3A - SURVEY OF PART OF THE SW 1/4 BEING SOLD



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

SCHEDULE A

File No. 2220045

PARCEL #3A TITLE COMMITMENT

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS SAID
REFERENCE HEREBY MADE A PART OF THIS SCHEDULE "A"**

EXHIBIT "A"

ALL OF THE SE¼ OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 47 WEST OF THE 6TH P.M., IN CHEYENNE COUNTY, NEBRASKA, AND

THAT PART OF THE SW¼ OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 47 WEST OF THE 6TH P.M., IN CHEYENNE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE N2°02'29" E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1325.59 FEET TO THE POINT OF BEGINNING; THENCE S88°10'25" A DISTANCE OF 1353.03; THENCE N2°02'26"E A DISTANCE OF 1296.02 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1328.26 FEET AND A CENTRAL ANGLE OF 10°58'50"; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 254.55 FEET TO THE NORTH LINE OF THE SW¼ OF SAID SECTION; THENCE S88°10'01"E ALONG SAID NORTH LINE OF SAID SW¼ A DISTANCE OF 1037.65 FEET TO THE EAST LINE OF SAID SW¼; THENCE ALONG SAID EAST LINE OF SAID SW¼ S0°02'27"W A DISTANCE OF 2649.42 TO THE SOUTH LINE OF SAID SW¼; THENCE ALONG SAID SOUTH LINE OF SAID SW¼ N88°10'43"W A DISTANCE OF 2424.77 TO THE EAST LINE OF SCHWANKE CEMETERY AS DESCRIBED IN BOOK 178 AT PAGE 127 OF CHEYENNE COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SCHWANKE CEMETERY THE FOLLOWING 2 DESCRIBED COURSES: N2°02'29"E A DISTANCE OF 198.00 FEET; THENCE N88°10'43"W A DISTANCE OF 219.95 FEET TO THE WEST LINE OF SAID SW¼; THENCE N2°02'29"E ALONG SAID WEST LINE OF SAID SW¼ A DISTANCE OF 1127.59 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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 2021 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. 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.

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

SCHEDULE B, PART II

Exceptions

11. Irrigation Well Power Agreement, in favor of WHEAT BELT PUBLIC POWER DISTRICT, dated February 1, 2010 and recorded April 29, 2010 in Book "317", Page 28 of the Miscellaneous records of Cheyenne County, Nebraska.
12. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

094998

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RA	F	BP	N	DI	BP		

No. _____
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 4-29-2010 A10:23
 Time filed: _____
 Recorded in: Mtg Book 317 Page 28
 Fee: \$ 10.50
 Doc: \$ _____
 Beth E. Augenschuh
 Cheyenne County Clerk

Return to Wheat Belt PPD
PO Box 177, Sidney NE 69162

THIS AGREEMENT, made and entered into this 1st day of February, 2010 by and between WHEAT BELT PUBLIC POWER DISTRICT, hereinafter referred to as the "DISTRICT" and TESSS Farms INC of 658 Charles Dr Sidney NE 69162 hereinafter referred to as the "OWNER".

WITNESSETH:

That the District hereby agrees to make electric energy available to the Owner and the Owner agrees to purchase and does purchase, according to the terms and conditions set out below, electric energy used for pump irrigation on the following described premises: Legal Description 28-13-47 Account Number 2132802 Motor HP 74

I. The Owner agrees to pay and the District agrees to accept, for the electric energy and service provided to the Owner, an amount in accordance with the rate schedule of the District and all rules and regulations established by the District, which rates are as follows:

(a) Energy Charge: The Owner will pay for electric energy at the irrigation rate set by resolution of the Board of Directors of the District from time to time during the term of this contract. The billing energy shall be the determined and recorded by the District's metering equipment. Billing will be made in accordance with the billing schedule of the District, a copy of which will be furnished the Owner upon request.

(b) Horsepower Demand Charge: The horsepower demand charge payable monthly during the irrigation season set forth by the District may be changed by the resolution of the Board of Directors of the District from time to time. The billing demand shall be determined and recorded by the District's metering equipment. The billing demand shall be the maximum kilowatt (kw) demand established by the customer for any fifteen (15) consecutive minute period during the month for which the bill is rendered.

(c) Bills are due and payable when received and are delinquent thirteen (13) days from the billing date. Interest will be charged on delinquent accounts if not paid by the last day for payment as stated on the statement at the highest rate allowed by law until the entire amount of the delinquent bill and interest thereon is paid. Service will be subject to discontinuance if full payment is not received by the date stated and set forth as the last day for payment.

(d) Production Cost Adjustment: In the event that adjustments are made to the District's wholesale cost of power, charges or credits may be made to this rate accordingly.

II. (a) It is further agreed that the District will not be liable for any damages occasioned by the failure or lack of proper motor protection equipment. The District will not be liable for the failure to furnish power or failure of power for any reason beyond its control. The Owner agrees that he shall be responsible for payment of all rate charges and the District shall hold him alone responsible. It is understood that all rate charges shall be chargeable to the owner alone and no bills or ledger account will be established by the District for any other person, firm or corporation.

(b) It is further agreed that should there be equipment failure of the metering equipment provided by the District, and no other proof of hours of operations can be documented, an average usage over a five-year or available period will be used to obtain the estimated usage. If history is not available, an average hours of operation will be negotiated with the Owner to provide a basis for billing.

III. This Contract shall become effective upon execution and shall continue in force from February 1, 2010, and therefore from month to month until canceled by written notice from the Owner to the District at least sixty (60) days in advance of the effective date of such requested cancellation. In the event of such termination, the District reserves the right to remove the electrical line and equipment installed to serve the Owner's irrigation well pump motors by the District. In the event the Owner requests reinstallation of such electrical line and equipment at a later date, the cost of non salvageable materials and labor for removal and reinstallation thereof shall be borne by the Owner in accordance with current policy of the District.

IV. The Owner agrees that reasonable excess will be afforded the District and its vehicles to the wells or pump motors and along the electrical transmission or distribution lines for the purposes of meter reading and maintenance, and, for the purpose of affording such access, the owner hereby grants a right-of-way easement to the District.

V. The Owner further agrees that this contract may be filed in the Office of the County Clerk or the Register of Deeds in the County where the real estate is situated. Such filing shall cause this instrument to be construed and legally treated as a mortgage on the described premises. Upon default of payment of the charges as herein provided, the District shall have the right to foreclose upon this contract in the manner and form provided for foreclosure of real estate mortgages under the statutes of the State of Nebraska.

VI. This Agreement shall be binding upon the successors or assigns of the Owner.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures in duplicate the day and date first above written.

WHEAT BELT PUBLIC POWER DISTRICT

By: Tim Lindahl
Tim Lindahl, General Manager

STATE OF NEBRASKA)

ss

COUNTY OF CHEYENNE)

TESSS Farms Inc / Peter Hansen Pres
Owner

June 9, 2012
My Commission Expires

Owner

On this 11 day of February, 2010, before me a Notary Public in and for said County, personally came Tim Lindahl, Manager, Wheat Belt Public Power District to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Wheat Belt Public Power District. Witness my hand and Notarial Seal the day and year last above written.

STATE OF NEBRASKA)

ss

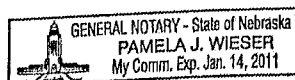
COUNTY OF CHEYENNE)

Michelle Hodges
Notary Public

On this 8 day of FEBRUARY, 2010, before me, a Notary Public in and for said county, personally came TESS FARM INC / PETER HANSEN to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

1-14-11
My Commission Expires

Pamela J. Wieser
Notary Public



105097



No. 105097
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 5-6-2013 8:22 AM
 Time filed:
 Recorded in MISC Book 304 Page 605
 Fee: \$40.00
 Doc: \$ Beth E. Suprenant
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE

(PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.00000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations; and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

By: Eather Houses
Title:

By: _____
Title:

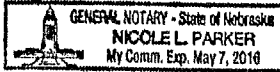
STATE OF Nebraska,
COUNTY OF Cheyenne) ss.

The foregoing instrument was acknowledged before me this 25th day of April 20B by
Esther Houser, President of

WITNESS my hand and official seal. T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns.

Signed for identification:

By: Esther Houser
Title:

By: _____
Title:

By: James H. Zeders
Name
Title: VP of Land

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

SCHEDULE A

File No. 2220046

PARCEL #3B TITLE COMMITMENT

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**The NW¼ of Section 32, Township 13 North, Range 47 West of the 6th P.M., in
Cheyenne 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 2021 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. 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.

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

SCHEDULE B, PART II

Exceptions

11. Irrigation Well Power Agreement, in favor of WHEAT BELT PUBLIC POWER DISTRICT, dated February 1, 2010 and recorded April 29, 2010 in Book "317", Page 26 of the Miscellaneous records of Cheyenne County, Nebraska.
12. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

094997

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RA	F	BP	N	DI	GP	

No. _____

STATE OF NEBRASKA)
COUNTY OF CHEYENNE) SS

Date filed: 4-29-2010 A 10:22

Time filed:

Recorded in Mtg Book 317 Page 26

Fee: \$ 10.50

Doc: \$ —

Beth E. Augenschuh

Cheyenne County Clerk

Return to Wheat Belt PPD

PO Box 177, Sidney NE 69162

THIS AGREEMENT, made and entered into this 1st day of February, 2010 by and between WHEAT BELT PUBLIC POWER DISTRICT, hereinafter referred to as the "DISTRICT" and TESS Farms INC of 658 Charles Dr Sidney NE 69162 hereinafter referred to as the "OWNER".

WITNESSETH:

That the District hereby agrees to make electric energy available to the Owner and the Owner agrees to purchase and does purchase, according to the terms and conditions set out below, electric energy used for pump irrigation on the following described premises: Legal Description 32-13-47
Account Number 2125003 Motor HP 68

I. The Owner agrees to pay and the District agrees to accept, for the electric energy and service provided to the Owner, an amount in accordance with the rate schedule of the District and all rules and regulations established by the District, which rates are as follows:

(a) Energy Charge: The Owner will pay for electric energy at the Irrigation rate set by resolution of the Board of Directors of the District from time to time during the term of this contract. The billing energy shall be the determined and recorded by the District's metering equipment. Billing will be made in accordance with the billing schedule of the District, a copy of which will be furnished the Owner upon request.

(b) Horsepower Demand Charge: The horsepower demand charge payable monthly during the irrigation season set forth by the District may be changed by the resolution of the Board of Directors of the District from time to time. The billing demand shall be determined and recorded by the District's metering equipment. The billing demand shall be the maximum kilowatt (kw) demand established by the customer for any fifteen (15) consecutive minute period during the month for which the bill is rendered.

(c) Bills are due and payable when received and are delinquent thirteen (13) days from the billing date. Interest will be charged on delinquent accounts if not paid by the last day for payment as stated on the statement at the highest rate allowed by law until the entire amount of the delinquent bill and interest thereon is paid. Service will be subject to discontinuance if full payment is not received by the date stated and set forth as the last day for payment.

(d) Production Cost Adjustment: In the event that adjustments are made to the District's wholesale cost of power, charges or credits may be made to this rate accordingly.

II. (a) It is further agreed that the District will not be liable for any damages occasioned by the failure or lack of proper motor protection equipment. The District will not be liable for the failure to furnish power or failure of power for any reason beyond its control. The Owner agrees that he shall be responsible for payment of all rate charges and the District shall hold him alone responsible. It is understood that all rate charges shall be chargeable to the owner alone and no bills or ledger account will be established by the District for any other person, firm or corporation.

(b) It is further agreed that should there be equipment failure of the metering equipment provided by the District, and no other proof of hours of operations can be documented, an average usage over a five-year or available period will be used to obtain the estimated usage. If history is not available, an average hours of operation will be negotiated with the Owner to provide a basis for billing.

III. This Contract shall become effective upon execution and shall continue in force from February 1, 2010, and therefore from month to month until canceled by written notice from the Owner to the District at least sixty (60) days in advance of the effective date of such requested cancellation. In the event of such termination, the District reserves the right to remove the electrical line and equipment installed to serve the Owner's irrigation well pump motors by the District. In the event the Owner requests reinstallation of such electrical line and equipment at a later date, the cost of non salvageable materials and labor for removal and reinstallation thereof shall be borne by the Owner in accordance with current policy of the District.

IV. The Owner agrees that reasonable excess will be afforded the District and its vehicles to the wells or pump motors and along the electrical transmission or distribution lines for the purposes of meter reading and maintenance, and, for the purpose of affording such access, the owner hereby grants a right-of-way easement to the District.

V. The Owner further agrees that this contract may be filed in the Office of the County Clerk or the Register of Deeds in the County where the real estate is situated. Such filing shall cause this instrument to be construed and legally treated as a mortgage on the described premises. Upon default of payment of the charges as herein provided, the District shall have the right to foreclose upon this contract in the manner and form provided for foreclosure of real estate mortgages under the statutes of the State of Nebraska.

VI. This Agreement shall be binding upon the successors or assigns of the Owner.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures in duplicate the day and date first above written.

WHEAT BELT PUBLIC POWER DISTRICT

By: Tim Lindahl, General Manager

STATE OF NEBRASKA)

:ss

COUNTY OF CHEYENNE)

June 9, 2012
My Commission Expires

TESS Farms Inc / Esther House
Owner

Owner

On this 11 day of February, 2010, before me a Notary Public in and for said County, personally came Tim Lindahl, Manager, Wheat Belt Public Power District to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Wheat Belt Public Power District. Witness my hand and Notarial Seal the day and year last above written.

STATE OF NEBRASKA)

:ss

COUNTY OF CHEYENNE)

Michelle Hodges
Notary Public - State of Nebraska
My Comm. Exp. June 9, 2012

On this 8 day of FEBRUARY, 2010, before me, a Notary Public in and for said county, personally came TESS FARMS by ESTHER HOUSE to me known to be the identical person whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be, his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

1-14-11
My Commission Expires

Pamela J. Wieser
Notary Public

GENERAL NOTARY - State of Nebraska
PAMELA J. WIESER
My Comm. Exp. Jan. 14, 2011

105097

RA	BP	NP	DI	OP
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No. 105097
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 5-6-2013 8:22 AM
 Time filed: MISC Book 304 Page 605
 Recorded in: MISC Book 304 Page 605
 Fee: \$40.00
 Doc: \$ Ruth E. Suppachuk
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE (PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.00000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

By: Esther House
Title:

By: _____
Title:

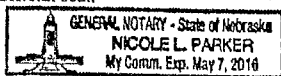
STATE OF Nebraska,
COUNTY OF Cheyenne) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 20B by
Esther Houser, President of

WITNESS my hand and official seal. T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns..

Signed for identification:

By: Esther Houses
Title: _____

By: _____
Title: _____

By: James H. Zeders
Name: _____
Title: VP of Land

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

SCHEDULE A

File No. 2220047

PARCEL #4A TITLE COMMITMENT

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**The SW¼ of Section 1, Township 12 North, Range 48 West of the 6th P.M., in
Cheyenne County, Nebraska**

**The E½ of Section 2, Township 12 North, Range 48 West of the 6th P.M., in
Cheyenne 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 2021 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. 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.

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

**SCHEDULE B, PART II
Exceptions**

11. Reservation in favor of the FEDERAL FARM MORTGAGE CORPORATION, its successors and assigns, of an undivided one-half interest in all oil, gas and minerals, as shown in Deed dated April 18, 1939 and recorded April 29, 1939 in Book "37", Page 461 of the Deed records of Cheyenne County, Nebraska.
12. Right-of-way Grant in favor of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors and assigns, dated August 21, 1953 and recorded December 24, 1953 in Book "54", Page 13 of the Miscellaneous records of Cheyenne County, Nebraska.
13. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

DEED OF CONVEYANCE

Serial No 10410

Federal Farm Mortgage Corporation

To

Lena S. Houser

The State of Nebraska)
Cheyenne County) ss.

Entered on Numerical Index and filed for record in the Clerk's office of said county the 29 day of April 1939 at 5 o'clock and -- minutes P. M., and recorded in Book 37 on Page 461.

I. L. Pindell
County Clerk

DEED OF CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Federal Farm Mortgage Corporation, a corporation, existing under the provisions of the Federal Farm Mortgage Corporation Act of January 31, 1934, in consideration of Three Thousand Five Hundred and No/100ths (\$3,500.00) Dollars, does hereby grant, bargain, sell, convey and confirm unto LENA S. HOUSER the following described real estate, situated in the County of Cheyenne, State of Nebraska, subject to any existing highways, easements and any reservations in the United States and State patents. to-wit:

The Southwest Quarter of Section One (SW 1/4 Sec. 1); and
The Northeast Quarter of Section Two (NE 1/4 Sec. 2); all
in Township Twelve (12) North, Range Forty-eight (48),
West of the Sixth (6th) Principal Meridian, excepting
and reserving one-half (1/2) of all oil, gas and mineral
rights therein which are expressly reserved and retained
by grantor,

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, claim or demand whatsoever of the said Federal Farm Mortgage Corporation, of Washington, D. C., of, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said LENA S. HOUSER and to her heirs and assigns forever.

This conveyance is made subject to a first mortgage lien on said premises in the original sum of Two Thousand and No/100ths (\$2,000.00) Dollars, payable to The Federal Land Bank of Omaha and recorded in Book 59, page 323 of the records of said county, which mortgage lien the grantee assumes and agrees to pay as a part of the purchase price for said premises.

And the said Federal Farm Mortgage Corporation hereby covenants with the said LENA S. HOUSER, her heirs and assigns that it is lawfully seized of said premises; that it has good right and lawful authority to sell the above described premises under and by virtue of Section 2 of the Federal Farm Mortgage Corporation Act, approved January 31, 1934 (12 U. S., C., Section 1020-4).

IN WITNESS WHEREOF, the Federal Farm Mortgage Corporation has caused these presents to be executed by the officers authorized by its Board of Directors to execute deeds and conveyances, and its corporate seal to be hereunto affixed this 18th day of April, 1939.

Witness:

Mary E. Dayhoff

FEDERAL FARM MORTGAGE CORPORATION

By Jacob J. Grest
Vice President

Attest Wayne E. Smith
Assistant Secretary

Know All Men by these Presents:

That the Grantors,

J.W. Houser Sr and Lena Houser

husband and wife

of the County of

Cheyenne

and State of

Nebraska

for and in consideration

of the sum of Twenty-five (25) cents per linear rod, receipt of Five Dollars, of which consideration is hereby acknowledged, the balance to be paid within sixty days after the completion of any pipe line constructed hereunder, do hereby GRANT, CONVEY and CONFIRM unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns thereafter collectively called "Grantee" the RIGHT-OF-WAY and EASEMENT to construct, install, maintain, remove, replace and operate pipe lines and appurtenances thereto, for the transportation of gas, gasoline, oil, petroleum products and other fluids, or any thereof, in, under, upon and through the following described lands situated in the County of Cheyenne and State of Nebraska to-wit:

The Northeast Quarter of Section 2, Township 12 North, Range 48 West.

TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipe lines and appurtenances thereto, shall be maintained; together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, removing and replacing the property of Grantee located therein, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

(1) Grantee agrees to lay all pipe hereunder at such depth as not to interfere with the cultivation of the soil; to pay Grantors any damages to growing crops, fences or other improvements which may arise from the operations of Grantee; any such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantors, or their assigns, one by Grantee, and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

(2) Grantee shall have the right from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns, of an additional sum of Twenty-five cents per linear rod for each such additional line.

(3) Grantee agrees, as further consideration for this grant, to pay Grantors an additional Twenty-five (25) cents per linear rod for any pipe line or section thereof, constructed hereunder having an outside diameter of eight inches or over.

(4) As further consideration for this grant, Grantee agrees to install a tap on any gas pipe line constructed by Grantee upon Grantors' said premises for the purpose of supplying gas, so long as such pipe line shall be maintained by Grantee for use upon said premises for domestic purposes only and not for resale. Gas supplied under the terms of this clause shall be measured and delivered at the line of Grantee at the same price and under the same rules and regulations, as far as applicable, as in effect from time to time for similar service to domestic customers in the nearest city or town in the state of Nebraska, in which Grantee retails natural gas. All connections and equipment from the outlet of the meter shall be furnished and paid for by Grantors under rules and regulations of Grantee. The meter and regulator setting will be installed by Grantee which will retain ownership thereof. This provision shall be given effect upon written notice from Grantors.

(5) It is agreed by Grantors that any payment of consideration due under the terms hereof may be made jointly to Grantors and any mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this

21st

day of

August

1913.

In presence of:

J. W. Houser Sr.
Lena Houser

Geo. R. M. Kirby
Right-of-Way Agent.

STATE OF Nebraska

COUNTY OF Cheyenne ss.

BE IT REMEMBERED that on this 21st day of August, A. D. 1913, before me, a notary public in and for the county and state aforesaid, personally appeared the above named

J.W. Houser Sr and Lena Houser husband and wife

who are personally known to me and known to me to be the same persons who executed the foregoing instrument and each of them acknowledged the execution of the same and acknowledged said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires

Geo. R. M. Kirby
Notary Public

RIGHT-OF-WAY GRANT

Like _____

No. _____

State _____ County _____

Twp. _____ Range _____ Sec. _____ Frac. _____

Grantors _____

10994

The State of Nebraska, }
Cheyenne County, }

Entered on Numerical Index and
Filed for record in the Clerk's office of

the County of _____ day of
Dec. 24 53 at 11

by _____ A. D. and
_____ 54 on

13
Dundell
County Clerk

BY _____ Deputy

[Signature]
W. E. N. B. C.

200
Tan-Nub Natural Gas Co
Phillipsburg, Kansas

STATE OF _____
COUNTY OF _____
BE IT REMEMBERED that on this _____ day of _____ A. D. 195 _____

Vice-President, and

Assistant Secretary of

corporation, who are personally known to me and known to me to be respectively Vice-President and Assistant Secretary of said corporation, and the same persons who as such Vice-President and Assistant Secretary, respectively, executed the foregoing instrument, and they severally duly acknowledged the execution of the same as their voluntary act and deed as such Vice-President and Assistant Secretary, respectively, and for and on behalf of and as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires _____

Notary Public

105097



No. 105097
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 5-6-2013 8:22 AM
 Time filed:
 Recorded in MISC Book 304 Page 605
 Fee: \$40.00
 Doo: Beth E. Suprenant
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE

(PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.00000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

By: Ester Houser
Title:

By:
Title:

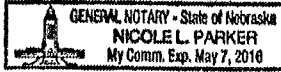
STATE OF Nebraska
COUNTY OF Cheyenne) ss.

The foregoing instrument was acknowledged before me this 25th day of April 20B by
Esther Houser, President of

WITNESS my hand and official seal. T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns.

Signed for identification:

By: Esther Houser
Title: _____

By: _____
Title: _____

By: James H. Zeders
Name: _____
Title: VP of Land

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

SCHEDULE A

File No. 2220048

PARCEL #4B TITLE COMMITMENT

1. Commitment Date: January 27, 2022 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:

T.E.S.S.S. FARMS, INC., a Nebraska Corporation

5. The Land is described as follows:

**The W½ of Section 11, Township 12 North, Range 48 West of the 6th P.M., in
Cheyenne County, Nebraska**

<p align="center">Chicago Title Insurance Company Commitment for Title Insurance</p>

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 2021 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. 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.

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

SCHEDULE B, PART II

Exceptions

11. Reservation in favor of the heirs of JOHN D. DEMERS, of an undivided one-half interest in all oil, gas and minerals, for 15 years, and as long thereafter as oil, gas or other minerals are produced therefrom, as shown in Deed dated January 25, 1983 and recorded January 25, 1983 in Book "114", Page 402 of the Deed records of Cheyenne County, Nebraska.
12. Oil, Gas and Mineral Lease in favor of OSAGE LAND COMPANY, its successors and assigns, dated April 25, 2013 and recorded May 6, 2013 in Book "304", Page 605 of the Miscellaneous records of Cheyenne County, Nebraska.

End of Schedule B - Section 2

PERSONAL REPRESENTATIVE'S DEED
GENERAL

JOHN D. DEMERS,

Personal Representative of the Estate of

JOHN C. DEMERS

Deceased, GRANTOR, in consideration of

Other Valuable Consideration and One and no/100----- DOLLARS received from GRANTEE,

T. E. S. S. FARMS, Inc.,

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The West Half (W/2) of Section Eleven (11),
Township Twelve (12) North, Range Forty-eight
(48), West of the 6th P. M., in Cheyenne
County, Nebraska.

MINERAL RESERVATION: Grantor herein hereby reserves an undivided one-half interest
in and to all oil, gas and other minerals in, on or under the
above described premises for a term of fifteen (15) years
from and after October 15, 1982, and so long thereafter
as oil, gas or other minerals are being mined or produced.

NEBRASKA DOCUMENTARY
STAMP TAX

JAN 25 1983

\$ 106.70

B

subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same.

Executed.... January 25, 19 83..

ESTATE OF JOHN C. DEMERS , DECEASED.

By

John D. Demers

Personal Representative

STATE OF NEBRASKA

COUNTY OF Cheyenne

) SS.

The foregoing instrument was acknowledged before me on January 25, 19 83,
by John D. Demers , Personal Representative of the Estate of

John C. Demers

, Deceased.



Notary Public

My commission expires July 1, 1986

STATE OF NEBRASKA, County of Cheyenne

14724

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
R	B	I	B	N	D	I	A

Filed for record and entered in Numerical Index on Jan. 25, 1983 at 3 o'clock P.M., and
recorded in Deed Record 114, Page 402.

Rec 3.25 due
Jan 16 '86 paid

Robert L. Demers
County or Deputy County Clerk
Register or Deputy Register of Deeds

PERSONAL REPRESENTATIVE'S DEED
GENERAL

PAGE 1 OF 1 PAGE

105097



No. 105097
 STATE OF NEBRASKA } SS
 COUNTY OF CHEYENNE }
 Date filed: 5-6-2013 8:22 AM
 Time filed:
 Recorded in MISC Book 304 Page 605
 Fee: \$ 40.00
 Doc: \$ *Beth E. Augenschuh*
 Cheyenne County Clerk

Return to Osage Land Company
 Will Pick Up

OIL, GAS AND MINERAL LEASE

(PAID-UP)

THIS AGREEMENT made April 25, 2013, between:

T.E.S.S.S. Farms, Inc., a Nebraska Corporation
 c/o Esther L. Houser
 658 Charles Drive
 Sidney, NE 69162

, Lessor (whether one or more), and Osage Land Company, Lessee, whose address is P.O. Box 20772, Oklahoma City, OK, 73156.

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets, exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other methods, prospecting, mining, and drilling for, and operating and producing oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), gas (including, but not limited to, casinghead gas, coal seam gas and shale gas, helium and all other constituents) and all other minerals, including injecting gas, water, other fluids, air, and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, power lines, and other structures and things thereon required to produce, save, take care of, treat, process, store, and transport said oil, gas and minerals and other products manufactured therefrom, with the right of ingress and egress over the following described lands ("leased premises") in Cheyenne County, Nebraska, to-wit:

All of Sec. 32-13N-48W of 6th P.M.
 W/2 & SE/4 of Sec. 28-13N-48W of 6th P.M.
 SW/4 of Sec. 1-12N-48W of 6th P.M.
 E/2 of Sec. 2-12N-48W of 6th P.M.
 W/2 of Sec. 11-12N-48W of 6th P.M.

The leased premises also include any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has preferential right of acquisition or (c) all riparian rights and land acquired or effected by avulsion, reliction, and accretion adjoining and adjacent to any streams, rivers, creeks or bodies of water and rights which are, or may be, incident thereto and/or a part thereof, together with all the interest in the oil, gas, and minerals underlying the bed of any stream, river, creek or body of water. For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 1920.000000000 acres, whether actually containing more or less, and any recital of acreage in any tract shall be deemed to be an approximate amount of the acreage thereof. The bonus money paid for this lease shall be sufficient to cover all land described herein irrespective of the number of acres contained therein.

2. This lease, which is a "paid-up" lease requiring no delay rentals, shall remain in force for a term of five (5) years from the date of execution by Lessor (herein called primary term), and as long thereafter as oil, gas, or other minerals are produced from the leased premises or on land with which the leased premises or any part of thereof is pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessee is under no obligation to commence or continue any operation during the primary term.

3. The royalties to be paid by Lessee are: (a) on oil (including, but not limited to, distillate and condensate, and oil produced from coal and shale), the net one-seventh (1/7th) of that produced, saved and sold from the leased premises, same to be delivered at the well or to the credit of Lessor in the pipe line to which the well may be connected. Lessee, at its option may, at any time and from time to time, pay Lessor the amount realized by Lessee from Lessee's oil purchaser for Lessor's one-seventh (1/7th) part of such oil which shall be based on the same price received by Lessee for its share of oil sold; (b) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-seventh (1/7th) of the net wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used; (c) on gas, including but not limited to casinghead gas, coal seam and shale gas, helium and other constituents) produced from the leased premises and used off of the premises by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-seventh (1/7th) of the gas so used off the premises; (d) Lessee to deduct from payments in (a), (b) and (c) above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body; (e) on all other mined and marketable minerals, one-seventh (1/7th) either in kind or in value, at the well or mine, at Lessee's election, except that on sulphur the royalty shall be Three Dollars (\$3.00) per long ton; and (f) if at any time after expiration of the primary term there is a well on the leased premises capable of producing in paying quantities and such well is shut-in, and this lease is not continued in force by production from another well, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in; or the date this lease ceases to be maintained otherwise as provided herein, whichever

is the later date ("shut-in royalty payment due date"), and if before the expiration of such period Lessee tenders a shut-in royalty payment of Five Dollars (\$5.00) per acre then covered by the lease, in accordance with paragraph 4, below, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of this lease. Royalty accruing to the Lessor on any production from the leased premises during any annual period that shut-in royalty payment is paid may be credited against such shut-in royalty payment.

4. All shut-in royalty payments under this lease shall be sent directly to Lessor until Lessor advises Lessee in writing otherwise. The payment of shut-in royalty may be made by check or draft of Lessee, mailed or delivered to Lessor, on or before the shut-in royalty payment due date, and annually thereafter for so long as the well remains shut-in and neither production from another well nor any operations hereunder are otherwise maintaining the lease in force. If Lessee, on or before any shut-in payment due date, makes a bona fide attempt to pay a shut-in royalty payment in accordance with Lessee's records at the time of such payment, and such payment was erroneous in any regard, this lease shall nevertheless remain in effect as if such erroneous payment had been made properly, provided that the Lessee shall make such payment within thirty (30) days following receipt of written notice from Lessor with the necessary documents and information to enable Lessee to make proper payment.

5. Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to the Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

6. In addition to and not in limitation of the rights granted in paragraph 5 hereof, Lessee is hereby given the power and the right, as to all or any part of the leased premises, as to any stratum or strata thereunder, and as to oil and gas, or either one separately, or other minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, at any time, and from time to time, either before or after production, to pool and unitize all or any part of the leased premises with other lands and leases, or any part thereof adjacent, adjoining, or located within the immediate vicinity of this lease, whether owned by Lessee or other party so as to form a unit, when, in the sole judgment of Lessee, it is necessary or advisable to do so to develop and operate the leased premises properly. Each such unit may, from time to time, be amended by Lessee. As to each unit so created by Lessee, there shall be allocated to the acreage covered by the lease, and included in the pooled unit, such portion of the production from said unit as the number of acres out of this lease placed in said unit, as such unit from time to time may contain, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties elsewhere specified in the lease, based upon the production, or proceeds therefrom, so allocated to this lease. The commencement, drilling, completion, reworking or securing of production from a well or a well shut-in on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if the well were located on the leased premises. The forming or amending of a unit shall be accomplished by Lessee's executing and recording in the county or counties in which such unit is located a declaration identifying and describing the unit. Any unit created by Lessee in accordance with the terms hereof may be released and dissolved by Lessee's filing a release in the county or counties in which such unit is located.

7. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or on lands pooled therewith, but Lessee is conducting drilling or reworking operations, this lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation of more than ninety (90) days (whether in the same well or successive wells), and if such drilling or reworking operations result in production of oil, gas, or other minerals, for so long thereafter as such production continues or this lease is otherwise maintained under the provisions hereof. Drilling operations or mining operation shall be deemed to be commenced when the first material is placed on the leased premises or when the work other than surveying or staking the location is done thereon which is necessary for operations. If production on this lease ceases for any cause after the expiration of the primary term, this lease shall continue in force if drilling or reworking operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of such drilling or reworking operations, conducted without cessation of more than ninety (90) days (whether in the same well or successive wells), this lease shall continue so long thereafter as production continues or this lease is otherwise maintained under the provisions hereof.

8. Lessee shall have free use of oil, gas, and water from the leased premises, except water from Lessor's well and reservoirs, for all operations hereunder, including but not limited to repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any oil and gas so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within five hundred feet (500ft.) of any residence or structure now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part. All of the covenants, obligations, and rights under this lease shall extend to and be binding upon Lessor and Lessee, and their respective successors and assigns, but no change or division in ownership of the leased premises, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the leased premises shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease affecting only a portion of the leased premises, any payments due hereunder may be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment, or breach of any term hereof, by one shall not affect the rights of the other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder.

10. When drilling or other operations conducted hereunder are prevented, delayed, or interrupted by storm, flood, or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workman, or failure of carriers to transport or furnish facilities for transportation, or by reason of the lack or unavailability of material or equipment, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. If from such causes Lessee is prevented from conducting drilling or other operations on, or producing oil or gas from, the leased premises or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof. All express or implied covenants of this lease shall be subject to all federal and state laws, rules, regulations, and Executive orders, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply with such covenants if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or as a result of any cause whatsoever beyond the control of the Lessee.

11. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this instrument.

12. Lessor agrees that the Lessee shall have the right, at its option, to pay for Lessor, any tax, mortgage, or other lien payment due and affecting the leased premises in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to the rights of the holder thereof, with the right to enforce same, or Lessee may deduct from any amounts of money which Lessor may be due under the terms of this lease such amount paid by the Lessee for Lessor for any tax, mortgage, or other lien payment due. Without impairments of the Lessee's rights under warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties, including shut-in royalties, to be paid Lessor shall be reduced in the proportion which Lessor's interest bears to the entire fee simple estate. Should any one or more of the parties named above as Lessor's fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. Lessee shall have the right at any time, and from time to time, to surrender this lease, as to all or any portion, of the leased premises and as to any strata or stratum by delivering to Lessor, or by placing of record in the county in which said land is situated a release. Thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter any payments due hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

14. Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release, and waive all rights under and by virtue of the homestead exemption laws affecting the leased premises, insofar as same may in any way affect the purposes for which this lease was made.

15. For the same consideration recited in the first paragraph above, Lessor hereby grants and conveys unto Lessee, its successors and assigns, rights-of-way and easements over, across and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection of, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands. The rights-of-way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights-of-way or easements shall continue in existence so long as the same are deemed necessary, in the sole discretion, of the Lessee, its successors or assigns, even though the oil and gas lease rights may sooner terminate. The Lessee and its successors and assigns shall only be required to pay \$5.00 per rod for ordinary wear and tear except, for extraordinary damages, to said lands caused by its utilization of the rights-of-way hereby granted.

16. In the event Lessor shall receive a bona fide offer to lease or top lease the tracts subject to this lease at any time after the date hereof and before the expiration date hereof, the Lessor shall not lease without first offering to the Lessee the right to lease at the price and on the terms of the offer made. Lessor shall give Lessee notice of said offer in writing and Lessee shall have forty five (45) days of receipt of said notice, in which to notify Lessor of its election to lease or top lease again at the price and on the terms offered.

17. Paragraphs 5 and 6 above are hereby amended so that all unitization and pooling shall be limited to the spacing units established by the Nebraska Oil and Gas Conservation Commission.

18. Lessee agrees to pay for all damages caused by its operations, including but not limited to, damages to growing crops, pasture, soil fertility, roadways, improvements and structures. Lessee further agrees that, at the end of its operations, it shall restore the surface to as near its original condition as is practicable.

Additional Provisions:

Notwithstanding anything to the contrary herein contained, in the event a portion or portions of the land herein leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to the land not included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, the rentals shall be reduced in proportion of the number of acres covered hereby and included in such unit or units.

Each tract of land above described shall be treated as if a separate lease from each other tract of land.

After the expiration of the primary term of this lease, no shut-in gas or condensate well shall, under any circumstances, extend this lease as to any acreage for any period of more than two (2) years consecutively.

This Lease is subject to Exhibit "A" attached hereto and incorporated herein. In the event of any inconsistencies between Exhibit "A" and this lease, then the terms and conditions of Exhibit "A" shall control.

IN WITNESS WHEREOF, signed the day and year first above written.

By: Esther Houser
Title:

By:
Title:

STATE OF Nebraska
COUNTY OF Cheyenne) ss.

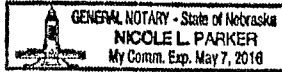
The foregoing instrument was acknowledged before me this 25th day of April, 20B by
Esther Houser, President of

WITNESS my hand and official seal.

T.E.S.S.S. Farms, Inc.

My commission expires:

5/7/2016



Nicole L. Parker
Notary Public

AFTER RECORDING, RETURN TO: Osage Land Company, P.O. Box 20772, Oklahoma City, Oklahoma 73156

Deep Cheyenne

EXHIBIT "A"

ADDENDUM

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated April 25, 2013 between T.E.S.S. Farms, Inc., a Nebraska Corporation, as Lessor and Osage Land Company, as Lessee. The terms and provisions of this Exhibit shall control any conflict between the terms of this Exhibit and the terms of the said Oil and Gas Lease.

Provided Lessor owns the surface of the leased premises, which will be affected by drilling operations, Lessee agrees to the following:

1. To pay for all damages caused by their operations on leased premises. If there is a surface tenant on the affected surface, Lessee will deal directly with Lessor, unless instructed by Lessor in writing to deal with the surface tenant directly.
2. To pay damages in the amount of \$5,000.00 per location before drilling rig moves on. Said damages shall not include the lease road; however, shall include the tank battery location and flow line right-of-way. In the event extraordinary surface, crop or other damages are sustained over and above the amount paid as set forth above, Lessee will promptly settle any additional damage claims with the Lessor, either through monetary compensation or restoration of the damaged property. In addition, Lessee will reimburse Lessor for any penalties, reimbursements, reseeding expenses and other losses suffered by Lessor as a result of Lessee's operations on any portion of the premises covered by a Conservation Reserve Program (CRP) contract. To the extent reasonably possible, Lessee agrees to minimize operations on the premises, which may violate any such contract. If more than two acres are utilized in access roads and location for any drill site, additional amounts shall be paid as surface damages at the rate of \$4,000 per acre, irrigated land, \$1,500 per acre for dry land, and \$900 per acre for pasture land. Lessee also agrees to restore the surface to as near its original condition as practicable including filling all slush pits within a reasonable time after drilling has been completed, or making satisfactory arrangements with Lessor in the event the slush pit is left open for a time.
3. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that Oil and Gas drilling operations and production equipment shall not be erected on any of the above described lands in such a manner as to interfere with any types of crops, pasture or livestock operations, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee agrees to only drill on the dry land acres of the above described lands, unless otherwise agreed to in writing by the Lessor and Lessee. Lessee shall surround its pumper jacks, tanks, and all other production equipment and pits with fences sufficient to exclude livestock. To avoid interruption in farming and ranching operations and minimize surface damage and expenditures, Lessee hereby specifically agrees to work with Lessor, and agrees to perform its oil and gas drilling and production operations during times that least interfere with Lessor's farming and ranching operations. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
4. It is agreed that Lessee shall contact Lessor prior to the commencement of moving-in operations to discuss and mutually agree on the best access to the drilling site. Lessor shall have the option to specify a reasonable access route to the drill site and Lessee agrees to use only such road designated. Lessor and Lessee shall mutually agree on the location of any permanent tank battery on the leased premises. Damages for the lease road shall be promptly negotiated and settled between the parties, prior to construction. The parties hereto further agree to work with each other to mutually agree on the timing for any operations on said lands and to execute any necessary written approvals, exceptions, stipulations and restrictions that may be necessary, and that said approvals and written consents shall not be unreasonably withheld by either party.
5. Fresh water drilling fluids and sludge may be spread according to the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission. Salt water drilling fluids and sludge shall be removed and hauled away from all pits constructed by Lessee, upon abandonment of a location. Lessee shall fill in all pits constructed by Lessee and remove from the premises all dumped material including but not limited to machinery, parts, cable and trash, and the surface shall be restored as nearly as practicable to its original condition and contour upon abandonment of a location. Lessee shall remove all surface dirt and topsoil and save it and in the event of a dry hole, replace it, as near as practical, in its original condition upon abandonment of location.
6. As used herein, plow depth shall mean three (3) feet. Pipelines and electrical lines shall be maintained at or below plow depth.
7. All operations conducted on leased premises shall be in accordance with the rules, regulations, and orders of the Nebraska Oil and Gas Conservation Commission.
8. This lease is made without warranty of title or peaceable possession, except a general warranty of title by, through and under Lessor.

9. In the event Lessee fences its area of operation and places cattle guards or locked gates across any access roads, Lessee shall give to Lessor keys to any locked gates or shall otherwise afford access to all locked areas at all times.

10. Subject to the other provisions set forth in this lease, this lease shall terminate at the end of the primary term except as to lands included within a pooled unit, or if such lands are not pooled, as to 40 acres for each oil well and 160 acres for each gas well or horizontal completion, whether such horizontal completion is producing oil or gas, (or such larger amounts as may be prescribed or permitted for oil well and gas well spacing under the field rules set by the governmental authority having jurisdiction) drilled, then being drilled or reworked or then producing in paying quantities. Notwithstanding anything in this lease to the contrary, if, at the end of the primary term, Lessee is engaged in the actual Drilling of an oil or gas well, or has reached total permitted depth to a formation reasonably believed to contain hydrocarbons in paying quantities on an oil or gas well within the Primary Term, this lease shall continue as to all lands and as to all depths covered by this lease so long as drilling is continued with no cessation or interruption of more than ninety (90) consecutive days between the completion of one well and the Actual Drilling of the next succeeding well ("Continuous Development Program"). For the purposes of interpretation of this provision, a well shall be determined to be completed 60 days after Lessee releases the drilling rig used to drill such well, except in those instances when Lessee is unable to acquire the necessary rigs, equipment, or other completion services due to standard industry availability issues it will notify Lessor of the nature and time frame of the problem and when the equipment will become available and the well will not be deemed to have been completed 60 days after the release of the drilling rig. For all purposes of this lease the term "Actual Drill" will be defined as having a rig on location (and drilling operations underway) that is capable of drilling to the permitted total depth, which must be within a formation reasonably believed to contain commercially recoverable deposits of oil and/or gas.

11. Lessee agrees to not use water or other minerals from the premises except water or other minerals from the wellhead or use water in any other manner that may interfere with Lessor's water allotment, unless otherwise agreed to in writing by Lessor and Lessee.

12. Notwithstanding anything contained herein to the contrary, Lessee and its assigns agree that other than Lessee's normal drilling operations or when such minerals are recovered from the wellhead and mouth of the well, Lessee shall not separately mine for sand, sulfur or gravel, or engage in any open pit mining operations, on the leased premises unless otherwise specifically agreed to in writing by Lessor and Lessee, or Lessee's assigns.

Signed for identification:

Esther Houser
By: Esther Houser
Title:

By: _____
Title:

James H. Zanders
Lessee
By: James H. Zanders
Name
VP of Land
Title