

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

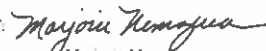
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION – INTENTIONALLY DELETED

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Clint A. Johnson**
Issuing Office: **Southwest Title Company**
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: **8-26-12**
Issuing Office File Number:
Property Address: **Rural land located in Dundy County, Nebraska**
Revision Number:

SCHEDULE A

1. Commitment Date: **August 27, 2026 at 8:00 A.M.**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
Proposed Amount of Insurance:
Premium:
The estate or interest to be insured: **fee simple**
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance:
Premium:
The estate or interest to be insured: **fee simple**
Endorsements: **None**
3. The estate or interest in the Land at the Commitment Date is: **fee simple.**
4. The Title is, at the Commitment Date, vested in:

Larry E. Redfield and Craig Redfield

5. The Land is described as follows:

Township 3 North, Range 36 West of the 6th P.M.
Section 20: NE1/4SE1/4; S1/2S1/2 except a tract of land located in the S1/2 conveyed by Warranty Deed recorded in Book 60, Page 23 of the Deed records of Dundy County, Nebraska, to Charles Nichols described as follows: Beginning at the SW corner of Section 20, Township 3 North, Range 36 West of the 6th P.M., Dundy County, Nebraska; thence North 01 degrees 18 minutes 09 seconds East on the West line of the S1/2 of the SW1/4 of said Section 20, 1,333.60 feet to the West 1/16 corner of the SW1/4 of said Section; thence South 89 degrees 20 minutes 26 seconds East on the North line of the S1/2 of the SW1/4 and SE1/4, 3,952.16 feet to the C 1/16 corner of the SE1/4 of said Section; thence South 00 degrees 47 minutes 21 seconds West 705.69 feet; thence South 68 degrees 47 minutes 44 seconds West 437.35 feet; thence South 68 degrees 44

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minutes 42 seconds West 643.93 feet; thence South 32 degrees 32 minutes 34 seconds West 257.81 feet to a point on the South line of the SE1/4 of said Section; thence North 89 degrees 27 minutes and 23 seconds West on the South line of the SE1/4 of said Section, 183.31 feet to the S1/4 corner of said Section; thence North 89 degrees 27 minute 23 seconds West on the South line of the SW1/4 of said Section, 2,642.76 feet to the Point of Beginning, containing 110.82 acres, more or less.
Dundy County, Nebraska

Township 3 North, Range 36 West of the 6th P.M.

Section 21: S1/2

28: All

Dundy County, Nebraska

Township 3 North, Range 36 West of the 6th P.M.

Section 29: E1/2NE1/4

33: NE1/4

Dundy, Nebraska

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Clint A. Johnson
Authorized Signatory

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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5. **Warranty Deed from Larry E. Redfield and Craig Redfield and their respective spouses if married to purchaser with contractual rights under a purchase agreement with the vested owner identified at Item A.4. above.**
6. **This company reserves the right to make further requirements or exceptions dependent upon the legal entity that purchases this property.**
7. **The application for our title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for public record documents affecting the prospective purchaser, including, but not limited to, judgments, state tax liens, federal tax liens and federal non-revenue liens, if any. If the prospective purchaser is an entity, including, but not limited to, a corporation, limited liability company, partnership, limited partnership or trust, certain additional requirements may be necessary.**
8. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be Liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
9. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any addition premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
10. **The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$5000.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid.**

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SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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. **Real estate taxes and special assessments not yet paid, levied, due or delinquent.**
8. **Roads and highways.**
9. **No coverage is provided for financing statements or security agreements filed with the Nebraska Secretary of State.**
10. **All oil, gas and other mineral rights and interests arising from recorded or unrecorded oil and gas exploration leases and reservations or conveyances of any kind are excluded from coverage.**
11. **Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.**

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12. Notwithstanding anything to the contrary contained herein in the legal description of the property, the amount of acreage shown is for reference purposes only, and represents no guarantee, or other undertaking by the insurer, of the actual amount of acreage contained in the property.
13. Electric Line Right of Way Easement in favor of Southwest Public Power District dated May 17, 2013, recorded March 12, 2014 at 10:08 A.M. at Book 51, Page 470, pertaining to 21-3-36. Copy provided.
14. Facility Easement in favor of Benkelman Telephone Company dated July 5, 1988, recorded August 11, 1988 at 4:20 P.M. at Book 24, Page 275, pertaining to 28-3-36. Copy provided.
15. Facility Easement in favor of Benkelman Telephone Company dated July 9, 1988, recorded August 12, 1988 at 8:20 A.M. at Book 24, Page 279, pertaining to 21-3-36, 28-3-36, and 33-3-36. Copy provided.
16. Electric Line Right of Way Easement in favor of Forestar Petroleum Corporation dated March 4, 2013, recorded December 29, 2014 at 9:46 A.M. at Book 53, Page 672, pertaining to 33-3-36. Copy provided.

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The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the Commitment to which this Letter is attached and is directed solely to those person(s) and/or entities identified as a Proposed Insured in the Commitment.

For the purposes of this Letter, the following terms have the following meanings:

1. Date: Commitment Date in the Commitment
2. Settlement Agent or Approved Attorney: Settlement Agent or Approved Attorney countersigning the Commitment
3. Lender: Lender identified as a Proposed Insured in the Commitment
4. File Number: File Number identified in the Commitment
5. Buyer(s)/Borrower(s): Buyer/Borrower identified as a Proposed Insured in the Commitment
6. Property Address: Property Address, if any, identified in the Commitment
7. Loan Number: Loan Number, if any, identified in the Commitment

To Whom It May Concern:

In consideration of Your acceptance of this letter, **Commonwealth Land Title Insurance Company** (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the referenced real estate transaction (the "Real Estate Transaction") conducted by the Settlement Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy for Your protection in connection with the Real Estate Transaction;
2. You are to be:
 - (a) a lender secured by or a borrower on the Insured Mortgage on the Title to the Land; or
 - (b) a purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the Settlement Agent or Approved Attorney for the Real Estate Transaction does not exceed \$5,000,000; and
4. Your loss is solely caused by:
 - (a) Failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions when agreed to by the Settlement Agent or Approved Attorney to the extent that they relate to the status of the Title to the Land or the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land; or
 - (b) Theft by the Settlement Agent or Approved Attorney in handling of Your Funds in connection with the closing to the extent that the theft relates to the status of the Title to the Land or to the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - (a) "Commitment" means the Company's written contractual agreement to issue the Policy.
 - (b) "Funds" means the money received by the Settlement Agent or Approved Attorney for the Real Estate Transaction.
 - (c) "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - (d) "You" or "Your" means:
 - (i) the Addressee of this letter; and
 - (ii) subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,

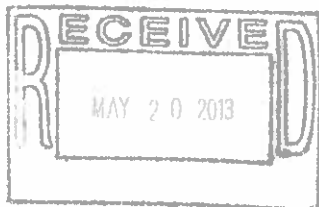
- (A) the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (B) the warehouse lender in connection with the Insured Mortgage.
 - (e) "Indebtedness", "Insured Mortgage", "Knowledge" or "Known", "Land", and "Title" have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company is not liable under this letter for any loss arising from any:
- (a) failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title insurance protection;
 - (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3.(c) does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Policy;
 - (d) defect, lien, encumbrance, adverse claim or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3.(d) does not modify or limit Your coverage in the Policy;
 - (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - (f) fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Settlement Agent or Approved Attorney;
 - (g) settlement or release of any claim by You without the Company's written consent;
 - (h) matters created, suffered, assumed, agreed to, or Known by You;
 - (i) failure of the Settlement Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3.(i) does not modify or limit Your coverage in the Policy;
 - (j) Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law, or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - (m) Settlement Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3.(n) does not modify or limit:
 - (i) Your coverage in the Policy; or
 - (ii) indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the Settlement Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.
4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.

5. When the Company indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. The Company's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
6. The Company's liability for loss under this letter does not exceed the least of:
 - (a) the amount of Your Funds;
 - (b) the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - (c) the value of the lien of the Insured Mortgage;
 - (d) the value of the Title to the Land insured or to be insured under the Policy at the time written notice of a claim is made under this letter; or
 - (e) the amount stated in Requirement 3.
7. The Company is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, or lessee.
8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Policy.
9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. Except as otherwise provided in Section 44-1993(8)(a), the Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Except as otherwise provided in Section 44-1993(8)(a), the Company is not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
10. Except as otherwise provided in Section 44-1993(8)(a), the Company is not liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to the Company.
11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter is reduced to the extent of the prejudice.
12. When requested by the Company, You, at the Company's expense, must:
 - (a) give the Company all reasonable aid in;
 - (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and
 - (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to enable the Company's investigation and determination of its liability under this letter;
 - (b) deliver to the Company all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - (c) submit to examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
13. The Company is not liable under this letter if:
 - (a) the Real Estate Transaction has not closed within one year from the Date of this letter; or
 - (b) at any time after the Date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate closings which take place in the State of Nebraska, and any court must apply the law of that state to interpret and enforce the terms of this letter. The court must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having jurisdiction.
15. There is no right for any claim under this letter to be arbitrated or litigated on a class action basis.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney.

MARJORIE REDFIELD

TO

SOUTHWEST PUBLIC POWER
DISTRICTFiled on this 12th day of March, 2014, at 10:08 A.M.
Tony Lutz, Reg. of Recds.

State of Nebraska } SS
Dundy County }
Filed for Record
March 20 14
at 10:08 o'clock A.M.
and recorded in Book 51
of Misc. Page 470
By Tony Lutz County Clerk
Deputy

Southwest Public Power District
221 North Main St
Palisade, NE 69040

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT I (WE) THE UNDERSIGNED, (whether one or more) (married or unmarried) (hus and and wife), MAJORIE A. REDFIELD for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SOUTHWEST PUBLIC POWER DISTRICT a public corporation (hereinafter called the "District") whose post office address is Palisade, Nebraska 69040, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the COUNTY of DUNDY, STATE OF NEBRASKA and more particularly described as follows:

A tract of land approximately 320 acres more or less in an area located 13 miles in a SOUTH direction from WAUNETTA, NEBRASKA and further described as being the S1/2 of Section 21, Township 3N, Range 36W, West of the 6th P.M. in DUNDY COUNTY, NEBRASKA.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the District may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise, of trees and shrubbery located within 52 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line of system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed), to keep the easement clear of all building, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the District's expense shall remain the property of the District, removable at the option of the District.

The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17th day of May, 2013.

(L.S.) Kristi Neuman POA (L.S.)

(L.S.) (L.S.)

Signed, sealed and delivered in the presence of:

STATE OF Nebraska) On this 17th day of May, 2013 before
) me, a Notary Public in and for said
COUNTY OF Perkins) County, personally appeared Kristi Neuman
) known to me to be
) the person(s) whose name(s) is (are) subscribed to the
) within instrument and acknowledge that she
) executed the same.

Witness my hand and Seal the day and year last above written

My commission expires: March 27, 2017
Paige Y. Reichert
Notary Public

Notary Stamp



ENNIED 11 DECEMBER

To

HI PUBLIC

Filed 3:45:04 PM, day of June 2013, at 9:35 AM

Tony Lutz, Reg. of Deeds, by Michelle Smith, Deputy Clerk

PAGE 226

State of Nebraska } SS
Dundy County }
Filed for Record
June 6, 2013
at 9:35 o'clock AM
and recorded in Book 48
of Misc. Page 226
Tony Lutz
By Michelle Smith
County Clerk
Deputy

Please return to:

Forestar Petroleum Corporation

1801 Broadway, Ste 600

Denver, CO 80202

Affidavit of Production
Dundy County, Nebraska

Affiant:

Ken De Fehr

CHARLES E. AND DONNA J. NICHOLS

TO

BENKELMAN TELEPHONE COMPANY, INC.

Filed on this 11th day of August, 1988, at 4:20 p.m.
 Tony Lutz, County Clerk
 Nancy Anderson, Deputy

BENKELMAN TELEPHONE COMPANY OF BENKELMAN, NEBRASKA
 FACILITY EASEMENT

Charles E. Nichols and Donna J. Nichols, owners of the following described real estate (hereinafter called "Owner") hereby grants and conveys to Benkelman Telephone Company, Inc., of Benkelman, Nebraska, a Nebraska Corporation, its successors and assigns (hereinafter called "Company"), in consideration of the sum of One Dollar (\$1.00) and Other Valuable Consideration received from the company and of the agreements stated below, a right-of-way and easement one rod in width on each side of a line one hundred feet more or less, according to topographical requirements, on the west side of the east property line on the existing county road, of the hereinafter described real estate, to construct, operate, maintain, replace and remove a communications system consisting of buried cable or conduit, surface terminals, surface markers (at fence line, if any), and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and across the following described real estate located in Dundy County, Nebraska, and described as follows:

Township 3 North, Range 36, West of 6th P.M.,
 Section 21: NE $\frac{1}{4}$
 Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ SE $\frac{1}{4}$, except a tract 545'
 'x 936' containing 11 acres more or
 less located in the NW corner of
 the E $\frac{1}{2}$ SE $\frac{1}{4}$

The Company agrees to bury all cables and conduit at a depth of four or more feet, including creek crossings, so as to not interfere with Owner's usage of the land, and to pay for all damage to Owner's property, including crops, if any, arising from the Company's exercise of the rights herein granted.

Owner specifically reserves the right to require Company to move, at the Company's expense, its facilities installed hereunder to another portion of Owner's property if owner requires the property occupied by Company for the purpose of constructing a building or buildings or other improvements thereon.

Signed this 5th day of July, 1988.

Charles E. Nichols

Charles E. Nichols

Donna J. Nichols

Donna J. Nichols

STATE OF NEBRASKA

ss

COUNTY OF DUNDY

On the date last above written, before me the undersigned Notary Public the above named Charles E. Nichols and Donna J. Nichols acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Seal on the date last mentioned above.



Leon C. Hines
 Notary Public

State of Nebraska } ss
 Dundy County

Filed for Record
 August 11 1988
 at 4:20 o'clock P.M.
 and recorded in Book 24
 of Misc Page 275

County Clerk
 By *Nancy Anderson*
 Deputy

MARJORIE A. REDFIELD

TO

BENKELMAN TELEPHONE COMPANY, INC.

Filed on this 12th day of August, 1988, at 8:20 a.m

Tony Lutz, County Clerk

Nancy Anderson, Deputy

BENKELMAN TELEPHONE COMPANY OF BENKELMAN, NEBRASKA
FACILITY EASEMENT

Marjorie A. Redfield, owner of the following described real estate (hereinafter called "Owner") hereby grants and conveys to Benkelman Telephone Company, Inc., of Benkelman, Nebraska, a Nebraska Corporation, its successors and assigns (hereinafter called "Company"), in consideration of the sum of One Dollar (\$1.00) and Other Valuable Consideration received from the company and of the agreements stated below, a right-of-way and easement one rod in width on each side of a line one hundred feet more or less, according to topographical requirements, on the north side of the south property line and on the west side of the east property line on the existing county road, of the hereinafter described real estate, to construct, operate, maintain, replace and remove a communications system consisting of buried cable or conduit, surface terminals, surface markers (at fence line, if any), and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and across the following described real estate located in Dundy County, Nebraska, and described as follows:

Township 3 North, Range 36, West of 6th P.M.,

Section 33: NE 1/4
Section 21: SE 1/4
Section 28: Port NE 1/4 NW

The Company agrees to bury all cables and conduit at a depth of four or more feet, including creek crossings, so as to not interfere with Owner's usage of the land, and to pay for all damage to Owner's property, including crops, if any, arising from the Company's exercise of the rights herein granted.

Owner specifically reserves the right to require Company to move, at the Company's expense, its facilities installed hereunder to another portion of Owner's property if owner requires the property occupied by Company for the purpose of constructing a building or buildings or other improvements thereon.

Signed this 9th day of July, 1988.

Marjorie Redfield

Marjorie A. Redfield

STATE OF NEBRASKA

ss

COUNTY OF HITCHCOCK

On the date last above written, before me the undersigned Notary Public personally appeared Marjorie A. Redfield and acknowledged the execution of the foregoing to be her voluntary act.

WITNESS my hand and Seal on the date last mentioned above.

Leon C. Hines
Notary Public



State of Nebraska, ss
Dundy County

Filed for Record
August 12 19 88
at 8:20 o'clock AM
and recorded in Book 24
of Misc. Page 279
Tony Lutz
County Clerk
By Marjorie Redfield

MARJORIE A. REDFIELD

TO

FORESTAR PETROLEUM CORPORATION

Filed this 29th day of December 2014, at 9:46 AM
Tony Lutz, Reg. of Deeds, by Michelle Smith, Deputy Clerk

PAGE 67

State of Nebraska } SS
Dundy County }
Filed for Record
December 29, 20 14
at 9:46 o'clock A M
and recorded in Book 53
of Misc. Page 672
Tony Lutz
By Michelle Smith County Clerk
Deputy

Forestar Petroleum Corporation
1801 Broadway, Suite 600
Denver, CO 80202

December 22, 2014

**Electric Line Right-Of-Easement
Dundy County, NE**

Well Name: D Nichols SWD

Lessee Name: Forestar Petroleum Corporation

**ELECTRIC LINE
RIGHT-OF-EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, That Marjorie A. Redfield by Kristi Neiman with Durable Power of Attorney dated March 4, 2013, 38879 W. Community Center Road, Wallace, NE 69169 (hereinafter called "Surface Owner"), whether one or more, on this 31th day of October, 2014, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Forestar Petroleum Corporation (hereinafter referred to as "Forestar"), whose address is 1801 Broadway, Suite 600, Denver, Colorado 80202, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Dundy, State of Nebraska, more particularly described as follows:

An Electric Line, Right-Of-Easement, 10 feet in width along a Northerly line in the Northeast Quarter of Section 33, Township 3 North – Range 36 West, Dundy County, Nebraska. [SEE ATTACHED MAP]

And to construct, reconstruct, operate and maintain a buried electrical conduit with electric transmission line on the above-described lands and/or in or upon said lands for the purpose of transmitting electricity.

The Surface Owner agrees that all conduits, wire and other facilities installed on the above-described lands will be at Forestar's expense and shall remain the property of Forestar. Forestar shall have the option, upon termination of service to remove said conduit, wire and other facilities to or on said lands.

Forestar shall have the right from time to time, to cut and keep clear all undergrowth, and remove any other obstructions that may injure, endanger, or interfere with the use and maintenance of said buried electric conduit line and appliances appurtenant thereto, but not growing crops unless harvested or with written approval of Surface Owner.

Forestar will bury the electric conduit a minimum of 48" underground.

The rights herein granted to Forestar may be assigned, in whole or in part. All of the provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

Forestar does hereby agree to fully indemnify, hold harmless, and defend the surface owner, and his(their) successor's and assigns, and the agents, servants and employees of the surface owner and his(their) successors and assigns from any and all claims, causes of action, demands, liabilities, damages, costs or expenses for any and all environmental damage or liabilities, the death or injury of any persons whomsoever or

for damage to or loss of property (including loss or use thereof) (collectively "Losses"), directly or indirectly attributable to, arising out of, or relating to the building and use of electric conduit-line or any other activities relating to the construction and operations of the electric conduit-line on the Property herein described, by Forestar, its employees, agents, contractors, assignees, licensees or invitees, (collectively "Forestar") even though caused without negligence or fault of the Forestar except Forestar shall not be liable for such losses caused solely by the gross negligence or willful misconduct of the Forestar or surface owner.

It is mutually understood and agreed that this Electric Line, Right-Of-Easement Agreement, as originally written, covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of said original agreement.

This Electric Line, Right-Of-Easement Agreement shall be binding upon the heirs, administrators, executors, successors, and assigns of the Surface Owner and Forestar.

The Surface Owner warrants that He(They) are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person(s):

Subscribed and sworn to before me this 17th day of November, 2014.

MARJORIE A. REDFIELD

By: Kristi Neiman
Kristi Neiman,
Durable Power of Attorney
dated March 4, 2013

Page 3.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska) ss.
COUNTY OF Perkins)

On November 17, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Kristi Neiman**, with Durable Power of Attorney for Marjorie A. Redfield dated March 4, 2013, to me personally known to be the identical person(s) who signed the name and maker thereof to the within and foregoing instrument as their free and voluntary act and deed, and as the free and voluntary act and deed of said individuals, for the uses and purposes therein set forth.

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

My Commission Expires

08-31-2016

Vicki Hatcher
Notary Public

