Cover Page:

Copies of Recorded Documents Listed as Title Exceptions Perkins County

Tracts 1 - 3

Document	Rec. Date	Inst. # or Bk & Pg #	Tr 1	Tr 2	Tr 3
Certificate of Wind Lease and Easement *	8/7/2017	2017-00659	Х	Х	Х
Electrical Utility Easement	4/26/2007	Bk 67, pg 49	Х		
Easement along County Road right-of-way	9/29/1981	Bk 44, pg 306		Х	
Easement along County Road right-of-way	9/29/1981	Bk 45, pg 89		Х	
Easement for Electrical Utility	6/25/1998	Bk 59, pg 290		Х	
Service Agreement	12/9/2005	Bk 65, pg 218		Х	
Electrical Utility Easement	4/26/2007	Bk 67, pg 54		Х	
Electrical Utility Easement	4/26/2007	Bk 67, pg 55			Х

^{*} To be terminated prior to closing (if not prior to auction)

STATE OF NEBRASKA ss County of Perkins
Filed in this office of County Clerk
the I day of County Clerk
the I day of County Clerk
at 1115 PM
and recorded as instrument No.

201 - 00659

Fita a State County Clerk

---- SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION ----

Return to: Mueller Law Office

P.O. Box 637 Ogallala, NE 69153

CERTIFICATE OF WIND LEASE & EASEMENT

Certificate of Wind Lease & Easement

Florida)
) ss.
Miami-Dade County)

- 1. I, Lola Thomas, President of Thomas Land Company, do swear under oath, that on December 2, 2016, a Wind Lease and Easement Agreement was executed by and between Thomas Land Company, a Nebraska corporation, and 3LW Holdings, LLC, a Delaware limited liability company for all parcels of real estate owned by Thomas Land Company and described below. I Lola Thomas, as an individual, do further swear that a Wind Lease and Easement Agreement was executed by and between me, as a single person, and 3LW Holdings, LLC, a Delaware limited liability company, for all parcels of real estate described below owned by me individually.
- 2. The Lease Agreement is for a term of five years, and may be renewed. The Lease authorizes the assignment of ownership interests of either or both the Lessors and Lessee.
- 3. The real estate affected by the Lease is described in below to this Certificate. Notice is hereby respectfully given that this Lease has been executed and encumbers the real estate.

Keith County

TR in NW1/4 19-14-39 NW1/4 19-14-39 All Ex TRS 19-14-39

Keith County

NE1/4 21-14-40 SW1/4 17-15-40 All 18-15-40 All 19-15-40 E1/2 W1/2 20-15-40 W1/2 W1/2 20-15-40 All 29-15-40 All Ex N1/2 NE1/4 30-15-40 N1/2 NE1/4 30-15-40 All 32-15-40 N1/2 1-14-40 all ext condem track S1/2 1-14-40 all ext condem track

2017-01174

E1/2 2-14-40

W1/2 2-14-40

SW1/4 26-15-40 ext NE corner Pivot 27 All 27-15-40 ext N 1562ft of E1562ft of NE1/4

E1/2 28-15-40

W1/2 28-15-40

E1/2 33-15-40

All 35-15-40

All Ex TR in S1/2 3-14-40

All Ex TRS 4-14-40

Tr in NE1/4 9-14-40

All 34-15-40

Keith County

N1/2&SW1/4 21-14-40 Ex TR

N1/2 28-14-40

E1/2 23-14-40

N1/2 SW1/4 34-14-41

S1/2 SW1/4 34-14-41

NW1/4 27-14-41

W1/2 SE1/4 22-14-41

W1/2 29-14-38 Pivot 24

Tr in E1/2 30-14-38 Pivot 25

E1/2 outlots 30-14-38

NW1/4 of N1/2 32-14-38

N1/2 14-14-41

TR in N1/2 17-14-40

All Ex TR & Hwy 26 17-14-40

S1/2 11-14-41

E1/2 10-13-41

N1/2 of NE1/4 25-14-40

All s of Hwy 26 18-14-39 Except Hse lot

NE1/4 15-14-40

NE1/4 12-13-41

NE1/4 34-14-41

NW1/4 34-14-41

SE1/4&S1/2 S1/2 NE 1/4 24-14-40

NE1/4 Ex Tr 22-14-40

Tr in NE1/4 22-14-40

NW1/4 22-14-40

S1/2 22-14-40

SW1/4 6-13-39

CU8456

2017-01174

E1/2 35-14-40 NW1/4 35-14-40 All Ex TRS 27-14-40 E1/2 1-13-40 W1/2 1-13-40 All 2-13-40 All EX TRS W1/2 3-13-40 TR in NW1/4 3-13-40

Deuel County

E1/2 15-13-42 SW 1/4 25-14-42 W1/2 26-14-42 SW1/4 02-14-42 SE1/4 15-14-42 S1/2 29-14-42 SE1/4 34-14-42 W1/2 14-13-42

Perkins County

NW1/4 33-12-39 Pivot 1 NE1/4 33-12-39 Pivot 2 SW1/4 33-12-39 Pivot 3 SE1/4 33-12-39 Pivot 4

Perkins County

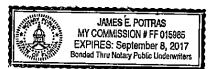
SE1/4 29-12-39 Pivot 5 SW1/4 28-12-39 Pivot 6 SE1/4 28-12-39 Pivot 7 NE1/4 5-11-39 Pivot 8 NW1/4 5-11-39 Pivot 9

Lola Thomas, A Single Person

Lola Thomas, President Thomas Land Company

The foregoing Certificate was duly executed and acknowledged before me on February 2017, by Lola Thomas, President of Thomas Land Company and by Lola Thomas, a single

person, as an individual.



Notary Public

49

STATE OF NEBRASKA County of Perkins	} ••
Filed in this office of Co	unty Clerk
the 20th day of 1	aril
2007 # 8:00	AM
and recorded in Book	67
ZMAC Para	49
Kita A. Hin	0.8R
County Clerk (7

ELECTRICAL UTILITY EASEMENT ω.o.4 24.527

The undersigned, GRANTOR, for good and valuable consideration receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an permanent easement, to run perpetually with the land, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. 8 76-201):

AN EASEMENT FOR AN UNDERGROUND LINE IN THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 11 NORTH RANGE 39 WEST IN PERKINS COUNTY

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility, underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and communication purposes, and all necessary and proper foundations, footings, and other appliances and fixtures for use in connection with wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this Jh, day of March	,20 <u></u>
SToplan Ma-Tons (Print Name)	(Sign Name)
STATE OF NEBRASKA) COUNTY OF Perkins)	
The foregoing instrument was acknowledged b	
GENERAL NOTARY-State of Nebraska	Notary Public My Commission Expires Jon 18, 2007

EASEMENT

THIS AGREEMENT made in the City of Grant, State of Nebraska, on March 16, 1981, by Perkins County, a Political subdivision of the State of Nebraska, Party of the first Part, and D-K Farms a Nebraska Partnership, hereinafter called Party of the Second Part.

WHEREAS, The Party of the First Part represents and warrants that as a political subdivision of the State of Nebraska that it owns a County Road right-of-way along a certain parcel of real estate located in Perkins County, Nebraska, more particularly bounded and described as follows:

> A County Road right-of-way along a line adjacent to the North Line of Sections 35,34,33,32, and 31, Township 12 N. Range 39 West of the 6th P. M. in Perkins County, Nebraska.

WHEREAS, the Party of the Second Part desires to use portions of said right-of-way for the installation and maintenance of a natural gas distribution line.

NOW, THEREFORE, in consideration of the mutual cove-

nants to be kept it is agreed as follows:

The Party of the First Part does hereby grant, assign and set over to the Party of the Second Part an Easement for the purpose of installing and maintaining natural gas distribution lines along the following described parcel:

> An Easement 5 feet in width along a line upon the County Road right-of-way South ditch adjacent to the North Line of Section 35, Township 12, N. Range 39 West; thence traversing across the County Road right-of-way; thence continuing in the South ditch along a line adjacent to the North Line of Sections 34, 33, and 32, Township 12N. Range 39 W., thence traversing the County Road Right-of-way, thence continuing along the center of the County Road Right-of-Way on the Section Line separating Section 31, T. 12 N. R. 39 W. and Section 30, T. 12 N. Range 39 W. in Perkins County, Nebraska.

The Party of the Second Part is Granted an Easement to install natural gas distribution lines at a depth of no less than 4 feet along the aforesaid line except that portion traversing the county road right-of-way shall be at a depth of no less than 6 feet. This grant of easement shall continue so long as the said Party of the Second Part or his successors and interest shall use and maintain gas distributional lines across the parcels as noted

IN WITNESS WHEREOF, we have set our hands this 16 of day of March, 1981.

Commissioner

STATE OF NEBRASKA)

County of Perkins)

On this day of March, 1981, before me, personally came James A. Deaver, Jerry Sejkora, and Warren Softley, Commissioners of Perkins County, Nebraska a political subdivision of the State of Nebraska, to me personally known to be the identical persons whose names are affixed to the above Easement, and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said political subdivision and that the Seal of said political subdivision was thereto affixed by its authority.

Witness my hand and Notarial Seal at Grant, Nebraska in said County the day and year last above written.

Notary Public

My Commission expires:

GENERAL HOTARY - State of Rebresha MARY BUSS Commun. Exp. Merch 12,1883

and the state of t

PERKINS COUNTY

Filed for record this day of 192/AD, et 3 oclock

M. and recorded in Book 4/4

On page 3 - C

Deput

This agreement made on 9-28-81 between D & K Farms
and Pan-Ko-Inc., for an additional 15 feet of (Landowner)
right-of-way on south side of Perkins County, Nebraska road as described
in the attached easement form. This easement will encompass the said
Perkins County, Nebraska road across Sections 33534-12 - 39,
Township 12N, Range 39W.

Purpose of this agreement is to maintain 4" natural gas pipeline and shall continue so long as D&K Farms and its successors Shall use and maintain gas distribution system.

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of the grant of the first

A copy of the above-referenced easement form is attached hereto marked as Exhibit "A" and incorporated herein by reference as if fully set forth.

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to or correct that the control of the years and the grant to be

D-KFArms

Dy Visuna M Dudde, Auther 9-29-8

DEN Farms

DA - 2000

Landovner 9+28

ALBEITMENT INCOME IN THE

Dedeka, on Marky 16, 1921, by perking County, a Political Delivision of the direct Port,

STATE OF NEBRASKA PERKINS COUNTY

Filed for record this 29 day of 1987 A.D. at 10:30 clock

M. and recorded in Book 45

Mary Buss County Clerk
Deputy

by XMW

LICUIT

THIS AGREEMENT made in the City of Grant, State of braska, on March 16, 1981, by Perkins County, a Political bdivision of the State of Nebraska, Party of the first Part, \$1 D-K Farms a Nebraska Partnership, hereinafter called Party the Second Part.

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WHEREAS, the Party of the Second Part desires to use tions of said right-of-way for the installation and maintece of a natural gas distribution line.

NOW, THEREFORE, in consideration of the mutual cove-

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The Party of the Second Part is Granted an Easement to all natural gas distribution lines at a depth of no less than et along the aforesaid line except that portion traversing the ty road right-of-way shall be at a depth of no less than This grant of easement shall continue so long as the said of the Second Part of his successors and interest shall use the gas distributional lines across the parcels as noted

WHEREOF, we have set our hands this _____ 'day

one) dephora.

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an easement, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. & 76-201):

SE 1/4 of Section 33 TIZN R 39 W

may Buss

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility towers/poles, underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms, and other appliances and fixtures for use in connection with such towers/poles, wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on, along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility tower/poles, underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

Executed this 14, day of August	, 19 <u>97</u> .	
Victor O, Rankoni	~	
COUNTY OF Parkins	5	
	ledged before me on August 14	, 19_97
STATE OF NEBRASKA COUNTY OF SCIENT WITHINGS VERNON Ny Conn. Exp. SCIENT STATE OF NEBRASKA SCIENT STATE	Segl, 11, 1819	
The foregoing instrument was acknowledged	ledged before me on	,19
STATE OF NEBRASKA		
MINIPUR INFORMACIA TO	Notary Public	

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between MIDWEST BLECTRIC COOPERATIVE CORPORATION, a Mebranka Non-Profit Corporation, hereinafter referred to as "COMPANY", and, the undersigned, JOINTLY AND SEVERALLY If more than one, hereinafter referred to as "MEMBER".

MIZERAS, COMPANY has electricity available, or will have electricity available for sale to MEMBERS as soon as certain electrical lines and facilities are constructed or extended, and MEMBER desires to purchase such electricity from COMPANY.

NOW PRESENCE. TO COMPANYOUS OF THE MEMBER COMPANYOUS PRESENCE. AND PAGE OF THE MEMBER COMPANYOUS PRESENCE.

NOM, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTEND TO BE LEGALLY BOUND HEREBY, IT IS MUTUALLY AGREED AS FOLLOWS:

NOW, TERREPORE, IN COMBIDERATION OF THE MATUAL CAVEMANTS CONTAINED REMEIN, AND EACH OF THE PARTIES INTEND TO BE LEGALLY ECORD HERESY, IT IS MATURALLY AGREED AS FOLLAWS:

1.1 RATIFICATION: The parties hereto acknowledge that the foregoing recitals are true and correct and adopt the same as a material part of this Agreement.

2.1. MATUREMENTS: The matural part of this Agreement shall be subject to and the MEMBER shall be bound by the provisions of the Articles of Incorporation, By-laws, and policies of the COMPANY and by such rules and regulations as may from time to time be adopted by COMPANY, and all the rights and privileges of membership shall inure to the benefit of MEMBER, provided however, only the MEMBERS who have paid the membership fees shall be entitled to vote.

3.1. SALE OF ELECTRICITY: The COMPANY shall sell and deliver to MEMBER, shall purchase from COMPANY during the term of this agreement; all of the electricity, excepting any electricity produced by MEMBER, that shall be required on the premises described horein, and MEMBER shall pay the COMPANY for the sleetricity and any related services which are provided by COMPANY to MEMBER on its availability provinced by The rote of the agreement and the state of the agreement and the such rates and conditions as may thereafter be established by COMPANY to MEMBER on the savaliability provinced by MEMBER, that COMPANY to MEMBER on the savaliability provinced by MEMBER, that interest shall accrue from and after 20 days from the due date of any payment required under the MEMBER agrees, that interest shall accrue from and after 20 days from the due date of any payment required under the NAMER agrees, that interest shall accrue from and after 20 days from the due date of any payment required under the Remove of this agreement at the rate of 16% per annum, or at such other rate as say from time to time be established by the Roard of Directors and made applicable to all MEMBER and which rate shall not exceed the same and adverted by a payment sequired under the

- EXEMBER shall be the CONPANY'S meters, the location of the meters on the premises described herein shall be determined by the COMPANY.

 8.1 CONDITIONS OF SERVICE: (a) MEMBER agrees to provide secondary capacitors for power factor correction on all electrical motors over 25 horsepower, (b) New installations and those installations that are being substantially altered or improved must be wired by a person holding a valid Nebraska State Electrician's License, (c) New installations will not be connected to COMPANY'S lines until COMPANY has been presented with proof that a Nebraska State Inspection has been requested where required for the installation. (d) MEMBER agrees to participate in conservation and load management programs of COMPANY. (e) MEMBER will cause the premises described herein to be wired in accordance with the latest National Electrical Code. (f) The COMPANY recommends that disconnects be installed directly below the meter by the MEMBER to disconnect electrical service when the same is not in use. (g) The COMPANY'S obligation in regard to supplying electricity under this agreement are dependent on COMPANY shall not be liable to MEMBER for its delay or failure in delivering the electricity due to COMPANY'S inability to secure and retain such rights-of-way, privileges, and permits. (h) MEMBER shall furnish, and install and keep in good and safe conditions all electrical lines, and apparatus that may be required for receiving electric power from COMPANY at the point of delivery and for distributing and utilizing such electric power. Such electric lines and apparatus shall be responsible to operate and maintain such electric lines and apparatus in a condition that would not effect COMPANY'S ability to adequately serve other COMPANY customers. Company may discontinue its service to Member if such a condition exists, MEMBER will be responsible for any and all expenses to maintain MEMBER'S equipment in proper operating order. (i) The MEMBER agrees that the electric power and energy purchased hereunder will
- hereunder will not be resold.

 9.1 MEASUREMENT OF SERVICE: The quantity of electricity delivered to MENBER by COMPANY shall be recorded by COMPANY'S meters and shall be final and conclusive, unless an error in meter reading and/or failure of meter occurs. In the case of an error in a meter reading and/or failure of meter, the amount of electricity delivered by COMPANY to MEMBER during the period in question shall be estimated by COMPANY.

 10.1 VIOLATION: If MEMBER fails to comply with or violates a provision of this agreement, and such failure or violation is not remedied by MEMBER within ten (10) days after written notice of such failure or violation is given by COMPANY, COMPANY shall have the right, at its option, on ten (10) days written notice to MEMBER to terminate this agreement or discontinue delivery of electricity until such default has been completely remedied. A default by the MEMBER on any other agreement by and between the COMPANY and a MEMBER shall constitute a default under this agreement.

- default by the MEMBER on any other agreement by and between the COMPANY and a MEMBER shall constitute a default under this agreement.

 In the event of such default, COMPANY shall have the right to remove any meter, apparatus or other property of COMPANY from the premises described herein.

 11.1 RIGHT OF OFFSET: The Midwest Electric Cooperative Corporation shall have the right of offset against any capital credits account due to MEMBER and shall have a lien on and right of offset against said capital credits account(s) or other property of MEMBER now or hereafter in the possession of, or on deposit with the COMPANY, whether held in a general or special account. Each such lien or right of offset may be exercised without demand on or notice to MEMBER, and shall continue in full force unless specifically waived or released by COMPANY in writing, and shall not be deemed waived by conduct of COMPANY, by any failure to exercise such right, or by any neglect or failure in so doing.
- 12.1 NOTICES: All notices, demands, or other writings in this Agreement provided to be given, made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed as follows:

Name and Address as contained herein

The Midwest Electric Cooperative Corporation P.O. Box 970 Grant, NE 69140

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13.1 ASSIGNMENT: The parties hereto agree that this agreement, or any interest herein, including but not limited to, capital credits, may not be assigned by MEMBER without the prior written consent of the COMPANY. No assignment for the benefit of creditors or by operation law shall be effective to transfer any rights to the Assignee, without the written consent of the COMPANY first having been obtained.

14.1 LIQUIDATED DAMAGES: (a) In addition to the charges for the electricity and any related services which are provided by COMPANY, if MEMBER violates any of the provisions of this agreement there shall immediately become due and payable as liquidated damages, AND NOT AS A PENALTY, the minimum charge as stated herein, computed for the unexpired term of this agreement or any extension thereof.

15.1 MISCELLANEOUS: Waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15.2 Any provisions of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remainder of this agreement.

STATE OF NEBRASKA STATE OF NEBRASKA

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C:\FILES\\.WP A:\MIDWEST\SERVICE.AGT

County of Perkins and recorded in Book - Pege 318 mix Sum legan

15.3 This Agreement shall be construed and governed under the laws of the State of Nebraska, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Perkins, State of Mebraska, and each party waives the right to change of venue.

15.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective beirs, personal representatives, successors in interest and assigns.

15.5 The parties specifically agree to execute any and all necessary documents to carry out the terms, purposes and intent of this Agreement. 16.1 CLASSIFICATION OF MEMBER: The COMPANY has two (2) classes of MEMBERS, MEMBERS who have paid the membership fee which are entitled to vote, and MEMBERS who have not paid the membership fee which are not entitled to but for purposes of type of electrical service provided for the MEMBERS there shall be the following difficultions, and the undersigned's classification is indicated below, to-wit: Residential Service Commercial Service Irrigation Service W.O.# 25104 Security Light Stockwell Service -Other:_ This agreement shall become effective on the date written below and shall remain in effect for 17.1. months and thereafter from month to month until terminated. pears and thereafter from year to year until terminated.

This agreement may be terminated, after the initial term of this agreement, by either party giving ten (10) days written notice prior to the expiration of the current term.

NOTWITESTENDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE TERM OF THIS AGREEMENT SHALL BE EXTENDED TO INITION ANY REMAINING THEM ON EXISTING AGREEMENTS ENTERED INTO, PRIOR TO APAIL 1, 1993, BY AND BETWEEN THE COMMENT AND THE MEMBER AND SHALL NOT DISCHARS ANY PARMENTS DUE BY MEMBER TO COMPANY BY REASON OF REPAINING BALANCES NOW ON CONTRACTION AND/OR MINISTED CHARGES AS PROVIDED FOR IN SAIL EXISTING AGREEMENTS.

THE OR CONTRACTIONS TO CONSTRUCTION AND/OR MINISTED CHARGES AS PROVIDED FOR IN SAIL EXISTING AGREEMENTS. DETRIBUTIONS TO CONSTRUCTION AND/OR MINIMON CHARGES AS PROVIDED FOR IN SAID EXISTING funds to COMPANY on or 18.1. CONTRIBUTION TO CONSTRUCTION: MEMBER agrees to pay in cash or certified funds to COMPANY on or the time of execution of this agreement a contribution to construction in the sum of \$

200

teing the amount required under the policy of COMPANT for service, and payable prior to the commencement of any construction of said service.

13.1 SILLING: (a) Bills for service bereunder shall be paid at the office of COMPANY in Grant, Nebraska, within 10 days after the bill is mailed to NEMBER. If MEMBER shall fail to pay any such bill within such 10 day period, COMPANY may discontinue service bereunder by giving 10 days notice in writing to MEMBER as provided for berein. The NEMBER'S billing period is indicated below:

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20.1 MINIMUM CHARGE: The MEMBER shall pay to COMPANY as a minimum charge the sum of \$ 25.0 per hilling period, during the term of this agreement. MEMBER further agrees, notwithstanding MEMBER'S need for electricity or lack thereof, that MEMBER shall be liable for and shall pay COMPANY such minimum charge as COMPANY shall require of all members receiving electricity or having electricity available in the classification of MEMBER and as the same may from time to time be established by COMPANY, and such payment shall be due and payable to COMPANY during the term of this agreement and extension thereof whether or not service is actually utilized.

21.1 PENNISES: The premises described herein where the electricity is to be delivered by COMPANY to MEMBER is described as follows, to-wit: 12-39-33-1 Address: Street/Postal County, State of Nebraska City Zip 21.2 If the above described premises are owned by some person and/or entity other than the undersigned MEMERIES), please fill in the name and address of the owner as provided for herein. Address

22.1 CAPITAL CREDITS: In furnishing electrical power the COMPANY'S operation shall be so conducted that all NEMERS through their patromage furnish capital for the COMPANY. In order to induce patromage and to insure that the COMPANY will operate on a non-profit basis the COMPANY shall account, on a patromage basis, to all of its MEMBERS for all amounts received from the furnishing of electrical service in excess of the COMPANY'S operating costs and expenses pruperly chargeable against the furnishing of said electrical services. All such amounts in excess of said costs and expenses are received with the understanding that they are furnished by the MEMBERS as capital.

MEMBER authorizes and directs the COMPANY to allocate and credit the MEMBER(S), if more than one MEMBER, in accountance with the allocation of capital credits, on a percentage basis, as set out herein capital credits by reason of the MEMBER'S permanent. Address accordance with the allocation of capital credits, on a percentage basis, as set out herein capital credits by reason of the NEMBER'S patronage.

22.2 LIES: The Applicant covenants that Applicant owns an interest in the premises and has a lawful right to convey and as security for any service furnished by the COMPANY, does hereby grant to the COMPANY a lien for all delinquent charges, including minimum charges, whether electricity is used or not, interest, and any charges required by the rules and regulations of the COMPANY, including contribution-in-aid-of-construction. The COMPANY may foreclose said lien in the same manner as provided by law for the foreclose of real estate mortgages and may include in the amount subject to foreclosure the unpaid minimum charge due for the remaining term of this agreement.

[UNLESS CLEARIN INDICATED CTHERMISE, ALL ACCOUNTS ASSIGNED TO MORE THAN ONE MEMBER WILL BE DECREED TO BE ASSIGNED TO SAID MEMBER AS JOINT INDICATED CTHERMISE, ALL ACCOUNTS ASSIGNED TO MORE THAN ONE MEMBER WILL BE DECREED TO BE ASSIGNED TO SAID MEMBER AS JOINT INDICATED TENANTS WITE RIGHTS OF SURVIVORSHIP) ("JIWROS" indicates Joint Tenants with Rights of Servivorship) ("TIC" indicates Tenants In Common)

IN WITHERS WEEKSOF, the parties have executed this agreement on this the 28 day of JULIE. PAnko-Inc or Type Me STATE: NE 141 CITY: GRANT 352-4694 SOCIAL SECURITY OR ID NO. (To be filled in by Midwest Electric) THE MIDWEST ELECTRIC COOPERATIVE CHECORATION

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County of Perkins	30
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the 20th day of A	orel
2007 at 8,03	AM
and recorded in Book	67
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County Clerk	0

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an permanent easement, to run perpetually with the land, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. 8 76-201):

AN EASEMENT FOR AN UNDERGROUND LINE IN THE NORTHWEST QUARTER OF SECTION 33 TOWNSHIP 12 NORTH RANGE 39 WEST IN PERKINS COUNTY

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility, underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and communication purposes, and all necessary and proper foundations, footings, and other appliances and fixtures for use in connection with wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 27, day of April	, 20 <u>.5 .</u>
Mouns Lmo (O (Print Name)	(Sign Name)
STATE OF NEBRASKA) SS COUNTY OF Per-Kin-)	
The foregoing instrument was acknowledged b	before me on April 24,2006,
by Mike Thomas	•
	Cakin L. Dahlhoetter
	Notary Public
GENERAL NOTARY-State of Nebraska CALVIN L. DAHLKOETTER My Comm. Exp.	My Commission Expires Jan 18, 2007

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STATE OF NEBRASKA County of Perkins	} ss
Filed in this office of C	ounty Clerk
the 26th day of 1	aril
2007 at 8:0:	3 A M
and recorded in Rook	67
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Kita a. Kor	ade
County Clerk	T `

ELECTRICAL UTILITY EASEMENT

The undersigned, GRANTOR, for good and valuable consideration receipt of which is hereby acknowledged does hereby grant unto THE MIDWEST ELECTRIC COOPERATIVE CORPORATION, a Nebraska Non-Profit Corporation, GRANTEE, an permanent easement, to run perpetually with the land, as set out herein, in the following described real estate (as defined in Neb. Rev. Stat. δ 76-201):

AN EASEMENT FOR AN UNDERGROUND LINE IN THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 12 NORTH RANGE 39 WEST IN PERKINS COUNTY

The GRANTEE shall have the right to erect, construct, reconstruct, replace, remove, maintain, utility, underground electrical lines, with such wires and cables as GRANTEE shall from time to time suspend and/or bury for the transmission of electrical energy, and communication purposes, and all necessary and proper foundations, footings, and other appliances and fixtures for use in connection with wires and cables. Further the GRANTEE shall have a thirty (30) feet wide right of way, on along, and in the above described real estate so that there is a strip fifteen (15) feet wide on either side of the above described utility underground electrical lines and cables. GRANTOR shall have the right to use the above-described strip for purposes not inconsistent with GRANTEE'S full enjoyment of the right hereby granted, provided that GRANTOR shall not erect nor construct any building or other structure, or do any drilling or excavation, within such strip.

Notwithstanding the limitations and/or parameters of the easement granted herein, GRANTOR hereby consents to the expansion of the easement granted to the GRANTEE, from time to time, to the extent necessary to meet the current standards of the NATIONAL ELECTRIC SAFETY CODE.

GRANTOR, further grants to GRANTEE the right of ingress to and egress from the above-described strip over and across the real estate by means of roads and lanes on such real estate, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to GRANTOR.

GRANTOR shall have the further right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the above-described strip.

GRANTOR shall also have the right from time to time and to cut down and clear away any and all trees and brush now or hereafter located on the above-described strip.

Executed this 24, day of April	,20_06.
HOMAS LAND CO (Print Name)	(Sign Name)
STATE OF NEBRASKA) COUNTY OF Perkins The foregoing instrument was acknowledged	before me on April 24,20 6 C,
by M. Ke Thomas	
GENERAL NOTARY-Stale of Nebraska CALVIN L. DAHLKOETTER My Comm. Exp.	Notary Public My Commission Expires Jan 18 2007