



ASSESSOR/REGISTER OF DEEDS

433 N. Chestnut Suite 200/203

Wahoo, Nebraska 68066

PO Box 184

RHONDA J. ANDRESEN

MATTSON RICKETTS LAW FIRM 2077 N STREET SUITE 320 LINCOLN, NE 68510

RHONDA J. ANDRESEN
ASSESSOR/REGISTER OF DEEDS
SAUNDERS CO., NE
DATE 11/21/25 TIME 11:16 A
BOOK 628 PAGE 747
OF GEN INST

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

ALTEN, LLC Tanner Shaw, President C/O Mattson Ricketts Law Firm, LLP 2077 N Street, Suite 320 Lincoln, Nebraska 68510

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 18th day of November, 2025, by ALTEN, LLC, Grantor, ALTEN, LLC, Holder/Grantee, and the Nebraska Department of Water, Energy, and Environment ("DWEE or Agency"), Agency, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§ 76-2601 to 76-2613 (Reissue 2018) & (Cum. Supp. 2024) (as amended by 2025 Neb. Laws LB 317, §§ 386 & 387).

RECITALS:

A. Grantor is the owner of real property located at 1332 County Rd 10 68041 in Mead, Saunders County, Nebraska, legally described as follows:

A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 14 NORTH, RANGE 8 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE N01°19'42"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1006.18 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-174; THENCE S89°45'19"E, A DISTANCE OF 1930.57 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 423, PAGE 1097; THENCE ON SAID SOUTHERLY LINE THE FOLLOWING DESCRIBED COURSES: N01°04'49"E, 36.92 FEET; S89°46'48"E, 924.59 FEET; S00°47'49"E, 613.33 FEET; S00°48'41"W, 519.89 FEET; S04°14'01"E, 102.00 FEET; S09°40'47"E,

116.00 FEET; S85°29'17"E, 179.00 FEET; S89°18'13"E, 307.00 FEET; S89°54'10"E, 500.00 FEET; N87°52'05"E, 129.86 FEET; S88°56'45"E, 964.15 FEET; S76°56'09"E, 182.20 FEET; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY LINE, ON A 900.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 210.00 FEET, THE CHORD OF SAID CURVE BEARS N86°57'05"E, 209.52 FEET; THENCE S86°24'09"E CONTINUING ON SAID SOUTHERLY LINE, A DISTANCE OF 142.18 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12: THENCE S00°04'47"W ON SAID EAST LINE, A DISTANCE OF 575.37 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN BOOK 370, PAGE 1275; THENCE ON THE NORTHERLY LINE OF SAID PREVIOUSLY DESCRIBED AND RECORDED PARCEL THE FOLLOWING COURSES: N89°16'07"W, 820.00 FEET; N00°43'53"E, 475.00 FEET; N89°16'07"W, 840.00 FEET; S09°18'57"W, 150.00 FEET; S16°53'18"W, 160.00 FEET; S00°43'53"W, 173.00; N89°16'07"W, 936.34 FEET; S03°35'54"W, 267.34 FEET; N89°43'22"W, 1459.11 FEET; N00°16'38"E, 440.00 FEET; N89°43'22"W, 315.00 FEET; S00°16'38"W, 293.95 FEET; N89°43'32"W, 300.31 FEET; N00°00'00"E, 179.23 FEET; N35°51'17"E, 414.76 FEET; N00°00'00"E, 167.43 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-175; THENCE N84°20'41"W ON THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 492.02 FEET; THENCE N86°29'47"W CONTINUING ON SAID NORTHERLY LINE, A DISTANCE OF 461.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N01°19'42"W ON SAID WEST LINE, A DISTANCE OF 281.09 FEET TO THE POINT OF BEGINNING, CONTAINING 149.63 ACRES, MORE OR LESS. (hereinafter, "Property").

- B. Holder/Grantee is ALTEN, LLC.
- C. The Property had been used for ethanol manufacturing, which used discarded seed treated with pesticides as a feedstock.
- D. The Property is the subject of environmental response projects, as defined by Neb. Rev. Stat. § 76-2602(5) (Cum. Supp. 2024) (as amended by 2025 Neb. Laws LB 317, § 386), including remedial actions and work performed by the AltEn Facility Response Group ("FRG") under the Nebraska Voluntary Cleanup Program ("VCP"). FRG members are AgReliant Genetics, LLC; Bayer U.S. LLC; Beck's Superior Hybrids, Inc.; Corteva Agriscience LLC; Syngenta Seeds, LLC; and Winfield Solutions, LLC.
- E. The Agency, as defined in Neb. Rev. Stat. § 76-2602 (Reissue 2018) (Cum. Supp. 2024) (as amended by 2025 Neb. Laws LB 317, § 386), is the DWEE.
- F. The environmental response projects are documented in an amended Memorandum of Agreement between the DWEE and the FRG, dated September 3, 2024, or as amended

thereafter. The administrative record for this project or action is available to the public and located at https://ecmp.nebraska.gov/PublicAccess/index.html?MyQueryID=340 with the site-specific DWEE Facility Number 84069.

NOW, THEREFORE,

Grantor hereby declares that, to the extent allowed under Nebraska law, the Property will hereinafter be bound by, held, sold, and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 11 below.

- 1. <u>Representations and Warranties.</u> The Grantor warrants to the other signatories to this Covenant that:
- a. The Grantor is the sole fee title owner of the Property;
- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims, subject to the persons holding legal or equitable interests unless those persons provide consent and those with prior interests subordinate their interests in favor of this Environment Covenant; and
- c. The Grantor has identified all known persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other lien holders, and lessees. Persons holding legal or equitable interests that consent to subordinate their interests to the environmental covenant, are listed in Exhibit A, which is attached hereto.
- 2. <u>Purpose</u>. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to pollution present on the Property and to ensure the environmental response projects, remedial actions, and other remediation activities can be performed on the Property with DWEE oversight.
- 3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights that will run with the land and gives to the Agency the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Environmental Covenant are binding on the Grantor, its successors, heirs, executors, assigns, and transferees, and all persons, corporations, or other entities obtaining or succeeding to any right, title or interest in the Property after the effective date of this Environmental Covenant. All real estate, lots, or parcels located within the Property are subject to the terms, conditions, obligations, and limitations in this Environmental Covenant. Acceptance of any conveyance, transfer, lease, or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees, and assigns to the terms, conditions, obligations, and limitations during their respective

period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be promptly provided to the Agency by the transferor. The Grantor is bound by the terms, conditions, obligations, and limitations in this Environmental Covenant only during its period of ownership or occupancy after the effective date. This Environmental Covenant in no way amends, modifies, limits, or releases the FRG from its duties and obligations under the amended Memorandum of Agreement and environmental response projects and remedial actions under the Nebraska VCP.

4. Activity and Use Limitations.

- a. Access and remediation: The Grantor and any then-current owner hereby grants to the Agency, its agents, contractors, and employees, as well as participants in the Nebraska VCP, any persons subject to an order of a court, or an Agency director regarding remediation of the Property and their agents, contractors, and employees, the right of access to the Property, including the right to oversee, inspect, investigate, monitor, evaluate, implement, conduct, and complete interim and final remedial actions approved by the Agency or its successor, in accordance with state and federal law, including but not limited to the Remedial Action Plan Monitoring Act, Neb. Rev. Stat. § 81-15,181 et seq (Reissue 2024) and the Nebraska VCP. The Grantor and any then-current owner also hereby grants to the Agency, its agents, contractors, and employees the right of access to inspect, observe, and monitor remediation activities and any long-term operation and maintenance activities occurring on the Property, as well as to perform soil, water, or air sampling and to install monitoring wells on the Property. The Grantor and any then-current owner further grants to the Agency, its agents, contractors, and employees the right of access to the Property and air space above the Property for the use of drones to inspect, investigate, assess, and monitor remediation activities.
- b. The following activity and use limitations do not predetermine final remedial actions or cleanup levels on the Property and are subject to amendment based on the Agency's approval of final remedial actions through the submittal of remedial action plans and the Nebraska VCP process:
 - i. <u>Land Use Limitation</u>: The Property shall not be used for residential purposes, child care facilities, school use, playground, or any land use where persons can be expected to reside.
 - ii. <u>Groundwater Limitation</u>: The extraction and use of groundwater underlying the Property for drinking, bathing, cooking, and other similar purposes by humans is prohibited. Extraction and use of groundwater underlying the Property for agricultural or industrial purposes, including the use of such water for consumption by

livestock, must be approved or permitted by the Agency prior to use. The groundwater may be extracted for purposes of investigation and remediation as approved by the Agency. Installation of any new wells for remediation or investigation must be done in accordance with an Agency-approved work plan. The Grantor or any then-current owner may install a new well on the Property upon approval by the Agency for the use of water consumption by livestock.

- 5. <u>Reserved Rights of Grantor</u>. The Grantor hereby reserves unto itself and its successors all rights and privileges in and to the use of the Property which are not incompatible with the limitations granted herein.
- 6. <u>Compliance Reporting.</u> One year from the effective date of this Environmental Covenant, and on an annual basis thereafter until such time as this Environmental Covenant is terminated, the then-current fee simple owner of the Property shall submit to the Agency written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Environmental Covenant shall notify the Agency as soon as possible of conditions that would constitute a breach of the activity and use limitations.
- 7. Enforcement. The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by, and in accordance with, Neb. Rev. Stat. § 76-2611 (Reissue 2018). Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict or limit the Agency from exercising any authority under applicable law.
- 8. Additional Rights of Access. In addition to the access granted in Paragraph 4 above, the Grantor and any then-current owner hereby grants to the Agency, its agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agency's right of entry and access or the Agency's authority to take response actions under applicable law.
- 9. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases and mortgages, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, the Grantor or then-owner must provide the Agency with a certified copy of said instrument and its recording reference in the Saunders County Register of Deeds.

NOTICE: THE INTERES	T CONVEYED HEREBY	IS SUBJECT TO AN
ENVIRONMENTAL COV	/ENANT DATED	, RECORDED IN
THE OFFICE OF THE RE	EGISTER OF DEEDS OF S	SAUNDERS COUNTY,
NEBRASKA ON	, IN [DOCUMENT	, BOOK,
PAGE]. THE ENVI		
FOLLOWING ACTIVITY	AND USE LIMITATION	IS:

a. Access and remediation: The Grantor and any then-current owner hereby grants to the Agency, its agents, contractors, and employees, as well as participants in the Nebraska VCP, any persons subject to an order of a court, or an Agency director regarding remediation of the Property and their agents, contractors, and employees, the right of access to the Property, including the right to oversee, inspect, investigate, monitor, evaluate, implement, conduct, and complete interim and final remedial actions approved by the Agency or its successor, in accordance with state and federal law, including but not limited to the Remedial Action Plan Monitoring Act, Neb. Rev. Stat. § 81-15,181 et seq. (Reissue 2024) and the Nebraska VCP. The Grantor and any then-current owner also hereby grants to the Agency, its agents, contractors, and employees the right of access to inspect, observe, and monitor remediation activities and any long-term operation and maintenance activities occurring on the Property, as well as to perform soil, water, or air sampling and to install monitoring wells on the Property. The Grantor and any then-current owner further grants to the Agency, its agents, contractors, and employees the right of access to the Property and air space above the Property for the use of drones to inspect, investigate, assess, and monitor remediation activities.

THE ENVIRONMENTAL COVENANT ALSO CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS, WHICH ARE SUBJECT TO AMENDMENT BASED ON THE AGENCY'S APPROVAL OF FINAL REMEDIAL ACTIONS THROUGH THE SUBMITTAL OF REMEDIAL ACTION PLANS AND THE NEBRASKA VOLUNTARY CLEANUP PROGRAM PROCESS:

- b. <u>Land Use Limitation</u>: The Property shall not be used for residential purposes, child care facilities, school use, playground, or any land use where persons can be expected to reside.
- c. Groundwater Limitation: The extraction and use of groundwater underlying the Property for drinking, bathing, cooking, and other similar purposes by humans is prohibited. Extraction and use of groundwater underlying the Property for agricultural or industrial purposes, including the use of such water for consumption by livestock, must be approved or permitted by the Agency prior to use. The groundwater may be extracted for purposes of investigation and remediation as approved by the Agency.

Installation of any new wells for remediation or investigation must be done in accordance with an Agency-approved work plan. The Grantor or any thencurrent owner may install a new well on the Property upon approval by the Agency for the use of water consumption by livestock.

THE ENVIRONMENTAL COVENANT ALSO CONTAINS THE FOLLOWING ADDITIONAL RIGHT OF ACCESS:

The Grantor and any then-current owner hereby grants to the Agency, its agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agency's right of entry and access or the Agency's authority to take response actions under applicable law.

- 10. <u>Waiver of Certain Defenses</u>. The persons and entities bound by this Environmental Covenant hereby waive any defense to the enforcement of this Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.
- 11. Amendment and Termination. Amendment or termination of this Environmental Covenant shall comply with Neb. Rev. Stat. § 76-2610 (Reissue 2018). The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Agency, the then current fee simple title owner, and all original signatories unless exempted by Neb. Rev. Stat. § 76-2610 (Reissue 2018). The amendment or termination is not effective until the document evidencing consent of all necessary persons is properly recorded. A party to the Environmental Covenant may waive consent to future amendments or termination of the Environmental Covenant. A prior interest that subordinates its interest in favor of this Environmental Covenant may also subordinate its interest in favor of future amendments. If not by consent, any amendment or termination of this Environmental Covenant shall be as provided by Neb. Rev. Stat. § 76-2609 (Reissue 2018) and such additional terms as specified in this Environmental Covenant. As provided in Neb. Rev. Stat. § 76-2610(c) (Reissue 2018), except for an assignment undertaken pursuant to a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment.
- 12. <u>Grantor and Holder/Grantee's Waiver of Consent</u>. By signing this Environmental Covenant, the Grantor and Holder/Grantee hereby waives its consent to future termination of the Environmental Covenant and, also, waives its consent to future amendments of the Environmental Covenant that (1) change the holder; (2) amend or impose restrictions on the use of the Property; or (3) impose affirmative obligations that do not require AltEn, LLC to expend funds.

- 13. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 14. <u>Captions</u>. The captions in this Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 15. <u>Governing Law.</u> This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
- 16. <u>Recordation.</u> Within thirty (30) days after the date of the Agency's approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the property, with the Saunders County Register of Deeds.
- 17. <u>Effective Date.</u> The effective date of this Environmental Covenant is the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Saunders County Register of Deeds.
- 18. <u>Distribution of Environmental Covenant.</u> Within sixty (60) days of the effective date, the Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to:
 - (1) Each person that signed the covenant;
 - (2) Each person holding a recorded interest in the real property subject to the covenant;
 - (3) Each person in possession of the real property subject to the covenant;
 - (4) Each municipality or other unit of local government in which real property subject to the covenant is located; and
 - (5) FRG members: AgReliant Genetics, LLC; Bayer U.S. LLC; Beck's Superior Hybrids, Inc.; Corteva Agriscience LLC; Syngenta Seeds, LLC; and Winfield Solutions, LLC.
- 19. <u>Notice</u>. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

Superfund/VCP Section
Monitoring & Remediation Division
Nebraska Department of Water, Energy, and Environment
245 Fallbrook Blvd.
Suite 100
Lincoln, NE 68521

20. <u>Subordination and Consent</u>. By signing this environmental covenant or a separate record, the signatories knowingly and intelligently acknowledge their consent to the

terms of this agreement and agree to subordinate their interest in the Property. The agreement by a person to subordinate a prior interest to an environmental covenant as provided in Neb. Rev. Stat. § 76-2603(d)(4) (Reissue 2018) affects the priority of that person's interest but does not itself impose any affirmative obligation on the person with respect to the Environmental Covenant. Exhibit A provides those prior interest holders who have agreed to subordinate their interest in the Property to this environmental covenant through a separate record as of the time this environmental covenant was signed by DWEE.

21. <u>Counterparts</u>. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be considered signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

ACKNOWLEDGEMENTS

GRANTOR AND HOLDER/GRANTEE:

Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 3 rd day of 6 the Property and the Holder/Grantee of this Environmental Covenant to be executed on this 3 rd day of 6 the Holder Agrant Tovenant
By: ALTEN, LLC
Tanner Shaw, President
STATE OF KOUSOS) COUNTY OF JOWSON)
The foregoing instrument was acknowledged before me this 200 of 000 who acknowledged said Environmental Covenant on behalf of Grantor.
Notary Public XIAOWEI PAN Notary Public - State of Kansas My Appointment Expires 10/14/70/8
(SEAL)

AGENCY:

IN WITNESS WHEREOF, DWEE, as an Agency defined in Neb. Rev. Stat. § 76-2602(2) (Cum. Supp. 2024) (as amended by 2025 Neb. Laws LB 317, § 386), is not a party to this Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Environmental Covenant, nor is DWEE a Holder under Neb. Rev. Stat. §§ 76-2602(6) (Cum. Supp. 2024) (as amended by 2025 Neb. Laws LB 317, § 386) and 76-2603(a) (Reissued 2018).

NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT

Jesse Bradley, Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 of November 2025 by Tesse Bracley who acknowledged said Environmental Covenant on behalf of the Agency.

(SEAL)

GENERAL NOTARY - State of Nebraska LAUREN TRIPLETT My Comm. Exp. March 11, 2028

EXHIBIT A LIST OF HOLDERS OF PRIOR INTERESTS WITH EXECUTED SUBORDINATION AGREEMENTS AT THE TIME OF RECORDING

Name of Interest Holder	Type(s) of Interest			
Saunders County, Nebraska	Tax Sale Certificate Holde			
Village of Mead, Nebraska	Redevelopment Contract dated Oct. 6, 2006			
AM JJ Investments, LLC	Tax Sale Certificate Holder			

RHONDA J. ANDRESEN
ASSESSOR/REGISTER OF DEEDS
SAUNDERS CO., NE
DATE 11/21/25 TIME 11:17 A
BOOK 628 PAGE 759
OF GEN INST# 301



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

ALTEN, LLC Tanner Shaw, President C/O Mattson Ricketts Law Firm, LLP 2077 N Street, Suite 320 Lincoln, NE 68510

Space Above for Record's Use Only

SUBORDINATION AGREEMENT

The Village of Mead, Nebraska, the governmental entity that annexed a portion of the real property described in Exhibit A attached hereto, does hereby recognize that the activity and use limitations in the Environmental Covenant are intended to ensure the real property described in Exhibit A has necessary access and rights granted for continued remediation of the pollution present and to minimize the potential for exposure to pollution present on the real property, and hereby consents to and subordinates the interest on real property in Saunders County, Nebraska, which is evidenced by Ordinance No. 552 of the Village of Mead, Nebraska, and recorded on September 8, 2006, in Book 347, Page 1277, in the Office of the Register of Deeds of Saunders County, Nebraska, and the Memorandum of Redevelopment Contract dated Nov. 22, 2006 and recorded Jan.25, 2007 in Book 352, Page 206 records of Saunders County, Nebraska executed by the Village of Mead, Nebraska stating that the Village of Mead, Nebraska and E3 BioFuels-Mead, LLC and Mead Cattle Company, LLC entered into a Redevelopment Contract dated Oct. 6, 2006, to be subordinated to the Environmental Covenant executed by AltEn, LLC and the Nebraska Department of Water, Energy, and Environment and recorded in the Office of the Register of Deeds of Saunders County, Nebraska in Book 026, Page 147, as if for all purposes the Environmental Covenant had been executed, delivered, and recorded prior to the aforementioned interest.

The undersigned also hereby agrees to that its property interest shall be subject to and subordinate to any amendments changing the holder or any subsequent amendments to the activity and use limitations of the Environmental Covenant that are based on the Nebraska

Department of Water, Energy, and Environment's approval of final remedial actions through the submittal of remedial action plans and the Nebraska Voluntary Cleanup Program.

IN WITNESS WHEREOF, the said Village of Mead, Nebraska has caused this Subordination Agreement to be executed by its duly authorized representative this ______ day of ______, 2025. Village of Mead, Nebraska (Printed Name and Title) STATE OF Nelson () ss. COUNTY OF Sandes The foregoing instrument was acknowledged before me this // day of // day of // 2025 by William Throw who acknowledged said Environmental Covenant on behalf of the Village of Mead, Nebraska. General Notary - State of Nebraska SCOTT SELKO **Motary** Public My Comm. Exp. July 17, 2029 (SEAL)

EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 14 NORTH, RANGE 8 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE N01°19'42"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1006.18 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-174; THENCE S89°45'19"E, A DISTANCE OF 1930.57 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 423, PAGE 1097; THENCE ON SAID SOUTHERLY LINE THE FOLLOWING DESCRIBED COURSES: N01°04'49"E, 36.92 FEET; S89°46'48"E, 924.59 FEET; S00°47'49"E, 613.33 FEET; S00°48'41"W, 519.89 FEET; S04°14'01"E, 102.00 FEET; S09°40'47"E, 116.00 FEET; S85°29'17"E, 179.00 FEET; S89°18'13"E, 307.00 FEET; S89°54'10"E, 500.00 FEET; N87°52'05"E, 129.86 FEET; S88°56'45"E, 964.15 FEET; S76°56'09"E, 182.20 FEET; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY LINE, ON A 900.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 210.00 FEET. THE CHORD OF SAID CURVE BEARS N86°57'05"E, 209.52 FEET; THENCE S86°24'09"E CONTINUING ON SAID SOUTHERLY LINE, A DISTANCE OF 142.18 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S00°04'47"W ON SAID EAST LINE, A DISTANCE OF 575.37 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN BOOK 370, PAGE 1275; THENCE ON THE NORTHERLY LINE OF SAID PREVIOUSLY DESCRIBED AND RECORDED PARCEL THE FOLLOWING COURSES: N89°16'07"W, 820.00 FEET; N00°43'53"E, 475.00 FEET; N89°16'07"W, 840.00 FEET; S09°18'57"W, 150.00 FEET; S16°53'18"W, 160.00 FEET; S00°43'53"W, 173.00; N89°16'07"W, 936.34 FEET; S03°35'54"W, 267.34 FEET; N89°43'22"W, 1459.11 FEET; N00°16'38"E, 440.00 FEET; N89°43'22"W, 315.00 FEET; S00°16'38"W, 293.95 FEET; N89°43'32"W, 300.31 FEET; N00°00'00"E, 179.23 FEET; N35°51'17"E, 414.76 FEET; N00°00'00"E, 167.43 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-175; THENCE N84°20'41"W ON THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 492.02 FEET; THENCE N86°29'47"W CONTINUING ON SAID NORTHERLY LINE, A DISTANCE OF 461.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N01°19'42"W ON SAID WEST LINE, A DISTANCE OF 281.09 FEET TO THE POINT OF BEGINNING, CONTAINING 149.63 ACRES, MORE OR LESS.

RHONDA J. ANDRESEN
ASSESSOR/REGISTER OF DEEDS
SAUNDERS CO., NE
DATE 11/21/25 TIME 11:18 A
BOOK 628 PAGE 762
OF CEN INST# 302

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

ALTEN, LLC Tanner Shaw, President C/O Mattson Ricketts Law Firm, LLP 2077 N Street, Suite 320 Lincoln, NE 68510

Space Above for Record's Use Only

SUBORDINATION AGREEMENT

AMJJ Investments, LLC, Tax Sale Certificate holder, with respect to the real property described in Exhibit A attached hereto, does hereby recognize that the activity and use limitations in the Environmental Covenant are intended to ensure the real property described in Exhibit A has necessary access and rights granted for continued remediation of the pollution present and to minimize the potential for exposure to pollution present on the real property, and hereby consents to and subordinates the interest on real property in Saunders County, Nebraska, which is evidenced by Tax Sale Certificates issued by the Saunders County Treasurer as Certificates PU002625, PU002626 and PU002627 (a true and accurate copy of which is attached and marked as "Exhibit B"), to the Environmental Covenant executed by AltEn, LLC and the Nebraska Department of Water, Energy, and Environment and recorded in the Office of the Register of Deeds of Saunders County, Nebraska in Book VIII., Page VIII., as if for all purposes the Environmental Covenant had been executed, delivered, and recorded prior to the aforementioned interest.

The undersigned tax certificate owner and holder also hereby agrees to that its property interest shall be subject to and subordinate to any amendments changing the holder or any subsequent amendments to the activity and use limitations of the Environmental Covenant that are based on the Nebraska Department of Water, Energy, and Environment's approval of final remedial actions through the submittal of remedial action plans and the Nebraska Voluntary Cleanup Program.

IN WITNESS WHEREOF, the said AMJJ In Subordination Agreement to be executed by its duly November, 2025.	evestments, LLC has caused this day of authorized representative this
	AMJJ Investments, LLC
	Brue S. Williams (Signature)
	Bruce L. Williams, Member (Printed Name and Title)
	1 NOV 2 5 (Date)
STATE OF Nebraska) ss. COUNTY OF Saynders)	16t Aloua San
The foregoing instrument was acknowledged by Bruck (Williams) who acknowledged said Envestments, LLC.	d before me this [7] day of [NOVENDEX], 2025 nvironmental Covenant on behalf of AMJJ
State of Nebraska – General Notary DIXIE J. POTTER My Commission Expires October 20, 2029 (SEAL)	Notary Public

EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 14 NORTH, RANGE 8 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE N01°19'42"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1006.18 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-174; THENCE S89°45'19"E, A DISTANCE OF 1930.57 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 423, PAGE 1097; THENCE ON SAID SOUTHERLY LINE THE FOLLOWING DESCRIBED COURSES: N01°04'49"E, 36.92 FEET; S89°46'48"E, 924.59 FEET; S00°47'49"E, 613.33 FEET; S00°48'41"W, 519.89 FEET; S04°14'01"E, 102.00 FEET; S09°40'47"E, 116.00 FEET; S85°29'17"E, 179.00 FEET; S89°18'13"E, 307.00 FEET; S89°54'10"E, 500.00 FEET; N87°52'05"E, 129.86 FEET; S88°56'45"E, 964.15 FEET; S76°56'09"E, 182.20 FEET; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY LINE, ON A 900.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 210.00 FEET, THE CHORD OF SAID CURVE BEARS N86°57'05"E, 209.52 FEET; THENCE S86°24'09"E CONTINUING ON SAID SOUTHERLY LINE, A DISTANCE OF 142.18 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S00°04'47"W ON SAID EAST LINE, A DISTANCE OF 575.37 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN BOOK 370, PAGE 1275; THENCE ON THE NORTHERLY LINE OF SAID PREVIOUSLY DESCRIBED AND RECORDED PARCEL THE FOLLOWING COURSES: N89°16'07"W, 820.00 FEET; N00°43'53"E, 475.00 FEET; N89°16'07"W, 840.00 FEET; S09°18'57"W, 150.00 FEET; S16°53'18"W, 160.00 FEET; S00°43'53"W, 173.00; N89°16'07"W, 936.34 FEET; S03°35'54"W, 267.34 FEET; N89°43'22"W, 1459.11 FEET; N00°16'38"E, 440.00 FEET; N89°43'22"W, 315.00 FEET; S00°16'38"W, 293.95 FEET; N89°43'32"W, 300.31 FEET; N00°00'00"E, 179.23 FEET; N35°51'17"E, 414.76 FEET; N00°00'00"E, 167.43 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-175; THENCE N84°20'41"W ON THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 492.02 FEET; THENCE N86°29'47"W CONTINUING ON SAID NORTHERLY LINE, A DISTANCE OF 461.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N01°19'42"W ON SAID WEST LINE, A DISTANCE OF 281.09 FEET TO THE POINT OF BEGINNING. CONTAINING 149.63 ACRES, MORE OR LESS.

SAUNDERS COUNTY TREASURER'S PUBLIC TAX SALE CERTIFICATE STATE OF NEBRASKA

	SAUNDERS COUNTY T PUBLIC TAX SALE CH STATE OF NEB	ERTIFICATE	2017	
I, MARILYN L KELLEY do hereby certify that the following at PUBLIC SALE in the manner pestate taxes in the manner provided therefore on and after three years from the provisions required by law.	described real estate in sai rovided by law. I further by law the stated purchase	d County and State vertify that unless recers, heirs or assigns.	demption is made of a will be entitled to a d	said real eed
Fee: 20.00				
166. 20.00				
Purchaser: AM JJ INVESTMENT ID # 0140 2350 COUNTY ROAI MORSE BLUFF, NE	DΥ	ssigned To: Date:		
Certificate Number: PU002625				
Tax Years Sold For: 2015, 2015		991		
Amount of Certificate, Including In	terest and Advertising:	8,650.67		
Legal Description: Parcel # 269 TR V	7006 Perm ID# 2 V1/2 12-14-8 (57.35 ACR	697006 RES)	- 1	
Date of Sale: 3/10/2017				
Last Date of Redemption: 3/10/2	2020			
In Witness whereof, I hereunto set	my hand and seal on the d	ay of: 3/10/2017		
Marlow Jokell	Des			
MARILYN L KELLEY SAUNDERS COUNTY TREASE	URER	BY DEPUTY		
SUBSEQUENT TAXES: May be	purchased as they become	delinquent.		30 30 00 00 30 0 0 0 0 0 10 10 10 10 10 10 10 10 10 10 10 10 10 1
Redemption Number :				
Amount of Redemption :	생기가 나는 그들은 사람이다.		호텔 11일 - 보이면 11일 12일 12일 - 12일 - 12일 - 12일 12일 - 12일 - 12일 - 12일 - 12일 - 12일 - 12일	
Redeemed by :		tion and annual supplications and the supplications are supplicated as the supplication are s	EXHIE	
Sales of delinquent taxes are condu	icted pursuant to Neb. Rev	v. Stat. 77-1801 et se	g 🔯	

n 000176	As also District	MARILYN L KELLEY	COUNTY THEASI Taxable Value	Exempt Value	Tax Type
ID Number	Taxing District				DEAL COTATE
26970.06	10	2,233609	105,745		REAL ESTATE
V1/2 12-14-8 (57.3	6 ACRES)		2nd Half 9 / 1	/ 2015 Tax Before Cree Tax Cree / 2016 Lafe Filing / 2016 Total Tax I st Half 2nd Half Foll	dits 99.50 Fee .00
A Although the control of the contro	LANGLEY-AUTHO	R	ECEI	X	219.11 5.00
5225 RENNER SHAWNEE KS					Total Collected
SHAWNEE KS	00217-3/3/			MLK	2,486.53
	일하게 불어 가게 되는 것이 없는데 없다.			WILK	
sy: PU2625 AM J. r 2015		MARILYN L KELLEY	RS COUNTY / COUNTY TREAS	UPER	PAID IN FULL Receipt 000043
) INVEST Tissing District			Exempt Value	Receipt 0000430
ır 2015 pr 500176		MARILYN L KELLEY	COUNTY TREAS	URED Exempt Value	Receipt 000043
ar 2015 pt 600176 ID Number	Taking District	MARILYN L KELLES Tax Rate 2.233609	Z62,455 Taxable value 262,455 Taxes Due 12 / 31 Definquent 1st Half 2nd Half 9 / 1	/ 2015 Tax Before Cre Tax Cre Tax Cre / 2016 Late Filing Total Tax	Receipt 0000430 Flayment Date 3 / 10 Flax Type REAL ESTATE dits 5,862.24 shits 246.94 Fee .00 Due 5,615.30
ar 2015 pr 600176 ID Number 26970.06 V1/2 12-14-8 (57.:	Taking District 99903 35 ACRES)	MARILYN L KELLES Tax Rate 2.233609	Z62,455 Taxes Due 12 / 31 Definquent 1st Haif 5 / 1 2nd Haif 9 / 1	/ 2015 Tax Before Cre Tax Cre Tax Cre / 2016 Late Filing / 2016 Total Tax Lat Helf 2nd Helf Full X Interv	Receipt 0000430 Flayment Date 3 / 10 Flax Type REAL ESTATE dits 5,862.24 246.94 Fee .00 Installmen est 5,615.30 State 543.84 ng 5.00
ar 2015 pr 600176 ID Number 28970.08 V1/2 12-14-8 (57.: ALTEN, LLC ATTN: DENNIS 5225 RENNER	Taking District 9903 35 ACRES) S LANGLEY-AUTHORD	MARILYN L KELLES Tax Rate 2.233609	Taxable Value 262,455 Taxes Due 12 / 31 Definquent 1st Haif 2nd Haif 9 / 1 Leccipt void until final payment of easy check or draft sendered.	/ 2015 Tax Before Cre Tax Cre / 2016 Late Filing / 2016 Total Tax List Half 2nd Half Full X Inter Advertisi	Receipt 0000434 Flayment Detc 3 / 10 REAL ESTATE dits 5,862.24 dits 246.94 Fee .00 Installment 5,615.30 Installment 5,43.84 5,00
ar 2015 pr 600176 ID Number 26970.06 N1/2 12-14-8 (57	Taking District 9903 35 ACRES) S LANGLEY-AUTHORD	MARILYN L KELLES Tax Rate 2.233609	Taxable Value 262,455 Taxes Due 12 / 31 Definquent 1st Haif 2nd Haif 9 / 1 Leccipt void until final payment of easy check or draft sendered.	/ 2015 Tax Before Cre Tax Cre / 2016 Late Filing / 2016 Total Tax List Half 2nd Half Full X Inter Advertisi	Receipt 0000430 Flayment Date 3 / 10 Flax Type REAL ESTATE dits 5,862.24 Salits 246.94 Fee .00 S.615.30 Installmen est 5,615.30 543.84 ser .00

SAUNDERS COUNTY

Tak Year 2015

Receipt 00004304

COPY

SAUNDERS COUNTY TREASURER'S PUBLIC TAX SALE CERTIFICATE STATE OF NEBRASKA

tate taxes in the manner provided by law, the stated purerefore on and after three years from the date of purchase provisions required by law.	orther certify that unless redemption is made of said real irchasers, heirs or assigns, will be entitled to a deed ase, on surrender of this Certificate, and compliance with
e: 20,00	
# 0140 2350 COUNTY ROAD Y MORSE BLUFF, NE 68648	Assigned To: Date:
ertificate Number: PU002626	MANA
ax Years Sold For: 2015	
mount of Certificate, Including Interest and Advertisin	ig: 3,105.13
egal Description: Parcel # 3752000 Perm ID# LOT 4 MEDLEX SUBD	
1634 RIVERVIEW RD	
ate of Sale: 3/10/2017	한 동생들이 말으시고 한 하시면 하시면 보고 있다. 인터넷 1982년
ast Date of Redemption: 3/10/2020	
Witness whereof, I hereunto set my hand and seal on	the day of: 3/10/2017
Marilyn) & Volley	
AUNDERS COUNTY TREASURER	BY DEPUTY
UBSEQUENT TAXES: May be purchased as they be	scome delinquent.
eate of Redemption :	
edemption Number	
mount of Redemption :) (
tedeemed by	마이다 그는 글리토하다 하고 모으면 중 얼마를 하고 않았다.

Receipt 00004306 SAUNDERS COUNTY Tax Year 2015 Payment Date 3 / 10 / 2017 Tax Type MARILYN L KELLEY, COUNTY TREASURER Statement 009101 Exempt Value Taxable Value **Taxing District** ID Number REAL ESTATE 1.749472 170,740 213 37520.00 Taxes Due 12 / 31 / 2015 Tax Before Credits 2,987.06 LOT 4 MEDLEX SUBDIVISION 26-15-9 Tax Credits Delinquent 160.66 1st Half 5 / 1 / 2016 Late Filing Fee .00 Total Tax Due 2nd Half 9 / 1 / 2016 2,826.40 1st Half | 2nd Half Installment Full 1634 RIVERVIEW RD X Interest 2,826.40 273.73 **RECEIP** Advertising 5.00 MORRIS, WAYNE Other 00 1634 RIVERVIEW RD **YUTAN NE 68073** Total Collected 3,105.13

Paid By: PU2626 AM JJ INVEST

COPY

MLK

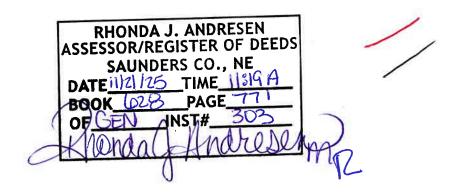
PAID IN FULL

SAUNDERS COUNTY TREASURER'S PUBLIC TAX SALE CERTIFICATE STATE OF NEBRASKA

I, MARILYN L KELLEY Treasurer of SAU	INDERS County in the State of Nebraska
do hereby certify that the following described real est	ate in said County and State was duly sold for taxes I further certify that unless redemption is made of said real
estate taxes in the manner provided by law, the stated therefore on and after three years from the date of pur	purchasers, heirs or assigns, will be entitled to a deed chase, on surrender of this Certificate, and compliance with
the provisions required by law.	
Fee: 20.00	생물로 많이 그는 그 그 사람들은 학자들이 다시다.
Fee: 20.00	그리 마음이라 하는 그는 사람들이 모르고 있습니다.
Purchaser: AM JJ INVESTMENTS, LLC ID # 0140 2350 COUNTY ROAD Y MORSE BLUFF, NE 68648	Assigned To: Date:
전하면 왕인 일반, 이해 전 전통 (B. 1987) 이번 이번 모르는 등 보통하다 경인 시간이 되고 있는 것으로 하는 것이다.	
Certificate Number: PU002627	
	C(NP)V
Tax Years Sold For: 2015	
등 살기를 통해하는 것으로 했다. 장말했는 그 항공 경험이 하다는 것으로 하는 것이 있다.	
Amount of Certificate, Including Interest and Advert	ising: 2,040.88
Legal Description: Parcel # 305000 Perm TR W 500' S 1/2 SW	
	시 시시 네티아 시작들은 함께 얼굴하셨다.
2696 COUNTY ROA	D M
Date of Sale: 3/10/2017	마다 그 아이 그들은 다른 가는 사용 중요 하는 것도 것이 되었습니다. 경기 1
Last Date of Redemption: 3/10/2020	#일하다 하다 하는 사람들은 경험 시간 사람들은
In Witness whereof, I hereunto set my hand and seal	on the day of 3/10/2017
In witness whereof, I hereumo set my hand and sear	On the day of
4 nauly Helley	RY DEPUTY
MARILYN L KELLEY SAUNDERS-COUNTY TREASURER	
SUBSEQUENT TAXES: May be purchased as they	y become delinquent.
Date of Redemption	
Redemption Number	
Amount of Redemption :	
Redeemed by	
Sales of delinquent taxes are conducted pursuant to	Neb. Rev. Stat. 77-1801 et seq.

Receipt 00004307 SAUNDERS COUNTY Tax Year 2015 MARILYN L KELLEY, COUNTY TREASURER
Tax Rate Taxoble Value ont Desc. 3 / 10 / 2017 Statement 012988 Exempt Value Taxing District III Number REAL ESTATE 1.210149 166,310 3050.00 57 Taxes Due Delinquent 12 / 31 / 2015 Tax Before Credits 2,012.60 TR W 500' S 1/2 SW 25-15-5 (15 ACRES) Tax Credits 156.48 Late Filing Fee 1st Half .00 5 / 1 / 2016 2nd Half 9 / 1 / 2016 Total Tax Due 1,856.12 1st Half 2nd Half Full Installment 2696 COUNTY ROAD M 1,856.12 RECE 179.76 Advertising SOUSEK, KENNETH & ANETTE (ETAL 5.00 Other 2696 COUNTY ROAD M .00-WESTON NE 68070-4028 Total Collected CHECK 2,040.88 MLK CK 13856.68 PAID IN FULL

Paid By: PU2627 AM JJ INVEST



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

ALTEN, LLC Tanner Shaw, President C/O Mattson Ricketts Law Firm, LLP 2077 N Street, Suite 320 Lincoln, NE 68510

Space Above for Record's Use Only

SUBORDINATION AGREEMENT

Saunders County, Nebraska, Tax Sale Certificate holder and the governmental entity to which are owed unpaid real estate taxes and unpaid special assessments filed for record in the offices of the county and indexed against the property, with respect to the real property described in Exhibit A attached hereto, does hereby recognize that the activity and use limitations in the Environmental Covenant are intended to ensure the real property described in Exhibit A has necessary access and rights granted for continued remediation of the pollution present and to minimize the potential for exposure to pollution present on the real property, and hereby consents to and subordinates the interest on real property in Saunders County, Nebraska, which is evidenced by which is evidenced by Tax Sale Certificates issued by the Saunders County Treasurer as Certificates CO012024, CO022024 and CO032024 (a true and accurate copy of which is attached and marked as "Exhibit B"), to be subordinated to the Environmental Covenant executed by AltEn, LLC and the Nebraska Department of Water, Energy, and Environment and recorded in the Office of the Register of Deeds of Saunders County, Nebraska in Book O28, Page Day as if for all purposes the Environmental Covenant had been executed, delivered, and recorded prior to the aforementioned interest.

The undersigned also hereby agrees to that its property interest shall be subject to and subordinate to any amendments changing the holder or any subsequent amendments to the activity and use limitations of the Environmental Covenant that are based on the Nebraska Department of Water, Energy, and Environment's approval of final remedial actions through the submittal of remedial action plans and the Nebraska Voluntary Cleanup Program.

Saunders County, Nebraska

(Signature)

David J Luffer Chair more
(Printed Name and Title)

10-28-25
(Date)

STATE OF NE) ss.
COUNTY OF Samuers)

The foregoing instrument was acknowledged before me this 28 day of 2025 by David N. Lutton who acknowledged said Environmental Covenant on behalf of Saunders County, Nebraska.

GENERAL NOTARY - State of Nebraska
DEE ANNE NICE
My Comm. Exp. August 5, 2026

Notary Public

EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 14 NORTH, RANGE 8 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE N01°19'42"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1006.18 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-174; THENCE S89°45'19"E, A DISTANCE OF 1930.57 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN GENERAL BOOK 423, PAGE 1097; THENCE ON SAID SOUTHERLY LINE THE FOLLOWING DESCRIBED COURSES: N01°04'49"E, 36.92 FEET; S89°46'48"E, 924.59 FEET; S00°47'49"E, 613.33 FEET; S00°48'41"W, 519.89 FEET; S04°14'01"E, 102.00 FEET; S09°40'47"E, 116.00 FEET; S85°29'17"E, 179.00 FEET; S89°18'13"E, 307.00 FEET; S89°54'10"E, 500.00 FEET; N87°52'05"E, 129.86 FEET; S88°56'45"E, 964.15 FEET; S76°56'09"E, 182.20 FEET; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY LINE, ON A 900.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 210.00 FEET, THE CHORD OF SAID CURVE BEARS N86°57'05"E, 209.52 FEET; THENCE S86°24'09"E CONTINUING ON SAID SOUTHERLY LINE, A DISTANCE OF 142.18 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S00°04'47"W ON SAID EAST LINE, A DISTANCE OF 575.37 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN BOOK 370, PAGE 1275; THENCE ON THE NORTHERLY LINE OF SAID PREVIOUSLY DESCRIBED AND RECORDED PARCEL THE FOLLOWING COURSES: N89°16'07"W, 820.00 FEET; N00°43'53"E, 475.00 FEET; N89°16'07"W, 840.00 FEET; S09°18'57"W, 150.00 FEET; S16°53'18"W, 160.00 FEET; S00°43'53"W, 173.00; N89°16'07"W, 936.34 FEET; S03°35'54"W, 267.34 FEET; N89°43'22"W, 1459.11 FEET; N00°16'38"E, 440.00 FEET; N89°43'22"W, 315.00 FEET; S00°16'38"W, 293.95 FEET; N89°43'32"W, 300.31 FEET; N00°00'00"E, 179.23 FEET; N35°51'17"E, 414.76 FEET; N00°00'00"E, 167.43 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2014-09-175; THENCE N84°20'41"W ON THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 492.02 FEET; THENCE N86°29'47"W CONTINUING ON SAID NORTHERLY LINE, A DISTANCE OF 461.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N01°19'42"W ON SAID WEST LINE, A DISTANCE OF 281.09 FEET TO THE POINT OF BEGINNING, CONTAINING 149.63 ACRES, MORE OR LESS.

SAUNDERS COUNTY TREASURER'S COUNTY TAX SALE CERTIFICATE

STATE OF NEBRASKA

I, AMBER G. SCANLON, Treasurer of Saunders County in the State of Nebraska do hereby certify that the following described real estate in said County and State, to-wit: County of SAUNDERS, Nebraska. I further certify that the said real property was advertised and offered for sale at public sale and not sold for want of bidders. And I further certify that unless redemption is made of said real estate taxes in the manner provided by law, the said county of SAUNDERS, or its assigns, will be entitled to a deed therefore on and after three years from the date of certificate, on surrender of this Certificate, and compliance with the provisions required by law.

County Certificate Number:	012024			
ee:	0.00			
Amount of Certificate, Includ	ding Interest and Advertising:	973,146.60		
Property Owner:	ALTEN, LLC			
egal Description:	Parcel # 0002697002 Perm ID # (BAL N1/2 & PT N1/2 S1/2 12-14-8 ACRES)			
			:	
Date of Sale:	08/20/2024			
Last Date of Redemption:	08/20/2027			
In Witness whereof, I hereu	into set my hand seal on the day of:	08/20/2024		
AMUY G C AMBER G. SCANLON SAUNDERS COUNTY TRE		BY DEPUTY		
Assignment Name:	Simple And State of S			
Assignment Date:				
Date of Redemption:			MINITY TREAC	<i>'</i> / ₁ ,
Redemption Number:			* Seal	*=
Amount of Redemption:			* Seal	
Redeemed by:			willing,	

SAUNDERS COUNTY TREASURER'S COUNTY TAX SALE CERTIFICATE

STATE OF NEBRASKA

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County Certificate Number:	022024			
Fee:	0.00			
Amount of Certificate, Includ	ing Interest and Advertising:	181,468.45		
Property Owner:	ALTEN, LLC			
Legal Description:	Parcel # 0002697006 Perm ID # 0 TR W1/2 12-14-8 (57.35 ACRES)	002697006		
Date of Sale:	08/20/2024			
Last Date of Redemption:	08/20/2027		*	
In Witness whereof, I hereu	nto set my hand seal on the day of:	08/20/2024		
AMBER G. SCANLON SAUNDERS COUNTY TRE		BY DEPUTY		
Assignment Name:				
Assignment Date:				
Date of Redemption:			THEASURING TREASURING	
Redemption Number:			* Seal *	
Amount of Redemption:	Annual Control of the		Secounty William	
Redeemed by:			willing.	

SAUNDERS COUNTY TREASURER'S COUNTY TAX SALE CERTIFICATE

STATE OF NEBRASKA

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County Certificate Number:	032024			
Fee:	0.00		· ·	
Amount of Certificate, Includ	ling Interest and Advertising:	32,586.48		
Property Owner:	ALTEN, LLC			
egal Description:	Parcel # 0002697012 Perm ID # 0 BAL N1/2 & PT N1/2 S1/2 12-14-8 ACRES)	0002697012 (63.28		
			•	
Date of Sale:	08/20/2024			
Last Date of Redemption:	08/20/2027			
In Witness whereof, I hereu	nto set my hand seal on the day of:	08/20/2024		
AMBER G. SCANLON SAUNDERS COUNTY TRE		BY DEPUTY		
Assignment Name:				
Assignment Date:				
Date of Redemption:			THEASON TREASON	
Redemption Number:			* Seal *	
Amount of Redemption:			COUNTY WELL	
Redeemed by:			.anm.	