

## Nebraska Judicial Branch

## Case Summary

In the District Court of Howard County  
 The Case ID is CI 15 0000051  
 Great Western Bank v. Reed J Anderson  
 The Honorable Karin L Noakes, presiding.  
 Classification: Contract Disputes  
 Filed on 08/31/2015  
 This case is Open as of 08/31/2015

## Parties/Attorneys to the Case

Party	Attorney
<b>Plaintiff ACTIVE</b> Great Western Bank 700 N. Webb Road Grand Island NE 68803	Craig A Knickrehm 11240 Davenport Street P O Box 540125 Omaha NE 68154 402-330-6300
Great Western Bank owes \$.01	
<b>Defendant ACTIVE</b> Reed J Anderson 1223 Elm Street St. Paul NE 68873	Galen E Stehlik 724 W Koenig P O Box 400 Grand Island NE 68802 308-382-8010
<b>Defendant ACTIVE</b> Stephanie A Anderson 1223 Elm Street St. Paul NE 68873	Ralph A Bradley 202 West Third P O Box 639 Grand Island NE 68802 308-382-2128
<b>Miscellaneous ACTIVE</b> Farmers National Company 11516 Nicholas Street Suite 100 Omaha NE 68154	
<b>Miscellaneous ACTIVE</b> David L Englund	

## Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	08/31/2015	\$35.00
Plaintiff	Filing Fee - State	08/31/2015	\$5.00
Plaintiff	Automation Fee	08/31/2015	\$8.00
Plaintiff	NSC Education Fee	08/31/2015	\$1.00
Plaintiff	Dispute Resolution Fee	08/31/2015	\$0.75
Plaintiff	Indigent Defense Fee	08/31/2015	\$3.00
Plaintiff	Uniform Data Analysis Fee	08/31/2015	\$1.00
Plaintiff	J.R.F.	08/31/2015	\$6.00
Plaintiff	Filing Fee-JRF	08/31/2015	\$2.00

Plaintiff	Legal Aid/Services Fund	08/31/2015	\$5.25
Plaintiff	Complete Record	08/31/2015	\$15.00
Plaintiff	Service Fees	09/09/2015	\$18.58
Plaintiff	Service Fees	09/09/2015	\$6.58

## Financial Activity

No trust money is held by the court  
No fee money is held by the court

## Payments Made to the Court

Receipt	Type	Date	For	Amount
9004473	Non-Monetary Rec	09/11/2015	Great Western Bank	\$25.15
			Service Fees	\$18.58
			Service Fees	\$6.57
12233	Electronic Trans	08/31/2015	Great Western Bank	\$82.00
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$7.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

## Register of Actions

03/01/2016 Order  
This action initiated by Karin L Noakes  
CJ 56-240 eNotice Certificate Attached  
Image ID 000010991D49

03/01/2016 Motion Filed  
This action initiated by party Great Western Bank  
Image ID N16061N78D49

11/06/2015 Order-Nunc Pro Tunc  
This action initiated by Karin L Noakes  
CJ 55-548 eNotice Certificate Attached  
Image ID N15309H98D49

11/05/2015 Motion-Nunc Pro Tunc  
This action initiated by party Great Western Bank  
Image ID N15309H8YD49

09/23/2015 Order  
This action initiated by Karin L Noakes  
CJ 55-427 Order Appointing Receiver eNotice Certificate Attached  
Image ID 000010661D49

09/09/2015 Voluntary Appearance

This action initiated by party Stephanie A Anderson  
Image ID N15252RWUD49

09/09/2015 Return Summons/Alias Summons  
The document number is 00003685  
Served Dt Unknown, Howard County Sheriff  
No Service  
Deputy anderson attempted, per attorney stop service and return  
Image ID D00003687D49

09/09/2015 Return Summons/Alias Summons  
The document number is 00003684  
Served 09/01/2015, Howard County Sheriff  
Personal Service  
Image ID D00003686D49

08/31/2015 Order-Hearing  
This action initiated by Karin L Noakes  
CJ 55-384  
Image ID N15243UMID49

08/31/2015 Summons Issued on Stephanie A Anderson  
The document number is 00003685  
Image ID D00003685D49

08/31/2015 Summons Issued on Reed J Anderson  
The document number is 00003684  
Image ID D00003684D49

08/31/2015 Praecipe-Summons/Alias  
This action initiated by party Great Western Bank  
Image ID N15243UMCD49

08/31/2015 Complaint-Praecipe  
This action initiated by party Great Western Bank  
Image ID N15243UM8D49

FILED

MAR 01 2016

IN THE DISTRICT COURT OF HOWARD COUNTY, NEBRASKA

GREAT WESTERN BANK,

Plaintiff,

vs.

REED J. ANDERSON and  
STEPHANIE A. ANDERSON,

Defendants.

CASE NO. CI 15- 51

DEW SACK  
HOWARD COUNTY CLERK  
CLERK OF DISTRICT COURT

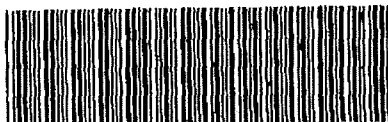
ORDER

THIS MATTER is before the Court on Plaintiff's uncontested Motion for Order authorizing the Receiver to sell the real property securing Defendants' indebtedness to Plaintiff and to proceed with the disposition of the personal property also securing said indebtedness by way of a private sale. The Court, being duly advised in the premises, finds that the Motion should be granted. Accordingly, it is hereby

ORDERED that the Receiver is authorized to sell the real property securing Defendants' indebtedness to Plaintiff, which real property is legally described as follows:

A tract of land in the East Part of the Northwest Quarter (NW1/4) of Section Nine (9), Township Sixteen (16) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in Howard County, Nebraska, more accurately described as follows: Commencing at the North 1/4 Corner of said Section 9, the POINT OF BEGINNING, thence South along the North-South 1/4 Line on a Bearing of S 0 Degrees 54' 36" W a distance of 2650.96 feet to the Center of said Section 9, thence West along the East-West 1/4 Line on a Bearing of N 89 Degrees 20' 10" W a distance of 1646.32 feet, thence North on a Bearing of N 0 Degrees 38' 48" E a distance of 2637.34 feet to a point on the North line of said Section 9, thence East along said North line on a Bearing of S 89 Degrees 48' 21" E a distance of 1658.56 feet to the POINT OF BEGINNING.

and to apply the proceeds thereof to Defendants' indebtedness to Plaintiff.

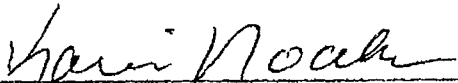


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FURTHER ORDERED that the Receiver is further authorized to sell that certain personal property personal property securing said indebtedness identified in the Motion and to apply the proceeds thereof to Defendants' indebtedness to Plaintiff.

Dated this 15<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2016.

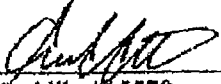
BY THE COURT:

  
Karin L. Noakes  
District Court Judge

Prepared and Submitted by:

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Approved as to form and content:



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[galens@lauritsenlaw.com](mailto:galens@lauritsenlaw.com)  
Attorney for Defendant Reed Anderson

Approved as to form and content:

Ralph A. Bradley

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[ralph@bradleylawoffice.com](mailto:ralph@bradleylawoffice.com)  
Attorney for Defendant Stephanie A. Anderson

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on March 1, 2016 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Galen E Stehlik  
bwill@lauritsenlaw.com

Ralph A Bradley  
courts@bradleylawoffice.com

Craig A Knickrehm  
cknickrehm@womglaw.com

Date: March 1, 2016

BY THE COURT:

*Bew Sack*

CLERK





FILED

IN THE DISTRICT COURT OF HOWARD COUNTY, NEBRASKA

SEP 23 2015

GREAT WESTERN BANK,

Plaintiff,

vs.

REED J. ANDERSON and  
STEPHANIE A. ANDERSON,

Defendants.

CASE NO. CI 15- 51

BEV SACK  
HOWARD COUNTY CLERK  
CLERK OF DISTRICT COURT

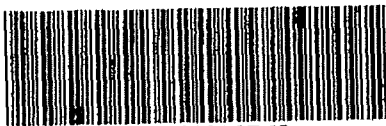
ORDER APPOINTING RECEIVER

THIS MATTER came before the Court on the application of Plaintiff to appoint a receiver pursuant to Neb. Re. Stat. § 25-1081. Craig A. Knickrehm represents the Plaintiff. Galen E. Stehlik represents Defendant Reed J. Anderson. Ralph A. Bradley represents Defendant Stephanie A. Anderson. Defendants do not contest the appointment of Farmers National Company as Receiver herein.

Upon review of the Verified Complaint and Exhibits attached thereto and the Court being fully advised in the premises, finds that the application for appointment of receiver should be granted effective as of September 22, 2015 at 12:00 p.m.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

- A. The application of Plaintiff to appoint a receiver is granted; and
- B. Farmers National Company acting by and through David L. Englund, AFM, SR VP of Farm and Ranch Management Operations is hereby appointed as Receiver for Defendants real property and personal property in which Plaintiff has a security interest, including all rights of Defendants under leases. Said real property is known as:



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A tract of land in the East Part of the Northwest Quarter (NW1/4) of Section Nine (9), Township Sixteen (16) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in Howard County, Nebraska, more accurately described as follows: Commencing at the North ¼ Corner of said Section 9, the POINT OF BEGINNING, thence South along the North-South ¼ Line on a Bearing of S 0 Degrees 54' 36" W a distance of 2650.96 feet to the Center of said Section 9, thence West along the East-West ¼ Line on a Bearing of N 89 Degrees 20' 10" W a distance of 1646.32 feet, thence North on a Bearing of N 0 Degrees 38' 48" E a distance of 2637.34 feet to a point on the North line of said Section 9, thence East along said North line on a Bearing of S 89 Degrees 48' 21" E a distance of 1658.56 feet to the POINT OF BEGINNING.

Said personal property is described in the UCC Financing Statement filed by Plaintiff as follows:

All right, title and interest now or hereafter acquired in and to all of the following described personal property, and all substitutions, replacements, increases, additions, accessions, attachments, insurance refunds, products, and proceeds for or to any of the following described personal property without limitation (collectively, the Collateral): (a) all inventory, (b) all accounts, contract rights, documents, documents of title, payment intangibles, investment property, letter of credit rights, commercial tort claims, chattel paper, instruments (including promissory notes) deposit accounts, and supporting obligations, (c) all fixtures and equipment, including but not limited to any farm equipment, tools, parts, supplies, attachments, accessories, (d) all general intangibles including but not limited to, all intellectual property, including but not limited to trade secrets, payment intangibles, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in process for technical manufacturing, packaging, and labeling, in which the party has any right or interest, whether by ownership, license, contract or otherwise, (e) farm products, including but not limited to, crops grown, growing, or to be grown, including crops produced on trees, vines and bushes, and aquaculture goods produced in aquaculture operations, feed, milk, milk base, and history, livestock, born or unborn, supplies used or produced in farming operations, and products or crops or livestock in unmanufactured states, or the proceeds of any of the foregoing, (f) all proceeds of any crop insurance, price support payment or other government program, (g) all rents and profits of any Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral; and (h) books, data and records pertaining to any Collateral, in whatever form, all equipment, including but not limited to computer-readable memory and any computer hardware or software necessary to utilize, create, maintain and process such memory, records and data on electronic media.

Defendants are engaged in farming operations on the real property described above and on approximately 1,370.8 acres of rented ground in Howard County, Nebraska. The real property under lease to Defendants in Howard County is described as follows:

Parcel 1

Legal: NW  $\frac{1}{4}$  5-16-10  
Acres: 137.5

Parcel 2

Legal: Part of the E  $\frac{1}{2}$  SW  $\frac{1}{4}$  & SE  $\frac{1}{4}$  8-16-10  
Acres: 144.2

Parcel 3

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  & NE  $\frac{1}{4}$  17-16-10  
Acres: 104.3

Parcel 4

Legal: NE  $\frac{1}{4}$  5-16-10  
Acres: 23.5

Parcel 5

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  4-15-9  
Acres: 99.0

Parcel 6

Legal: Part of the SW  $\frac{1}{4}$  1-15-11  
Acres: 50.0

Parcel 7

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  4-15-9  
Acres: 7

Parcel 8

Legal: Part of the NW  $\frac{1}{4}$  7-15-10  
Acres: 77.3

Parcel 9

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  12-15-11  
Acres: 40.5

Parcel 10

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  & NW  $\frac{1}{4}$  8-16-10  
Acres: 88.1

Parcel 11

Legal: NW  $\frac{1}{4}$  17-16-10  
Acres: 59.0

Parcel 12

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  8-16-10  
Acres: 33.4

Parcel 13

Legal: SE  $\frac{1}{4}$  5-16-10  
Acres: 66.5

Parcel 14

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  & NE  $\frac{1}{4}$  8-16-10  
Acres: 59.6

Parcel 15

Legal: Part of the W  $\frac{1}{2}$  NW  $\frac{1}{4}$  & E  $\frac{1}{2}$  NW  $\frac{1}{4}$  9-16-9  
Acres: 93.7

Parcel 16

Legal: S  $\frac{1}{2}$  NW  $\frac{1}{4}$  16-16-10  
Acres: 22.9

Parcel 17

Legal: NE ¼ 21-16-9  
Acres: 147

Parcel 18

Legal: SW ¼ 1-15-11  
Acres: 18.2

Parcel 19

Legal: SE ¼ 7-15-10  
Acres: 30.1

Parcel 20

Legal: Part of the N ½ NE ¼ 12-15-11  
Acres: 55.1

Parcel 21

Legal: Part of the N1 ½ NE ¼ 12-15-11  
Acres: 13.9

(The real property, personal property, including Defendants rights under leases, herein after referred to as "the Property"); and

- C. The Receiver shall not be required to give a bond in this matter; and
- D. The Plaintiff shall not be required to give a bond in this matter; and
- E. Receiver is authorized to enter into a Property Management Agreement, a

copy of which is attached hereto and incorporated herein; and

F. FURTHER ORDERED that:

1. **Defendant's Actions.** Defendants and any persons acting under the direction of either Defendant are (1) directed to deliver the Property to Receiver; (2) enjoined from in any way disturbing the possession of the Property or other property that is the subject of the order appointing receiver; (3) prohibited and restrained from disposing of, or contracting to sell, dissipating, mishandling or misappropriating any of the Property or other such property; (4) prohibited from taking any actions that would, directly or indirectly, have an

adverse impact on the value of the Property; (5) prohibited and restrained from canceling, reducing or modifying any and all insurance coverage in existence with respect to the Property; and (6) prohibited and restrained from collecting any rents, room revenues or other sums due to Defendants, all until further order of the Court;

2. **Receiver's Right to Prevent Waste of, and to Preserve, the Property.** Effective immediately, Receiver is ordered to take any and all actions Receiver deems reasonable and appropriate to prevent waste to the Property and to preserve, secure, manage, maintain and safeguard the Property and all other forms of property to which Receiver is entitled to take possession and control under this Order Appointing Receiver;
3. **Receiver Vested with the Information Related to the Property.** Receiver is vested with the books and records of Defendants with respect to operation of the Property and other property subject hereto, including any and all information related to: (1) contracts to sell or purchase commodities (2) rent rolls and leases affecting the Property; (3) amounts paid by obligors of Defendants; (4) liens, encumbrances and other interests against or affecting the Property; (5) property taxes owed by Defendants and previously paid by Defendants; (6) all types of insurance affecting the Property, including but not limited to, any and all information regarding any pending or settled insurance claims; (7) plans, specifications, surveys and drawings of the Property, including, but not limited to, building and individual floor plans, and mechanical system plans; (8) any and all maintenance logs and repair records for all systems in place at the Property; (9) access codes to any of the Property; (10) all operating, income, financial and monthly statements of Defendants and any management company retained by Defendants, including, but not limited to, any and all general ledgers, balance sheets, check registers, budgets and monthly billings; (11) all current account numbers for all utility companies; and (12) all other aspects of the Property;
4. **Receiver's Right to Manage, Maintain, Lease, Operate and Market the Property.** Receiver is authorized to manage, maintain, lease, operate and market the Property and to employ such managers, agents, employees, brokers, accountants and attorneys as may in his judgment be advisable or necessary in the management, conduct, control or custody of the affairs of Defendants and their assets, authorized to make payments and disbursements in the ordinary course of business and to make such payments and disbursements as may be needed and proper for the preservation of the Property and other property of Defendants; and is authorized to pay net income from the Property to Plaintiff, in partial reduction of the indebtedness owed to Plaintiff by Defendants;
5. **Receiver Authorized to Sell the Property.** Receiver is authorized, with prior written approval of the Court and Plaintiff, to sell all or a portion of the Property and other collateral, and/or to facilitate an assumption of the Loan and execute on Defendants' behalf any necessary documents in connection with sale and/or assumption, and the Court waives any requirement that an approved sale by Receiver be confirmed by the Court, provided, however, that nothing stated herein shall prejudice Plaintiff from obtaining the

Court's authorization for a nonjudicial foreclosure sale of the Property;

6. **Receipt and Use of Income.** Receiver is authorized to receive and collect any and all sums due or owing to Defendants in any manner related to the Property, whether the same are now due and owing or shall hereafter become due and owing, to deposit such sums into an account established and maintained by Receiver, and to expend such sums on the operation and management of the Property in the ordinary course of its business;
7. **Legal Actions Related to the Property.** Receiver is authorized to institute, prosecute, defend, compromise and/or intervene in or become a party to such actions or proceeding in state or federal courts necessary for the protection, maintenance and preservation of the Property and to carry out the terms of the Court's Order Appointing Receiver, including, but not limited to, the collection of rents and other amounts now or hereafter becoming due, the removal of tenants or other persons from the Property and/or the defense against any action brought against Receiver acting in such capacity;
8. **Insurance.** Receiver is authorized to maintain appropriate property insurance for the Property, crop insurance, public liability insurance, worker's compensation insurance, fire and extended coverage insurance, burglary and theft insurance and other types of insurance normally obtained in connection with the operation and management of the Property; and is authorized to continue any and current policies in place and to purchase further insurance as Receiver deems appropriate;
9. **Payment of Property Taxes; Preparation and Filing of Tax Returns for the Property.** Receiver is authorized to (i) pay all current and past due real estate taxes, personal property taxes and any other taxes and assessments against the Property, and (ii) prepare and file tax returns with respect to the Property, and other property subject hereto, as may be required by law, provided, however, Receiver is not responsible for the preparation of tax returns for Defendants or any of their affiliates;
10. **Property Protection Advances from Plaintiff.** Receiver and Plaintiff are authorized to enter into transactions by which Plaintiff may fund to Receiver, in Plaintiff's sole and absolute discretion, property protection advances (on a nonrecourse basis as to Receiver) to enable Receiver to perform his duties hereunder, which may be advanced pursuant to the applicable servicing agreement and the Loan Documents, and will be secured by the liens, security interests, terms and provisions contained within the Loan Documents;
11. **Leases; Payment of Utilities; Maintenance of the Property; Compliance with Laws.** Receiver is authorized to: (1) farm, harvest, maintain, secure, manage, operate, repair and preserve the Property; (2) change any and all locks to the Property and, if applicable, limit access to some or all of the Property; (3) assume control over the Property and to collect and receive all income therefrom; (4) prepare and maintain complete books, records, and financial reports of the Property, including, without limitation, operating statements, income statements, balance sheets and all other financial statements prepared

for the Property; (5) to allow Plaintiff, its counsel and appraisers or other independent third-party consultants engaged by Plaintiff or its counsel access to the Property at all reasonable times to inspect the Property and all books and records, and to cooperate with Plaintiff, its counsel, appraisers and other independent third-party consultants to evaluate the Property; (6) negotiate and enter into new leases, occupancy agreements and contracts in the ordinary course of the business of the Property; (7) modify existing leases, occupancy agreements and contracts in the ordinary course of the business of the Property; (8) pay all utilities, expenses and other obligations secured by the Property or which may give rise to liens on the Property, and all other outstanding obligations to suppliers and service providers in the ordinary course of business, including obligations incurred prior to the commencement of the receivership, so long as Receiver has determined that it is prudent to do so in order to maintain business relationships that are beneficial to the conduct of the receivership; (9) make repairs necessary for the maintenance of the Property in order to preserve the Property in the ordinary course of business; and (10) comply with all requirements and regulations applicable to the Property;

12. **Application of Income from the Property.** Receiver is permitted to apply income from the Property, subject to the lien rights of Plaintiff, as follows: (1) Receiver's approved fees and expenses; (2) the current operating expenses of the receivership in the ordinary course of business; (3) the obligations owed to Plaintiff under the Loan Documents; and (4) such other obligations incurred;
13. **Receiver's Cash on Hand.** Receiver is permitted to maintain sufficient cash on hand to enable Receiver to meet those expenses, the payment of which is authorized herein, in an amount to be agreed to between Receiver and Plaintiff;
14. **Payment of Property Expenses.** Receiver is permitted to pay all expenses incurred with regard to the Property in the normal and ordinary course of business of the Property by Receiver on or after the date Receiver is appointed. Neither Receiver nor Plaintiff shall be liable for any expenses incurred with regard to the Property prior to Receiver taking possession of the Property, nor shall Receiver or Plaintiff be required to use any rents, revenues or additional funds advanced by Plaintiff or other revenues collected after Receiver takes possession of the Property in payment of such expenses. Notwithstanding the foregoing, Receiver may, in Receiver's sole and absolute discretion, pay those expenses that were incurred in the normal and ordinary course of business of the Property and that were incurred prior to Receiver taking possession of the Property, if, and only if, the payment of any such pre-existing expenses is necessary and critical to the ongoing operation of the Property (e.g., utilities). It shall be incumbent upon Receiver, in Receiver's sole and absolute discretion, to make a determination as to which expenses, if any, incurred prior to the Receiver's taking possession of the Property, were incurred in the normal and ordinary course of business and the payment of which is necessary and critical to the ongoing operation of the Property. Receiver's determination of such is binding on the parties hereto and will not be overturned by the Court. Otherwise, no pre-

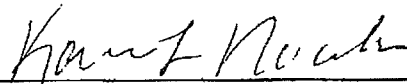


existing expenses shall be paid by Receiver without written approval by Plaintiff or further order of the Court;

15. **Receiver's Liability.** Except in the event of gross negligence, willful misconduct or actions in violation of orders of the Court, Receiver shall have no personal liability for any obligations incurred in the course of the receivership, any and all such liabilities being limited to the assets (including the cash and cash equivalents) received and generated by Receiver in the course of the receivership, subject to the existing lien of the Plaintiff, and Defendants shall hold Receiver harmless except in connection with any willful misconduct or gross negligence by Receiver;
16. **Receiver's Authority.** The authority granted to Receiver is self-executing; and
17. **General Authority.** Receiver is authorized to take any and all actions necessary to preserve the income to and value of the Property and to perform any other acts in regards to the Property as authorized by the Court.

Dated this 22 day of September, 2015.

BY THE COURT:

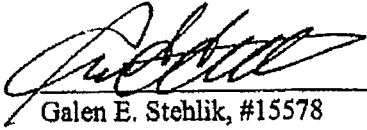


Karin L Noakes  
District Court Judge

Prepared and Submitted by:

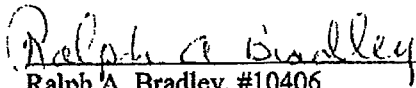
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(308) 382-2128  
[ralph@bradleylawoffice.com](mailto:ralph@bradleylawoffice.com)  
Attorney for Defendant Stephanie A. Anderson



FNC Farm # \_\_\_\_\_  
Farm Name: Anderson Receivership – Howard County  
\_\_\_\_\_, Farm Manager

## Professional Management Services Agreement

### General

This Professional Management Services Agreement ("The Agreement") is entered into between Farmers National Company, ("Farmers National", "FNC"), and the receiver for the legal owners of the property subject to this Agreement, ("Clients.")

Farmers National is a Nebraska Corporation whose corporate offices are located at 11516 Nicholas Street, Suite 100, Omaha, Nebraska, 68154. The Clients are more fully identified on the Client Information sheet, attached.

The property subject to this Agreement ("The Property") is described under the Legal Description, attached.

The parties acknowledge and agree that the terms of this Agreement may only be changed by the mutual agreement of the parties, in writing. The parties also agree that whenever any of the information contained in this Agreement, or any of its attachments, changes, they will promptly notify the other party in writing. The notification of changes made to Farmers National shall be made to the Customer Service Department at the address set forth above. The Agreement or the appropriate attachment(s) hereto, shall be modified to reflect any such changes.

### Professional Management Services

Farmers National is duly licensed and qualified to provide Professional Property Management Services for the Clients. The Clients desire Farmers National to provide such services under the terms and conditions set forth herein. Such services shall include, but shall not necessarily be limited to, those set out in the Professional Management Services section, attached.

The parties acknowledge that this Agreement does not attempt to include all of the details relative to the Professional Management Services provided to the Clients, but it is intended to provide a general understanding of the duties and responsibilities of the parties.

### Term of Agreement

Effective Date: Refer to Attached Addendum 1

Expiration Date: Refer to Attached Addendum 1

(Initial expiration date should be February 28 following one full year of management services)

This Agreement will automatically renew for an additional one-year term and shall automatically renew annually until terminated in writing by either party, by giving the other party advance written notice of termination between August 1 and September 30 of any calendar year. Such notice shall cause this Agreement to be terminated effective March 1 of the following calendar year, unless otherwise mutually agreed between the parties.

If this Agreement is terminated by the Clients, they agree that, for a period of one year following the effective date of termination, they will not directly or indirectly enter into a management agreement or similar relationship with any employee or former employee of Farmers National. This limitation shall apply only to employees or former employees of Farmers National who have personally participated in providing management services to the Clients during the term of this Agreement.

### Agency Relationship

It is mutually understood and agreed that the relationship between the Clients and Farmers National shall be that of Principal and Agent. The Clients acknowledge having been provided with the Agency Relationship Disclosure that accompanies this Agreement. The relationship of Principal and Agent shall be limited to the particular Management Services contracted for hereunder. As so limited, the duties, responsibilities and authorities of the parties hereto shall be governed by the Laws of Principal and Agent in effect in the state where the Property is located.

## **Management Fees**

The Clients agree to the services and terms set forth within this agreement. Clients agree to pay Farmers National a yearly Base Fee. Base Fees are structured upon the anticipated ongoing volume of management activities to be performed.

## **Percentage Fees**

The Clients agree to pay Farmers National Percentage Fees based on the gross farm income and are charged in addition to the Base Fees. Percentage Fees are charged and collected as income is received. All income is to be paid directly to Farmers National for proper accounting. Percentage Fees are based upon the lease type or operating arrangement used on the Property during the farm year and is set out under the Complete Professional Agricultural Management Services herein.

If this Agreement is terminated, the Clients agree to make a final Percentage Fee payment to Farmers National, based upon the estimated inventories of crops and/or livestock as of the effective date of termination. The final Percentage Fee shall be due and payable on or before the effective date of termination. In the event the Property is sold and the transaction is closed during the term of this Agreement, management fees shall be prorated to the date of closing.

## **Minimum Fees**

The yearly minimum fee is part of the foregoing percentage fee, and not an additional charge.

## **Accounting**

Farmers National will perform all of the accounting associated with the management of the Property, in conformity with its usual and customary accounting practices. Any specific accounting guidance should be provided by the Clients on a Special Accounting Instructions Addendum 1. Specialized or customized accounting activities may be subject to an extra charge.

It is mutually understood and agreed that whenever Farmers National pays for items or services that are needed for the management or operation of the Property, the Clients will promptly reimburse Farmers National. With respect to major improvements however, Farmers National shall confer with and obtain the prior approval of the Clients before commencement of the project.

The Clients may provide for their funds to be held in an interest bearing trust account. If so desired, the Clients shall execute the Interest Bearing Account Authorization on the Account Set-up page attached as Page 6.

If the Clients have directed Farmers National to utilize an interest bearing account in the management of the Property, Farmers National may secure reimbursement for the costs of such items or services from funds available in said account. If no such account is utilized, or if the funds in the account are insufficient to cover the payments made, Farmers National will advise the Clients of the amount due on the accounting statement sent to the Clients at the end of the month. The Clients will reimburse Farmers National for the full amount due upon receipt of the statement. In the event that reimbursement is not received when due, the Clients agree to pay a service charge to Farmers National.

## **Insurance**

Farmers National realizes the importance of protecting the Client's assets and one such protection is the procurement of a farm liability policy in the Client's name. Therefore, the Client is required to obtain (if not already in effect) a farm liability policy with a minimum \$1,000,000 limit within thirty days of the execution of this Agreement.

## **Declaration of Authority & Power of Attorney**

The Clients, by executing this Agreement, grant the authorized employees of Farmers National access to any relevant governmental records pertaining to the Property and germane to its professional management.

In addition, the authorized employees of Farmers National are authorized to act in the name, place, and stead of the Clients with respect to the professional management of the Property. The authorized employees of Farmers National are vested with full power and authority to do and perform all actions necessary or appropriate to professionally manage the Property. This shall include the execution, delivery and/or recording of any leases, documents, forms or other instruments, as fully to all intents and purposes as the Clients might or could do, with full power of substitution and revocation. The Clients ratify and confirm all that the duly authorized employees of Farmers National lawfully do or cause to be done on behalf of the clients.

The Clients agree to give Farmers National any additional Powers of Attorney needed to professionally manage the Property in the manner described herein. This may include, but is not limited to, Powers of Attorney required by government agencies for participation in government programs.

## **Successors in Trust**

This Agreement shall be binding upon the heirs, successors, assigns, or personal representatives of the parties hereto.

## **Legal Description of the Property**

State: Nebraska County: Howard Approximate Acres: 100.86± acres (owned)  
1,370.8± (rented)

Nearest Town and Zip Code to the farm: \_\_\_\_\_

### **Further Described as:**

A tract of land in the East part of the NW¼ (Northwest Quarter) Section 9 – Township 16 North – Range 9 West of the 6<sup>th</sup> P.M. in Howard County Nebraska more accurately described as follows: Commencing at the North Quarter Corner of Section 9, the Point of Beginning; thence South along the North-South Quarter line on a bearing of South 00°54'36" West a distance of 2,650.96 feet to the center of said Section 9; thence West along the East-West Quarter line on a bearing of North 89°20'10" West a distance of 1,646.32 feet; thence North on a bearing of North 00°38'48" East a distance of 2,637.34 feet to a point on the North line of Section 9; thence East along said North line on a bearing of South 89°48'21" East a distance of 1,658.56 feet to the Point of Beginning tract contains 100.86± acres.

#### **Parcel 1:**

NW¼ (Northwest Quarter) Section 5 – Township 16 – Range 10 containing 137.5± acres

#### **Parcel 2:**

Part of the E½SW¼ (East Half Southwest Quarter) & SE¼ (Southeast Quarter) Section 8 – Township 16 – Range 10 containing 144.2± acres

#### **Parcel 3:**

Part of the E½NW¼ (East Half Northwest Quarter) & NE¼ (Northeast Quarter) Section 17 – Township 16 – Range 10 containing 104.3± acres

#### **Parcel 4:**

NE¼ (Northeast Quarter) Section 5 – Township 16 – Range 10 containing 23.5± acres

#### **Parcel 5:**

Part of the W½SW¼ (West Half Southwest Quarter) Section 4 – Township 15 – Range 9 containing 99.0± acres

#### **Parcel 6:**

Part of the SW¼ (Southwest Quarter) Section 1 – Township 15 – Range 11 containing 50.0± acres

#### **Parcel 7:**

Part of the W½SW¼ (West Half Southwest Quarter) Section 4 – Township 15 – Range 9 containing 7.0± acres

### LEGAL DESCRIPTION CONTINUED

**Parcel 8:**

Part of the NW¼ (Northwest Quarter) Section 7 – Township 15 – Range 10 containing 77.3± acres

**Parcel 9:**

Part of the E½NW¼ (East Half Northwest Quarter) Section 12 – Township 15 – Range 11 containing 40.5± acres

**Parcel 10:**

Part of the E½NW¼ (East Half Northwest Quarter) & NW¼ (Northwest Quarter) Section 8 – Township 16 – Range 10 containing 88.1± acres

**Parcel 11:**

NW¼ (Northwest Quarter) Section 17 – Township 16 – Range 10 containing 59.0± acres

**Parcel 12:**

Part of the W½SW¼ (West Half Southwest Quarter) Section 8 – Township 16 – Range 10 containing 33.4± acres

**Parcel 13:**

SE¼ (Southeast Quarter) Section 5 – Township 16 – Range 10 containing 66.5± acres

**Parcel 14:**

Part of E½NW¼ (East Half Northwest Quarter) & NE¼ (Northeast Quarter) Section 8 – Township 16 – Range 10 containing 59.6± acres

**Parcel 15:**

Part of W½NW¼ (West Half Northwest Quarter) & E½NW¼ (East Half Northwest Quarter) Section 9 – Township 16 – Range 9 containing 93.7± acres

**Parcel 16:**

S½NW¼ (South Half Northwest Quarter) Section 16 – Township 16 – Range 10 containing 22.9± acres

**Parcel 17:**

NE¼ (Northeast Quarter) Section 21 – Township 16 – Range 9 West containing 147.0± acres

**Parcel 18:**

SW¼ (Southwest Quarter) Section 1 – Township 15 – Range 11 containing 18.2± acres

**Parcel 19:**

SE¼ (Southeast Quarter) Section 7 – Township 15 – Range 10 containing 30.1± acres

**Parcel 20:**

Part of the N½NE¼ (North Half Northeast Quarter) Section 12 – Township 15 – Range 11 containing 55.1± acres

**Parcel 21:**

Part of N½NE¼ (North Half Northeast Quarter) Section 12 – Township 15 – Range 11 containing 13.9± acres

Clients  Sign and Date Here

Signature: X Date: X Signature: X Date: X

Signature: X Date: X Signature: X Date: X

Accepted by Farmers National Company

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Complete Professional Agricultural Management Services:

The Professional Agricultural Management Services that Farmers National will perform are as follows:

- Complete detailed analysis of property operations and recommendations (Check-In Report).
- Analyze applicable Government Farm Program considerations and provide recommendations.
- Develop an annual operating plan and budget including capital improvements, if applicable.
- Make recommendations regarding farm or ranch operators as needed.
- Analyze alternative lease types or operating arrangements.
- Negotiate and prepare an annual written lease or operating agreement.
- Prepare and implement necessary crop and/or livestock marketing plans.
- Conduct regular inspection visits to the farm and/or meetings with the operator followed by written reports.
- Risk Management review and recommendations; to include crop, property, and liability insurance needs.
- Provide financial reporting services including periodic and annual reports to the Clients.

The parties have mutually agreed to the following additional arrangements relative to the services to be provided:


### Payment of Real Estate Taxes:

- ☒ Farmers National to pay Real Estate Taxes from Client Account before they become due at no additional charge.
- ☐ Client to pay.

### Crop Marketing Directions:

Unless otherwise directed by the Clients on a case-by-case basis, the Clients direct Farmers National to handle the marketing of crops as follows:

- ☒ Market according to Farmers National's recommendations. ☐ Sell crops at harvest.
- ☐ Consult with the Clients prior to sale. ☐ Do not handle marketing.

### Agricultural Services Management Fees:

The Clients and Farmers National have agreed to the following Agricultural Services Management Fees:

1. Base Management Fee: \$600 per farm to be collected annually in February of each farm year.
2. Percentage Management Fees:
  - a. Cash Rent Lease -- 8%
  - b. Bushel Rent Lease -- 9%
  - c. Blended Share Lease -- 9%
  - d. Crop Share Lease -- 10%
  - e. Custom Operating Agreement -- 8%
  - f. Rental House -- 20%
  - g. Sale of Previous Crop Inventory -- 5%
3. A minimum yearly fee of \$1,500.00 shall be charged as part of the foregoing fees for each farm listed.

In cases where a Property is operated with multiple lease types and/or operating arrangements, Percentage Management Fees shall be calculated based upon the dominant lease type in use on the farm during the farm year. The dominant lease type shall be determined based upon where the majority of the farm income is derived. All percentage fees will be taken as income is received.

### Addendums:

☐ Special Accounting Instructions (Addendum 1)

☒ Other: Nebraska Disclosure and Addendum

Clients <input checked="" type="checkbox"/> Sign and Date Here			
Signature: <u>X</u>	Date: <u>X</u>	Signature: <u>X</u>	Date: <u>X</u>
Signature: <u>X</u>	Date: <u>X</u>	Signature: <u>X</u>	Date: <u>X</u>

Acceptance By Farmers National Company	
Signature: _____	Date: _____

### Client Information

Type of Ownership:	<input type="checkbox"/> Single	<input type="checkbox"/> Multiple	<input type="checkbox"/> Corporate	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
<input checked="" type="checkbox"/> Other Specify:	<u>Receivership</u>				
(For all Partnership, Corporate, & Trust Ownership: Please list each individual owner name & percent ownership for insurance purposes)					

AB# _____			
<u>Farmers National Company acting by and through David L. Englund AFM, Senior Vice-president of Farm and Ranch</u> <u>Management Operations as Receiver for Defendants Reed J. Anderson and Stephanie A. Anderson</u>			
Account Name _____			
?	100%		
Social Security or Tax ID Number of _____	% of Ownership _____		
(This name and number will be used for IRS reporting)			
11516 Nicholas Street Suite 100 Box 542016	Omaha Nebraska	68154-8016	
Address _____	City _____	State _____	Zip Code _____
800-346-2650	402-590-2370	402-827-3281	
Office Number _____	Direct Line _____	Cell Number _____	Fax Number _____
denlund@FarmersNational.com			
Email address _____			

AB# _____			
Account Name _____	Social Security or Tax ID Number _____	% of Ownership _____	
(This name and number will be used for IRS reporting)			
Trustee/Partner/Manager Name _____	Relationship Title (if applicable) _____	Social Security Number _____	
Address _____	City _____	State _____	Zip Code _____
Home Number _____	Work Number _____	Cell Number _____	Fax Number _____
Email address _____			Date of Birth _____

**Be sure above information is complete and correct.  
It will be used to set up your account with Farmers National**



## Account Set Up Page

Farmers National offers two ways to handle your account.

**Please choose which way you would like your account handled and sign at the bottom of this page.**

Please carry my account as:

☒ **Interest Bearing Account** This will be a pending account until money is received to open the account. Authorizing the Interest Bearing Account allows money held in your account to pay expenses and receive interest. This directs Farmers National to deposit funds drawn from income and moneys collected on your account into an interest bearing account. The interest rate is the current money market rate earned on the invested funds. To the extent required or allowed by law, the characteristics of the account shall be as follows:

1. None of the interest earned on the funds in the account shall belong to, or otherwise inure to the benefit of Farmers National.
2. The funds in the account shall not be commingled with any funds of Farmers National.
3. The account shall be a demand type account.
4. The account shall be federally insured.
5. The account shall be open to audit or examination at all reasonable times.
6. Where required by applicable local law, Farmers National shall notify any appropriate regulatory agencies of the existence of the account.
7. The account shall be designated and identified as a trust account.

The Client understands and agrees that administrative fees may be charged by the financial institution handling the account. The amount of any such fees shall be disclosed in advance to the Client.

The Client hereby requests and authorizes Farmers National to transfer monies from the interest bearing account to a non-interest bearing account to pay all expenses incurred in the professional management of the Property.

The Client will receive a monthly statement for every month in which there is activity in the account.

☐ **Net 30 Account** Farmers National will pay expenses and credit income to your account. Upon completion of the month's activities your statement will be prepared and accompanied by a check or a remittance statement advising you of the amount due Farmers National. To avoid service charges any balance due must be paid in full by the due date.

Client's <input checked="" type="checkbox"/> Sign and Date Here			
Signature: <input checked="" type="checkbox"/>	Date: <input checked="" type="checkbox"/>	Signature: <input checked="" type="checkbox"/>	Date: <input checked="" type="checkbox"/>
Signature: <input checked="" type="checkbox"/>	Date: <input checked="" type="checkbox"/>	Signature: <input checked="" type="checkbox"/>	Date: <input checked="" type="checkbox"/>

## Principal Correspondent Designation

The Clients will identify certain matters that they desire to be specifically informed about and will indicate to Farmers National circumstances wherein they desire to be consulted prior to the making of final management decisions. To accommodate these situations, the Clients wish to designate the following individual as the Principal Correspondent. The parties acknowledge that the Principal Correspondent will then advise and consult with the other Clients and will communicate their decisions and recommendations to Farmers National.

**Principal Correspondent:** Farmers National Company

In addition to the Clients, please send routine periodic accounting statements, narrative reports, and other similar information to the following Additional Correspondents (Limit 4):

There are NO Additional Correspondents

Additional Correspondent: _____	AB # _____
Address: _____	
Home Phone: _____	Cell Phone: _____
Email Address: _____	

Additional Correspondent: _____	AB # _____
Address: _____	
Home Phone: _____	Cell Phone: _____
Email Address: _____	

Additional Correspondent: _____	AB # _____
Address: _____	
Home Phone: _____	Cell Phone: _____
Email Address: _____	

Additional Correspondent: _____	AB # _____
Address: _____	
Home Phone: _____	Cell Phone: _____
Email Address: _____	

All Clients are to be sent routine periodic accounting statements, narrative reports, and other similar information, except those identified below:

Client: \_\_\_\_\_ Client: \_\_\_\_\_

Clients Initial Here			
X (Initials)	X (Initials)	X (Initials)	X (Initials)

## Agency Relationship Disclosure

Owner/client understands it is illegal for either owner or broker to refuse to sell to, or lease to, or to discriminate against any person because of the person's race, color, sex, religion, national origin, ancestry, age, familial status, handicap, or unfavorable discharge from the military service, as those terms are defined in either the Illinois Human Rights Act or the Federal Fair Housing Act or any other applicable Federal, State, County, or Local statute or ordinance.

It is mutually acknowledged between Farmers National and the Clients that Farmers National will act exclusively as the agent of the Clients hereunder, and not as a Tenant's agent or dual agent. As such, Farmers National's duties and obligations shall be as follows:

1. To perform the terms of the Professional Agricultural Services Agreement made with the Clients;
2. To exercise reasonable skill and care for the Clients;
3. To promote the interests of the Clients with the utmost good faith, loyalty, and fidelity, including:
  - a. Seeking rental terms which are acceptable to the Clients, except that FNC shall not be obligated to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease;
  - b. Presenting all written offers to and from the Clients in a timely manner regardless of whether the property is subject to a lease or a letter of intent to lease;
  - c. Disclosing in writing to the Clients all adverse material facts actually known by FNC; and
  - d. Advising the Clients to obtain expert advice as to material matters about which the FNC knows, but the specifics of which are beyond the expertise of FNC;
4. To account in a timely manner for all money and property received;
5. To comply with all requirements of any applicable Real Estate License Act, and any rules and regulations promulgated pursuant to such act; and
6. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

Farmers National acting as the Clients' agent shall not disclose any confidential information about the Clients unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against Farmers National acting as Client's agent for making any required or permitted disclosure.

Farmers National acting as Clients' agent owes no duty or obligation to a tenant, except that Farmers National shall disclose in writing to any tenant all adverse material facts actually known by Farmers National. The adverse material facts may include adverse material facts pertaining to:

1. Any environmental hazards affecting the property which are required by law to be disclosed;
2. The physical condition of the property;
3. Any material defects in the property;
4. Any material defects in the title to the property; or
5. Any material limitation on the Clients' ability to perform under the terms of the lease.

Farmers National owes no duty to conduct an independent inspection of the property for the benefit of the tenant and owes no duty to independently verify the accuracy or completeness of any statement made by the Clients or any independent inspector.

Farmers National may show alternative properties not owned by the Clients to prospective tenants and may identify competing properties for lease without breaching any duty or obligation to the Clients.

Farmers National may not designate or retain the services of any other brokers as subagents, without the express written consent of the Clients. Any such subagents so retained shall be compensated, if at all, by Farmers National, and not by the Clients. Any designated broker who is acting as a subagent on the Clients' behalf shall be a limited agent with the obligations and responsibilities set forth above.

The Clients acknowledge having been provided with any Agency Disclosure information prepared by the State Real Estate Commission having jurisdiction in the state where the property is located, if providing such information to Clients is required.

Additional information specific to state regulation may be attached.

- ☐ Illinois Real Estate Disclosure  
☐ Missouri Real Estate Disclosure  
☒ Nebraska Real Estate Disclosure  
☐ Ohio Real Estate Disclosure

- ☐ South Dakota Real Estate Disclosure  
☐ Texas Real Estate Disclosure  
☐ Other: \_\_\_\_\_

## Agency Disclosure Information for Tenants and Landlords

Company: Farmers National Company

Agent Name: \_\_\_\_\_

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

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

<b>Limited Landlord's Agent</b>
<ul style="list-style-type: none"> <li>Works for the landlord</li> <li>Shall not disclose any confidential information about the landlord unless required by law</li> <li>May be required to disclose to a tenant otherwise undisclosed adverse material facts about the property</li> <li>Must present all written offers to and from the landlord in a timely manner</li> <li>Must exercise reasonable skill and care for the landlord and promote the landlord's interests</li> </ul> <p><u>A written agreement is required to create a landlord's agency relationship</u></p>

<b>Limited Tenant's Agent</b>
<ul style="list-style-type: none"> <li>Works for the tenant</li> <li>Shall not disclose any confidential information about the tenant unless required by law</li> <li>May be required to disclose to a landlord adverse material facts including facts related to tenant's ability to financially perform the transaction</li> <li>Must present all written offers to and from the tenant in a timely manner</li> <li>Must exercise reasonable skill and care for the tenant and promote the tenant's interests</li> </ul> <p><u>A written agreement is not required to create a tenant's agency relationship</u></p>

<b>Limited Dual Agent</b>
<ul style="list-style-type: none"> <li>Works for both the tenant and landlord</li> <li>May not disclose to landlord that tenant is willing to pay more than the price offered</li> <li>May not disclose to tenant that landlord is willing to accept less than the asking price</li> <li>May not disclose the motivating factors of any client</li> <li>Must exercise reasonable skill and care for both tenant and landlord</li> </ul> <p><u>A written disclosure and consent to dual agency required for all parties to the transaction</u></p>

<b>Customer Only</b> (see reverse side for list of tasks agent may perform for a customer)
<ul style="list-style-type: none"> <li>Agent does not work for you, agent works for another party or potential party to the transaction as:  <div style="display: flex; justify-content: space-around; margin-left: 20px;"> <span><u>Limited Tenant's Agent</u></span> <span><u>Limited Landlord's Agent</u></span> </div> </li> <li>Common Law Agent (attach addendum)</li> <li>Agent may disclose confidential information that you provide to agent to his or her client</li> <li>Agent must disclose otherwise undisclosed adverse material facts:  <div style="margin-left: 20px;"> -About a property to you as a tenant/customer  -About tenant's ability to financially perform the transaction to you as a landlord/customer </div> </li> <li>Agent may not make substantial misrepresentations.</li> </ul>

<input checked="" type="checkbox"/> <b>Common Law Agent for</b> <u>  </u> <b>Tenant</b>	<input checked="" type="checkbox"/> <b>Landlord</b> (complete and attach Common Law Agency Addendum)
-----------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

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

### Acknowledgement of Disclosure

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Client or Customer Signature)	(Date)	(Client or Customer Signature)	(Date)

\_\_\_\_\_  
(Print Client or Customer Name)

\_\_\_\_\_  
(Print Client or Customer Name)

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Client or Customer Signature)	(Date)	(Client or Customer Signature)	(Date)

\_\_\_\_\_  
(Print Client or Customer Name)

\_\_\_\_\_  
(Print Client or Customer Name)

FNC Farm # \_\_\_\_\_

**Agency Disclosure  
Common Law Agency Addendum  
(Attach to Agency Disclosure)**

Company: Farmers National Company

Agent Name: \_\_\_\_\_

**Common Law Agent**

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in the agency disclosure document and in Nebraska Statutes, Neb. Rev. Stat. §76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer, tenant, seller, or landlord and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

If Agency relationship offered is Customer Only, and agent is acting as a common law agent for another party to the transaction please check the appropriate box below:

Agent will act as --

- ☐ Common Law Agent for the Buyer
- ☐ Common Law Agent for the Seller
- ☐ Common Law Agent for the Tenant
- ☒ Common Law Agent for the Landlord

I acknowledge that this addendum page and the additional information on common law agency has been presented to me (us).

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Client or Customer Signature)	(Date)	(Client or Customer Signature)	(Date)

\_\_\_\_\_  
(Print Client or Customer Name)

\_\_\_\_\_  
(Print Client or Customer Name)

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Client or Customer Signature)	(Date)	(Client or Customer Signature)	(Date)

\_\_\_\_\_  
(Print Client or Customer Name)

\_\_\_\_\_  
(Print Client or Customer Name)

FNC Farm # \_\_\_\_\_

## **-Addendum 1-**

### **ADDENDUM TO PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

This Addendum to Professional Management Services Agreement ("Addendum") is effective as of September \_\_\_\_\_, 2015 by and between Farmers National Company, a Nebraska corporation ("Farmers National" or "FNC"), and Great Western Bank, a bank duly chartered under the laws of the State of South Dakota ("Clients"), for the purpose of amending that certain Professional Management Services Agreement dated September \_\_\_\_, 2015 ("Agreement") as follows:

1. The Section entitled "Term of Agreement" is hereby amended in its entirety as follows:

#### **"Term of Agreement"**

**Effective Date:** this agreement shall be effective on the date upon which FNC is appointed as Receiver of the Property in the District Court of \_\_\_\_\_ County, Nebraska.

**Expiration Date:** This Agreement shall remain in effect until FNC shall cease to hold or have legal status of Receiver in the District Court of \_\_\_\_\_ County, Nebraska or upon Order of the District Court of \_\_\_\_\_ County, Nebraska terminating FNC's rights to possess or manage the Property"

2. The Section "Agency Relationship" is hereby revised in its entirety as follows:

#### **"Receivership"**

Notwithstanding any provision in this Agreement to the contrary, FNC's status shall be that of a Receiver appointed by the District Court of \_\_\_\_\_ County, Nebraska and this Agreement shall be subject to and governed by that certain Order of the District Court of \_\_\_\_\_ County, Nebraska appointing FNC as Receiver and to the extent that this Agreement conflicts with any terms or conditions of such Order, the Order shall control. It is further acknowledged that Clients is the secured creditor of the current owner of the Property."

3. The Agreement, as amended herein, shall remain in full force and effect and is hereby reaffirmed and ratified by the parties hereto.

4. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same Addendum.

IN WITNESS WHEREOF, this Addendum shall be effective as of the day and year set forth above.

**FARMERS NATIONAL COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GREAT WESTERN BANK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 23, 2015, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Galen E Stehlik  
bwill@lauritsenlaw.com

Ralph A Bradley  
courts@bradleylawoffice.com

Craig A Knickrehm  
cknickrehm@womglaw.com

Date: September 23, 2015

BY THE COURT:

*Bew Sack*

CLERK



IN THE DISTRICT COURT OF HOWARD COUNTY, NEBRASKA

GREAT WESTERN BANK,	)	CASE NO. CI 15- 51
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER <i>NUNC PRO TUNC</i>
	)	
REED J. ANDERSON and	)	
STEPHANIE A. ANDERSON,	)	
	)	
Defendants.	)	
	)	

THIS MATTER is before the Court on Plaintiff's uncontested Motion for Order *Nunc Pro Tunc*. The Court, being duly advised in the premises, finds that the Motion should be granted. Accordingly, it is hereby

ORDERED that the that part of the Order Appointing Receiver filed herein on September 23, 2015 containing the description of rented ground that is the subject of this receivership proceeding is hereby amended to provide as follows:

Defendants are engaged in farming operations on the real property described above and on approximately 1,584.95 acres of rented ground in Howard County, Nebraska. The real property under lease to Defendants in Howard County is described as follows:

Parcel 1

Legal: NW ¼ 5-16-10  
Aces: 137.5

Parcel 2

Legal: Part of the E ½ SW ¼ & SE ¼ 8-16-10  
Acres: 144.2

Parcel 3

Legal: Part of the E ½ NW ¼ & NE ¼ 17-16-10



Acres: 104.3

Parcel 4

Legal: NE  $\frac{1}{4}$  5-16-10

Acres: 23.5

Parcel 5

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  4-15-9

Acres: 99.0

Parcel 6

Legal: Part of the SW  $\frac{1}{4}$  1-15-11

Acres: 50.0

Parcel 7

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  & Part of the E  $\frac{1}{2}$  5-15-9

Acres: 7

Parcel 8

Legal: Part of the SE  $\frac{1}{4}$  7-15-10

Acres: 77.3

Parcel 9

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  12-15-11

Acres: 40.5

Parcel 10

Legal: Part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  & Part of the SW  $\frac{1}{4}$  8-16-10

Acres: 88.1

Parcel 11

Legal: NW  $\frac{1}{4}$  17-16-10

Acres: 59.0

Parcel 12

Legal: Part of the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  8-16-10

Acres: 33.4

Parcel 13

Legal: SE  $\frac{1}{4}$  5-16-10  
Acres: 66.5

Parcel 14

Legal: Part of the NE  $\frac{1}{4}$  Section of 8-16-10  
Acres: 59.6

Parcel 15

Legal: Part of the W  $\frac{1}{2}$  NW  $\frac{1}{4}$  & E  $\frac{1}{2}$  NW  $\frac{1}{4}$  9-16-9  
Acres: 93.7

Parcel 16

Legal: S  $\frac{1}{2}$  NW  $\frac{1}{4}$  16-16-10  
Acres: 22.9

Parcel 17

Legal: NE  $\frac{1}{4}$  21-16-9  
Acres: 147

Parcel 18

Legal: SW  $\frac{1}{4}$  1-15-11  
Acres: 18.2

Parcel 19

Legal: SE  $\frac{1}{4}$  7-15-10  
Acres: 30.1

Parcel 20

Legal: Part of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  12-15-11  
Acres: 55.1

Parcel 21

Legal: Part of the N1  $\frac{1}{2}$  NE  $\frac{1}{4}$  12-15-11  
Acres: 13.9

Parcel 22

Part of the E ½ NW ¼ & SW ¼ of 8 - 16 - 10  
Acres: 59.61

Parcel 23

SW ¼ of Section 4-T16N-R10W  
Acres: 154.54

Dated this \_\_\_\_ day of October, 2014.

BY THE COURT:

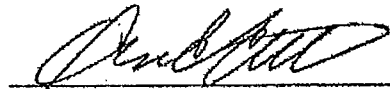
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Karin L. Noakes  
District Court Judge

Prepared and Submitted by:

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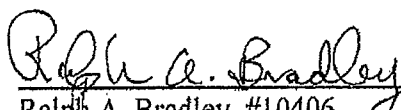
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Approved as to form and content:

A handwritten signature in cursive script, reading "Ralph A. Bradley", is written over a horizontal line.

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**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on November 6, 2015, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

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Craig A Knickrehm  
cknickrehm@womglaw.com

Date: November 6, 2015

BY THE COURT:

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