

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner

or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

Countersigned
Nebraska Title Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

By *President*
Attest *Secretary*

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, Nebraska 68154
Phone: 402-861-9220
Fax: 402-861-9225

File No. 0276533A

COMMITMENT FOR TITLE INSURANCE

ALTA Commitment (6-17-06)
Schedule A

Copyright 2006-2013 American Land Title Association. All rights reserved.



The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154

402-861-9220

Title Officer:	Kenda Marler	Title No.:	0276533A
Escrow Officer:		Revision No.:	
Loan No.:		Customer File No.:	

SCHEDULE A

1. Effective Date: **September 26, 2017, 8:00 am**

2. Policy (or Policies) to be issued:

ALTA Owner's Policy (6-17-06)

Policy Amount: **To Be Determined**

Premium Amount:

Proposed Insured: **Purchaser To Be Determined**

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

[CB Lincoln Real Estate Holdings \(Part of Lots 2 & 3\)](#)

and

[CB Lincoln Real Estate Holdings, LLC](#)

5. The land referred to herein is described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

EXHIBIT "A"

The land referred to herein is described as follows:

All that part of Gutschow Plaza lying South of the East-West Quarter line of Section Twenty-Three (23), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., in the City of Blair, Washington County, Nebraska, less any parts dedicated as streets to the City of Blair, Washington County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

Please note:

We submit the following for informational purposes only:

RECORDING FEES: Effective January 1, 2013 recording fees charged by the Register of Deeds in all counties in Nebraska are as follows: \$10.00 for the first page, \$6.00 for all subsequent pages. In addition, Nebraska Title Company will begin e-recording of title documents in those counties where available in an effort to provide prompt recording services. An additional fee of \$5.00 per document will be charged for all documents that are e-recorded.

RECORDED DOCUMENTS must have a 3-inch margin at the top of the first page and a one-inch margin on the remaining sides; and a one-inch margin on all sides of each subsequent page.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154

402-861-9220

SCHEDULE B

I. Requirements:

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. We anticipate compliance with the following requirements:
 - a. **The Company reserves the right to make additional requirements hereunder upon being furnished the identity of the purchaser.**
 - b. **Warranty Deed from CB-Lincoln Real Estate Holdings, LLC, a Nebraska limited liability company, by its Manager(s) or Member(s), to Purchaser To Be Determined.**
 - c. **The Company must be furnished a copy of the Operating Agreement and all Amendments thereto for CB-Lincoln Real Estate Holdings, LLC, a Nebraska limited liability company.**
 - d. **An affidavit executed by the authorized signatory as designated by the Operating Agreement and all Amendments thereto for CB-Lincoln Real Estate Holdings, LLC, a Nebraska limited liability company must be furnished to the Company.**



INFORMATIONAL NOTE:

The Land may be subject to a tax credit under the Nebraska Property Tax Credit Act, Nebraska Rev. St. 77-4209 to 77-4212. If we are requested to provide settlement services and it is the intent of the parties to use a basis for tax proration adjustment or for reimbursement that is other than as set forth in the real estate contract between seller and buyer, we must be furnished mutual written instructions prior to the date of settlement. We will assume no liability or responsibility for readjustment of tax prorations or for reimbursements after the date of settlement.



COMMITMENT FOR TITLE INSURANCE

Issued by
Old Republic National Title Insurance Company
By its Agent:
Nebraska Title Company
14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154
402-861-9220

SCHEDULE B

II. EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. **GENERAL EXCEPTIONS:**
 - a) Rights or claims of parties in possession not shown by the Public Records.
 - b) Easements or claims of easements, not shown by the Public Records.
 - c) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 - d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - e) Taxes, or special assessment, if any not shown as existing liens by Public Records.

3. ADDITIONAL EXCEPTIONS:

General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

- a) Parcel ID Number [890087761](#): (BC Gutschow Plaza Pt of Lot 2)

2015 General Real Estate Taxes, \$1,079.00 - All Paid.

2016 General Real Estate Taxes, \$424.08 - First half unpaid and delinquent, second half unpaid and delinquent.



Parcel ID Number [890087762](#): (BC Gutschow Plaza Pt of Lot 3)

2015 General Real Estate Taxes, \$1,148.34 - All Paid

2016 General Real Estate Taxes, \$374.70 - first half is unpaid and delinquent, second half unpaid and delinquent.

Parcel ID Number [890087763](#): (BC Gutschow Plaza Lot 4)

2015 General Real Estate Taxes, \$1,524.50 - All Paid

2016 General Real Estate Taxes, \$1,518.64 - All Paid

Parcel ID Number [890087764](#): (BC Gutschow Plaza Lot 5)

2015 General Real Estate Taxes, \$1,534.38 - All Paid

2016 General Real Estate Taxes, \$1,528.48 - All Paid

- b) Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.
- c) Rights or claims of tenants under unrecorded leases, if any, as tenants only.
- d) Terms and conditions as contained within the Warranty Deed filed March 16, 1965, in [Book 89, Page 207](#); records of Washington County, Nebraska. (As to Lot 3 and Road)
- e) Terms of the Oil and Gas Lease dated June 26, 1980, recorded August 6, 1980 in [Book 129, Page 33](#); records of Washington County, Nebraska. (All Parcels)
- f) Restrictions and Easements and mineral Reservations as contained within the Warranty Deed dated September 3, 2002, recorded October 31, 2002, in [Book 378, page 824](#); records of Washington County, Nebraska. (Lot 2 and Road)
- g) Terms and conditions of the Easement dated September 18, 2004, recorded September 21, 2004 in [Book 447, Page 662](#); records of Washington County, Nebraska. (Lots 3 & 5)
- h) Terms and Conditions of the Plat and Dedication of Gutschow Plaza, recorded March 13, 2008 in [Book 2, Page 1411](#); records of Washington County, Nebraska. (All Parcels)
- i) Terms, conditions and restrictions as contained within the Easements as contained within the Warranty Deed recorded April 7, 2008, in [Book 524, Page 172](#); records of Washington County, Nebraska. (Lots 2 and 3)
- j) Terms, conditions and restrictions as contained within the Easements contained in Warranty Deed recorded April 7, 2008, in [Book 524, Page 174](#); records of Washington County, Nebraska. (Pt of Lot 5)
- k) Terms, conditions, restrictions as contained within the Easement contained in the Warranty Deed recorded April 7, 2008, in [Book 524, Page 176](#); records of Washington County, Nebraska. (Pat of Lot 5 all of Lot 4)
- l) Subject to zoning ordinances of record and not of record in Washington County, Nebraska.





COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154

402-861-9220

GENERAL NOTES

Note: General Exceptions 2(a) and 2(d) of Schedule B, Part II, will be deleted on the Final Owners Policy to be issued hereunder upon proper documentation (Owner's Affidavit and Indemnification) provided to the Title company and payment of the fee(s) associated with such extended coverage. The Title Company must be contacted prior to closing in regards to such coverage.

COPIES TO:

CB-Lincoln Real Estate Holdings, LLC, a Nebraska limited liability company
OMNE Partners - S. Scott Moore

DIRECT TITLE INQUIRIES TO: Tom Webster or Kenda Marler at 402-861-9220



PRIVACY POLICY



Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154
Phone: 402-861-9220

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information---particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties, except; (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Conditions

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.