

**UNIFORM COMMERCIAL PURCHASE AGREEMENT
REAL PROPERTY PURCHASED AT PUBLIC AUCTION**

(This is a legally binding contract. If not understood, seek legal advice)

New World Group LLC (d/b/a/OMNE Partners), Broker

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

1. Address 4718 N 120th Street, Omaha , NE. Zip Code **68164**

2. Legal Description (Property) Lots 1 and 2, The Soccer Fields, an Administrative Subdivision in the City of Omaha, Douglas County, Nebraska, and the East 50 feet of the North 260 feet of the SE ¼ of the NE ¼ of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, including all fixtures and equipment permanently attached to such Property and all personal property therein directly related to the current soccer and tennis operations. Exact legal description for the Warranty Deed shall be as set forth in Title Commitment and /or Owners Title Policy

3. No Incidental Personal Property: No incidental personal property (i.e. office equipment, computers, shredder, personal photos) is/are included in the Auction or Sale.

4. Conveyance: Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or its nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except **No exceptions to the forgoing, but** subject to all building, and/or use restrictions, and zoning and easements and covenants now of record, including but not limited to all set forth as Exceptions in the Title Commitment and title Policy.

5. Assessments: Seller shall pay any assessments for public improvements previously constructed. Buyer shall pay any assessments for public improvements ordered or required to be constructed by the public authority, but not yet assessed. To the best of Seller's knowledge, there are no public improvements ordered or required to be constructed but not yet constructed affecting the Property, except the City of Omaha planned widening of 120th Street.

6. Purchase Price: Pursuant to the final successful bid at public auction on April 30, 2019, Buyer shall pay **TO BE DETERMINED AT AUCTION and SHALL include a Two Per Cent (2.00%) Buyers premium charge in addition the knock down final auction bid.** DOLLARS (\$ _____ -) on the following terms: **\$20,000.00** (Deposit) deposited directly with Stewart Title 1055 N 115th Street, Suite 300, Omaha, NE 68154 ("Title Company" or "Escrow Company") as evidenced by the receipt attached below. In the event of refusal or failure of Buyer to consummate the purchase, the Seller may, at its option, retain the Deposit as liquidated damages for failure to carry out the agreement of sale or exercise any and all legal remedies available. The Purchase Price in Full shall be paid by Buyer at Closing in immediately available funds at closing of the sale.

7. No Warranties. Seller hereby specifically disclaims any warranty, and expressly make or issues no warranty (oral or written) concerning: (i) the nature and condition of the Property and its suitability for any and all activities and uses that Purchaser may conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of the Improvements; (iii) the compliance of the Land and the Improvements or their operation with any laws, rules, ordinances or regulations of any government or other body; and (iv) any other matter whatsoever. THE SALE OF THE PROPERTY AS HEREIN PROVIDED IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO

8. Real Estate Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller

9. No Rents, No Deposits and No Leases: As of the Closing Date, there will be no Rents, no Deposits and no Leases extant.

10. Sanitary and Improvement District (S.I.D.): Buyer understands the Property is not located within a sanitary and improvement district. N/A

11. Closing / Possession: Seller shall furnish an updated title insurance commitment to Buyer prior to closing. Closing shall be June 4, 2019, or sooner and at a time mutually agreed upon by both parties during normal business hours at the office of the Title and Escrow Company. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be paid by Buyer.

12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale will be handled by the Escrow Company as Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be paid by Buyer. Treva Ptaschek -Treva.Ptaschek@Stewart.com 402 498 0600 is the Contact at the Title Company and Escrow Company. Stewart File No.: 346868

13. State Documentary Tax / Revenue Stamps : The State Documentary Tax on the deed shall be paid by Buyer.

14. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer shall provide its own hazard insurance and liability insurance as of and after Closing.

15. Survey. Any survey required by Buyer over and above what surveys Seller has provided in the auction sale website of the property shall have been arranged for by Buyer, prior to the auction, and paid for, solely by Buyer.

16. Environmental: Seller represents to the best of the Seller's actual knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto. Any environmental test or tests that Buyer shall require shall be arranged for by Buyer, prior to the Auction, and paid for, solely by Buyer.

17. No Representations THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY, INCLUDING THE BUILDING AND INCLUDING THE LAND, AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENTS.

18. Condition of Property: The parties hereto acknowledge that Buyer's successful final bid and purchase of the Property at auction, shall be Buyer agreement and representation that it has had sufficient access to the Property and has determined for itself that the Property is satisfactory to Buyer for Buyer's intended uses and purposes, in which case, Buyer shall be conclusively presumed to have satisfied itself as to the usefulness and legal limitations to the Property, and to its condition and the environmental condition of the Property and further, Buyer takes Property in its present condition, "AS IS" without reliance upon any representation, warranty, opinion or statement of Seller or any agent of Seller, all as set forth in Section 7 above.

19. No Merger. All rights, obligations, representations and warranties and the expressed "No Representations" (Section 17) and "No Warranties" (Section 7) made in this Agreement or in any other document entered into under this Agreement shall survive closing and delivery of the Warranty Deed and shall not merge, or be merged, into the Warranty Deed at Closing.

Similarly all rights, obligations, representations and warranties and the expressed non-representation and non-warranties made AT the Auction or in any other document entered into pursuant to the Auction shall survive the execution of this Purchase Agreement shall not merge, or be merged, into any other document or be extinguished thereby.

20 Closing Memorandum. A separate Closing Memorandum ratifying and reconfirming all rights, obligations, representations and warranties and the expressed No Representation and No Warranties of the Auction and of this Purchase Agreement shall be executed by the parties contemporaneous with the payment of the purchase price and execution/delivery of the Warranty Deed, at Closing. Such Closing Memorandum shall confirm and ratify that all rights, duties, obligations, representations, Sellers affirmation of no warranties set forth in Sections 7, 17 and 18,, and agreements and terms of the Auction, the Auction itself, shall NOT be merged into the Warranty Deed and shall survive closing.

21. Agency: The Real Estate Licensees involved in this transaction are:
[X] Scott Moore with OMNE Partner is acting as limited agent for the Seller..

22. Broker Compensation: [X] Buyer and Seller acknowledge that OMNE Partners is being paid a fee by Seller.

WITNESS: _____ BUYER: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____ PHONE _____

RECEIPT

(NAMES FOR DEED) RECEIVED FROM: _____ the sum of Twenty Thousand Dollars (\$20,000.00) to apply to the purchase price of the Property on terms and conditions as stated.

OMNE Partners
13340 California Street, #100
Omaha, Nebraska 68154

Agent's Name S. Scott Moore

AGENT'S SIGNATURE _____

ACCEPTANCE

April 30, 2019

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

WITNESS: _____ SELLER: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PHONE: _____

BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this agreement.

DATE: April 30, 2019 _____