

UNIFORM COMMERCIAL PURCHASE AGREEMENT
(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** 4851 N. 72nd Street, Omaha, NE. Zip Code 68034
2. **Legal Description (Property)** Parcel ID 0636540305 BENSON PARK PLAZA REP 3 LOT 2 BLOCK 0 ALL LOT 2 IRRE .98 AC – BASE REDEVELOPMENT PROJ VALUE-(EXCESS 2181) Parcel ID 0636540307 BENSON PARK PLAZA REP 3 LOT 2 BLOCK 0 ALL LOT 2 IRRE .98 AC – EXCESS REDEVELOPMENT PROJ VALUE-located in Douglas County, Nebraska. Exact legal description to be verified by Title Company prior to closing.
3. **Personal Property:** The only personal property included is as follows: None
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except No exceptions subject to all liens, encumbrances, building, use restrictions, and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay TBD at Auction (A 5% Buyer's Premium will be added to the Sale Price achieved at the Auction to establish the Total Sale Price for this Purchase Agreement) DOLLARS (\$ -) on the following terms: \$ 5,000.00 (Deposit) deposited directly with DRI Title and Escrow ("Escrow Company") as evidenced by the receipt attached below. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event of refusal or failure of the 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. Balance to be paid in immediately available funds at closing of the sale.
7. **Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and any Deposit returned to Buyer.

Property is being sold in an "As Is Where Is" condition with no warranties or representations of any kind.

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. **Rents, Deposit and Leases, If Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Buyer at the time of closing.
10. **Sanitary and Improvement District (S.I.D.):** N/A.
11. **Conveyance of Title:** Seller shall furnish an updated title insurance commitment to Buyer prior to closing. Closing shall be December 18, 2020 or sooner at a time mutually agreed upon by both parties during normal business hours at the office of the Escrow Company. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
12. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an 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 equally divided between Buyer and Seller.
13. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.
14. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the 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 agrees to provide his own hazard insurance.
15. **Condition of Property:** Seller represents to the best of Seller's knowledge; information and belief, there are no latent defects in the Property.
16. **Condition of Property:** **THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENTS.**

The parties hereto acknowledge that if Buyer proceeds to close on the purchase of the Property, then Buyer represents 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.

17. **Agency:** The Real Estate Licensee involved in this transaction is:

[X] Scott Moore with OMNE Partners are acting as limited agent for the Seller.

18. **Broker Compensation:**

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

19. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before November 18, 2020 at 4:30 o'clock PM

WITNESS: _____ BUYER: _____ and or it's assigns

ADDRESS: _____ CITY _____ STATE _____ ZIP _____ PHONE _____

RECEIPT

(NAMES FOR DEED) RECEIVED FROM: _____ the sum of _____
_____ DOLLARS (\$) (by _____) to apply to the
purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the
above offer to purchase.

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

Agent's Name S. Scott Moore

AGENT'S SIGNATURE _____

ACCEPTANCE

November 18, 2020

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: Grand 72, LLC,
a Nebraska limited liability company
By: Northwood Properties, Inc.,
a Nebraska corporation, its Manager
By: _____
Adam S. Kirshenbaum, Vice President

ADDRESS: c/o Metonic, 12149 West Center Road, Omaha, NE 68144

BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this agreement.

DATE: November 18, 2020 BUYER: _____