

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued Through: TitleCore National, LLC | 9140 West Dodge Road, Suite 380 | Omaha, NE 68114
Phone: 402-691-9933 | Fax: 402-691-9970

File No. 19249C-16

SCHEDULE A

1. Effective Date: **October 24, 2016 at 8:00am**

2. Policy or Policies to be issued:

A.	ALTA Owner's Policy - (6-17-06)	Amount of Insurance: \$690,000.00 Premium: \$1,535.00
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Proposed Insured: **DUNDEE MULTI FAMILY HOLDINGS LLC, a Colorado limited liability company**

B.	ALTA Loan Policy - (6-17-06)	Amount of Insurance: Premium: \$0.00
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Proposed Insured:

C. ALTA Endorsement(s) to be issued in connection with the loan policy:

NE Insured Closing Letter Endorsement	Premium \$25.00
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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:

IBERINVEST, LLC, a Delaware Series B limited liability company ([Vesting Deed](#))

5. The land referred to in the Commitment is described as follows:

Lots 16 and 17, in Block 21, in WALNUT HILL, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the South Half (S1/2) of the vacated alley adjacent to said Lot 17 on the North.

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SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be complied with:

1. Instruments creating the estate or interest(s) to be insured, the form and execution of which shall be satisfactory to the Company, must be executed, delivered and duly filed for record.
 - a. REQUIRE Warranty Deed to be executed by Iberinvest, LLC, a Delaware Series B limited liability company, in due form, by its Member(s)/Manager(s)/Officer(s), in accordance with its Certificate of Formation and its Operating Agreement, in favor of Proposed Insured Purchaser.
2. This Company is in receipt of copies of the Certificate of Formation and the Operating Agreement for Iberinvest, LLC. We REQUIRE that copies of any amendments to said documents be furnished to this Company for our review.
3. REQUIRE that copies of the Articles of Organization and the Operating Agreement for Dundee Multi Family Holdings LLC be furnished to this Company for our review, along with any amendments thereto.
4. REQUIRE deed of reconveyance for the Deed of Trust dated June 18, 2006 and recorded December 12, 2006, as [Instrument No. 2006140494](#) of the Records of Douglas County, Nebraska, executed by Ileana Cartaya, a married person, and a nonresident of the State of Nebraska, in favor of Stewart Title Company, Trustee, and Rihoba Investment Inc. and Hispanamerican Investments Inc., a 50-50 ownership, Beneficiaries, securing the sum of \$651,000.00 and any other amounts payable under the terms thereof.
5. REQUIRE execution of the Affidavit Regarding Owner by the titleholder.
6. In order to delete the standard exception to survey, as shown on this Commitment, we REQUIRE a current comprehensive survey of the premises showing location of all improvements, easements and encroachments thereon, and that it be duly certified by a Nebraska Registered Land Surveyor, in manner acceptable to this Company.
7. Upon receipt of an acceptable survey and the Affidavit Regarding Owner required above, the standard exception to rights and claims of parties in possession, as shown on this commitment, will be deleted and the following language will appear in lieu thereof: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.

NOTE: Please order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.

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SCHEDULE B - SECTION 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 hereof but prior to the date proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the public records.

Special Exceptions:

6. General taxes due and payable at the date hereof: 2015/2016 taxes: \$9,587.72 total; Paid in Full. Key Number: 0809 0000 24.
7. Special taxes or assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of the County Treasurer for collection at the date hereof.
8. Special taxes or assessment certified to the Office of the County Treasurer for collection at the date hereof: None.
9. Easements reserved for utilities above, on and below the surface of that portion of the vacated alley included within subject property by Ordinance No. 19134 of the City of Omaha, Nebraska, passed December 18, 1956 and recorded January 17, 1957, in [Book 317 at Page 327](#) of the Miscellaneous Records of Douglas County, Nebraska.
10. Terms and provisions of Notice from Metropolitan Utilities District dated January 19, 1961 and recorded January 23, 1961, in [Book 362 at Page 245](#) of the Miscellaneous Records of Douglas County, Nebraska, pertaining to connection to gas main.
11. Terms and provisions of Waiver Agreement with The Metropolitan Utilities District dated August 11, 1964 and recorded October 16, 1964, in [Book 418 at Page 307](#) of the Miscellaneous Records of Douglas County, Nebraska, pertaining to connection to water main.
12. Terms and provisions of Lease, a Memorandum of which was dated February 7, 2007 and recorded March 12, 2007, as [Instrument No. 2007027177](#) of the Records of Douglas County, Nebraska, executed by and between Ileana Cartaya, as Lessor, and Jetz Midwest, Inc., as Lessee.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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.

Issued through the Office of

TitleCore National, LLC
9140 West Dodge Road, Suite 380
Omaha, NE 68114

Authorized Signatory

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

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

By

President

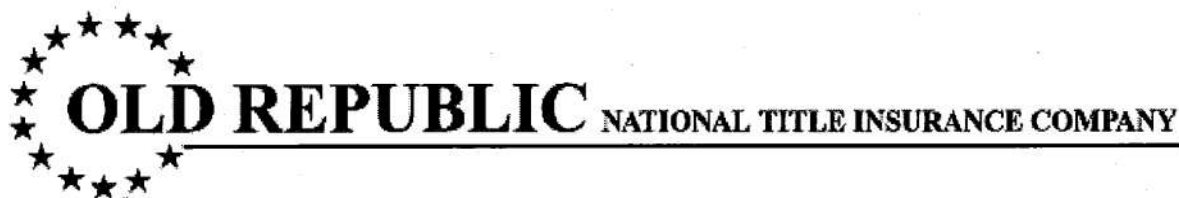
Attest

Secretary

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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>.



400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that is collected about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of TitleCore National, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

TitleCore National, LLC

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We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any question about our Privacy Policy Notice, please contact us by writing to:

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, NE 68114