

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT

ISSUED THROUGH THE OFFICE OF:
SPENCE TITLE SERVICES, INC.
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
TELEPHONE: (402) 345-8844
TELECOPY: (402) 345-4634

PLEASE DIRECT INQUIRIES TO: Janet Clark (CW)

SCHEDULE A

Application Number TA-49676-A

Commitment to endorse Loan Policy H55-0110951

1. **Effective Date:** January 7, 2007 at 8:00 A.M.

2. **Policy or Policies to be issued:** **Amount:** **Premium:**

"ALTA" OWNER POLICY: 10-17-92 \$ \$

Proposed Insured:

"ALTA" LOAN POLICY: 10-17-92 \$2,850,000.00 \$450.00 Additional Premium

Proposed Insured:

GREAT WESTERN BANK, it successors and assigns, as their interests may appear.

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and is at the effective date hereof vested in:**

CRKF05, LLC, a Nebraska limited liability company - an undivided 50% interest;
CHANDLER-KUCERA PARTNERS, L.L.C., a Nebraska limited liability company - an undivided 10% interest;
CHANDLER PROPERTIES, L.L.C., a Nebraska limited liability company - an undivided 40% interest.

4. **The land referred to in this Commitment is described as follows:**

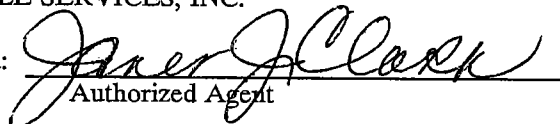
* Lots 1 through 84, inclusive, in KENNEDY TOWN CENTER, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

And,

The Southerly 242 feet in width of Tax Lot 7B, lying within the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 15, Township 14 North, Range 13 East of the 6th P.M., in the City of Bellevue, in Sarpy County, Nebraska. (NOTE: Said portion of Tax Lot 7B is also sometimes described as Tax Lot 7B1.)

SPENCE TITLE SERVICES, INC.

Countersigned:


Authorized Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TA-49676-A

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and, have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Instrument(s) creating the estate(s) or interest(s) to be insured must be executed and filed for record, to-wit:
 - a. REQUIRE Loan modification documents to be executed by CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera, Partners, LLC, a Nebraska limited liability company, and Chandler Properties, LLC, a Nebraska limited liability company, signed by their respective members and/or managers in accordance with the terms of their Articles of Organization and Operating Agreements.
5. REQUIRE copies of the current Articles of Organization and Operating Agreements for CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera, Partners, LLC, a Nebraska limited liability company, and Chandler Properties, LLC, a Nebraska limited liability company be supplied to this company.
6. REQUIRE consent and ratification of the Plat of Kennedy Town Center by Great Western Bank.
7. REQUIRE execution of the attached Affidavit Regarding Owner by the titleholder(s).
8. 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.
9. 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.

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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TA-49676-A

SCHEDULE B - SECTION 2

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. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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 the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this Policy.)

6. General taxes due and payable at the date hereof:

Parcel No. 010610154: 2006: \$268.82, total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Tax Lot 7B1, 15-14-13.

Parcel No. 011589678: 2006: \$115.84, total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 1 Kennedy Town Center.

Parcel No. 011589679: 2006: \$70.88, total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 2 Kennedy Town Center.

Parcel No. 011589680: 2006: \$98.42, total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 3 Kennedy Town Center.

Parcel No. 011589681: 2006: \$111.56 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 4 Kennedy Town Center.

Parcel No. 011589682: 2006: \$66.96 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 5 Kennedy Town Center.

Parcel No. 011589683: 2006: \$65.96 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 6 Kennedy Town Center.

Parcel No. 011589684: 2006: \$65.34 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 7 Kennedy Town Center.

Parcel No. 011589685: 2006: \$65.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 8 Kennedy Town Center.

Parcel No. 011589686: 2006: \$98.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 9 Kennedy Town Center.

Parcel No. 011589687: 2006: \$129.70 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 10 Kennedy Town Center.

Parcel No. 011589688: 2006: \$74.50 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 11 Kennedy Town Center.

Parcel No. 011589689: 2006: \$132.02 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 12 Kennedy Town Center.

Parcel No. 011589690: 2006: \$130.44 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 13 Kennedy Town Center.

Parcel No. 011589691: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 14 Kennedy Town Center.

Parcel No. 011589692: 2006: \$109.06 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 15 Kennedy Town Center.

Parcel No. 011589693: 2006: \$98.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 16 Kennedy Town Center.

Parcel No. 011589694: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 17 Kennedy Town Center.

Parcel No. 011589695: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 18 Kennedy Town Center.

Parcel No. 011589696: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 19 Kennedy Town Center.

Parcel No. 011589697: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 20 Kennedy Town Center.

Parcel No. 011589698: 2006: \$115.76 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 21 Kennedy Town Center.

Parcel No. 011589699: 2006: \$98.80 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 22 Kennedy Town Center.

Parcel No. 011589700: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 23 Kennedy Town Center.

Parcel No. 011589701: 2006: \$110.92 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 24 Kennedy Town Center.

Parcel No. 011589720: 2006: \$65.44 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 43 Kennedy Town Center.

Parcel No. 011589721: 2006: \$65.56 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 44 Kennedy Town Center.

Parcel No. 011589722: 2006: \$114.90 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 45 Kennedy Town Center.

Parcel No. 011589723: 2006: \$98.16 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 46 Kennedy Town Center.

Parcel No. 011589724: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 47 Kennedy Town Center.

Parcel No. 011589725: 2006: \$110.92 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 48 Kennedy Town Center.

Parcel No. 011589726: 2006: \$110.92 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 49 Kennedy Town Center.

Parcel No. 011589727: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 50 Kennedy Town Center.

Parcel No. 011589728: 2006: \$98.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 51 Kennedy Town Center.

Parcel No. 011589729: 2006: \$109.76 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 52 Kennedy Town Center.

Parcel No. 011589730: 2006: \$65.28 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 53 Kennedy Town Center.

Parcel No. 011589731: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 54 Kennedy Town Center.

Parcel No. 011589732: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 55 Kennedy Town Center.

Parcel No. 011589733: 2006: \$65.42 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 56 Kennedy Town Center.

Parcel No. 011589734: 2006: \$98.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 57 Kennedy Town Center.

Parcel No. 011589735: 2006: \$98.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 58 Kennedy Town Center.

Parcel No. 011589736: 2006: \$64.60 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 59 Kennedy Town Center.

Parcel No. 011589737: 2006: \$120.00 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 60 Kennedy Town Center.

Parcel No. 011589738: 2006: \$133.48 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 61 Kennedy Town Center.

Parcel No. 011589739: 2006: \$78.74 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 62 Kennedy Town Center.

Parcel No. 011589740: 2006: \$118.26 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 63 Kennedy Town Center.

Parcel No. 011589741: 2006: \$143.22 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 64 Kennedy Town Center.

Parcel No. 011589742: 2006: \$81.22 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 65 Kennedy Town Center.

Parcel No. 011589743: 2006: \$82.86 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 66 Kennedy Town Center.

Parcel No. 011589744: 2006: \$85.20 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 67 Kennedy Town Center.

Parcel No. 011589745: 2006: \$87.74 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 68 Kennedy Town Center.

Parcel No. 011589746: 2006: \$136.38 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 69 Kennedy Town Center.

Parcel No. 011589747: 2006: \$142.10 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 70 Kennedy Town Center.

Parcel No. 011589748: 2006: \$97.90 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 71 Kennedy Town Center.

Parcel No. 011589749: 2006: \$245.64 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 72 Kennedy Town Center.

Parcel No. 011589750: 2006: \$14,665.16 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 73 Kennedy Town Center.

Parcel No. 011589751: 2006: \$1,830.04 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 74 Kennedy Town Center.

Parcel No. 011589752: 2006: \$1,898.94 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 75 Kennedy Town Center.

Parcel No. 011589753: 2006: \$1,176.32 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 76 Kennedy Town Center.

Parcel No. 011589754: 2006: \$1,239.48 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 77 Kennedy Town Center.

Parcel No. 011589755: 2006: \$1,918.08 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 78 Kennedy Town Center.

Parcel No. 011589756: 2006: \$3,403.56 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 79 Kennedy Town Center.

Parcel No. 011589757: 2006: \$2,118.12 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 80 Kennedy Town Center.

Parcel No. 011589758: 2006: \$2,766.10 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 81 Kennedy Town Center.

Parcel No. 011589759: 2006: \$13,061.82 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 82 Kennedy Town Center.

Parcel No. 011589760: 2006: \$962.86 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 83 Kennedy Town Center.

Parcel No. 011589761: 2006: \$948.52 total taxes, unpaid. First half will become delinquent April 1, 2007, second half will become delinquent August 1, 2007. Taxed as Lot 84 Kennedy Town Center.

7. Special taxes or assessments now pending, assessed or levied, but payable in future installments, and not yet certified to the Office of the County Treasurer for collection at the date hereof.
8. Special taxes or assessments certified to the Office of the County Treasurer at the date hereof: NONE.

NOTE: Computer shows all parcels except 010610154 lie within SID # 280.

9. Easements granted for utilities by the Plat and Dedication of Kennedy Center Replat recorded October 16, 2000, as Instrument No. 2000-26042 of the Records of Sarpy County, Nebraska, as shown on Plat Survey, and on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet.

Plat Survey reveals sign easements and sanitary sewer easements affecting portions of subject property.

10. Terms and provisions of Notice of Filing of Corridor Designation Protection recorded May 14, 1985, in Book 58 at Page 873 of the Miscellaneous Records of Sarpy County, Nebraska, pursuant to the provisions of RRS Nebraska Chapter 39, Articles 1311 thru 1311.05, and Corridor Protection Plan No. F-28(11). *(Properties abutting South Kennedy Expressway)*

11. Restriction against direct access to and from subject property onto the Kennedy Freeway as contained in Return of Appraisers dated November 14, 1985 and recorded November 19, 1985, in Book 58 at Page 2516 of the Miscellaneous Records of Sarpy County, Nebraska. *along Chandler + Kenn Expressway in NE corner SW 1/4*

12. Permanent Easement granted to the City of Bellevue, Nebraska, by instrument dated June 17, 1992 and recorded July 6, 1992, as Instrument No. 92-13623 of the Records of Sarpy County, Nebraska, to construct, operate and maintain a retaining wall and roadway over and/or under portions of subject property. *N-E line of plat (not KETOKE RE)*

along N + W part of KETOKE - N of Kenn Town Center Replat
13. Terms and provisions of Easement dated December 20, 1998 and recorded January 7, 1999, as Instrument No. 99-00490, and re-recorded February 3, 1999, as Instrument No. 99-03397, both of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property. *Levin @ 2012-06252*

14. Terms and provisions of Easement dated March 10, 1999 and recorded May 7, 1999, as Instrument No. 99-13835 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property. *+ assign @ 2012-06253 (included in NW-1574-13) not in platter lots*

- 15. Terms and provisions of Easement dated April 30, 1999 and recorded June 3, 1999, as Instrument No. 99-17476 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property. *Easement 2012-06253*
- 16. Terms and provisions of Easement dated April 30, 1999 and recorded June 3, 1999, as Instrument No. 99-17477 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property. *Easement 2012-06253*
- 17. Restriction against direct access to and from subject property onto Chandler Road and the Kennedy Freeway as contained in Quitclaim Deed dated August 30, 1999 and recorded September 20, 1999, as Instrument No. 99-29377 of the Records of Sarpy County, Nebraska. *(L1 Rep 3) NE corner of plat (KECE etc)*
- 18. Permanent Easement granted to the City of Bellevue, Nebraska, by instrument dated July 31, 2002 and recorded November 27, 2002, as Instrument No. 2002-49098 of the Records of Sarpy County, Nebraska, to construct, operate and maintain a sanitary sewer line and appurtenances in, through, over and under portions of subject property. *7B*
- 19. Subject to no record means of legal or actual access to or from said Tax Lot 7B1 onto a physically open and dedicated public street, road or highway.
- 20. CONSTRUCTION DEED OF TRUST, dated June 9, 2005, recorded June 13, 2005, as Instrument No. 2005-19484 of the Records of Sarpy County, Nebraska, executed by CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera, Partners, LLC, a Nebraska limited liability company, and Chandler Properties, LLC, a Nebraska limited liability company, in favor of Great Western Bank, Trustee and Beneficiary, securing the sum of \$2,550,000.00 and such other sums as may be due thereunder. (NOTE: This is the Deed of Trust to be modified.)
- 21. Terms and conditions of a Tenants in Common Agreement dated June 9, 2005, recorded June 13, 2005, as Instrument No. 2005-19486 of the Records of Sarpy County, Nebraska, by and between CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera, Partners, LLC, a Nebraska limited liability company, and Chandler Properties, LLC, a Nebraska limited liability company.
- 22. Terms and conditions of a Call Agreement, recorded June 13, 2005, as Instrument No. 2005-19487 of the Records of Sarpy County, Nebraska, by and between CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera, Partners, LLC, a Nebraska limited liability company, and Chandler Properties, LLC, a Nebraska limited liability company.
- 23. Easements granted for utilities by the Plat and Dedication of Kennedy Town Center recorded September 7, 2006, as Instrument No. 2006-31078 of the Records of Sarpy County, Nebraska, as shown on Plat Survey, and on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet.

Plat Survey reveals ~~sanitary sewer, storm sewer and drainage~~ easements and a recreational area easement affecting portions of subject property. Plat survey also reveals a permanent ingress and egress easement affecting Lots 75 thru 79, inclusive. Plat Notes state that direct vehicular access will not be allowed to ~~Kennedy Freeway, 25th Street, Chandler Road, or Sautter Avenue~~ form any lots abutting said streets.

AFFIDAVIT REGARDING OWNER

STATE OF)
) ss.
COUNTY OF)

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce Spence Title Services, Inc. and/or COMMONWEALTH LAND TITLE INSURANCE COMPANY to issue its policy(ies) of title insurance, in accordance with Commitment No. TA-49676-A, on property legally described as follows: (the "Premises")

Lots 1 through 84, inclusive, in KENNEDY TOWN CENTER, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

And,

The Southerly 242 feet in width of Tax Lot 7B, lying within the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 15, Township 14 North, Range 13 East of the 6th P.M., in the City of Bellevue, in Sarpy County, Nebraska. (NOTE: Said portion of Tax Lot 7B is also sometimes described as Tax Lot 7B1.)

and commonly known as: N/A

does hereby state and declare as follows:

1. Affiant has owned the Premises and improvements exclusively and continuously for six months last past.
2. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document, except as stated herein:
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises, except as stated herein:
4. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve months for alterations, repair work, or new construction on the Premises for which payment has not been made.
5. There are no public improvements in the vicinity of the Premises under construction, completed but not assessed, or contemplated, which could be a basis for any special assessment being levied against the Premises after closing. All current assessments have been paid.
6. There are no chattel mortgages, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon the Premises.
7. There are no encroachments of any improvements, (including fences, driveways, stoops, decks, eaves) onto adjoining property (including streets) or onto easement grants; nor from adjoining property onto subject Premises. And there have been no disputes with neighbors or others over the location of any improvements or boundary lines.
8. There are no easement grants, including joint drive or party wall, affecting subject Premises other than those recorded and shown on the above referenced Commitment.
9. There have been no bankruptcy proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown on the Commitment.

10. There are no unsatisfied judgments of record, or tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown on the Commitment.
11. There is no other name under which Affiant has operated or been known (including maiden name, previous married name or professional name), which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any homeowner's association, condominium regime and any other such organization, and/or any taxing authority at date hereof.

Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless Spence Title Services, Inc. and/or Commonwealth Land Title Insurance Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Dated this _____ day of _____, 20_____.

CRKF05, LLC, a Nebraska limited liability company

By: _____

Its: _____

CHANDLER-KUCERA PARTNERS, L.L.C., a Nebraska limited liability company

By: _____

Its: _____

CHANLDER PROPERTIES, L.L.C., a Nebraska limited liability company

By: _____

Its: _____

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this ____ day of _____, 20____, by _____, as _____ of CRKF05, LLC, a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this ____ day of _____, 20____, by _____, as _____ of Chandler-Kucera Partners, LLC, a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this ____ day of _____, 20____, by _____, as _____ of CHANDLER PROPERTIES, LLC, a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT

Issued By: Spence Title Services, Inc., 1905 Harney Street, Suite 210, Omaha, NE 68102 Phone: 402-345-8844 Fax: 402-345-4634

SCHEDULE A

File No.: TA-54458

1. Effective Date: August 27, 2007 at 8:00AM

Revision Date:

2. Policy or Policies to be issued:

(a) ALTA Owners Policy - (ALTA Policy 6/17/06)

Amount: \$798,454.80

Premium: \$1,227.10

Subdivision Rate

Proposed Insured:

LANTIS DEVELOPMENT, L.L.C., a Nebraska limited liability company

(b) ALTA Loan Policy - (ALTA Policy 6/17/06)

Amount: To Be Determined.

Premium: \$75.00

Proposed Insured:

TO BE NAMED, and its successors and/or assigns, as their interests may appear

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

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

CRKF05, LLC, a Nebraska limited liability company - An undivided 50% interest;

CHANDLER-KUCERA PARTNERS, L.L.C., a Nebraska limited liability company - An undivided 10% interest; and,

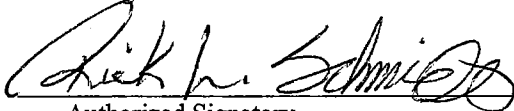
CHANDLER PROPERTIES, L.L.C., a Nebraska limited liability company - An undivided 40% interest.

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

Lots 1 through 53, inclusive, in KENNEDY TOWN CENTER REPLAT ONE, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

NOTE: N/A, Bellevue, NE 68005

Countersigned:



Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: TA-54458

SCHEDULE B - SECTION I

REQUIREMENTS

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 CRKF05, LLC, a Nebraska limited liability company, and by Chandler-Kucera Partners, L.L.C., a Nebraska limited liability company, and by Chandler Properties, L.L.C., a Nebraska limited liability company, in due form, by their respective Member(s)/Manager(s)/Officer(s), in accordance with their respective Articles of Organization and their Operating Agreements, in favor of Proposed Insured Purchaser.
 - b. REQUIRE loan document(s) to be executed by Lantis Development, L.L.C., a Nebraska limited liability company, in due form, by its Member(s)/Manager(s)/Officer(s), in accordance with its Articles of Organization and its Operating Agreement, in favor of Proposed Insured Lender.
 - c. If loan proceeds are to be used for construction purposes, then in order to assure the priority of the Loan Document(s) to be recorded, this Company REQUIRES the following: (1) A Notice of Commencement be recorded at least two minutes after the Loan Document(s), but before any other instruments can be recorded; and, (2) That the Deed of Trust/Mortgage recite on its face that it is to be construed as a "Construction Security Agreement," under Nebraska law.
2. REQUIRE that copies of the Articles of Organization and the Operating Agreement for Lantis Development, L.L.C. be furnished to this Company for our review, along with any amendments thereto.
3. Construction Deed of Trust dated June 9, 2005 and recorded June 13, 2005, as Instrument No. 2005-19484 of the Records of Sarpy County, Nebraska, executed by CRKF05, LLC, a Nebraska limited liability company, Chandler-Kucera Partners, L.L.C., a Nebraska limited liability company, and Chandler Properties, L.L.C., a Nebraska limited liability company, in favor of Great Western Bank, Trustee, and Great Western Bank, Beneficiary, securing the sum of \$2,550,000.00 and any other amounts payable under the terms thereof. (Encumbers other property also.)
 - a. Modified by Modification of Deed of Trust dated December 10, 2026 and recorded February 2, 2007, as Instrument No. 2007-03430 of the Records of Sarpy County, Nebraska, to increase the secured amount under the above Construction Deed of Trust to \$2,850,000.00 and any other amounts payable under the terms thereof.
 - b. REQUIRE deed of partial reconveyance for the above Construction Deed of Trust for subject properties.
4. Notice of Commencement recorded June 13, 2005, as Instrument No. 2005-19485 of the Records of Sarpy County, Nebraska, executed by CRKF05, LLC, Chandler Properties, L.L.C. and Chandler-Kucera Partners, L.L.C., as Contracting Owners, stating that duration of same is 18 months from date of recording. (Encumbers other property also.)
 - a. Continued by Continuation of Notice of Commencement recorded February 2, 2007, as Instrument No. 2007-03431 of the Records of Sarpy County, Nebraska, extending the above Notice of Commencement for a period of 24 months from the expiration of the original Notice of Commencement.
 - b. REQUIRE proper partial termination of the above Notice of Commencement, as continued and extended, for subject properties, in accordance with statutory provisions made therefor.

Case No.: TA-54458

This commitment is invalid unless the Insuring Provisions and Schedule A and B are attached.
Schedule B 1 consists of 2 page(s)

5. Terms and provisions of Tenants in Common Agreement dated June 9, 2005 and recorded June 13, 2005, as Instrument No. 2005-19486 of the Records of Sarpy County, Nebraska, executed by and between Chandler-Kucera Partners, L.L.C., CRKF05, LLC and Chandler Properties, L.L.C. (Encumbers other property also.)
 - a. REQUIRE partial termination of the above Tenants in Common Agreement for subject properties.
6. Terms and provisions of Call Agreement dated June 9, 2005 and recorded June 13, 2005, as Instrument No. 2005-19487 of the Records of Sarpy County, Nebraska, executed by and between Chandler-Kucera Partners, L.L.C., CRKF05, LLC, Chandler Properties, L.L.C. and Cornerstone Commercial Real Estate Services, L.L.C. (Encumbers other property also.)
 - a. REQUIRE partial termination of the above Call Agreement for subject properties.
7. REQUIRE execution of the attached Affidavit Regarding Owner by the titleholders.
8. 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.
9. 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 exception 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: TA-54458

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:

- A. 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.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- D. Easements, or claims of easements, not shown by the public records.
- E. 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.

SPECIAL EXCEPTIONS

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

1. General taxes due and payable at the date hereof:
 - Lot 1, Kennedy Town Center: 2006 taxes: \$115.84 total; Paid in Full. Key Number: 011589678.
 - Lot 2, Kennedy Town Center: 2006 taxes: \$70.88 total; Paid in Full. Key Number: 011589679.
 - Lot 3, Kennedy Town Center: 2006 taxes: \$98.42 total; Paid in Full. Key Number: 011589680.
 - Lot 4, Kennedy Town Center: 2006 taxes: \$111.56 total; Paid in Full. Key Number: 011589681.
 - Lot 5, Kennedy Town Center: 2006 taxes: \$66.96 total; Paid in Full. Key Number: 011589682.
 - Lot 6, Kennedy Town Center: 2006 taxes: \$65.96 total; Paid in Full. Key Number: 011589683.
 - Lot 7, Kennedy Town Center: 2006 taxes: \$65.34 total; Paid in Full. Key Number: 011589684.
 - Lot 8, Kennedy Town Center: 2006 taxes: \$65.12 total; Paid in Full. Key Number: 011589685.
 - Lot 9, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589686.
 - Lot 10, Kennedy Town Center: 2006 taxes: \$129.70 total; Paid in Full. Key Number: 011589687.
 - Lot 11, Kennedy Town Center: 2006 taxes: \$74.50 total; Paid in Full. Key Number: 011589688.
 - Lot 12, Kennedy Town Center: 2006 taxes: \$132.02 total; Paid in Full. Key Number: 011589689.
 - Lot 13, Kennedy Town Center: 2006 taxes: \$130.44 total; Paid in Full. Key Number: 011589690.

- Lot 14, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589691.
- Lot 15, Kennedy Town Center: 2006 taxes: \$109.06 total; Paid in Full. Key Number: 011589692.
- Lot 16, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589693.
- Lot 17, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589694.
- Lot 18, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589695.
- Lot 19, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589696.
- Lot 20, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589697.
- Lot 21, Kennedy Town Center: 2006 taxes: \$115.76 total; Paid in Full. Key Number: 011589698.
- Lot 22, Kennedy Town Center: 2006 taxes: \$98.80 total; Paid in Full. Key Number: 011589699.
- Lot 23, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589700.
- Lot 24, Kennedy Town Center: 2006 taxes: \$110.92 total; Paid in Full. Key Number: 011589701.
- Lot 25, Kennedy Town Center: 2006 taxes: \$110.92 total; Paid in Full. Key Number: 011589702.
- Lot 26, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589703.
- Lot 27, Kennedy Town Center: 2006 taxes: \$98.06 total; Paid in Full. Key Number: 011589704.
- Lot 28, Kennedy Town Center: 2006 taxes: \$109.38 total; Paid in Full. Key Number: 011589705.
- Lot 29, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589706.
- Lot 30, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589707.
- Lot 31, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589708.
- Lot 32, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589709.
- Lot 33, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589710.
- Lot 34, Kennedy Town Center: 2006 taxes: \$114.78 total; Paid in Full. Key Number: 011589711.
- Lot 35, Kennedy Town Center: 2006 taxes: \$65.56 total; Paid in Full. Key Number: 011589712.
- Lot 36, Kennedy Town Center: 2006 taxes: \$130.44 total; Paid in Full. Key Number: 011589713.
- Lot 37, Kennedy Town Center: 2006 taxes: \$142.46 total; Paid in Full. Key Number: 011589714.
- Lot 38, Kennedy Town Center: 2006 taxes: \$65.66 total; Paid in Full. Key Number: 011589715.
- Lot 39, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589716.
- Lot 40, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589717.
- Lot 41, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589718.
- Lot 42, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589719.
- Lot 43, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589720.

- Lot 44, Kennedy Town Center: 2006 taxes: \$65.56 total; Paid in Full. Key Number: 011589721.
- Lot 45, Kennedy Town Center: 2006 taxes: \$114.90 total; Paid in Full. Key Number: 011589722.
- Lot 46, Kennedy Town Center: 2006 taxes: \$98.16 total; Paid in Full. Key Number: 011589723.
- Lot 47, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589724.
- Lot 48, Kennedy Town Center: 2006 taxes: \$110.92 total; Paid in Full. Key Number: 011589725.
- Lot 49, Kennedy Town Center: 2006 taxes: \$110.92 total; Paid in Full. Key Number: 011589726.
- Lot 50, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589727.
- Lot 51, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589728.
- Lot 52, Kennedy Town Center: 2006 taxes: \$109.76 total; Paid in Full. Key Number: 011589729.
- Lot 53, Kennedy Town Center: 2006 taxes: \$65.28 total; Paid in Full. Key Number: 011589730.
- Lot 54, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589731.
- Lot 55, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589732.
- Lot 56, Kennedy Town Center: 2006 taxes: \$65.42 total; Paid in Full. Key Number: 011589733.
- Lot 57, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589734.
- Lot 58, Kennedy Town Center: 2006 taxes: \$98.12 total; Paid in Full. Key Number: 011589735.
- Lot 59, Kennedy Town Center: 2006 taxes: \$64.60 total; Paid in Full. Key Number: 011589736.
- Lot 60, Kennedy Town Center: 2006 taxes: \$120.00 total; Paid in Full. Key Number: 011589737.
- Lot 61, Kennedy Town Center: 2006 taxes: \$133.48 total; Paid in Full. Key Number: 011589738.
- Lot 62, Kennedy Town Center: 2006 taxes: \$78.74 total; Paid in Full. Key Number: 011589739.
- Lot 63, Kennedy Town Center: 2006 taxes: \$118.26 total; Paid in Full. Key Number: 011589740.
- Lot 64, Kennedy Town Center: 2006 taxes: \$143.22 total; Paid in Full. Key Number: 011589741.
- Lot 65, Kennedy Town Center: 2006 taxes: \$81.22 total; Paid in Full. Key Number: 011589742.
- Lot 66, Kennedy Town Center: 2006 taxes: \$82.86 total; Paid in Full. Key Number: 011589743.
- Lot 67, Kennedy Town Center: 2006 taxes: \$85.20 total; Paid in Full. Key Number: 011589744.
- Lot 68, Kennedy Town Center: 2006 taxes: \$87.74 total; Paid in Full. Key Number: 011589745.
- Lot 69, Kennedy Town Center: 2006 taxes: \$136.38 total; Paid in Full. Key Number: 011589746.
- Lot 70, Kennedy Town Center: 2006 taxes: \$142.10 total; Paid in Full. Key Number: 011589747.
- Lot 71, Kennedy Town Center: 2006 taxes: \$97.90 total; Paid in Full. Key Number: 011589748.
- Lot 72, Kennedy Town Center: 2006 taxes: \$245.64 total; Paid in Full. Key Number: 011589749.

2. Special taxes or assessments now pending, assessed or levied, but payable in future installments, and not yet certified to the Office of the County Treasurer for collection at the date hereof.
3. Special taxes or assessments certified to the Office of the County Treasurer for collection at the date hereof: None.
 - a. NOTE: Subject properties lie within SID No. 280.
4. Easements granted by the Plat and Dedication of Kennedy Center recorded October 15, 1997, as Instrument No. 97-23098 of the Records of Sarpy County, Nebraska, on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet. (Subject property was platted from portions of Lots in Kennedy Center.)
 - a. Plat Notes reveal that there shall be no direct vehicular access to 25th Street over the West lines of subject lots.
5. Easements granted by the Plat and Dedication of Kennedy Center Replat recorded October 16, 2000, as Instrument No. 2000-26042 of the Records of Sarpy County, Nebraska, on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet. (Subject property was platted from portions of Lots in Kennedy Center Replat.)
 - a. Plat Notes reveal that there shall be no direct vehicular access to 25th Street over the West lines of subject lots.
6. Easements granted by the Plat and Dedication of Kennedy Town Center recorded September 7, 2006, as Instrument No. 2006-31078 of the Records of Sarpy County, Nebraska, as shown on Plat Survey, and on, over through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet. (Subject property was platted from Lots 1 thru 72, inclusive, Kennedy Town Center.)
 - a. Plat Notes reveal that direct vehicular access will not be allowed to 25th Street or Sautter Avenue from any lots abutting said streets.
7. Easements granted by the Plat and Dedication of Kennedy Town Center Replat One recorded September 7, 2007, as Instrument No. 2007-27628 of the Records of Sarpy County, Nebraska, as shown on Plat Survey, and on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land abutting the rear boundary lines of all interior lots; and, a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots, with provision for said 16 foot wide easements to be reduced to 8 feet.
 - a. Plat Notes reveal that direct vehicular access will not be allowed to 25th Street or Sautter Avenue from any lots abutting said streets.
 - b. Plat Survey reveals various easements affecting subject lots and details concerning minimum set-backs.
8. Terms and provisions of Easement dated December 20, 1998 and recorded January 7, 1999, as Instrument No. 99-00490, and re-recorded February 3, 1999, as Instrument No. 99-03397, both of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property.

9. Terms and provisions of Easement dated March 10, 1999 and recorded May 7, 1999, as Instrument No. 99-13835 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property.
10. Terms and provisions of Easement dated April 30, 1999 and recorded June 3, 1999, as Instrument No. 99-17476 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property.
11. Terms and provisions of Easement dated April 30, 1999 and recorded June 3, 1999, as Instrument No. 99-17477 of the Records of Sarpy County, Nebraska, for storm water detention facility and storm water drainage rights in adjacent property for the benefit of subject property.



Commonwealth Land Title Insurance Company
2019 Walton Road, St. Louis, Missouri 63114
PHONE: 314 423-1180 \ FAX: 314 423-2661

NEBRASKA CLOSING PROTECTION LETTER

When a Commonwealth Land Title Insurance Company agent is specified in connection with closing of real estate transactions in which you are the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, and such interest is the subject of a title insurance policy issued by this Company, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing, when such closings are conducted by the agent and where such loss arises out of:

- A. Failure of the agent to comply with your written closing instruments to the extent that they relate to (1) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including obtaining of such documents as are necessary to establish such status of title or lien, or (2) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (3) the collection and payment of funds due you, or
- B. Fraud or dishonesty of the agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with the loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions:

- A. The Company will not be liable to you for loss arising out of:
 - 1. Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal, subordination, rewording of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name.
 - 3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of the Company for loss incurred by you in connection with closing of real estate transactions by the agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- D. Claims shall be made promptly to the Company at its principal office at P.O. Box 27567 Richmond, Virginia 23261-7567. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

BY: MICHAEL J. STARRETT, VICE PRESIDENT

AFFIDAVIT REGARDING OWNER

STATE OF)
) ss.
COUNTY OF)

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce Spence Title Services, Inc. and/or Commonwealth Land Title Insurance Company to issue its policy(ies) of title insurance, in accordance with Commitment No. TA-54458, on property legally described as follows: (the "Premises")

Lots 1 through 53, inclusive, in KENNEDY TOWN CENTER REPLAT ONE, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

and commonly known as: N/A, Bellevue, NE 68005

does hereby state and declare as follows:

1. Affiant has owned the Premises and improvements exclusively and continuously for six months last past
2. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document, except as stated herein:
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises, except as stated herein:
4. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve months for alterations, repair work, or new construction on the Premises for which payment has not been made.
5. There are no public improvements in the vicinity of the Premises under construction, completed but not assessed, or contemplated, which could be a basis for any special assessment being levied against the Premises after closing. All current assessments have been paid.
6. There are no chattel mortgages, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon the Premises.
7. There are no encroachments of any improvements, (including fences, driveways, stoops, decks, eaves) onto adjoining property (including streets) or onto easement grants; nor from adjoining property onto subject Premises. And there have been no disputes with neighbors or others over the location of any improvements or boundary lines.
8. There are no easement grants, including joint drive or party wall, affecting subject Premises other than those recorded and shown on the above referenced Commitment.
9. There have been no bankruptcy proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown on the Commitment.
10. There are no unsatisfied judgments of record, or tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown on the Commitment.
11. There is no other name under which Affiant has operated or been known which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any homeowner's association, condominium regime or any other such organization, and/or any taxing authority at date hereof.

Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless Spence Title Services, Inc. and/or Commonwealth Land Title Insurance Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Dated this _____ day of _____, 2007.

CRKF05, LLC,
a Nebraska limited liability company

CHANDLER-KUCERA PARTNERS, L.L.C.,
a Nebraska limited liability company

By: _____
Thomas C. Denham, Manager

By: _____
Michael G. Kucera, Manager

CHANDLER PROPERTIES, L.L.C.,
a Nebraska limited liability company

By: _____
Larry D. Bayer, Manager

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2007, by Thomas C. Denham, as Manager of CRKF05, LLC, a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

TA-54458

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2007, by Michael G. Kucera, as Manager of Chandler-Kucera Partners, L.L.C., a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2007, by Larry D. Bayer, as Manager of Chandler Properties, L.L.C., a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

TA-54458