



OWNER'S POLICY OF TITLE INSURANCE

Policy Number: **OX 08526781**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under

federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.


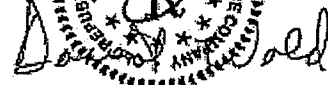
Issued through the office of:

TitleCore, LLC
1905 Harney Street, Suite 210
Omaha, Nebraska 68102
Phone: 402-345-8844
Fax: 402-345-4634

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



Authorized Signature

By  President
Attest  Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any

controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA OWNERS POLICY - SCHEDULE A

Issued By: TitleCore, LLC, 1905 Harney Street, Suite 210, Omaha, NE 68102 Phone: 402-345-8844 Fax: 402-345-4634

File No.: TA-59688

Policy No.: OX 08526781

Address Reference: N/A, Bellevue, NE

Amount of Insurance: \$722,094.12

Premium: \$75.00 Simultaneous with LX 09173602

Date of Policy: March 2, 2012 at 10:36AM

1. Name of Insured:

WEST DODGE PLACE, L.L.C., a Nebraska limited liability company

2. The estate or interest in the Land that is insured by this policy is **Fee Simple**.

3. Title is vested in:

WEST DODGE PLACE, L.L.C., a Nebraska limited liability company

4. The Land referred to in this policy is described as follows:

Lot 1, in KENNEDY TOWN CENTER REPLAT THREE, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

Countersigned:


Authorized Signatory

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Owners Policy (6/17/06)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNERS POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy No.: OX 08526781

File No.: TA-59688

Any provisions in the conditions and stipulations of this Policy referring to Arbitration are hereby deleted.

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- A. Rights or claims of parties in possession not shown by the current public records.
- B. Easements or claims of easements not shown by the current public records.
- C. 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 current public records.
- 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 current 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. Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.
2. The lien of the general taxes for 2012, becoming due and payable December 31, 2012, and all subsequent taxes and special 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.
 - a. NOTE: Sarpy County Treasurer's Records reveal that subject properties lie within SID No. 280.
3. 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, 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 5-10, in Kennedy Center.)
 - a. Plat Survey reveals sign easements and sanitary sewer easements affecting portions of Lots 6, 7 and 9.
 - b. Plat Notes reveal that there shall be no direct vehicular access to Kennedy Freeway or Chandler Road from those lots abutting same.
 - c. Releases of easements contained in the above Plat and Dedication were recorded September 16, 2011, as Instruments No. 2011-22769, 2011-22770, 2011-22771 and 2011-22772 of the Records of Sarpy County, Nebraska.

Owners Policy Schedule B continued
Policy No.: OX 08526781
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4. 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, 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 5-9 and Outlot 1, in Kennedy Center Replat.)
 - a. Plat Survey reveals sign easements and sanitary sewer easements affecting portions of Lots 6, 7 and 9.
 - b. Plat Notes reveal that there shall be no direct vehicular access to Kennedy Freeway or Chandler Road from those lots abutting same.
 - c. Releases of easements contained in the above Plat and Dedication were recorded September 16, 2011, as Instruments No. 2011-22769, 2011-22770, 2011-22771 and 2011-22772 of the Records of Sarpy County, Nebraska.
5. 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 83 and 84 and portions of Lots 77, 78 and 82, Kennedy Town Center, and part of Kennedy Avenue right-of-way.)
 - a. Plat Survey reveals storm sewer and drainageway easements and ingress and egress easements affecting portions of Lots 77 and 78.
 - b. Plat Notes reveal that direct vehicular access will not be allowed to Kennedy Freeway or Chandler Road from any lots abutting said streets.
 - c. Releases of easements contained in the above Plat and Dedication were recorded May 30, 2012, as Instruments No. 2012-15820, 2012-15821, 2012-15822 and 2012-15823 of the Records of Sarpy County, Nebraska.
6. Easements granted by the Plat and Dedication of Kennedy Town Center Replat Three recorded December 2, 2011, as Instrument No. 2011-30507 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. Further grants easements to Metropolitan Utilities District of Omaha and Aquila, Inc. on, through, under and across a 5 foot wide strip of land abutting all streets, avenues and circles, whether public or private.
 - a. Plat Survey reveals an existing permanent storm sewer and drainageway easement granted to SID No. 280 and the City of Bellevue, and an existing permanent ingress and egress easement granted to the owners of Lots 75 thru 79, inclusive, Kennedy Town Center, affecting portions of subject property.
 - b. Plat Notes state that direct vehicular access will not be allowed to Chandler Road or to Highway 75 Kennedy Freeway from any lots abutting said streets, and that an existing ingress and egress easement was granted to the owners of Lots 75 thru 79 inclusive, Kennedy Town Center, Instrument No. 2006-31078. Said Lots 76 thru 79, inclusive, Kennedy Town Center, replatted to Lots 1, 5 and 6, Kennedy Town Center Replat Three.

Owners Policy Schedule B continued
Policy No.: OX 08526781
File No.: TA-59688

7. 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.
8. Restrictions 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.
9. 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.
10. 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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
11. 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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
12. 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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
13. Covenants, conditions, restrictions, easements and reservations 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.
14. ALTA/ACSM Land Title Survey prepared by Jason Headley, Nebraska Registered Land Surveyor of E & A Consulting Group, Inc., L.S. No. 604, dated April 25, 2012, designated as Proj. No. P2006.135.012, reveals various utility lines within the former Kennedy Avenue right-of-way included within subject property, portions of which have been removed and capped.
15. Deed of Trust, Security Agreement and Assignment of Rents dated April 30, 2012 and recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13667 of the Records of Sarpy County, Nebraska, executed by West Dodge Place, L.L.C., a Nebraska limited liability company, in favor of First National Bank of Omaha, a national banking association, Trustee, and First National Bank of Omaha, a national banking association, Beneficiary, securing the sum of \$4,600,000.00 and any other amounts payable under the terms thereof.
16. Assignment of Rents and Leases dated as of April 30, 2012 and recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13668 of the Records of Sarpy County, Nebraska, executed by West Dodge Place,

Owners Policy Schedule B continued

Policy No.: OX 08526781

File No.: TA-59688

L.L.C., a Nebraska limited liability company, in favor of First National Bank of Omaha, a national banking association.

17. Notice of Commencement recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13669 of the Records of Sarpy County, Nebraska, executed by West Dodge Place, L.L.C., a Nebraska limited liability company, as Contracting Owner, stating that duration of same is twelve months from date of recording.
18. Standard Exceptions A, B, C and D shown above are hereby deleted in their entirety.



LOAN POLICY OF TITLE INSURANCE

Policy Number: **LX 09173602**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.

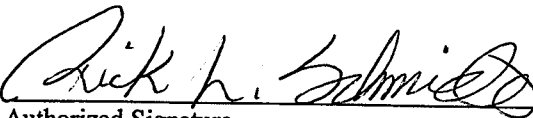
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.



Issued through the office of:

TitleCore, LLC
 1905 Harney Street, Suite 210
 Omaha, Nebraska 68102
 Phone: 402-345-8844
 Fax: 402-345-4634

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



 Authorized Signature

By  President
 Attest  Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of :
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance; and
 - (ix) the reasonable amounts expended to prevent deterioration of improvements;but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;
 - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured, or
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
 - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
 - (ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.

- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to

examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
 - (i) the Amount of Insurance,
 - (ii) the Indebtedness,
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA LOAN POLICY - SCHEDULE A

Issued By: TitleCore, LLC, 1905 Harney Street, Suite 210, Omaha, NE 68102 Phone: 402-345-8844 Fax: 402-345-4634

File No.: TA-59688

Policy No.: LX 09173602

Address Reference: N/A, Bellevue, NE

Amount of Insurance: \$4,600,000.00

Premium: \$7,555.00

Date of Policy: May 9, 2012 at 11:26AM

1. Name of Insured:

FIRST NATIONAL BANK OF OMAHA, a national banking association, its successors and/or assigns, as their interests may appear.

2. The estate or interest in the Land that is insured by this policy is **Fee Simple**.

3. Title is vested in:

WEST DODGE PLACE, L.L.C., a Nebraska limited liability company

4. The Insured Mortgage and its assignments, if any, are described as follows:

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS dated April 30, 2012 and recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13667 of the Records of Sarpy County, Nebraska, executed by West Dodge Place, L.L.C., a Nebraska limited liability company, in favor of First National Bank of Omaha, a national banking association, Trustee, and First National Bank of Omaha, a national banking association, Beneficiary, securing the sum of \$4,600,000.00.

5. The Land referred to in this policy is described as follows:

Lot 1, in KENNEDY TOWN CENTER REPLAT THREE, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

Schedule A continues on Page 2

Loan Policy Schedule A - Continued (Page 2)

Policy No.: LX 09173602

6. This policy incorporates by reference those ALTA Endorsements selected below:

- 4-06 (Condominium)
- 4.1-06 (Condominium)
- 5-06 (Planned Unit Development)
- 5.1-06 (Planned Unit Development)
- 6-06 (Variable Rate)
- 6.2-06 (Variable Rate-Negative Amortization)
- 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s):
None.
- 9-06 (Restrictions, Encroachments, Minerals)
- 13.1-06 (Leasehold Loan)
- 14-06 (Future Advance)
- 14.1-06 (Future Advance-Knowledge)
- 14.3-06 (Future Advance-Reverse Mortgage)
- 22-06 (Location) The type of improvement is:

and the street address is as shown above.

Countersigned:


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LOAN POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy No.: LX 09173602

File No.: TA-59688

PART I

Any provisions in the conditions and stipulations of this Policy referring to Arbitration are hereby deleted.

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- A. Rights or claims of parties in possession not shown by the current public records.
- B. Easements or claims of easements not shown by the current public records.
- C. 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 current public records.
- 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 current 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. The lien of the general taxes for 2012, becoming due and payable December 31, 2012, and all subsequent taxes and special 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.
 - a. NOTE: Sarpy County Treasurer's Records reveal that subject properties lie within SID No. 280.
2. 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, 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 5-10, in Kennedy Center.)
 - a. Plat Survey reveals sign easements and sanitary sewer easements affecting portions of Lots 6, 7 and 9.
 - b. Plat Notes reveal that there shall be no direct vehicular access to Kennedy Freeway or Chandler Road from those lots abutting same.
 - c. Releases of easements contained in the above Plat and Dedication were recorded September 16, 2011, as Instruments No. 2011-22769, 2011-22770, 2011-22771 and 2011-22772 of the Records of Sarpy County, Nebraska.

Loan Policy Schedule B Part I continued
Policy No.: LX 09173602
File No.: TA-59688

3. 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, 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 5-9 and Outlot 1, in Kennedy Center Replat.)
 - a. Plat Survey reveals sign easements and sanitary sewer easements affecting portions of Lots 6, 7 and 9.
 - b. Plat Notes reveal that there shall be no direct vehicular access to Kennedy Freeway or Chandler Road from those lots abutting same.
 - c. Releases of easements contained in the above Plat and Dedication were recorded September 16, 2011, as Instruments No. 2011-22769, 2011-22770, 2011-22771 and 2011-22772 of the Records of Sarpy County, Nebraska.
4. 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 83 and 84 and portions of Lots 77, 78 and 82, Kennedy Town Center, and part of Kennedy Avenue right-of-way.)
 - a. Plat Survey reveals storm sewer and drainageway easements and ingress and egress easements affecting portions of Lots 77 and 78.
 - b. Plat Notes reveal that direct vehicular access will not be allowed to Kennedy Freeway or Chandler Road from any lots abutting said streets.
 - c. Releases of easements contained in the above Plat and Dedication were recorded May 30, 2012, as Instruments No. 2012-15820, 2012-15821, 2012-15822 and 2012-15823 of the Records of Sarpy County, Nebraska.
5. Easements granted by the Plat and Dedication of Kennedy Town Center Replat Three recorded December 2, 2011, as Instrument No. 2011-30507 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. Further grants easements to Metropolitan Utilities District of Omaha and Aquila, Inc. on, through, under and across a 5 foot wide strip of land abutting all streets, avenues and circles, whether public or private.
 - a. Plat Survey reveals an existing permanent storm sewer and drainageway easement granted to SID No. 280 and the City of Bellevue, and an existing permanent ingress and egress easement granted to the owners of Lots 75 thru 79, inclusive, Kennedy Town Center, affecting portions of subject property.
 - b. Plat Notes state that direct vehicular access will not be allowed to Chandler Road or to Highway 75 Kennedy Freeway from any lots abutting said streets, and that an existing ingress and egress easement was granted to the owners of Lots 75 thru 79 inclusive, Kennedy Town Center, Instrument No. 2006-31078. Said Lots 76 thru 79, inclusive, Kennedy Town Center, replatted to Lots 1, 5 and 6, Kennedy Town Center Replat Three.

Loan Policy Schedule B Part I continued
Policy No.: LX 09173602
File No.: TA-59688

6. 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.
7. Restrictions 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.
8. 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.
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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
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 other property for the benefit of subject property.
 - a. Assigned to and assumed by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, by instrument dated February 16, 2012 and recorded March 2, 2012, as Instrument No. 2012-06253 of the Records of Sarpy County, Nebraska.
12. Covenants, conditions, restrictions, easements and reservations 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.
13. ALTA/ACSM Land Title Survey prepared by Jason Headley, Nebraska Registered Land Surveyor of E & A Consulting Group, Inc., L.S. No. 604, dated April 25, 2012, designated as Proj. No. P2006.135.012, reveals various utility lines within the former Kennedy Avenue right-of-way included within subject property, portions of which have been removed and capped.
14. Standard Exceptions A, B, C and D shown above are hereby deleted in their entirety.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LOAN POLICY

SCHEDULE B

Policy No.: LX 09173602

File No.: TA-59688

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interests in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

1. Assignment of Rents and Leases dated as of April 30, 2012 and recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13668 of the Records of Sarpy County, Nebraska, executed by West Dodge Place, L.L.C., a Nebraska limited liability company, in favor of First National Bank of Omaha, a national banking association.
2. Notice of Commencement recorded May 9, 2012 at 11:26 A.M., as Instrument No. 2012-13669 of the Records of Sarpy County, Nebraska, executed by West Dodge Place, L.L.C., a Nebraska limited liability company, as Contracting Owner, stating that duration of same is twelve months from date of recording.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a stock company of Minneapolis, Minnesota

\$25.00

ENDORSEMENT

Attached to Policy No. LX 09173602 (TA-59688) issued by Old Republic National Title Insurance Company.

The Company insures the owner of the indebtedness secured by the insured Mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated or extinguished or its validity, priority or enforceability impaired.
 - b. Unless expressly excepted in Schedule B:
 - (i) Present violations on the land of any enforceable covenants, conditions or restrictions, or existing improvements on the Land that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (ii) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the Land that, in addition, (A) establishes an easement on the Land; (B) provides a lien for liquidated damages; (C) provides for a private charge or assessment; (D) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (iii) Any encroachment of existing improvements located on the Land onto adjoining land or any encroachment onto the Land of existing improvements located on adjoining land.
 - (iv) Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - (v) Any notices of violation of covenants, conditions or restrictions relating to environmental protection recorded or filed in the Public Records.
 2. Any future violation on the Land of any existing covenants, conditions or restrictions occurring prior to the acquisition of Title by the Insured, provided the violation results in:
 - a. invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness.
 3. Damage to existing improvements, including lawns, shrubbery or trees:
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved.
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
 4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
 5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
- Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they do not include the terms covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b(i) and 6, the words "covenants, conditions, or restrictions" do not include any covenants, conditions or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify and prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ISSUED THROUGH THE OFFICE OF:
TITLECORE, LLC
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
PHONE: (402) 345-8844
Countersigned:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY, a stock company
400 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55401
(612) 371-1111



Authorized Agent

ORT Form 4344 - ALTA9-06 Endorsement - Restrictions, Encroachments, Minerals 06/17/06

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a stock company of Minneapolis, Minnesota

\$25.00

ENDORSEMENT

Attached to Policy No. LX 09173602 (TA-59688) issued by Old Republic National Title Insurance Company.

ALTA 8.2-06 ENDORSEMENT - COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or file in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify and prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ISSUED THROUGH THE OFFICE OF:
TITLECORE, LLC
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
PHONE: (402) 345-8844

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY, A STOCK COMPANY
400 Second Avenue South
Minneapolis, Minnesota 55401

Countersigned:


Authorized Agent

ORT Form 4455 ALTA 8.2-06 Endorsement - Commercial Environmental Protection Lien 10/16/08

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a stock company of Minneapolis, Minnesota

\$25.00

ENDORSEMENT

Attached to Policy No. LX 09173602 (TA-59688) issued by Old Republic National Title Insurance Company.

ALTA 17-06 ENDORSEMENT - ACCESS AND ENTRY

The Company insures against loss or damage sustained by the insured if, at Date of Policy: (i) the land does not abut and have both actual vehicular and pedestrian access to and from South 19th Circle (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the insured has no right to use existing curb cuts or entries along that portion of the Street abutting the land.

This endorsement is issued as a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify and prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ISSUED THROUGH THE OFFICE OF:
TITLECORE, LLC
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
PHONE: (402) 345-8844

Countersigned:


Authorized Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a stock company of Minneapolis, Minnesota

\$25.00

ENDORSEMENT

Attached to Policy No. LX 09173602 (TA-59688) issued by Old Republic National Title Insurance Company.

ALTA 25-06 SAME AS SURVEY ENDORSEMENT (10/16/08)

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the ALTA/ACSM Land Title Survey prepared by Jason Headley, Nebraska Registered Land Surveyor of E & A Consulting Group, Inc., L.S.No. 604, dated April 25, 2012, designated as Proj. No. 2006.135.012, which has been previously submitted to the Company and incorporated herein by reference.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Issued through the office of:
TITLECORE, LLC
1905 HARNEY STREET-SUITE 210
OMAHA, NE 68102
PHONE: (402) 345-8844

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY, a stock company
400 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55401

Countersigned:


Authorized Agent

ORT Form 4458 ALTA25-06 10/16/08

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a stock company of Minneapolis, Minnesota

\$25.00

ENDORSEMENT

Attached to Policy No. LX 09173602 (TA-59688) issued by Old Republic National Title Insurance Company.

ALTA3-06 ZONING ENDORSEMENT

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy:
 - a. According to applicable zoning ordinances and amendments thereto, the land is not classified Zone: **BGH PCO** (Heavy General Business District with a Planned Center Overlay).
 - b. The following use or uses are not allowed under that classification:

See attached portions of the Bellevue, Nebraska Zoning Ordinance.

2. There shall be no liability under this endorsement based on:
 - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2(a) does not modify or limit the coverage provided in Covered Risk 5.
 - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
 - c. The refusal of any person to purchase, lease, or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ISSUED THROUGH THE OFFICE OF:
TITLECORE, LLC
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
PHONE: (402) 345-8844

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY, a stock company
400 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55401
(612) 371-1111

Countersigned:


Authorized Agent

ORT Form 4366 - ALTA3-06 Zoning - Unimproved Land (6/06)

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - Q. Car wash.
 - R. Child care center.
 - S. Commercial parking lots.
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.
 - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loud speaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
 - Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation.
 - AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
 - BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
 - CC. Dry goods store.
 - DD. Feed and seed store.
 - EE. Florist shop.
 - FF. Frame shop.
 - GG. Frozen food lockers for individual or family trade, but no slaughtering, killing,

- HH. eviscerating, skinning, plucking or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- JJ. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- KK. Garden supply, commercial greenhouses, nursery stock sales yards.
- LL. Gasoline stations.
- MM. General office buildings of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, including offices for lawyers, accountants, architects, planners, engineers, and similar professions.
- NN. Gift and card shop.
- OO. Grocery, supermarket.
- PP. Gunsmith.
- QQ. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- RR. Hobby and craft store.
- SS. Interior design firm.
- TT. Jewelry store.
- UU. Laundry (self-service automatic) of not more than 30 washing units.
- VV. Liquor stores.
- WW. Loan office.
- XX. Locksmith.
- YY. Machine sales and service (stationery and office)
- ZZ. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- AAA. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- BBB. Medical clinics.
- CCC. Micro breweries and brew pubs.
- DDD. Music store, music studio.
- EEE. News and tobacco store.
- FFF. Outlet retail store.
- GGG. Paint, wallpaper, drapery and floor covering store.
- HHH. Pawn shops.
- III. Pet shop, provided that all facilities are fully enclosed.
- JJJ. Photographer, artist, photo finishing, and camera store.
- KKK. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- LLL. Real estate sales office.
- MMM. Restaurant (Drive-in or fast food)
- NNN. Restaurant (General)
- OOO. Restaurant (Limited).
- PPP. Second hand stores.
- QQQ. Shoe repair shop.
- RRR. Shoe store.
- SSS. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- TTT. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- UUU. Telephone answering service.
- VVV. Telephone exchange.
- WWW. Television, radio and small appliance repair.
- XXX. Toy and sporting goods store.
- YYY. Upholstery shops.
- ZZZ. Variety store.

2. Automobile sales – New and used automobile, truck , tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.

3. Call center.
4. Educational Institutions, Business, and Commercial Schools (post secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director.
5. Governmental Services – Administrative Facilities.
6. Governmental Services – Maintenance and Service Facilities.
7. Logistical center.
8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
9. Mortuaries, funeral homes and funeral chapels.
10. Motel, Hotel.
11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
12. Radio and television stations, except transmission towers over 35 feet high.
13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
15. Theater other than drive-in.
16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater.
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.

5.24.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.

5.24.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 55 feet.
4. Minimum front yard: None for business.
5. Minimum rear yard: None for business.
6. Minimum side yard: None for business.
7. Minimum side yard on street side of corner: None for business.
8. Maximum gross floor area ration: 6.0.
9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section 8.11.
5. All landscaping shall conform with Article 9.

Section 5.25 PCO Planned Center Overlay District

5.25.01 Intent. This zone is designed to be appended to any of the business zones. The use characteristics of the zone to which it is appended will control, but the procedure set forth herein will allow for new and modern design that is not possible under regulations designed for control of individual and independent development of adjacent business properties.

5.25.02 Principal Permitted Uses:

1. The principal permitted uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.03 Permitted Conditional Uses:

1. The permitted conditional uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.04 Permitted Accessory Uses:

1. The permitted accessory uses shall be the same as the zone upon which the PCO, Planned Center Overlay District is appended.

5.25.05 Space Limits:

1. The space limits shall at least meet the requirements of the zone upon which the PCO, Planned Center Overlay District is appended, but may be more restrictive than said limits in order to make the proposal appropriate to the proposed location and to meet the requirements of the enabling statute as to reasonableness in light of any unique characteristics of the area in which the planned center is located as may be determined by the Commission.

5.25.06 Special Provisions:

1. The entire parcel of land in the PCO, Planned Center Overlay District shall be considered as one zoning lot in arranging buildings and other facilities.
2. The Commission and the Council shall take into consideration the ability of nearby streets to handle traffic generated by the proposed development and shall take into consideration the effects upon the value and amenities of the nearby neighborhood residential properties and in the event of conflict between the maintenance of such values and the proposed development, shall weigh the equities between the two using the criterion of community service and maintaining the concept of the zoning plan in assessing the position of the proposed development. To this end the proponents of the proposed development shall be required to submit competent market surveys.

5.25.07 Procedure:

1. Proponents of a rezoning to PCO, Planned Center Overlay District shall submit a site plan of the proposed development as an exhibit accompanying the request for a change of zone. The minimum requirements to be shown on the site plan exhibit as submitted shall be determined by the Planning Director of the Planning Department of the City of Bellevue.
2. The Commission may also request a market analysis to substantiate the necessity, size and location of the proposed development.
3. The Commission shall initiate change of zone amendment as set forth in this ordinance.
4. The site plan shall become an exhibit accompanying the change of zone amendment if such amendment is passed. Such site plan shall be filed of record in the county offices specified for recording zoning ordinances, and shall form the basis for any building permits.
5. The proponents of the planned center shall begin to construct the center as proposed within three years of the recording of the ordinance designating the land in the PCO, Planned Center Overlay District. If such construction is not commenced and pursued in an orderly manner toward completion, the Commission may initiate action to abolish the zoning or reduce the size of the tract to fit the scope of the actual development. It is intended that a Planned Center Overlay District be designed to carry out the objectives of the planning practices established by the Commission for development of the city and to be so developed within a reasonable time. It is hereby declared that the holding for speculative purposes of undeveloped land zoned as a planned center is contrary to the purposes of said planning practices established by the Commission.

6. It is recognized that exigencies of development and construction may require minor changes in the detail of an originally proposed plan. The Commission is therefore authorized to grant changes from the original plan as appears of record with the zoning amendment, provided said changes do not materially affect the basic design or negate any special features which were designed to facilitate traffic or preserve neighborhood amenities.
7. Business developments substantially completed at the time of enactment of this ordinance may be designated as PCO, Planned Center Overlay District, but the special provisions set forth herein for establishing such a zone shall not apply. The Commission and Council may zone areas for PCO, Planned Center Overlay District in the advance of plans for development if they determine that said shopping center is contemplated in the planning practices established by the Commission. In this event, plans shall be submitted according to the procedures set forth herein before building permits are issued. Irrespective of the PCO, Planned Center Overlay District being a combining zone, property zoned PCO, Planned Center Overlay District may not be developed solely according to the rules and regulations of the primary zone so long as the PCO, Planned Center designation remains appended, but shall in each case follow the procedure set forth for Planned Unit Development.