

C16664



MISC 2007019035



FEB 20 2007 07:44 P 16

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/20/2007 07:44:06.88



2007019035

UTC/paldand/Revenue. USA & UTC

Misc

FEE	50	FB	
BKP	11412	COMP	
DEL		SCAN	
		FV	

50 01.60000

return to

Union Title Company
3800 Normal Blvd. Suite 100
Lincoln, NE 68506

FC TITLE
#17

35413 - 4045-

ENVIRONMENTAL REMEDIATION AND ACCESS AGREEMENT

THIS AGREEMENT is made this 24th day of January, 2007 and intended to be effective as of December 28, 2006, by and between **PATRIOT 72ND STREET, LLC**, a Delaware limited liability company, having an office and place of business at 1200 Liberty Ridge Drive, Suite 115, Wayne, Pennsylvania 19087 (the "Owner"), and **CROWN CORK & SEAL USA, INC.**, a Delaware Corporation, having an office and place of business at One Crown Way, Philadelphia, Pennsylvania 19154-4599 (the "Crown").

WHEREAS, immediately prior to the execution of this Agreement, Owner acquired from Crown title to the real property located at 4133 South 72nd Street, Omaha, NE (the "Property"), as more particularly described on Exhibit "A", pursuant to the terms of that certain Agreement of Sale and Purchase, dated October 23, 2006, as amended (the "PSA"); and

WHEREAS, Crown is responsible for conducting an environmental investigation and remediation of the Property, pursuant to (1) an Administrative Order on Consent for Corrective Action (the "Order"), Docket No. VII-97-H-007, dated April 24, 1998, issued pursuant to the Resource Conservation and Recovery Act ("RCRA") and the Nebraska Rev. Sta. § 81-1505 (13); and (2) the State of Nebraska statutes, rules, regulations or policies concerning the remediation of polluted soil, surface water and groundwater including, *inter alia*, Nebraska Department of Environmental Quality ("NDEQ") Title 128. In accordance with the Order incorporated herein by reference, Crown submitted to USEPA a Comprehensive Current Conditions Report, Focused RCRA Facility Investigation dated August 2004. The Comprehensive Current Conditions Report, Focused RCRA Facility Investigation, and any future version thereof approved by USEPA and/or the State of Nebraska shall be referred to herein as the "Report". For the purpose of this Agreement, all conditions described in the Report and any other hazardous waste and/or hazardous constituents on or migrating from the Property on the Closing Date shall be collectively referred to as the "Environmental Conditions"; and

WHEREAS, certain hazardous constituents, including but not limited to solvent and constituents of petroleum products have been identified in soil and groundwater in the North Yard Disposal Areas, Scupper Drain/Underground Storage Tank ("UST") Area and Southeast Drainage Ditch Area, as more fully described in the Report. The North Yard Disposal Area, the Scupper Drain/UST Area and Southeast Drainage Ditch areas, as depicted on Exhibit "B", are subject to remediation requirements pursuant to the Order; and

WHEREAS, in order to perform the investigation and remediation required, Crown will need access to the Property; and

WHEREAS, Owner desires to grant Crown access to the Property for the purpose of performing the required investigative and/or remedial work; and

NOW, THEREFORE, for the purpose set forth above and in consideration of the mutual covenants contained in this Agreement, it is hereby agreed as follows:

1. **Remediation.** Crown shall diligently perform the environmental investigation and remediation of the Property pursuant to the terms set forth herein at its sole cost and expense.

2. **Access.**

A. Crown may enter the Property upon twenty-four (24) hours advance notice to Owner (or without notice in the event of an emergency) for the purpose of conducting activities as are necessary or desirable in connection with the investigation, assessment and remediation (the "Environmental Work"), of the Environmental Conditions, at Crown's sole expense and in accordance with applicable law, to satisfy the requirements of the Order or as otherwise required by USEPA and/or the State of Nebraska. Crown may enter the Property without advance notice to Owner in the event of an emergency to address a release of hazardous constituents or a malfunction of any remedial equipment.

B. Crown shall investigate and remediate the Environmental Conditions and shall use diligent efforts to obtain an Acknowledgment of Termination and Agreement to Record Preservation of Rights from USEPA and/or NDEQ in accordance with Article XII of the Order stating that all necessary corrective action has been completed in satisfaction of the requirements of RCRA and/or Neb. Rev. Stat. § 81-1505(13) (the "USEPA Acknowledgment") as expeditiously as is reasonably practicable.

C. Crown's right of access shall include the right of ingress and egress and the right to bring onto and install equipment on the Property in furtherance of the purposes stated herein, which equipment shall include but not be limited to the wells and remediation equipment shown on Exhibit "B" and any equipment necessary to effectuate the Report and obtain the approval of USEPA and/or NDEQ of the completion of the corrective action, including, but not limited to monitoring wells, chain-link fencing around the perimeter of the North Yard Disposal Area (provided however that if Owner conducts construction in the North Yard Disposal Area an equivalent form of protection to prevent exposure shall be used, including without limitation building foundations and structures, if deemed necessary by USEPA), equipment associated with installation, operation and maintenance of a system to recover light non-aqueous phase liquids in the Scupper Drain/UST Area and adjacent areas of the building and equipment associated with installation, operation and maintenance of a soil vapor extraction system, together with electrical power supply and sanitary sewer service for such recovery and extraction system, together with electrical power supply and sanitary sewer service for such recovery and extraction systems, and placement of stone or rip-rap in the Southwest Drainage Ditch Area; provided, however, that with respect to each of the foregoing, the locations of such systems, equipment, etc. shall be subject to the prior written approval of Owner, such approval not to be unreasonably withheld, conditioned or delayed by Owner except to the extent the proposed locations are within portions of buildings on the Property, in which event Owner may withhold its consent in its sole and absolute discretion. Furthermore, Owner shall have the right to relocate any such equipment at its sole cost and expense, subject to USEPA approval, provided that such relocation does not materially interfere with Crown's implementation of its responsibilities under the Order or this Agreement.

D. Crown agrees that, upon completion of the Environmental Work, Crown shall remove all materials and equipment (including but not limited to collection and transport equipment and treatment systems) brought onto the Property by Crown for the purposes of undertaking the Environmental Work. If the surface of the Property, including improvements and fixtures thereon, suffers damage by reason of the access of Crown to the Property pursuant to this Agreement, Crown shall, at its own cost and expense, repair, replace or restore, as necessary, the surface of the Property and any such improvements or fixtures thereon as near as practicable to substantially the same grade and condition that existed prior to such work. Crown shall properly close all groundwater monitoring wells and/or recovery and injection wells in accordance with the rules and regulations of NDEQ, upon completion.

3. Term. The term of this Agreement shall extend so long as is required for Crown to obtain the USEPA Acknowledgment (including any required long-term post-closure monitoring). Upon receipt of the USEPA Acknowledgement, Owner and Crown shall record a written notice of termination in the applicable real property records

4. Property Restrictions.

Crown shall not cause deed restrictions, deed notices, engineering barriers or institutional controls (collectively "Property Restrictions") to be imposed on the Property without obtaining Owner's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed so long as the Property Restrictions have been approved by USEPA and/or the State of Nebraska and would not materially or unreasonably interfere with Owner's then current or planned use of the Property. Owner shall be deemed to have disapproved any requested Property Restrictions in the event it does not respond to Crown's proposal for same within thirty (30) days of delivery thereof to Owner. Notwithstanding the foregoing, the Property Restrictions listed in Exhibit "C" are hereby consented to by Owner and shall not require consent by Owner pursuant to this Section. Owner shall reasonably cooperate with Crown in implementing the Property Restrictions by executing, acknowledging and recording all reasonable documents required for such Property Restrictions. Furthermore, subject to USEPA and/or NDEQ approval and to reasonable notice to Crown, Owner shall have the right to modify any such Property Restrictions at its sole cost and expense provided that such modification does not materially interfere with Crown's implementation of its responsibilities under the Order or this Agreement.

5. Owner's Right to Monitor, Review and Approve Major Phases.

A. Owner shall have the right to monitor, review and approve the major phases of Environmental Work, exclusive of documents which do not propose or reflect a decision by USEPA regarding the nature of the Environmental Work to be performed, such as progress reports and plans for operation and maintenance, health and safety and community relations (provided that they are immaterial to the Environmental Work), which approval shall not be unreasonably withheld, conditioned or delayed. In order to facilitate Owner's timely review and approval of the Environmental Work, Crown shall provide Owner with a draft of

each major scope of work, report, and public notice to be submitted to USEPA and/or NDEQ at least twenty (20) days before the date of submission.

B. Crown shall provide Owner with copies of any progress report simultaneously with filing same with USEPA and/or NDEQ.

6. Insurance.

Crown or Crown's Representatives must maintain comprehensive general liability (occurrence) insurance, pollution liability insurance and automobile liability insurance, each in an amount of not less than \$2,000,000.00, covering any accident arising by reason of the presence of Crown or Crown's Representatives on the Property for the purpose of undertaking the work and other activities contemplate in this Agreement and delivering a certificate of insurance (in form and substance reasonably satisfactory to Owner), naming Owner as an additional insured and verifying the existence of such coverage to Owner prior to entry upon the Property.

7. Remediation Funding Source.

Pursuant to Article XVIII of the Order, Crown is required to post financial assurance in an amount equal to a cost estimate for implementation of the Order, including all direct and indirect capital costs, operation and maintenance costs and any other costs attributable to the implementation of the requirements of the Order. In connection therewith, Crown shall continue to post an Irrevocable Letter of Credit, or cash, in an amount equal to the cost to implement the Order. Crown shall not substitute any other financial assurance mechanism for the Irrevocable Letter of Credit or cash without the approval of Owner.

8. Access Rights and Responsibilities:

A. Crown shall be solely liable for and shall pay the entire cost of all work, labor and materials in connection with the investigation, assessment and remediation of the Environmental Conditions. Without limitation of the foregoing, Crown shall cause all remedial equipment to be separately metered and Crown shall pay all utility charges related thereto directly to the applicable utility company(-ies).

B. Crown shall, at Crown's sole cost, repair any damage to the Property resulting from the Remediation Work undertaken by Crown or Crown's Representatives.

C. Crown shall conduct and shall cause Crown Representatives to conduct all physical activities on the Property authorized by this Agreement in a manner intended to minimize interference with and that does not unreasonably interfere with Owner's operation at the Property. Neither Owner nor its employees, contractors or agents shall unreasonably interfere with activities conducted by Crown or with equipment installed by Crown pursuant to this Agreement, including without limitation any equipment described in or necessary to implement the Report. Owner shall provide Crown with advance written notice of any construction activity it intends to conduct in areas of the Property that the Report or any future directives of USEPA or the State of Nebraska identifies as requiring remediation or that has the potential to interfere with, disturb or damage such equipment. Owner and Crown shall cooperate

in good faith to reduce any potential conflict between Crown's compliance with the Order and Owner's construction activities.

D. Promptly after performing any work hereunder, Crown shall at its expense, (1) repair or, replace or restore, as necessary, any improvements of the Owner which are located on or in the Property and damaged by Crown or its employees, contractors, invitees, representatives or agents and (2) at all times, protect the existing installations of the Owner which are located on or in the Property and (3) repair, replace or restore any portion of the Property (including, but not limited to, landscaping and grading) disrupted by the Environmental Work as near as practicable to substantially the same grade and condition that existed prior to such work.

E. Subject to the rights expressly granted to Crown herein, the Owner reserves to itself, its successors, assigns all rights and interests, together with all privileges incident and necessary thereto, to use, occupy and improve any part of the Property.

F. Crown's right hereunder to trim and/or cut and remove brush, trees, undergrowth and other obstructions shall be exercised only to the extent necessary in connection with the Environmental Work. Crown shall promptly remove from the Property such brush, trees and the like which are cut by Crown, and any construction or other materials or debris placed upon the Property and not required for the proper maintenance, repair, replacement or operation of the Environmental Work.

G. Except as set forth herein, nothing contained herein shall restrict Owner's right to develop or not develop the Property in Owner's sole and absolute discretion.

H. All activity authorized hereunder shall be strictly performed in compliance with all applicable federal, state and local laws, and regulations and ordinances of departments and agencies having jurisdiction thereof including, without limitation, environmental laws, and Crown shall remove mechanics, materialmen and other liens from the public record within thirty (30) days after such a lien has been filed against the Property; provided such liens are the result of the exercise by Crown or its contractors, employees, representatives, agents or other invitees of the activity authorized hereunder.

I. Any notice, approval, consent, bill, statement or other communication required or permitted to be given, answered or made by either party hereto to the other shall be in writing and shall be deemed to have been properly given or sent:

1. If intended for the Owner, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to the Owner, 1200 Liberty Ridge Drive, Suite 115, Wayne, Pennsylvania 19087, Attention: Alan S. Werther, Esquire, Principal.

2. If intended for Crown, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to Crown, One Crown Way, Philadelphia, Pennsylvania 19154-4599, Attention: Mr. Edward C. Kropp, Corporate Manager of Real Estate.

J. Each party may designate a different address to which any notice, demand, request or communication may hereafter be so given, served or sent, by notice to the other party. Each notice, demand, request or communication to be delivered to the Owner or Crown, in the manner aforesaid, shall be deemed sufficiently given, served or sent for all purposes hereunder at the time such notice, demand, request or communication is mailed or hand delivered as described in paragraph (J) above.

9. Indemnifications.

Owner hereby agrees to indemnify, defend and hold Crown harmless from and against all claims, demands, expenses, damages, judgments, penalties, fines, liabilities and losses of any kind, including without limitation reasonable attorneys' fees, arising out of a breach by Owner, its employees, contractors or agents of Owner's obligations pursuant to the terms of this Agreement. Crown hereby agrees to indemnify, defend and hold Owner, its lenders (if applicable), partners, members, officers, directors, employees and shareholders, and their respective successors, including, without limitation, successor owners of the Property, harmless from and against any and all claims, demands, expenses, damages, judgments, penalties, fines, liabilities and losses of any kind, including without limitation reasonable attorneys' fees, arising out of the Environmental Conditions, including without limitation in connection with (A) investigation and remediation of the Environmental Conditions or the cost thereof in accordance with applicable law, except to the extent activities conducted or permitted by Owner or its tenants or invitees subsequent to the date of this Agreement contribute to the Environmental Conditions, and (B) acts or omissions (where a duty to act exists) of Crown or Crown's Representatives occurring on the Property in connection with activities conducted pursuant to this Agreement, except to the extent any such claim, demand, expense, damage, judgment or liabilities is the result of Owner's negligence or the negligence of any agent, employee, contractor or tenant of Owner. The indemnifications hereunder shall survive indefinitely.

10. Successors/Assigns.

Owner's right to receive Crown's performance of its obligations hereunder, and all of the other benefits and obligations under this Agreement, shall be transferable to any successor in interest of the Owner. If, at any time after the date hereof the Property is subdivided into two or more parcels (each, a "Parcel"), then, with respect to each such Parcel, the references to "Owner" hereunder shall be deemed to refer to the legal owner of each such Parcel and may be enforceable by each such Owner with respect to its respective Parcel and be enforceable by Crown against such Owner with respect to its respective Parcel (provided, however, that the owner of any Parcel shall not have any liability hereunder on account of the actions of the owner of any other Parcel). The reference to any party hereto shall be deemed to include the successors and permitted assigns of such party. All conditions and all agreements herein set forth made by or on behalf of any party hereto shall bind and inure to the benefit of the respective successors and permitted assigns of such party. Unless required by law, this Agreement and rights granted herein shall not be assigned by Crown and any purported assignment shall be null and void and of no effect except to a corporate affiliate of Crown. However, Crown may retain environmental engineers, consultants and other vendors to carry out the Environmental Work, and these vendors shall have the same rights of access to the Property and to perform Environmental Work as has been granted to Crown, provided such vendors comply with the terms of this Agreement, and

further provided that Crown's indemnity in favor of Owner in Section 9 hereof shall extend to the actions or omissions of Crown's agents, representatives, engineers and consultants. This Agreement shall inure to the benefit of and be binding on the representatives, successors and assigns of Owner and Crown.

11. Cooperation.

The parties agree to cooperate to permit Crown to comply with its obligations under the Order and applicable laws and regulations. Owner shall provide all reasonable assistance requested by Crown in connection with Crown's Environmental Work provided that Crown shall reimburse Owner for its reasonably documented out-of-pocket costs and expenses associated with providing such assistance, including without limitation providing: (a) reasonable access to the Property to allow Crown to satisfactorily conduct the Environmental Work subject to the terms of this Agreement; (b) reasonable assistance in securing any required permits or approvals (including, without limitation, by holding in its name any such permit where necessary or appropriate). Crown shall store and handle all waste materials under its own name and generator identification number and in accordance with applicable laws and regulations.

12. Dispute Resolution.

A. It is the intent of the parties to use their respective reasonable best efforts to resolve expeditiously any dispute, controversy or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, any party involved in a dispute, controversy or claim may deliver a notice (an "Escalation Notice") demanding an in person meeting involving representatives of the parties at a senior level of management of the parties (or if the parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of each party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the parties may be established by the parties from time to time; provided, however, that the parties shall use their reasonable best efforts to meet within 30 days of the Escalation Notice.

B. If the Escalation Notice does not lead to a resolution of the dispute within thirty (30) days then the parties shall submit the dispute to a mutually agreeable neutral third-party professional environmental consultant who is a licensed professional engineer with at least 15 years of professional experience managing RCRA corrective action sites. The written decision of the neutral third-party environmental consultant shall be binding on the parties with no right of appeal. Costs of the arbitration shall be borne equally by the parties involved in the matter, except that each party shall be responsible for its own expenses. All defenses based on passage of time shall be tolled during the mediation.

13. No Tenancy Interest/No Partnership.

The right of access conferred by this Agreement shall not be construed as any form of tenancy interest, operator interest, or other type of interest in, or of control of the Property. This Agreement shall not be construed as creating a partnership between Owner and Crown, nor to create any form of legal association which would impose liability upon one of them for the act, or failure to act, of the other.

14. Entire Agreement.

The Agreement is the complete and exclusive statement of the terms and conditions concerning the subject of access, notwithstanding any representations or statements to the contrary heretofore made.

15. Modifications in Writing.

Any modification to this Agreement shall be in writing, executed by authorized representatives of Owner and Crown, and shall specifically state that it is a modification. This provision cannot be waived orally.

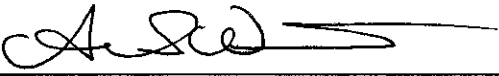
16. Counterparts.

This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

OWNER:

PATRIOT 72ND STREET, LLC
a Delaware limited liability company


By: 

Name: **Alan S. Werther**
Title: **Exec. Vice President**

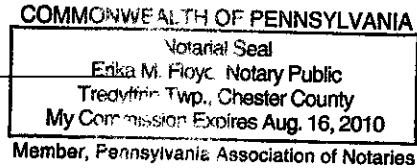
State of Pennsylvania)
County of Chester) ss.

On this 24th day of January, 2007, before me a Notary Public, duly commissioned and qualified in said County and State, personally appeared Alan S. Werther of PATRIOT 72ND STREET, LLC, a Delaware limited liability company, to me personally known to be the Executive Vice President of said limited liability company and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 24th day of January, 2007


Notary Public

My commission expires: _____



CROWN:

CROWN CORK & SEAL USA, INC.

By: Edward C. Kropp

Name: Edward C. Kropp

Title: Corporate Manager of Real Estate

State of Pennsylvania)
County of Philadelphia) ss.

On this 24th day of January, 2007, before me a Notary Public, duly commissioned and qualified in said County and State, personally appeared EDWARD C. KROPP, of CROWN CORK & SEAL USA, INC., a Delaware corporation, to me personally known to be the CORPORATE MGR OF REAL ESTATE of said corporation and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 24th day of January, 2007

Barbara A. Borghise
Notary Public
My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BARBARA A. BORGHISE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 17, 2009

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The following described real estate (as defined in Neb. Rev. Stat. 76-201) in Douglas County, Omaha, Nebraska:

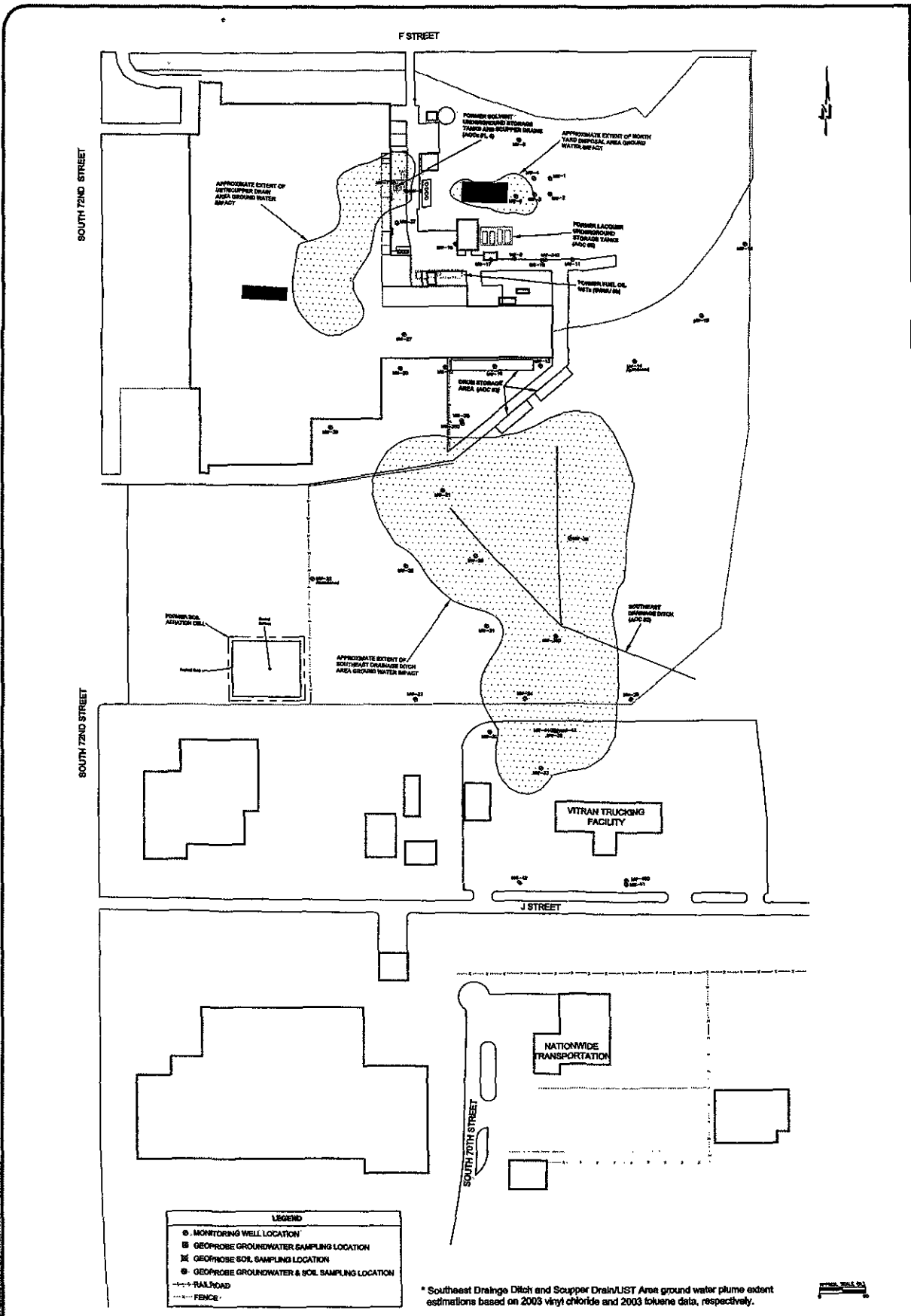
That part of the Northwest quarter of the Northwest quarter of Section 1, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of the Northwest quarter of said Section 1; thence South 00 degrees 00' 00" East (assumed bearing) for 74.56 feet along said West line of said Northwest quarter; thence North 90 degrees 00' 00" East for 42.00 feet to the East right-of-way line of 72nd Street and the True Point of Beginning; thence North 22 degrees 32' 21" East for 23.92 feet along the Easterly right-of-way line of 72nd Street to the South right-of-way line of the railroad; thence (the next seven courses are along the South right-of-way line of the railroad; thence (the next seven courses are along the South right-of-way line of the railroad) (1) North 89 degrees 57' 23" East for 543.82 feet; thence (2) along a curve to the right (having a radius of 328.27 feet and a long chord bearing South 79 degrees 03' 37" East for 125.09 feet) for an arc distance of 125.86 feet; thence (3) South 68 degrees 04' 37" East for 100.70 feet; thence (4) along a curve to the left (having a radius of 348.27 feet and a long chord bearing North 89 degrees 45' 38" East for 262.76 feet) for an arc distance of 269.43 feet; thence (5) South 37 degrees 30' 07" East for 21.60 feet; thence (6) along a curve to the left (having a radius of 329.62 feet and a long chord bearing North 60 degrees 38' 38" East for 21.33 feet) for an arc distance of 21.33 feet; thence (7) North 48 degrees 47' 23" East for 128.00 feet to the South right-of-way line of "F" Street; thence North 89 degrees 57' 20" East for 118.34 feet along said South right-of-way line; thence South 00 degrees 01' 37" East for 664.91 feet; thence South 08 degrees 36' 07" West for 466.50 feet; thence South 50 degrees 17' 12" West for 233.92 feet; thence North 89 degrees 56' 35" West for 1026.86 feet to the East right-of-way line of 72nd Street; thence North 00 degrees 00' 00" East for 1231.52 feet along said East right-of-way to the True Point of Beginning.

EXHIBIT B

PLAN SHOWING LOCATION OF REMEDIATION AREAS

[see next page]



ENVIRON
 5401 Veterans Memorial Parkway, St. Peters, MO 63376

Approximate Ground Water Impact
 Crown Cork and Seal, Inc.
 Omaha, Nebraska

Figure
8a

Drafter: JBP Date: 10/29/02 Contract Number: 21-9185A Approved: Revised: 08/05/04

EXHIBIT "C"

RESTRICTIONS

1. Prohibition of use of groundwater at the Property.
2. Prohibition of use of the Property for residential purposes.
3. Prohibition of excavation or other disturbance of contaminated soils and sediments that exceed risk-based screening levels (RBSLs) at the North Yard Disposal Area, Scupper Drain/Underground Storage Tank ("UST") Area, and Southeast Drainage Ditch Area, as depicted by the RCRA Facility Investigation in the Comprehensive Current Conditions Report, dated August 2004 prepared by ENVIRON International Corporation on behalf of Seller, unless appropriate health & safety procedures are employed when disturbing such soils and sediments.
4. Construction of any new structures or equipment that would compromise the integrity of any impermeable caps maintained at the Property over contaminated soils exceeding RBSLs at the North Yard Disposal Area and Scupper Drain/UST Area (including the building floor where there is underlying soils that exceed RBSLs), in order to prevent disturbance of or infiltration of water into such soils as part of the final remedy implemented to complete the RCRA Corrective Action shall not occur, unless appropriate health & safety procedures are employed when disturbing such soils and proper measures are implemented to restore the integrity of the caps.

Marliss Oetken

From: Marliss Oetken
Sent: Friday, February 09, 2007 8:40 AM
To: 'Katherine Salaam'
Subject: RE: Crown Patriot

Katherine: The Register of Deeds would not file the documents when we first sent them to their office, however we did get them filed just recently. I checked with the abstractor in Douglas County and he has not been able to get the search completed showing the filing of the deed to Patriot because of some problems they are having with their computer system. The Register of Deeds has indicated that the problem should be fix today and hopefully he can get the search to us later today or on Monday. You should have the commitment not later than Tuesday. I will keep you posted. Sorry for the delay.

Marliss

From: Katherine Salaam [mailto:KSalaam@landservicesusa.com]
Sent: Friday, February 09, 2007 8:03 AM
To: Marliss Oetken
Subject: Crown Patriot
Importance: High

Please advise on status of the updated commitment, need as soon as possible, thanks

Katherine Salaam
Commercial Escrow Officer
Land Services USA, Inc.
Two Logan Square
18th & Arch Streets Suite 1101
Philadelphia, PA 19103
Direct Dial: 215-255-8983
Fax No. 215-568-8219
Email: ksalaam@landservicesusa.com