

# Old Republic National Title Insurance Company

## Schedule A ALTA COMMITMENT

File No. 23957C-17

1. Commitment Date: **April 19, 2017 at 8:00am**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount:  
Premium:

Proposed Insured:

(b) 2006 ALTA Loan Policy

Proposed Policy Amount: **\$24,000,000.00**  
Premium: **\$24,695.00**

Proposed Insured: **SFC Bank, it's successors and/or assigns as their interests may appear**

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

NE Insured Closing Letter Endorsement

Premium \$25.00

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**Vecino Natural Bridge, LLC, a Missouri limited liability company** [Vesting Deed](#)

5. The Land is described as follows:

**SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION**

Issued through the Office of:

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



Authorized Signatory

*This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

**EXHIBIT "A"**

**Parcel A:**

**Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.**

**Except that part thereof taken by the City of Omaha and more particularly described as follows:**

**Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.**

**And except that part thereof conveyed to the City of Omaha described as follows:**

**Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.**

**Parcel B:**

**Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.**

**Except that part thereof conveyed to the City of Omaha described as follows:**

**Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.**

**Parcel C:**

**Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of IZARD Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.**

**Except that part thereof conveyed to the City of Omaha described as follows:**

**Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of IZARD Street; thence West 6.00 feet along said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.**

**Parcel D:**

**Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.**

**Except that part thereof conveyed to the City of Omaha described as follows:**

**Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.**

**Parcel E:**

**Lot 1, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, together with the North ½ of vacated alley adjoining on the South.**

**Parcel F:**

**The South 13 inches of Lot 2, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, together with the East ½ of vacated alley adjoining on the West.**

**Parcel G:**

**The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.**

# Old Republic National Title Insurance Company

## Schedule B - I ALTA COMMITMENT

File No. 23957C-17

### REQUIREMENTS

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Construction Deed of Trust from Vecino Natural Bridge, LLC, a Missouri limited liability company, executed by its authorized manager, member or officer(s) in accordance with its articles of organization, operating agreement and any amendments thereto, in favor of SFC Bank, **securing a specific stated amount or maximum indebtedness.** (NOTE: If the loan document to be recorded is a Deed of Trust/Trust Deed, the Revised Statutes of Nebraska Section 76-1003 state that the Trustee of a trust deed shall be: (a) a member of the Nebraska State Bar Association or a licensed real estate broker of Nebraska; (b) any bank, building and loan association, savings and loan association or credit union authorized to do business in Nebraska under the laws of Nebraska or the United States; (c) any corporation authorized to conduct a trust business in Nebraska under the laws of Nebraska or the United States; or, (d) any title insurer authorized to do business in Nebraska under the laws of Nebraska; and, the trustee of a trust deed shall not be the beneficiary named in the trust deed unless the beneficiary is qualified to be a trustee under subdivisions (b) or (c) above. If a non-qualified trustee is named in the Deed of Trust/Trust Deed, appropriate exception will be made thereto in the final loan policy to be issued hereunder.) Note: Said Deed of Trust must recite on its face that it is to be construed as a "Construction Security Agreement" under Nebraska law.
  - b. Notice of Commencement must be recorded immediately after the construction loan documents.
5. A complete copy of the Articles of Organization, the Operating Agreement and any amendments thereto for Vecino Natural Bridge, LLC, a Missouri limited liability company, must be furnished to this Company for our review. NOTE: The Company hereby reserves the right to make further requirements as may be necessary after review of the said documents. Note: Title Company has received copies of the Articles and Operating Agreement.
6. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of Vecino Natural Bridge, LLC, a Missouri limited liability company with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
7. Execution of the Affidavit Regarding Owner by the titleholder.

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

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

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# Old Republic National Title Insurance Company

## Schedule B - II ALTA COMMITMENT

File No. 23957C-17

### EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEC SEXUAL ORIENTATION, GENDER INDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, encumbrances, violations or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land, which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the public records.

### Special Exceptions:

6. General taxes assessed under Tax Key No. 2826 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$2,172.72, first installment is paid, second installment is due and will becomes delinquent August 1, 2017. NOTE: In its legal description, this tax key number does not include the ½ vacated alley adjoining Lots 7 & 8, Block 183½ on the North. The alley is taxed as part of Parcel E. (Parcel A)

General taxes assessed under Tax Key No. 2878 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$14,791.02, first installment is paid, second installment is due and will becomes delinquent August 1, 2017. (Parcel B)

General taxes assessed under Tax Key No. 2879 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$3,909.64, first installment is paid, second installment is due and will becomes delinquent August 1, 2017. (Parcel C)

General taxes assessed under Tax Key No. 2880 0000 03 for the year 2016 payable in the year 2017 levied in the amount of \$1,742.40, first installment is paid, second installment is due and will becomes delinquent August 1, 2017. (Parcel D)

General taxes assessed under Tax Key No. 0316 0000 14 for the year 2016 payable in the year 2017 levied in the amount of \$4,313.06, first installment is paid, second installment is due and will becomes delinquent August 1, 2017. NOTE: In its legal description, this tax key number also includes the ½ vacated alley adjoining Lots 7 & 8, Block 183½ on the North. NOTE: In its legal description, this tax key includes a vacated alley adjoining on the West for which we find no vacation. (Parcel E)

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General taxes assessed under Tax Key No. 0317 0000 14 for the year 2016 payable in the year 2017 levied in the amount of \$6.46, first installment is paid, second installment is due and will become delinquent August 1, 2017. (Parcel F)

General taxes assessed under Tax Key No. 0336 0000 14 for the year 2016 payable in the year 2017 levied in the amount of \$141.64, first installment is paid, second installment is due and will become delinquent August 1, 2017. NOTE: In its legal description, this tax key includes a vacated alley adjoining on the East for which we find no vacation. (Parcel G)

The lien of the second half of the general taxes for 2016, due December 31, 2016 and payable in 2017, 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.

7. Easements reserved by Ordinance No. 16637 recorded August 31, 1950 in [Book 255 at Page 350](#) of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in the vacated alley; and reserves the right to authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of the vacated alley between **Parcels A and E**.
  - a. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as [Instrument No. 2016079902](#) of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance.
  - b. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as [Instrument No. 2017006274](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.
  - c. Disclaimer and Release dated October 10, 2016 and recorded January 26, 2017 as [Instrument No. 2017006677](#) of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its rights reserved by the above referenced Ordinance.
  - d. Disclaimer and Release dated October 12, 2016 and recorded January 26, 2017 as [Instrument No. 2017006678](#) of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.
8. Easements reserved by Ordinance No. 16636 recorded August 31, 1950 in [Book 255 at Page 373](#) of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in a portion of vacated Nicholas Street; and reserves the right to authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of vacated Nicholas Street comprising a portion of **Parcel A**.
  - a. Amended Ordinance No. 16675 recorded November 15, 1950 in [Book 257 at Page 523](#) of the Miscellaneous Records of Douglas County, Nebraska.
  - b. Release of Sewer Easements approved and executed September 23, 2016 and recorded September 27, 2016 as [Instrument No. 2016079902](#) of the Records of Douglas County, Nebraska, wherein the City of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
  - c. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as [Instrument No. 2017006273](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance and Amended Ordinance.
9. Easements reserved by Ordinance No. 30998 recorded July 3, 1986 in [Book 780 at Page 105](#) of the Miscellaneous Records of Douglas County, Nebraska, in favor of Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of the vacated alley; and reserves the right of the Union Pacific Railroad Company to operate, maintain and repair trackage existing or other trackage within that portion of the vacated alley comprising portions of **Parcels B and C**.
  - a. Disclaimer and Release dated October 10, 2016 and recorded January 11, 2017 as [Instrument No. 2017002814](#) of the Records of Douglas County, Nebraska, wherein Omaha Public Power District releases its

rights reserved by the above referenced Ordinance.

b. Disclaimer and Release dated October 12, 2016 and recorded January 11, 2017 as [Instrument No. 2017002815](#) of the Records of Douglas County, Nebraska, wherein Cox Communications Inc. releases its rights reserved by the above referenced Ordinance.

c. Partial Release of Platted Utility Easement dated November 28, 2016 and recorded January 11, 2017 as [Instrument No. 2017002816](#) of the Records of Douglas County, Nebraska, wherein Qwest Corporation d/b/a Century Link QC. releases its rights acquired by the above referenced Ordinance.

d. Release of Easement dated September 26, 2016 and recorded January 11, 2017 as [Instrument No. 2017002819](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.

10. Easements reserved by Ordinance No. 19337 recorded September 4, 1957 in [Book 324 at Page 174](#) of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in the vacated alley; and reserves the right to authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of the vacated alley comprising a portion of **Parcel F**.

a. Release of Easement dated September 26, 2016 and recorded January 11, 2017 as [Instrument No. 2017002818](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.

b. Release of Easement dated January 23, 2017 and recorded January 25, 2017 as [Instrument No. 2017006275](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.

11. Easements reserved by Ordinance No. 19337 recorded December 31, 1957 in [Book 327 at Page 421](#) of the Miscellaneous Records of Douglas County, Nebraska, in favor of the City of Omaha to maintain, operate and repair sewers now existing and in the future to construct, maintain and repair additional or other sewers in the vacated alley; and reserves the right to authorize Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain and repair utility facilities above, on and below the surface of that portion of the vacated alley comprising a portion of **Parcel F**.

a. Release of Easement dated September 26, 2016 and recorded January 11, 2017 as [Instrument No. 2017002817](#) of the Records of Douglas County, Nebraska, wherein Metropolitan Utilities District of Omaha releases its rights reserved by the above referenced Ordinance.

12. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc. , L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals overhead power line crossing Parcel A without benefit of an easement.

13. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc. , L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located on Parcel B encroaches into the 20th Street Right-of-Way.

14. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc. , L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located in the Westerly portion of Parcel C encroaches into the 20th Street Right-of-Way and the building located in the Easterly portion of Parcel C encroaches into the 19th Street Right-of-Way.

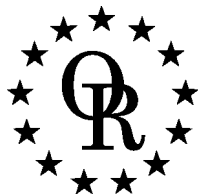
15. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc. , L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the chain link fence encroaching over the Northerly boundary of Parcel D into the Nicholas Street Right-of-Way, over the Southerly boundary of Parcel D into the adjoining alley, and over the Easterly boundary of Parcel D into the 18th Street Right-of-Way.

16. ALTA/NSPS Land Title Survey prepared by James D. Warner, Nebraska Registered Land Surveyor of Thompson, Dreessen & Dorner, Inc. , L.S. No. 308, dated August 12, 2016, designated as 1155-16-3(AL), reveals the building located on Parcels E and F encroaches over the Northerly boundary of Parcel F on the adjoining property.

17. Subject to any and all unrecorded leases, contracts, and or verbal agreements.



# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of:

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

### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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

Authorized Signatory

By

President

Attest

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	<b>Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.</b>

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Other Important Information

**Oregon residents only:** We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

# **TitleCore National, LLC**

## **Privacy Policy Notice**

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

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

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

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

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

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

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

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

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

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

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