

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

### *First American Title Insurance Company*

FIRST AMERICAN TITLE INSURANCE COMPANY, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent indorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.


IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



*First American Title Insurance Company*

BY  PRESIDENT

ATTEST  SECRETARY

BY  COUNTERSIGNED  
d/b/a BLAIR ABSTRACT AND TITLE COMPANY

**SCHEDULE A**

Premium - Owners Policy  
Reissue Rate \$379.50

1. Effective Date: October 29, 1986, at 8:30  
o'clock, A. M.

Commitment No: AMT-55

2. Policy or Policies to be issued:	Amount
(a) <input checked="" type="checkbox"/> ALTA Owner's Policy	\$ 225,000.00

Proposed Insured: MISSOURI RIVER FARMS, INC., a Nebraska Corporation.

(b) <input type="checkbox"/> ALTA Loan Policy	\$
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Proposed Insured:

(c) <input type="checkbox"/>	\$
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3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

BUNGE CORPORATION (Book 144, Pages 672-674)

4. The land referred to in this commitment is

Tax Lot 2 and Tax Lot 167 in Section 7; Tax Lot 19 in Section 8; Tax Lot 18 in Section 17; and Tax Lot 28 in Section 18, all in Township 18 North, Range 12, East of the 6th P. M., Washington County, Nebraska.

**SCHEDULE B - Section 1**  
**Requirements**

No. AMT-55

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Need Deed from Bunge Corporation, as Seller, to Missouri River Farms, Inc., a Nebraska Corporation, as Buyer, conveying the property described in Schedule A, Item 4; said deed to be filed for record.

**SCHEDULE B — Section 2**  
**Exceptions**

No. AMT-55

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

**SPECIAL EXCEPTIONS:** Those exceptions to title disclosed by a search of the title for which no coverage is provided by this commitment.

8. **TAXES:** 1985 and all prior taxes shown paid in full for the following amounts:  
Tax Lot 167 in 7-18-12 - \$615.04  
Tax Lot 2 in 7-18-12 - \$555.64  
Tax Lot 19 in 8-18-12 - \$415.68  
Tax Lot 18 in 17-18-12 - \$661.88  
Tax Lot 28 in 18-18-12 - \$1,014.00
9. **TRANSMISSION LINE EASEMENT** -to- Omaha Public Power District, dated November 22, 1968, recorded January 20, 1969 in Book T, Pages 133-134; records of Washington County, Nebraska.
10. **RIGHT OF WAY AGREEMENT** -to- Magnolia Pipe Line Company, dated November 30, 1959, recorded January 14, 1960 in Book Q, Page 349-355; records of Washington County, Nebraska. Partially released by Partial release of right of way dated January 31, 1975, recorded April 10, 1975 in Book Y, Page 142; records of Washington County, Nebraska.
11. **CONVEYANCE AND ASSIGNMENT** -to- Williams Brothers Pipe Line Company, dated March 15, 1966, recorded April 4, 1966 in Book R, Pages 467-475; records of Washington County, Nebraska. Partially released by partial release of right of way dated January 31, 1975, recorded April 10, 1975 in Book Y, Page 142; records of Washington County, Nebraska.

Exceptions numbered \_\_\_\_\_ are hereby omitted.

CONTINUATION SHEET - Schedule B, Section 2  
AMT-55

12. EASEMENT -to- Urban Behrans, Gertrude Behrans, Arnold Behrans and Maxine Behrans, dated August 4, 1966, recorded November 1, 1966 in Book R, Page 645; and Determination of Partial Location of Easement dated February 24, 1984, recorded February 24, 1984 in Book 144 at Page 668; records of Washington County, Nebraska.
13. EASEMENT -to- Bunge Corporation, dated February 24, 1984, recorded February 24, 1984 in Book 144, Page 671; records of Washington County, Nebraska.
14. EASEMENTS reserved in Warranty Deed executed by Marymaude Bedford Hanson and Howard C. Hanson, Jr., husband and wife, dated February 24, 1984, recorded February 24, 1984 in Book 144, Page 672; records of Washington County, Nebraska. ASSIGNMENT OF EASEMENT dated February 7, 1986, recorded February 11, 1986 in Record Book 156, Page 341 in which Marymaude Bedford Hanson, Single, assigns her right, title and interest in and to said easement unto Omaha National Bank, Omaha, Nebraska.
15. CITY OF BLAIR ZONING REGULATIONS and all amendments thereto. All of this property falls within the two-mile jurisdiction of the City of Blair.
16. RESOLUTION dated May 12, 1981, recorded May 13, 1981 in Record Book 132, Page 119. Resolution by the Board of Supervisors of Washington County, Nebraska designating subject property an industrial area pursuant to Section 19-2501 R.R.S., Neb., 1943, as amended.

## COMMITMENT

### Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate of interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this Commitment.