



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY 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.

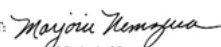
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a California 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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ALTA Commitment for Title Insurance (7-1-21) w-NE Mod w-CPL

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

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Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Russell Title & Escrow Co.
 Issuing Office: 702 South D Street, P. O. Box 442, Broken Bow, NE 68822

Owners Policy	\$ 150.00
CPL	\$ 25.00
TOTAL	\$ 175.00

Issuing Office's ALTA® Registry ID: 1115134
 Commitment No.: 14612
 Issuing Office File No.: 14612
 Property Address: Rural Custer County, Callaway, NE 68825

SCHEDULE A

1. Commitment Date: October 6, 2025 at 03:00 PM
2. Policy to be issued:

- a. ALTA Owner's Policy (2021)
 - Proposed Insured: To Be Determined at Auction
 - Proposed Amount of Insurance: \$1.11
 - Premium: \$150.00
 - The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Peggy L. Neth, who acquired title by Personal Representative's Deed dated January 22, 2019, and Warranty Deed dated May 7, 2019, in which such persons are described as holding title in the following manner:

Peggy L. Neth.

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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SCHEDULE A

(Continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



BY: _____
Russell Title & Escrow Co., Title Agent

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SCHEDULE B, PART I - 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.
5. We must be furnished Affidavit(s) in regard to bills and rights of others by buyer(s) and seller(s) in the form provided by the company. This commitment is subject to such matters as may be disclosed by said Affidavit(s).
6. Real Estate Taxes: The 2024 Real Estate Taxes are shown as paid (Tax ID#49000 - \$967.40). For Informational Purposes Only.
7. We must be furnished the name of the Purchaser(s) and records must be checked in the courthouse regarding the same. This commitment is subject to such additional exceptions and requirements as may then be necessary.
8. You must inform this company, in writing, the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
10. Proper and sufficient Warranty Deed from Peggy L. Neth and spouse (if married), vesting fee simple title to the real estate described on Schedule A in To Be Determined at Auction, must be filed of record.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 created, attached, or is disclosed between 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. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

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

7. Easements, or claims of easements in any portion of the land lying within any highway, road, street, or other ways not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

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

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SCHEDULE B – PART II

(Continued)

9. Real Estate Taxes for 2025 and all subsequent taxes and assessments (Tax ID#49000). For Informational Purposes Only.
10. Attention is directed to the fact that this commitment does not insure title to the personal property on proposed insured premises. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for financing statements and/or security agreements filed with the County Clerk, or Uniform Commercial Code Office of the Secretary of State.
11. This commitment or the policy to be issued in furtherance thereof does not insure the right to maintain any boundary wall or fence located beyond the subject property.
12. Policy will be issued subject to the above exceptions and to any liens, encumbrances or instruments that may be place of record subsequent to the effective date of this title commitment.
13. Coverage extends only to filings in the records of the Register of Deeds, Treasurer, and Courts of Custer County. Search was not made of filings in the Central Filing Office of the Secretary of State of Nebraska, and any filings in that office are not covered by this commitment.
14. No coverage is provided for municipal code compliance matters and fees, including, but not limited to, utilities, water or sewer services, or fees for tree, weed, grass and snow or garbage removal, police boarding, vacant building registration and zoning.
15. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Except the coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
17. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage or acreage of the land.
18. Unpatented mining claims, reservations or exceptions in patents, or any act authorizing the issuance thereof, water rights, claims or title to water.
19. Liens, if any, on the growing crops on the land.
20. Consequences of the inability to locate the boundaries of the land and any disagreement regarding the location of said boundaries by reason of the past or future relocation or removal of the fence referenced as a boundary.

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SCHEDULE B – PART II

(Continued)

21. NOTE: The final policy when issued will contain the following notice to the Insured: Water rights with regard to irrigated acres are controlled and transferred by the applicable Natural Resource District. This policy does not insure any rights with regard to the number of certified or irrigated acres or any rights with regard to water.
22. Subject to the rights of the public and others thereto in and to the use of that portion of the property within the bounds of any roads or highways, whether by easement or fee title.
23. Tenancy rights or written leases of persons in possession of the premises in question, not shown of public record.
24. Subject to rights of tenant(s) in possession.
25. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.
26. Rights or claims of parties under unrecorded leases.
27. Warranty Deed dated January 7, 1952, recorded Janry 2, 1953, in Book 130, Page 521 of the Records of the Register of Deeds of Custer County, Nebraska, wherein fifty percent (50%) of all mineral rights to said real estate is reserved therein by the Grantors.
28. Permanent Easement for Storage to the County of Custer dated March 16, 1981, recorded March 18, 1981, in Book 69, Page 172 of the Records of the Register of Deeds of Custer County, Nebraska.
29. Terms and conditions of any unrecorded Agreement.

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EXHIBIT A

The Land is described as follows:

The Northwest Quarter (NW¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-one (21) West of the 6th P.M., Custer County, Nebraska.

EXCEPT Lot One (1) Irregular tract in part of Government Lot Five (5) in Section Six (6), Township Fifteen (15) North, Range Twenty-one (21) West of the 6th P.M., Custer County, Nebraska, and more particularly described as follows: Beginning at the Southwest corner of Government Lot 5; thence Easterly on the South line of said Government Lot 5, on an assumed bearing of N89°34'06"E, a distance of 988.6 feet; thence N89°08'58"W, a distance of 891.8 feet; thence S88°44'44"W, a distance of 988.77 feet to the West line of said Government Lot 5; thence S00°08'58"E, a distance of 877.6 feet to the point of beginning.

EXCEPT that part of the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-one (21) West of the 6th P.M., Custer County, Nebraska, lying South of Road No. 811, a/k/a Ryno Road.



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the Commitment to which this Letter is attached and is directed solely to those person(s) and/or entities identified as a Proposed Insured in the Commitment.

For the purposes of this Letter, the following terms have the following meanings:

1. Date: Commitment Date in the Commitment
2. Settlement Agent or Approved Attorney: Settlement Agent or Approved Attorney countersigning the Commitment
3. Lender: Lender identified as a Proposed Insured in the Commitment
4. File No.: File No. identified in the Commitment
5. Buyer(s)/Borrower(s): Buyer/Borrower identified as a Proposed Insured in the Commitment
6. Property Address: Property Address, if any, identified in the Commitment
7. Loan No.: Loan No., if any, identified in the Commitment

To Whom It May Concern:

In consideration of Your acceptance of this letter, Fidelity National Title Insurance Company (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the referenced real estate transaction (the "Real Estate Transaction") conducted by the Settlement Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy for Your protection in connection with the Real Estate Transaction;
2. You are to be:
 - (a) a lender secured by or a borrower on the Insured Mortgage on the Title to the Land; or
 - (b) a purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the Settlement Agent or Approved Attorney for the Real Estate Transaction does not exceed \$5,000,000; and
4. Your loss is solely caused by:
 - (a) Failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions when agreed to by the Settlement Agent or Approved Attorney to the extent that they relate to the status of the Title to the Land or the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land; or
 - (b) Theft by the Settlement Agent or Approved Attorney in handling of Your Funds in connection with the closing to the extent that the theft relates to the status of the Title to the Land or to the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - (a) "Commitment" means the Company's written contractual agreement to issue the Policy.
 - (b) "Funds" means the money received by the Settlement Agent or Approved Attorney for the Real Estate Transaction.

- (c) "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - (d) "You" or "Your" means:
 - (i) the Addressee of this letter; and
 - (ii) subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (A) the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (B) the warehouse lender in connection with the Insured Mortgage.
 - (e) "Indebtedness", "Insured Mortgage", "Knowledge" or "Known", "Land", and "Title" have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company is not liable under this letter for any loss arising from any:
- (a) failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title insurance protection;
 - (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3.(c) does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Policy;
 - (d) defect, lien, encumbrance, adverse claim or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3.(d) does not modify or limit Your coverage in the Policy;
 - (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - (f) fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Settlement Agent or Approved Attorney;
 - (g) settlement or release of any claim by You without the Company's written consent;
 - (h) matters created, suffered, assumed, agreed to, or Known by You;
 - (i) failure of the Settlement Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3.(i) does not modify or limit Your coverage in the Policy;
 - (j) Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law, or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land; (m) Settlement Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3.(n) does not modify or limit:
 - (i) Your coverage in the Policy; or
 - (ii) indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the Settlement Agent or Approved Attorney in handling Your Funds or documents in connection with the

closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.

4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
5. When the Company indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. The Company's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
6. The Company's liability for loss under this letter does not exceed the least of:
 - (a) the amount of Your Funds;
 - (b) the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - (c) the value of the lien of the Insured Mortgage;
 - (d) the value of the Title to the Land insured or to be insured under the Policy at the time written notice of a claim is made under this letter; or
 - (e) the amount stated in Requirement 3.
7. The Company is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, or lessee.
8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Policy.
9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. Except as otherwise provided in Section 44-1993(8)(a), the Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Except as otherwise provided in Section 44-1993(8)(a), the Company is not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
10. Except as otherwise provided in Section 44-1993(8)(a), the Company is not liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to the Company.
11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter is reduced to the extent of the prejudice.
12. When requested by the Company, You, at the Company's expense, must:
 - (a) give the Company all reasonable aid in;
 - (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and
 - (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to enable the Company's investigation and determination of its liability under this letter;
 - (b) deliver to the Company all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - (c) submit to examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.

13. The Company is not liable under this letter if:
- (a) the Real Estate Transaction has not closed within one year from the Date of this letter; or
 - (b) at any time after the Date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate closings which take place in the State of Nebraska, and any court must apply the law of that state to interpret and enforce the terms of this letter. The court must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having jurisdiction.
15. There is no right for any claim under this letter to be arbitrated or litigated on a class action basis.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney.