# ALTA COMMITMENT FOR TITLE INSURANCE issued by First American 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 EXTRACONTRACTUAL 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, **First American Title Insurance Company, a Nebraska 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.

By:

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

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Kenneth D. DeGiorgio, President

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Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 I-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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# COMMITMENT FOR TITLE INSURANCE

Issued by

# First American Title Insurance Company

By its Agent: Nebraska Title Company 629 Court Street, Beatrice, Nebraska 68310 402-228-2233

Transaction Identification Data for reference only, for which the Company assumes no liability as set forth in Commitment Condition 5.e:				
Title Officer:	Dianne Zimmerman	File No.:	0332672	
Escrow Officer		Revision No.:		
Property Address:	, NE,	Customer File No.:		

# SCHEDULE A

- 1. Commitment Date: September 9, 2024, at 8:00 am
- 2. Policy to be Issued:
  - (a) 2021 ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4

Proposed Policy Amount:	\$5,000.00
Premium Amount:	\$150.00

(b) Endorsements to be issued:

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: <u>Don G. Bluhm, Co-Successor Trustee, Carol J. Holste, Co-Successor Trustee, and Janice K. Seymour,</u> <u>Co-Successor Trustee, of the Bluhm Family Trust, under agreement dated July 9, 1998</u>
- 5. The Land is described as follows:

The West Half of the Southeast Quarter and the East Half of the Southwest Quarter, all located in Section 36, Township 1 North, Range 5 East of the 6th P.M., Gage County, Nebraska

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Countersigned Nebraska Title Company

By

Authorized Officer or Licensed Agent

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# COMMITMENT FOR TITLE INSURANCE Issued by First American Title Insurance Company By its Agent: Nebraska Title Company 629 Court Street, Beatrice, Nebraska 68310 402-228-2233

# 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.
- 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.

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

- 5. Trustee's Deed from Don G. Bluhm, Carol J. Holste, and Janice K. Seymour, Co-Successor Trustees, of the Bluhm Family Trust, under agreement dated July 9, 1998, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4.
- 6. A Certification of Trust executed by the Trustee(s) of the Bluhm Family Trust, under agreement dated July 9, 1998 must be furnished to the Company.
- 7. Fully executed Owner's Affidavit and Indemnification by the Seller(s).

# **INFORMATIONAL NOTE:**

The Land may be subject to a tax credit under the Nebraska Property Tax Credit Act, Nebraska Rev. St. 77-4209 to 77-4212. If we are requested to provide settlement services and it is the intent of the parties to use a basis for tax proration adjustment or for reimbursement that is other than as set forth in the real estate contract between seller and buyer, we must be furnished mutual written instructions prior to the date of settlement. We will assume no liability or responsibility for readjustment of tax prorations or for reimbursements after the date of settlement.

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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 reforenced 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 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 created, attaches, 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. Easements, or claims of parties in possession not shown by the Public Records.
- 4. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes or special assessments, if any, not shown as existing liens by the Public Records
- 7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 8. The lien of the General Taxes for the year 2024, and thereafter.

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General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

9. Parcel ID Number <u>001984000</u>:

2022 General Real Estate Taxes, - Paid. 2023 General Real Estate Taxes, \$6,557.44 - Paid.

2023 Taxes due and payable December 31, 2023; First Half Delinquent May 1, 2024; Second Half Delinquent September 1, 2024.

- 10. Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.
- 11. Unpaid Water Bills, if any.
- 12. Rights of the public, the United States of America, the State of Nebraska and/or Gage County in and to any portion of land taken or used for highways, roads, streets or alleys whether by easement or fee title.
- 13. Rights or claims of tenants under unrecorded leases, if any, as tenants only.
- 14. Easement and Right of Way as evidenced by Report of Appraisers recorded July 3, 1951 in <u>Book W, Page</u> <u>654</u>; records of Gage County, Nebraska.
- 15. Ratification and Assignment from Enron Gas Processing Company, formerly Northern Gas Products Company, to Enron Liquids Pipeline Company, formerly Hydrocarbon Transportation, Inc., recorded August 5, 1992, in <u>Book 74, Page 544</u>; Conveyance, Assignment and Bill of Sale (North System) from Enron Liquids Pipeline Company, etal. to Enron Liquids Pipeline Operating Limited Partnership recorded August 5, 1992, in <u>Book 238, Page 351</u>; Conveyance and Assignment of Easements to ONEOK Partners Intermediate Limited Partnership recorded October 11, 2007 as <u>Inst. No. 2007-3936</u>; records of Gage County, Nebraska. (NOTE: Includes: Instrument: Order; Grantor: Board of Commissioners of Gage Co.; Grantee: Northern Gas Products Co.; Date: 12/15/61; Description: Section 36, T1N, R5E; )
- 16. Option for Pipeline Easement Agreement with Rockies Express Pipeline LLC, a Delaware limited liability company recorded July 21, 2006 as <u>Inst. No. 2006-2692</u>; Memorandum of Exercise of Option for Pipeline Easement Agreement recorded June 7, 2007 as <u>Inst. No. 2007-2197</u>; records of Gage County, Nebraska.
- 17. Easement and Right-of-Way Agreement to TransCanada Keystone Pipeline, LP recorded October 26, 2007 as <u>Inst. No. 2007-4125</u>; records of Gage County, Nebraska.

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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;
  - 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

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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.

#### 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.

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# 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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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# First American Title Insurance Company

## **CLOSING PROTECTION COVERAGE ENDORSEMENT**

#### (AUTHORIZED AND EFFECTIVE ONLY IN THE STATE OF NEBRASKA)

In connection with the closing of the proposed real estate transaction referenced in the attacked Commitment in which a policy of title insurance will be issued by First American Title Insurance Company (hereinatier "the Company"), and in which you are the real estate broker, seller, issue or purchaser of an Interest in and/or a lender secured by a mortgage or deed of inust (including any other security instrument) (hereinatter "mortgage") of an interest in the land described in Schedule A of the attached commitment, or a borrower of such lender, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for the actual loss incurred by you in connection with such closing when conducted by an issuing Agent (an agent authorized to issue tible insurance commitments and/or title insurance policies for the Company), and Approved Attorney (an attorney upon whose cartification of title the company issues title insurance) for an Approved Closing Services Vendor (third party designated by you and approved in writing by the Company to handle accrows, settlements or closing services) and when such loss arises out of ;

- Failure of the issuing Agent, Approved Attorney or Approved Closing Services Veedor to comply with your written instructions to the extent that they
  relate to (a) the status of the title to said interest in tend or the validity, enforceability and priority of the Sen of said montgage on said interest in tend,
  including the obtaining of documents and disbursement of funds necessary to establish such status of title or iten, or (b) the obtaining of any other
  document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or
  effectiveness of such other document, or (c) the collection and payment of funds due you; or
- Fraud or dishonasty of the Issuing Agent, Approved Alicency or Approved Closing Services Vendor in handling your lends or documents in connection with such closings.

#### Conditions and Exclusions

- A. The Company will not be liable to you for a loss arising out of:
  - Failure of the Issuing Agent, Approved Attorney or Approved Closing Services Vendor to comply with your closing instructions which require title insurance protection inconsistent with that set torth in the attached title insurance commitment issued by the Company, instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said commitment shall not be deemed to be inconsistent.
  - 2. Lots or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the issuing Agent, Approved Altorney or Approved Closing Services Vesdor to comply with your written closing instructions to deposit the funds in a bank which you designated in writing and by name.
  - Mechanics' and materialmen's tens in connection with your purchase or lease or construction or other loan transactions, except to the twent that protection against such liens is efforded by a title insurance policy of the Company
- 8. When the Company shall have reimbursed you pursuant to this endorsoment, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any Uability of the Company for loss incurred by you in connection with the olosing of the proposed real estate transaction by an issuing Agent, Approved Altomety or Approved Closing Services Vendor shall be limited to the protection provided by this endorsement. However, this endorsement shall not effect the protection altorded by a title insurance commitment or policy of the Company.
- D. Written notice of any claim made pursuant to this Closing Protection Coverage Endorsement must be received by the Company not later than, and all fability of the Company under this Closing Protection Coverage Endorsement shall terminate one year after the later of (i) the date of closing of the Kansaction referenced in the attached commitment or (ii) the effective date shown in Schedule A of the attached commitment. Claims shall be made promptly to the Company at its principal office at 1 First American Way, Sanka Ana, California 92707, to the attention of the Claims shall be made promptly to the Company at its principal office at 1 First American Way. Sanka Ana, California 92707, to the attention of the Claims Department. Written or other notice to the Issuing Agent, Approved Altorney or Approved Closing Services Vendor will not ochaltule building notice on the Company her subject to the one year ilmitation above, when the failure to give prompt notice shall prejudice the Company the active of the extend of such prejudice.
- E. The protection herein offered extends only to real property bansactions in the State of Neoraska.
- F. Notwithstanding your instructions to the Issuing Agent, Approved Attorney or Approved Closing Services Vendor nothing herein shall be construed to impose any illubility on the Company on account of any consumer credit protection, truth-in lending or similar law, or the provisions of the Flood Disaster Protection Act of 1973.
- G. The protection herain afforded does not extend to any funds held by the issuing Agent, the Approved Attorney or the Approved Closing Services Vendor for purposes of facilitating a 1031 exchange or to fund an escrow that is intended to be or is in fact held by the issuing Agent, the Approved Attorney or the Approved Closing Sorvices Vendor for a period in excess of six months after the later of the following: (i) the date of closing of the transaction referenced in the stlached commitment or (ii) the effective date shown in Schedule A of the attached commitment.



# Privacy Notice

# Notice Last Updated: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found here.

<u>What Type Of Personal Information Do We Collect About You?</u> We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Collect Your Personal Information?</u> We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

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International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Policy:</u> We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.

# For California Residents

If you are a Callfornia resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <u>https://www.firstam.com/privacy-policy/</u>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

### PRIVACY POLICY



629 Court Street Beatrice, NE 68310 402-228-2233

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information---particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephoneor any other means;
  - Information about your transactions with us, our affiliated companies, or others; and
  - \* Information we receive from a consumer-reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information nonaffiliated parties, except; (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationshiphas ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include in real estate services, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies home marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.