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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____ **By:** _____

Sally French Tyler, President **William J. Aulbert, 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 II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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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
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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: **Title Services of the Plains, LLC**
Issuing Office: **PO Box 725**
220 North Dewey Street, North Platte, NE 69101
Issuing Office's ALTA® Registry ID: **1056826**
Loan ID Number:
Commitment Number:
Issuing Office File Number: **BB26-155-**
Property Address: **Rural land, Mason City, NE 68855**
Revision Number: **1**

SCHEDULE A

1. Commitment Date: **September 3, 2026**, at **08:00 am**

2. Policy to be issued:

   a. 2021 ALTA® Owner's Policy
   Proposed Insured: **TBD**
   Proposed Amount of Insurance: **TBD** Premium Amount: **$TBD**
   The estate or interest to be insured: **Fee Simple**

   Owner's Endorsements to be issued:

   Closing Service Letter **$25.00**

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 **Pinnacle Bank, Trustee of the Gary L. Ibach Testamentary Trust, Successor in Interest to Columbus Bank and Trust Company, Trustee**
   and, as disclosed in the Public Records, has been since **June 4, 2009**

5. The Land is described as follows:
   SEE ATTACHED EXHIBIT "A"

First American Title Insurance Company

By: Tracy Mills
Authorized Signatory

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EXHIBIT "A"

Tract 1:

The Northeast Quarter (NE)) of Section Eighteen (18), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, EXCEPT tract of land deeded to the State of Nebraska as described in Warranty Deed recorded in Book 144, Page 265 of the Records of the Register of Deeds of Custer County, Nebraska.

Parcel No. 373600

Tract No. 2:

The West Half of the West Half (W1/2W1/2) of Section Seventeen (17), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, EXCEPT tract of land deeded to the State of Nebraska as described in Warranty Deed recorded in Book 144, Page 265 of the Records of the Register of Deeds of Custer County, Nebraska.

Parcel No. 373300

Tract No. 3:

The West Half of the East Half (W1/2E1/2), the East Half of the West Half (E1/2W1/2), the West Half of the Northwest Quarter (W1/2NW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Eight (8), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, EXCEPT tracts appropriated by the State of Nebraska Department of Roads for state highway purposes as described in Report of Appraisers recorded in Book 38, Page 495 of the Records of the Register of Deeds of Custer County, Nebraska.

Parcel No. 358800

Tract No. 4:

The Northwest Quarter (NW1/44) of Section Nine (9), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, AND

The Southwest Quarter (SW1/4) of Section Nine (9), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, EXCEPT tract of land deeded to the State of Nebraska as described in Warranty Deed recorded in Book 150, Page 450 of the Records of the Register of Deeds of Custer County, Nebraska.

Parcel Nos. 359100 and 359110

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Tract No. 5:

The Southeast Quarter (SE1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, EXCEPT a tract of land deeded to A. Shane Rohde and Jill L. Rohde, husband and wife, as described in Joint Tenancy Warranty Deed recorded in Book 07, Page 660 of the Records of the Register of Deeds of Custer County, Nebraska; AND

A tract of land being part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of said Section 33, and assuming the South line of said Northeast Quarter as bearing N88°30'W, and all bearings contained herein are relative thereto; thence N88°30'W, on the aforesaid South line a distance of 1263.86 feet; thence N56°37'38"E, a distance of 82.08 feet; thence N67°12'E, a distance of 200.0 feet; thence N46°47'E, a distance of 402.3 feet; thence N24°43'E, a distance of 310.0 feet; thence S85°00'E, a distance of 599.0 feet, more or less to a point on the East line of said Northeast Quarter; thence Southerly on the aforesaid East line to the place of beginning; AND

All of Section Four (4), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska.

Parcel Nos. 350910, 350950 and 368300

Tract 6:

The South Half (S1/2) of Section Thirty-four (34), Township Sixteen (16) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska; AND

Lots One (1), Two (2), Three (3), and Four (4), the South Half of the Northeast Quarter (S1/2NE1/4) and the South Half of the Northwest Quarter (S1/2NW1/4) (a/k/a the North Half (N1/2)) of Section Three (3), Township Fifteen (15) North, Range Seventeen (17) West of the 6th P.M., Custer County, Nebraska.

AND

A Tract of land being a part of the West Half of Section Thirty-Five (35), Township Sixteen (16) North, Range Seventeen (17) West of the Sixth Principal Meridian, Custer County, Nebraska and more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 35; thence S00°10'16"W on the West line of the Northwest Quarter of said Section, with all bearings herein relative thereto, a distance of 2605.74 feet to the West Quarter Corner of said Section; thence S00°09'52"W on the West line of the Northwest Quarter of the Southwest Quarter of said Section a distance of 1306.09 feet to the South Sixteenth Corner between said Section 35 and Section 34; thence departing said West line N89°23'37"E on the South line of the Northwest Quarter of the Southwest Quarter a distance of 441.84 feet; thence departing said South line N03°00'52"W a distance of 670.37 feet; thence N69°22'22"E a distance of 135.98 feet; thence S89°13'13"E a distance of 1010.63 feet; thence N01°56'22"W a distance of 255.49 feet; thence N19°16'49"E a distance of 214.41 feet; thence N43°59'31"E a distance of 532.42 feet; thence N03°41'43"W a distance of 392.38 feet; thence N46°13'24"W a distance of 532.92 feet; thence N00°51'59"W a distance of 324.58 feet; thence S89°24'28"W a distance of 114.96 feet; thence N01°10'03"E a distance of 63.45 feet; thence S88°08'53"W a distance of 113.32 feet; thence S83°22'02"W a distance of 153.09 feet; thence N10°31'24"W a distance of 591.82 feet; thence N27°45'48"W a distance of 19.91 feet; thence N03°20'57"W a distance of 651.80 feet to a point on the North line of the Northwest Quarter of Section 35; thence

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S89°15'38"W on said North line a distance of 1015.46 feet to the POINT OF BEGINNING;

Said Tract contains 114.90 acres more or less; 0.77 acres more or less being County Road Right-of-Way.

Parcel Nos. 351100, 358600 and 351300

Tract 7:

A Tract of land being a part of Section Thirty-Five (35), Township Sixteen (16) North, Range Seventeen (17) West of the Sixth Principal Meridian, Custer County, Nebraska and more particularly described as follows:

BEGINNING at the Southeast Corner of said Section 35; thence S89°25'33"W on the South line of the Southeast Quarter of said Section, with all bearings herein relative thereto, a distance of 2640.76 feet to the South Quarter Corner of said Section; thence S89°25'33"W on the South line of the Southeast Quarter of the Southwest Quarter of said Section a distance of 1325.31 feet to the West Sixteenth Corner between said Section 35 and Section 2, Township 15 North, Range 17 West of the 6th P.M.; thence departing said South line N00°09'37"E on the West line of the Southeast Quarter of the Southwest Quarter of said Section 35 a distance of 1306.84 feet to the Southwest Sixteenth Corner of said Section; thence departing said West line S89°23'37"W on the South line of the Northwest Quarter of the Southwest Quarter of said Section a distance of 883.38 feet; thence departing said South line N03°00'52"W a distance of 670.37 feet; thence N69°22'22"E a distance of 135.98 feet; thence S89°13'13"E a distance of 1010.63 feet; thence N01°56'22"W a distance of 255.49 feet; thence N19°16'49"E a distance of 214.41 feet; thence N43°59'31"E a distance of 532.42 feet; thence N03°41'43"W a distance of 392.38 feet; thence N46°13'24"W a distance of 532.92 feet; thence N00°51'59"W a distance of 324.58 feet; thence N89°27'00"E a distance of 1420.22 feet; thence N30°27'03"E a distance of 103.41 feet; thence N69°19'22"E a distance of 148.93 feet; thence N51°30'37"E a distance of 20.26 feet; thence N04°55'13"E a distance of 590.35 feet; thence N00°00'00"W a distance of 151.72 feet; thence N28°40'29"W a distance of 143.22 feet; thence N33°19'14"E a distance of 50.00 feet to a point on the Southerly line of that tract described in Warranty Deed recorded in Record 189 at Page 605; thence on said Southerly line 216.81 feet on the arc of a non-tangent curve to the left having a central angle of 44°01'38", a radius of 282.11 feet and a chord which bears S78°41'35"E for 211.51 feet; thence continuing on said Southerly line N79°17'36"E a distance of 217.74 feet; thence continuing on said Southerly line 233.15 feet on the arc of a tangent curve to the right having a central angle of 52°41'27", a radius of 253.48 feet and a chord which bears S74°21'40"E for 225.02 feet; thence continuing on said Southerly line S48°00'57"E a distance of 814.40 feet; thence continuing on said Southerly line 353.10 feet on the arc of a tangent curve to the left having a central angle of 42°42'00", a radius of 473.74 feet and a chord which bears S69°21'57"E for 344.99 feet; thence continuing along said Southerly line N89°17'03"E a distance of 419.78 feet to a point on the Westerly line of that Tract described in Warranty Deed recorded in Record 189 at Page 17; thence S00°42'57"E on said Westerly line a distance of 351.84 feet; thence departing said Westerly line N89°17'03"E a distance of 50.00 feet to a point on the East line of the Northeast Quarter of said Section 35; thence S00°42'57"E on said East line a distance of 1270.65 feet to the East Quarter Corner of said Section; thence S00°42'49"E on the East line of the Southeast Quarter of said Section a distance of 2617.90 feet to the POINT OF BEGINNING;

Said Tract contains 382.56 acres more or less, 5.60 acres being County Road Right-of-Way.

Parcel No. 351300

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Tract 8:

A Tract of land being a part of the North Half of Section Thirty-Five (35), Township Sixteen (16) North, Range Seventeen (17) West of the Sixth Principal Meridian, Custer County, Nebraska and more particularly described as follows:

BEGINNING at the North Quarter Corner of said Section 35; thence S00°44'24"E perpendicular to the North line of said Section, with all bearings herein relative thereto, a distance of 33.00 feet to a point on the Southerly line of that tract described in Warranty Deed recorded in Record 189 at Page 605; thence departing said East line N89°15'38"E on said Southerly line a distance of 255.19 feet; thence continuing on said Southerly line 227.68 feet on the arc of a tangent curve to the right having a central angle of 60°21'09", a radius of 216.11 feet and a chord which bears S60°33'49"E for 217.30 feet; thence continuing on said Southerly line S30°23'15"E a distance of 8.49 feet; thence continuing on said Southerly line 129.47 feet on the arc of a tangent curve to the left having a central angle of 26°17'31", a radius of 282.11 feet and a chord which bears S43°32'00"E for 128.34 feet; thence departing said Southerly line S33°19'14"W a distance of 50.00 feet; thence S28°40'29"E a distance 143.22 feet; thence S00°00'00"E a distance of 151.72 feet; thence S04°55'13"W a distance of 590.35 feet; thence S51°30'37"W a distance of 20.26 feet; thence S69°19'22"W a distance of 148.93 feet; thence S30°27'03"W a distance of 103.41 feet; S89°27'00"W a distance of 1420.22 feet; thence S89°24'28"W a distance of 114.96 feet; thence N01°10'03"E a distance of 63.45 feet; thence S88°08'53"W a distance of 113.32 feet; thence S83°22'02"W a distance of 153.09 feet; thence N10°31'24"W a distance of 591.82 feet; thence N27°45'48"W a distance of 19.91 feet; thence N03°20'57"W a distance of 651.80 feet to a point on the North line of the Northwest Quarter of said Section 35; thence N89°15'38"E on said North line a distance of 1634.18 feet to the POINT OF BEGINNING;

Said Tract contains 61.59 acres more or less, 1.24 acres more or less being County Road Right-of-Way.

AND

A Tract of land being a part of the Northeast Quarter of the Northeast Quarter of Section Thirty Five (35), Township Sixteen (16) North, Range Seventeen (17) West of the Sixth Principal Meridian, Custer County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of said Section 35; thence S89°15'38"W on the North line of the Northeast Quarter of said Section, with all bearings herein relative thereto, a distance of 50.00 feet to the POINT OF BEGINNING; thence continuing S89°15'38"W on said North line a distance of 1230.80 feet to the East Sixteenth Corner between Section 35 and Section 26; thence departing said North line S00°16'59"E on the West line of the East Half of said Northeast Quarter a distance of 322.14 feet; thence departing said West line S48°00'57"E on the Northerly line of that tract of land described in Warranty Deed recorded in Record 189 at Page 605 a distance of 730.57 feet; thence continuing on said Northerly line 303.92 feet on the arc of a tangent curve to the left having a central angle of 42°42'00", a radius of 407.80 feet and a chord which bears S69°21'57"E for 296.93 feet; thence continuing on said Northerly line N89°17'03"E a distance of 419.78 feet to a point on the Westerly line of that tract described in Warranty Deed recorded in Record 189 at Page 17; thence N00°42'57"W on said Westerly line distance of 926.16 feet to the POINT OF BEGINNING;

Said Tract contains 21.60 acres more or less.

Parcel No. 351300

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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.

   a. **Trustees Deed from Pinnacle Bank, Trustee of the Gary L. Ibach Testamentary Trust, Successor in interest to Columbus Bank and Trust Company, Trustee to TBD, conveying the subject lands for the sum of $TBD.**

   b. **This commitment is issued pursuant to the sale of said property shown on Schedule "A" herein at a public auction and the Company reserves the right to require any further documentation to effectuate the sale of said property pursuant to the terms of said public auction and further that the policy shall not be issued to the prospective purchaser of the property at the public sale until such time as all of the requirements concerning said sale have been completed and the sale transaction closed.**

   The application for Title Insurance does not give the name of the prospective purchaser. When the customers name is ascertained, the records must be reviewed for possible judgments. NOTE: Title Company reserves the right to make additional requirements.

   c. **A Certification of Trust by Pinnacle Bank, the Trustee of said Trust (form available from the Title Company upon request), to be reviewed by the Title Company, to establish the identity and authority of the current Trustee(s) to execute or receive the instruments involved in the transaction, including those to be insured.**

5. **The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.**

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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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Right 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 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 **2026**, and thereafter.

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

10. **2025 Taxes Paid in full. 2026 Taxes Accruing. Special Assessments not yet of record. (For information only:**
2025 taxes $1,348.20; Tax ID #373600; (NE of 18-15-17);
2025 taxes $2,042.90; Tax ID #373300; (W2W2 of 17-15-17);
2025 taxes $3472.98; Tax ID #358800. (E2SW; NWSW; NW; W2E2 of 8-15-17);
2025 taxes $1,316.02; Tax ID #359100. (NW4 of 9-15-17);
2025 taxes $4,199.38; Tax ID #359110. (SW4 of 9-15-17);
2025 taxes $1,158.72; Tax ID #350910. (SE4 of 33-16-17);
2025 taxes $106.94; Tax ID #350950. (Part in SENE of 33-16-17);
2025 taxes $4,726.74; Tax ID #368300. (Lots 1-4; S2N2; S2 of 4-15-17);
2025 taxes $2,608.38; Tax ID #351100. (S2 of 34-16-17);
2025 taxes $2,625.30; Tax ID #358600; (S2NW; S2NE of 3-15-17);
2025 taxes $13,697.78; Tax ID #351300. (NW4; SE4; NE4 EXC parcels; E2SW; NWSW of 35-16-17);

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11. Terms and conditions of Easement for Right to Use Water From Water Conservation Reservoir and Drought Wells recorded November 8, 1934 in Book 18, Page 317 to Custer County. (NW1/4 of 9-15-17).

12. Terms and conditions of Easement recorded June 8, 1992 in Book 77, Page 853 to Nebraska Central Telephone Company. (NE1/4 of 18-15-17).

13. Terms and conditions of Easement recorded November 24, 1944 in Book 23, Page 497 to Consumers Public Power District. (W1/2 of 17-15-17).

14. Terms and conditions of Easement recorded June 8, 1992 in Book 77, Page 852 to Nebraska Central Telephone Company. (W1/2W1/2 of 17-15-17).

15. Terms and conditions of Right-of-Way Easement recorded March 7, 1951 in Book 26, Page 113 to Loup River Public Power District. (SW1/4 & W1/2SE1/4 of 8-15-17).

16. Terms and conditions in Corporate Quitclaim Deed recorded December 18, 1970 in Book 170, Page 557 to Nebraska Public Power District. (Sw1/4& W1/2SE1/4 of 8-15-17 & SW1/4 of 9-15-17).

17. Terms and conditions in Corporate Real Estate Deed recorded December 18, 1970 in Book 170, Page 548 to Nebraska Public Power District. (SW1/4 & W1/2SE1/4 of 8-15-17).

18. Terms and conditions of Right-of-Way Easement recorded October 25, 1950 in Book 24, Page 668 to Loup River Public Power District. (SW1/4 of 9-15-17).

19. Terms and conditions of Right-of-Way Easement recorded August 22, 2024 in Book 24, Page 4680 to Custer Public Power District. (S1/2S1/2 of 9-15-17).

20. Conveyance of Minerals in Mineral Deed recorded on September 29, 1952, in Book 130, Page 458. NOTE: Title to minerals not further shown.

21. Reservation of Minerals in Deed recorded on July 6, 1946, in Book 123, Page 369. NOTE: Title to minerals not further shown.

22. Reservation of Minerals in Warranty Deed recorded on February 14, 1948, in Book 127, Page 121. NOTE: Title to minerals not further shown.

23. Conveyance of Minerals in Quitclaim Deed of Oil, Gas and Mineral Rights recorded September 12, 1957 in Book 139, Page 198. NOTE: Title to minerals not further shown.

24. Rights of the public, State of Nebraska, County of Custer in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.

25. The consequence of any change in the location of the Clear Creek which forms the boundary of subject land. (Tract 7).

26. Riparian Rights and rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Clear Creek extending along and through subject land, without diminution.

27. No title will be insured to any land lying below the present or former high water (meander line) of the Clear Creek that is now or formerly was lying in the bed of the Clear Creek, its arms, branches, or tributaries by whatever name called.

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28. Navigation servitudes and all other statutory and regulatory rights and powers of the public, United States, and State of Nebraska over the Clear Creek and its shore lands extending to the ordinary high-water line thereof and which may be exercised without obligation for compensation to the riparian owners.

29. Subject to any adverse claim to any portion of said land which has been created by artificial means, or has accreted to any such portion so created riparian rights, if any.

30. All reservations contained in patents issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

TITLE TO MINERALS IS NOT INSURED.

31. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

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