



COMMERCIALPARTNERS

T I T L E, L L C

200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
Phone: (612) 337-2470
Fax: (612) 337-2471

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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

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

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



**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

**Issued By
CHICAGO TITLE INSURANCE COMPANY**

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent:

Commercial Partners Title, LLC
200 South 6th Street, Suite 1300
Minneapolis, MN 55402
(612) 337-2470



By:  President
ATTEST  Secretary

Countersigned



Authorized Signatory

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION





**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

Issued By
CHICAGO TITLE INSURANCE COMPANY

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
200 South 6th Street, Suite 1300, Minneapolis, MN 55402
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT

Reference Name: 6401 Highway 10

SCHEDULE A

- | | |
|---|-----------------|
| 1. Effective Date: October 25, 2016 at 07:00 AM | File No.: 52156 |
| 2. Policy (or Policies) to be issued: | Amount |
| (a) Owner's Policy ALTA Owner's Policy (06/17/06)
Proposed Insured: City of Ramsey, a Minnesota municipal corporation | \$695,000.00 |
| (b) Loan Policy ALTA Loan Policy (06/17/06)
Proposed Insured: | \$0.00 |
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Series Sunfish of Athans Holdings, LLC, an Illinois limited liability company
5. The land referred to in the Commitment is described as follows:

Lot 2, Block 1, Sunfish Commons, according to the recorded plat thereof, LESS AND EXCEPT that part described as follows:

Parcel 9, Anoka County Highway Right-of-Way Plat No. 72, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Anoka County, Minnesota
Abstract Property

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART I
REQUIREMENTS

The following are the requirements to be complied with:

1. This Commitment was prepared by:
Commercial Partners Title, LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402

Phone: (612) 337-2470
Fax: (612) 337-2471

Please direct questions regarding this Commitment to: Doug Berg, Underwriting Counsel, at (612) 337-2475 and direct questions regarding the closing to: Chelsy Jantsch, Commercial Closer, at (612) 337-2492.

If you would like to arrange for additional parties to receive this documentation, please contact our Production Department at (612) 337-2470.

2. Instruments creating and/or perfecting the priority of the estate or interest(s) to be insured, the form and execution of which shall be satisfactory to the Company must be executed, delivered and duly filed of record.
3. Upon our receipt and review of a standard form of affidavit disclosing no adverse matters, Item Nos. 1, 2, 4, 5 and 6 of Schedule B - Part II will be deleted from the final policy. Item No. 8 of Schedule B - Part II will be modified to reflect the interests of specific tenants. A current survey, certified to Commercial Partners Title, LLC and Fidelity National Title Insurance Company, will be required to delete Item No. 3 of Schedule B - Part II from the final policy.
4. We require a Well Disclosure Certificate be completed and furnished at the time of closing for all deeds that require a Certificate of Real Estate Value, or one of the following statement must be added to the deed:

The seller certifies that the seller does not know of any wells on the described real property.
or
I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.
5. The Tax Reform Act of 1986 requires that the seller provide the following information at the time of closing: 1. Tax Identification Number 2. Full Forwarding Address.
6. Commercial Partners Title, LLC does not have the Abstract of Title for the subject property.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART I
REQUIREMENTS

(Continued)

7. Submit the following documentation prior to closing for review and approval:

Copies of Good Standing Certificate for Seller and/or Buyer/Borrower and Resolutions authorizing both the transaction and execution of documents (or incumbency certificate with the authorizing resolutions), or other evidence acceptable to the Company.

8. In the event this transaction involves new construction or if there has been construction on the property during the last six months please immediately contact the closer or underwriting attorney listed above to discuss the transaction.

If the transaction involves a construction mortgage or is a vacant land acquisition mortgage no construction related work can be performed on the property until after the mortgage is recorded and pictures have been taken at the site, in order to establish priority for the construction mortgage. Indemnities will be required at closing from the appropriate parties, depending upon the nature of the transaction.

9. The legal description at Item No. 5 of Schedule A is related to the property address of 6401 Highway 10 Northwest, Ramsey, MN.

END OF SCHEDULE B – PART I REQUIREMENTS

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART II
EXCEPTIONS

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

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore 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.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

A. Real estate taxes payable in 2016 are \$38,490.07 and are paid.
Base tax \$35,001.14 Property Identification No. 34-32-25-14-0027

NOTE: There are no delinquent taxes of record.

B. There are no levied or pending assessments of record.

8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
9. Combination Mortgage, Security Agreement and Fixture Financing Statement dated October 28, 2002, filed October 29, 2002, as Document No. 1724908, executed by Vanak, LLC, a Minnesota limited liability company, mortgagor, in favor of Northeast Bank, a Minnesota corporation, mortgagee, to secure the original principal amount of \$2,504,970.00.

As modified by Mortgage and Assignment Modification Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.004.

As further modified by Mortgage Modification Agreement dated December 26, 2013, filed January 7, 2014, as Document No. 2075750.001.

As further modified by Mortgage Modification Agreement dated March 26, 2016, filed April 14, 2016, as Document No. 2134453.001.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART II
EXCEPTIONS

(Continued)

10. Assignment of Leases and Rents dated October 28, 2002, filed October 29, 2002, as Document No. 1724909, from Vanak, LLC, a Minnesota limited liability company, assignor, to Northeast Bank, a Minnesota corporation, assignee.

As modified by Mortgage and Assignment Modification Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.004.

11. Mortgage, Security Agreement and Fixture Financing Statement dated August 28, 2003, filed September 9, 2003, as Document No. 1846969, executed by Vanak, LLC, a Minnesota limited liability company, mortgagor, in favor of Central Minnesota Development Company, a Minnesota corporation, mortgagee, to secure the original principal amount of \$880,000.00.

Assigned to the Small Business Administration by Assignment of Mortgage, Security Agreement and Fixture Financing Statement dated August 28, 2003, filed September 9, 2003, as Document No. 1846971.

Further assigned to Athans Company, an Illinois general partnership, by Assignment of Mortgage, Security Agreement and Fixture Financing Statement dated September 23, 2008, filed October 27, 2008, as Document No. 2003645.005.

Subordinated by Subordination Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.007.

12. Assignment of Rents and Leases dated August 28, 2003, filed September 9, 2003, as Document No. 1846973, from Vanak, LLC, a Minnesota limited liability company, assignor, to Central Minnesota Development Company, assignee.

Assigned to the Small Business Administration by Assignment of Assignment of Rents and Leases dated August 28, 2003, filed September 9, 2003, as Document No. 1846974.

Further assigned to Athans Company, an Illinois general partnership, by Assignment of Assignment of Rents and Leases dated September 23, 2008, filed October 27, 2008, as Document No. 2003645.006.

Subordinated by Subordination Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.007.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART II
EXCEPTIONS

(Continued)

13. Mortgage dated March 29, 2006, filed April 12, 2006, as Document No. 1983577.010, executed by Vanak, LLC, mortgagor, in favor of Northeast Bank, a Minnesota corporation, mortgagee, to secure the original principal amount of \$701,505.80.

Assigned to Athans Company, an Illinois general partnership, by Assignment of Promissory Note, Mortgage and Loan Documents dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.006.

Subordinated by Subordination Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.007.

14. Mortgage dated July 31, 2006, filed August 15, 2006, as Document No. 1986822.004, executed by Vanak, LLC, mortgagor, in favor of Northeast Bank, a Minnesota corporation, mortgagee, to secure the original principal amount of \$150,000.00.

Assigned to Athans Company, an Illinois general partnership, by Assignment of Promissory Note, Mortgage and Loan Documents dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.005.

Subordinated by Subordination Agreement dated December 10, 2008, filed December 15, 2008, as Document No. 2004433.007.

15. Easement for telephone lines in favor of Northwestern Bell Telephone Company as created in instrument dated September 23, 1963, filed September 24, 1963, as Document No. 252668, in Book 610, Page 252.

16. Terms and conditions of matters disclosed in Affidavit filed May 17, 1994, as Document No. 1115910.

17. Terms and conditions of matters disclosed in Affidavit filed May 17, 1994, as Document No. 1115911.

18. Drainage and utility easements as shown on the recorded plat of Sunfish Commons.

19. Right of access dedications to Anoka County and the State of Minnesota as shown on the recorded plat of Sunfish Commons.

20. Right of way of Trunk Highway No. 10 as shown on State Trunk Highway 10 Official Map filed May 28, 2004, as Document No. 1927049.

21. Terms and conditions of Development Agreement dated August 9, 2001, filed October 16, 2002, as Document No. 1720136, by and between the City of Ramsey, a Minnesota municipal corporation, and Sunfish Properties, LLC.

22. Terms and conditions of Declaration of Access, Utility and Operating Easement dated October 28, 2002, filed October 29, 2002, as Document No. 1724904, by Sunfish Properties, LLC, a Minnesota limited liability company.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER 52156
SCHEDULE B - PART II
EXCEPTIONS

(Continued)

23. Terms and conditions of Pedestrian Trail Easement Agreement dated October 28, 2002, filed October 29, 2002, as Document No. 1724906, by and between Sunfish Properties, LLC, a Minnesota limited liability company, and the City of Ramsey, a Minnesota municipal corporation.
24. Terms and conditions of Commuter Rail Service Easement Agreement (Second Train Set) dated December 11, 2007, filed January 22, 2008, as Document No. 1998378.001, by and between BNSF Railway Company, a Delaware corporation, and the State of Minnesota.
25. Right of way of County State Aid Highway No. 57 (Sunfish Lake Boulevard) as shown on Anoka County Highway Right-of-Way Plat No. 72, filed May 19, 2008, as Document No. 2000713-002.
26. Terms and conditions of Commuter Rail Service Easement Agreement (Third Train Set) dated May 30, 2008, filed June 19, 2008, as Document No. 2001324.001, by and between BNSF Railway Company, a Delaware corporation, and the State of Minnesota.
27. Terms and conditions of Commuter Rail Service Easement Agreement (Fourth Train Set) dated March 31, 2009, filed April 2, 2009, as Document No. 2006510.001, by and between BNSF Railway Company, a Delaware corporation, and the State of Minnesota.
28. Terms and conditions of Commuter Rail Service Easement Agreement (Fifth Train Set) dated November 1, 2009, filed November 6, 2009, as Document No. 2011301.002, by and between BNSF Railway Company, a Delaware corporation, and the State of Minnesota.
29. Final Certificate dated July 16, 2013, filed September 9, 2013, as Document No. 2068473.008.

END OF SCHEDULE B - PART II EXCEPTIONS

EXHIBIT "A"

Lot 2, Block 1, Sunfish Commons, according to the recorded plat thereof, LESS AND EXCEPT that part described as follows:

Parcel 9, Anoka County Highway Right-of-Way Plat No. 72, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Anoka County, Minnesota
Abstract Property