

Transaction Identification Data for reference only:

Issuing Agent: CHB Title, LLC
Issuing Office: 10850 Old County Road 15, Suite 100, Plymouth, MN 55441
As Agent For: Old Republic National Title Insurance Company
Property Address: Lot 1, Block 2, Great River Centre of Otsego Second, Otsego, MN 55330
File Number: 54063

SCHEDULE A

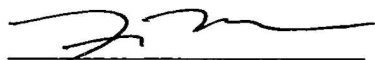
1. Commitment Date: November 8, 2021 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

21st Century Bank, a Minnesota corporation
5. The Land referred to in this commitment is Abstract Property, situated in the County of Wright, State of Minnesota, and is described as follows:

Lot 1, Block 2, Great River Centre of Otsego Second Addition, Wright County, Minnesota.

Abstract Property.

CHB Title, LLC



Dennis Moore, Vice President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National 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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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. Limited Warranty Deed from 21st Century Bank, a Minnesota corporation to TO BE DETERMINED.
6. Secure and record a Release or Satisfaction of the following Mortgage:

Dated December 20, 2005

Filed December 23, 2005

Document No. A991895

Amount: \$8,300,000.00

Executed by: Appello Group, LLC, a Minnesota Limited Liability Company

To Mortgagee: American Bank of St. Paul.

Above mortgage assigned to 21st Century Bank by Assignment of Mortgage, dated April 5, 2006, filed April 27, 2006, as Document No. A1007374. Said Mortgage extended by Document No.s A1004471, A1086286, A1139048 and A1191888.

7. Secure and record a Release or Satisfaction of the following Mortgage:

Dated April 3, 2006

Filed April 4, 2006

Document No. A1004473

Amount: \$500,000.00

Executed by: Appello Group, LLC, a Minnesota Limited Liability Company

To Mortgagee: 21st Century Bank.

Said Mortgage extended by Document No.s A1086287, A1139019 and A1191889.

8. Secure and record a Release or Satisfaction of the following Mortgage:

Dated April 3, 2006

Filed April 4, 2006

Document No. A1004474

Amount: \$500,000.00

Executed by: Appello Group, LLC, a Minnesota Limited Liability Company

To Mortgagee: 21st Century Bank.

Said Mortgage extended by Document No.s A1086285, A1139040 and A1191890.

9. If survey coverage is desired, provide an ALTA survey certified to a current date in favor of CHB Title, LLC and Old Republic National Title Insurance Company.

10. If this transaction includes an insured mortgage which will be for construction purposes and the lender to be insured desires priority coverage and deletion of standard exception for mechanic's liens, the following will be required:
- a. Preliminary Sworn Construction Statement.
 - b. Pre-closing inspection.
 - c. Post-closing priority inspection with pictures after documents are recorded.

If the pre-closing inspection discloses an early start, CHB Title, LLC will require early start approval from our underwriter.

11. IN ORDER FOR CHB TITLE, LLC TO CLOSE THIS TRANSACTION, WE REQUIRE A CASHIERS CHECK OR WIRED FUNDS TO BE RECEIVED AT OR PRIOR TO CLOSING.

*** Wire Fraud and Email Hacking are on the rise with title companies and their customers. Please DO NOT WIRE any funds to CHB Title, LLC without calling in advance to verify our wire instructions. ***

*** Sale proceeds will not be wired without written authorization. ***

Upon our receipt and review of a standard form of affidavit, Items Nos. 3, 6 and 7 of Schedule B - Section II may be deleted from the final policy.

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 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.

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.

Issued by: CHB Title, LLC, 10850 Old County Road 15, Plymouth, MN 55441

If you have questions about this commitment or about the closing of this transaction please call Dennis Moore at (763) 489-3252 or email dennism@chbttitle.com.

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. 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.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. 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 2021 are \$14,452.00 and are paid. Base Tax \$14,452.00. Property Identification No. 118-252-002010. (Non-Homestead/Commercial)

Note: There are no delinquent taxes of record.

B) Subject to levied or pending assessments of record if any.
9. Terms and conditions of Declaration of Covenants, Conditions and Restrictions, dated June 27, 2006, filed July 28, 2006, as Document No. A1019265.
10. Terms and conditions of Great River Centre of Otsego 2nd Addition Final Plat Approval, filed June 12, 2007, as Document No. A1056421.
11. Terms and conditions of Declaration of Bank Restriction, dated April 21, 2008, filed May 8, 2008, as Document No. A1087806. Affidavit of Declarant filed June 27, 2019 as Document No. A1398848, designating Lot 1, Block 1, Great River Centre of Otsego Fifth Addition as not subject to the banking restriction pursuant to Paragraph 3.
12. Terms and conditions of Declaration of Auto Service Restriction, dated September 16, 2008, filed September 16, 2008, as Document No. A1098136.

13. Terms and conditions of Developer's Agreement Great River Centre Otsego, dated May 16, 2006, filed June 15, 2006, as Document No. A1014006.

Amended by First Addendum to Developer's Agreement, filed January 9, 2009, as Document No. A1106268.
Amended by Second Addendum to Developer's Agreement, filed January 9, 2009, as Document No. A1106287.
14. Terms and conditions of Declaration of Orthopedic Physicians Restriction, dated March 22, 2010, filed March 23, 2010, as Document No. A1143461.
15. Terms and conditions of Agreement between the City of Otsego, Appello Group, LLC and 21st Century Bank, dated March 29, 2013, filed April 19, 2013, as Document No. A1234757.
16. Easements for utilities and drainage as shown on the recorded plat.

**Old Republic National Title Insurance Company
And Its Agent
CHB Title, LLC
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 National Title Insurance Company and CHB Title, LLC

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 our transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information 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.

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, *Old Republic National Title Insurance Company*, a(n) Minnesota 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 Policy Amount 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "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.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.