



## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our Obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I
- The Exceptions in Schedule B-II
- The Conditions on Page 3 of Jacket

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers and this Commitment will become valid when countersigned by a validating officer or authorized signatory as of the Commitment Date shown on Schedule A.



*First American Title Insurance Company*

BY

PRESIDENT

ATTEST

SECRETARY

COUNTERSIGNED BY: \_\_\_\_\_

## INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land titles as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.  
YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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### AGREEMENT TO ISSUE POLICY

#### SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

#### SCHEDULE B-I – Requirements

#### SCHEDULE B-II – Exceptions

#### CONDITIONS

**If you have any questions about the Commitment, please contact the issuing office.**

## CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

**SCHEDULE A**

**Name and Address of Issuing Title Insurance Agent:**

Jenkinson Abstract  
118 West 3rd Street  
Fairmont, MN 56031-1813  
(800) 830-0448

1. Commitment Date: March 24, 2010 at 8:00 AM

2. Policy (or policies) to be issued:

- |     |   |                     |
|-----|---|---------------------|
| (a) | <u>  X  </u> 2006 ALTA Owner's Policy<br>Proposed Insured: "TO BE DETERMINED" | Policy Amount       |
| (b) | <u>      </u> 2006 ALTA Loan Policy<br>Proposed Insured:                      | Policy Amount<br>\$ |
| (c) | <u>      </u> 2006 ALTA Short Form Loan Policy<br>Proposed Insured:           | Policy Amount<br>\$ |

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Fairmont Growth Opportunities Corporation, a Minnesota Corporation

4. The land referred to in this Commitment is described as follows:

Lot Two (2), of Block One (1) in Fairmont Industrial Park Tenth Addition in the City of Fairmont, according to the plat thereof on file and of record in the office of the County Recorder, Martin County, Minnesota.

For Information purposes:

Property Address: Lot 2, Block 1 Fairmont Industrial Park, Fairmont, MN 56031

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- (b) Pay us the premiums, fees, and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1. Warranty Deed executed by Fairmont Growth Opportunities Corporation, a Minnesota Corporation to **"To Be Determined"** conveying title of the property described in Schedule A.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

## **SCHEDULE B - SECTION II (CONTINUED)**

### **EXCEPTIONS FROM COVERAGE**

ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

1. Owner's Covered Risk No. 2(c), which reads as follows, is hereby deleted: (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. Owners coverage for No. 2(c) will be deleted unless a Survey is provided.
2. Owner's Covered Risk No. 10, will be deleted from the final policy.
3. 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.
4. Any encroachment, measurement, party walls, or other facts which a correct survey of the premises would show.
5. Rights or claims of parties in possession not shown by the public records.
6. Easements, or claims of easement, not shown by the public records.
7. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed bylaw and not shown by the public records.
8. All assessments and taxes due and payable in 2010, and thereafter.
9. No coverage is provided for unpaid utility, water, or sewer services or fees for tree, weeds, grass, and snow or garbage removal.
10. The real estate taxes due and payable in the year 2010 are in the amount of \$904.00 for parcel number 23.328.0020. . The first half is due on May 15, 2010 in the sum of \$452.00 and the second half is due by October 15, 2010.
11. No coverage provided for any charges for municipal code compliance matters (i.e. water or sewer services, or fees for tree, weeds, grass and snow or garbage removal, police boarding, vacant building registration and zoning, correction of nuisance conditions, etc.) are the responsibility of the parties to the transaction. For information regarding the existence of any such bills, contact the appropriate municipal office.
12. Subject to the Final Certificate by and between the State of Minnesota vs Minnie H. Armstrong, dated March 1, 1934 and recorded March 9, 1934 in Book 11 of M.R. on Page 600, for the condemnation of certain lands for trunk highway purposes, more particularly described as Parcel 33x (9-33) and being a part of the SW ¼ of Section 1-102-32.

13. Subject to the Declaration of Protective Covenants for Fairmont Industrial Park executed by Fairmont Growth Opportunities Corporation, dated November 19, 1971 and recorded November 22, 1971 in Book 35 of M.R. on Page 1, hereby regulating the proper use and appropriate development and improvement of the Fairmont Industrial Park.
14. Subject to an existing 25' Railroad and Utility Easement along the North part of Lot 2, Block 1, Fairmont as shown on the recorded plat of Fairmont Industrial Park Fourth Addition dated April 2, 1973 and recorded August 28, 1973 in Envelope No. 180.
15. Subject to exceptions and reservations of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as shown on Deed dated June 22, 1977 and recorded July 8, 1977 as Document No. 248008, hereby reserving, however, unto the aforesaid, its successors and assigns forever, the ownership of all coal, oil, gas, casing head gas, and all minerals of any kind and nature in, on or under the surface of the land as shown in Exhibit "A", together with the full right and license at any and all times to enter upon said land to explore or drill for, and to protect, conserve, mine, drill, take, remove and market any and all such products in any manner which will not interfere with the use of the fee owner of the surface of the property hereby stated.
16. Subject to all Utility and Drainage Easements as shown in the plat of Fairmont Industrial Park Tenth Addition, dated June 26, 2006 and recorded June 27, 2006 as Document No. 2006R-384588 and in Envelope No. 305B.