
	First American Title™	COMMITMENT FOR TITLE INSURANCE
COMMITMENT		ISSUED BY:  KANSAS SECURED TITLE, INC.

FIRST AMERICAN 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 180 DAYS 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, FIRST AMERICAN TITLE INSURANCE COMPANY HAS CAUSED ITS CORPORATE NAME TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS ON THE DATE SHOWN IN SCHEDULE A.

FIRST AMERICAN TITLE INSURANCE COMPANY



DENNIS J. GILMORE
PRESIDENT

ISSUED BY:



KANSAS SECURED TITLE, INC.
1410 KASOLD DRIVE, SUITE A-18
LAWRENCEKS 66049-3428

785-843-2830



JEFFREY S. ROBINSON
SECRETARY


(THIS COMMITMENT IS VALID ONLY WHEN SCHEDULES A AND B ARE ATTACHED)

THIS JACKET WAS CREATED ELECTRONICALLY AND CONSTITUTES AN ORIGINAL DOCUMENT.

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.

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 OF THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT [HTTP://WWW.ALTA.ORG/](http://www.alta.org/). THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF KANSAS.*

	<i>First American Title™</i>	Commitment for Title Insurance
		ISSUED BY First American Title Insurance Company
Schedule A		

File No.: 3129236

1. Effective Date: September 12, 2017, 8:00 am
2. Policy (or Policies) to be issued: AMOUNT
 - a. ALTA Owner's Policy of Title Insurance (6-17-06)


Proposed Insured: TO BE DETERMINED
 - b. ALTA Loan Policy of Title Insurance (6-17-06)

Proposed Insured:
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:

FRI Kansas NNN2 LLC, an Arizona limited liability company
5. The land referred to herein is described as follows:

Lot 1, REPLAT OF LOT 2, MEIER'S PLAT 1, in the City of Atchison, Atchison County, Kansas.

	First American Title™	Commitment for Title Insurance
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Schedule BI		

File No.: 3129236

REQUIREMENTS

The following requirements must be satisfied:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record:
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - b. The lien of the General Taxes for the year 2017, and thereafter.
 - c. The lien of any Special Taxes or Assessments entered after the date hereof.
3. The County Treasurer's records for Tax ID [001-MR00002](#) show:
2016 General Tax: \$14,897.66 Special Assessments: \$0.00; Total: \$14,897.66
2016 taxes are paid in full.
4. Intentionally Deleted.
5. Dismissal of pending Case No. [2016-CV-46](#) in the District Court of Atchison County, Kansas, entitled Michael S. Hundley Construction, Inc., a Kansas Corporation, Plaintiff vs. FRI Kansas NNN2, LLC, an Arizona Limited Liability Company; Atchison Management, LLC, a Kansas Limited Liability Company and Mary K. Leonida, as an individual and in her capacity as Managing Member of Atchison Management, LLC, Defendants, wherein Plaintiff seeks foreclosure of its mechanic's lien in the amount of \$34,307.21 plus interest and costs.
6. Record a Warranty Deed from FRI Kansas NNN2 LLC, an Arizona limited liability company to the purchaser.
7. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$100.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such times as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable

insurance premium charges for same has been paid.

8. The application of our title insurance does not give the name of the prospective purchaser. When such is ascertained, the records must be run for possible judgments. If a corporation or partnership is to acquire title, certain additional requirements may be necessary.

For informational purposes we note the following Deed(s) appearing on the record:

Warranty Deed from Polaris Properties, LLC, a Kansas limited liability company, to FRI Kansas NNN2, LLC, an Arizona limited liability company, recorded September 11, 2006, in Book 543, Page 249.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

Fees for endorsements will be quoted upon request.


CLOSING: If this transaction is to close at Kansas Secured Title, questions regarding closing, including scheduling, should be directed to the Closing Department at 785-843-2830.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$1,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally 18.00 for the first page and \$14.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$17.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$1.00 per \$1000 of indebtedness.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

	First American Title™	Commitment for Title Insurance
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Schedule BII		

File No.: 3129236

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, 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.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. The lien of general and special taxes for 2017 and subsequent years.
7. Easements, restrictions, reservations, building set-back lines, access limitations and notes established by the recorded plat of Replat of Lot 2, MEIER'S PLAT 1.
8. Permanent Easement from Bromley and Sons Concrete, Inc. to The City of Atchison, Kansas, dated January 26, 1981, recorded April 3, 1981 in [Book 385, Page 1920](#).
9. Permanent Drainage Easement from Meier's Ready Mix, Inc, a Kansas Corporation to Polaris Properties, LLC, a Kansas limited liability company, dated December 21, 2001, recorded December 31, 2001 in Book 473, Page 1014; Correction recorded January 11, 2002 in [Book 474, Page 448](#).
10. Easement & Right-of-Way Agreement from Meier's Ready Mix, Inc., a Kansas Corporation to Polaris Properties, LLC, a Kansas limited liability company, dated April 17, 2003, recorded April 23, 2003 in [Book 493, Page 157](#).
11. Easement Agreement between FRI Kansas NNN2, LLC and Westar Energy, Inc., dated April 17, 2013, recorded June 6, 2013 in [Book 614, Page 905](#).
12. Tenancy rights, either month to month or by virtue of written leases of persons now in possession of any part of the premises in question.

Kansas Secured Title, Inc. - Lawrence/Title Midwest, Inc.

PRIVACY POLICY

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 and/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 that 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.

TYPES OF INFORMATION

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

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
Information about your transactions with us, our affiliated companies, or others; and;
Information we receive from a consumer-reporting agent.

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 to 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 relationship has 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 financial service providers, 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 that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom 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.