

ALTA COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

17WNW217087WC

CHICAGO TITLE INSURANCE COMPANY, a Florida 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 (6) 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.

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

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.

Chicago Title Insurance Company

By:

President

Attest:

Secretary



Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 5 Westbrook Corporate Center, Suite 100 Westchester, IL 60154 Main Phone: (708)409-9039 Email: ctwestchester@ctt.com	Chicago Title and Trust Company 5 Westbrook Corporate Center, Suite 100 Westchester, IL 60154 Main Phone: (708)409-9039 Main Fax: (708)409-9914

Issued By: Lacy & Associates LLC
 2 MidAmerica Plaza, Sute 800
 Oak Brook Terrace, IL 60181

SCHEDULE A

ORDER NO. 17WNW217087WC

Property Ref.: 4 S 120 Rte 59, Warrenville, IL

1. Effective Date: September 1, 2017
2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy 2006
 Proposed Insured: Mohammad Azam Khan
 Policy Amount: \$1,017,000.00
 - b. ALTA Loan Policy 2006
 Proposed Insured: , its successors and/or assigns as their respective interests may appear
 Policy Amount: To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
[Palos Heights, LLC, an Illinois limited liability company](#)
5. The land referred to in this Commitment is described as follows:

LOT 1 IN SAFRANSKI'S ADDITION TO WARRENVILLE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1983 AS DOCUMENT R83-068897, IN DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 1 CONVEYED TO THE COUNTY OF DUPAGE IN DOCUMENT NUMBER R2004-059115, RECORDED MARCH 14,2004, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 70 DEGREES 42 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 3.323 METERS; THENCE NORTH 53 DEGREES 40 MINUTES 01 SECONDS EAST, 18.048 METERS TO EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 05 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG SAID EASTERLY LINE, 3.197 METERS TO AN ANGLE POINT IN SAID LOT; THENCE SOUTH 53 DEGREES 40 MINUTES 01 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 14.529 METERS TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

END OF SCHEDULE A

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B

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:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **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.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **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.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **Note for Information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.**

A Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

R 8. Taxes for the years 2017.

Taxes for the years 2017 are not yet due or payable.

Permanent Tax No.: [07-03-100-009-0000](#)

Note: Taxes for the year 2016 amounting to \$29,443.54 are paid of record.

AC 9. Mortgage, Assignment of Lease, Rents and Income and Security Agreement and Financing Statement dated May 31, 2017 and recorded June 9, 2017 as Document No. [R2017-056827](#) made by Palos Heights, LLC to Kilpatrick Corporation to secure an indebtedness in the amount of \$800,000.00.

The original, canceled note or notes secured by the mortgage to be satisfied must be submitted to the Company.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B

(continued)

- S 10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Palos Heights, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- AD 11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Kilpatrick Corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

(Affects Mortgage)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.

SCHEDULE B

(continued)

- AA 12. To assist in our analysis of the name search, the Company should be furnished prior to closing an Information Statement signed by:
Mohammad Khan
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- T 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- U 14. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- V 15. Information should be furnished establishing whether any written agreement has been entered into by and between any party and a broker for the purposes of buying, selling, leasing or otherwise conveying any interest in the Land described herein. If such an agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event said evidence is not furnished, our policy(ies), when issued, will be subject to the following exception:
- Any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the Land described in Schedule A.
- AF 16. Subject to permitted exceptions attached as Exhibit "B" to special warranty deed recorded June 9, 2017 as document R2017-056826.
- (For further particulars, see record.)
- B 17. Terms, provisions and conditions contained in release and right of entry agreement recorded May 3, 2002 as document R2002-120134 between Bp Products North America, Inc. and Rick Heidner and Parkway Bank and Trust Company, as trustee as trustee under trust agreement dated April 27, 2001 and known as trust number 12927.
- (For further particulars, see record.)
- Amendment and partial release recorded as document R2004-224716.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B

(continued)

- C 18. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to petroleum restrictions, prohibition against use of an automobile service station; groundwater use restriction; residential use restriction and restriction for the purpose of operating a child care or elder care facility, nursing home facility or hospice, a medical or dental facility, a school or house of worship; construction and excavation restrictions; relocation of monitoring wells and remediation equipment and acceptance and condition of property contained in the deed document recorded May 3, 2002 as Document No. R2002-120131, which does not contain a reversionary or forfeiture clause.
- D 19. Unrecorded ground lease agreement dated February 7, 2003 in favor of LaSalle Bank National Association, tenant, and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- Subordination, non-disturbance and attornment agreement recorded February 2, 2007 as document R2007-021713 subordinating the lease to the Mortgage record February 2, 2007 as document R2007-021710.
- We should be furnished with satisfactory evidence that the lease has expired or otherwise terminated and that no renewals or extensions of said lease are now in effect or that said lease is still in full force and effect, and this commitment is subject to such further exceptions as may be deemed necessary.
- E 20. Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), contained in deed recorded November 10, 1983 as document R83-82592, restricting the property from conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils or any fuel to be used for internal combustion engines or lubricants in any form. This covenant shall run with the Land and be binding on grantee, his heirs, executors, administrators, grantees, successors and assigns.
- F 21. Easement in favor of the City of Warrenville, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the Provisions Relating Thereto Contained in the grant recorded/filed as Document No. R78-063270, affecting that part marked on exhibit "A" attached thereto.
- G 22. Drainage and utility easement, as shown on the Plat and set forth in the certificate on the Plat of Safranski's Addition to Warrenville recorded September 23, 1983 as document R83-068897, aforesaid, as follows:
- 5 Feet along the North and West lines of Lot 1

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B

(continued)

- H 23. Water line easement, as shown on the Plat and set forth in the certificate on the Plat of Safranski's Addition to Warrenville recorded September 23, 1983 as document R83-068897, aforesaid, as follows:

10 Feet along the most Southerly line of Lot 1.
- J 24. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons), relating to release and right of reentry contained in the document recorded May 3, 2002 as document R2002-120134.
- K 25. Terms, provisions and conditions contained in use and operating restrictions and affirmative covenants as disclosed in deed recorded May 3, 2002 as document R2002-120131.

(For further particulars, see record.)
- L 26. Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons), contained in deed recorded November 10, 1983 as document R83-82592, restricting the property from conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils or any fuel to be used for internal combustion engines or lubricants in any form. This covenant shall run with the land and be binding on grantee, his heirs, executors, administrators, grantees, successors and assigns.
- Q 27. Right of the utility companies to maintain the gas lines located on the Southeasterly portion of the premises by an undisclosed amount and the hydrants and storm drain manholes located along the Northerly portion of the premises by an undisclosed amount as depicted on the survey dated April 23, 2002 number 04-101-02 prepared by Regional Land Survey.
- AB 28. Terms and provisions as contained in the leaking underground storage tank environmental notice recorded March 18, 2009 as R2009-039189 by Illinois Environmental Protection Agency.

(For further particulars, see record.)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B

(continued)

- W 29. Note for additional information: the DuPage County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the municipalities of Addison, Aurora, Bartlett, Bolingbrook, Carol Stream, Elk Grove Village, Elmhurst, Glendale Heights, Glen Ellyn, Hanover Park, Naperville, Schaumburg, West Chicago, Wheaton, and Woodridge have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

Furthermore, all deeds and mortgages should include the current marital status of all individual parties, where appropriate. A spouse of an individual grantor or mortgagor may have to sign the deed or mortgage in order to release any applicable homestead interest

This exception will not appear on the policy when issued.

- X 30. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- Y 31. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- Z 32. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
- (This note will be waived for policy).

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



SCHEDULE B
(continued)

END OF SCHEDULE B

Title Insurance Agent:

Lacy & Associates LLC
2 MidAmerica Plaza, Sute 800
Oak Brook Terrace, IL 60181
Phone: (630)873-3484
Fax: (630)873-3489

Authorized Signatory

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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 or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.

