

*First American***Commitment****ALTA Commitment for Title Insurance**

ISSUED BY

First American Title Insurance Company

File No: NCS-1001574-PHX1

COMMITMENT FOR TITLE INSURANCE**Issued By*****FIRST AMERICAN TITLE INSURANCE COMPANY*****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, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.

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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.

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.

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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>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1001574-PHX1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company
National Commercial Services

Commitment No.: NCS-1001574-PHX1

Property Address: 8901 Lyndale Avenue South, 515 Halsey
Lane, Bloomington, MN 55420

Revision No.:

Issuing Office: 2425 E. Camelback Road, Suite 300,
Phoenix, AZ 85016

Issuing Office File No.: NCS-1001574-PHX1

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SCHEDULE A

1. Commitment Date: February 06, 2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: To Be Furnished
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Loan Policy
Proposed Insured: None
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:

Amerco Real Estate Company, a Nevada corporation

5. The Land referred to in this Commitment is described as follows:

Real property in the City of Bloomington, County of Hennepin, State of Minnesota, described as follows:

Parcel 1:

Lot 2, Block 1, A T and T Addition, Hennepin County, Minnesota.

(Torrens Property, Certificate of Title No. 1491196)

Parcel 2:

Lot 2, Block 1, A T and T 2nd Addition, Hennepin County, Minnesota.

(Torrens Property, Certificate of Title No. 1491197)

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1001574-PHX1

Commitment No.: NCS-1001574-PHX1

PL202000047 PL2020-47 U-Haul

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. The standard form of Seller's and/or Purchaser's Affidavit, satisfactory to the Company, is required.
6. In regard to Amerco Real Estate Company, we require the following:
 - A) Furnish a copy of the Certificate and Articles of Incorporation.
 - B) Furnish a Certificate of Good Standing from the Nevada Secretary of State's office.
 - C) Furnish a resolution of the board of directors authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.

7. Deed from Amerco Real Estate Company, a Nevada corporation, to [a legal entity to be determined].
8. Complete the Minnesota Electronic Certificate of Real Estate Value online at (www.taxes.state.mn.us/crv/) and provide the Company with the following information:
 - a. Receipt number for the Electronic Certificate of Real Estate Value; and
 - b. Printout of the completed Electronic Certificate of Real Estate Value.

NOTE: The printout must be made when the form is completed. It cannot be accessed after the preparer leaves the system.

9. Well Disclosure Certificate or the following language must be placed on the deed to be recorded: I am familiar with the property described in this instrument and I certify that the status and number of wells on

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the described real property have not changed since the last previously filed Well Disclosure Certificate or the seller certifies that the seller does not know of any wells on the described real property.

10. Satisfaction or release Mortgage executed by Lyndale Properties of Bloomington, LLP, a Minnesota Corporation to New Market Bank, dated January 28, 2016, recorded February 3, 2016, as Document No. T05324947, securing the original amount of \$630,000.00, and any other amounts which may become due and payable under the terms thereof. (Parcel 1)
11. Satisfaction or release Mortgage executed by Lyndale Properties of Bloomington, LLP, a Minnesota limited liability partnership to New Market Bank, dated October 16, 2017, recorded October 17, 2017, as Document No. T05483011, securing the original amount of \$210,000.00, and any other amounts which may become due and payable under the terms thereof. (Parcel 2)
12. Additional requirements to be determined.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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File No: NCS-1001574-PHX1

Commitment No.: NCS-1001574-PHX1

PL202000047 PL2020-47 U-Haul

SCHEDULE B, PART II

Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, or claims of easement, not shown by the Public Records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
7. Taxes and assessments for the year 2020 are unavailable at this time. Please verify all tax and assessment information prior to closing.

Real estate taxes due and payable for 2019 and prior years are paid in full.

Note: Tax Parcel Numbers are as follows:

Tax Parcel No. 10-027-24-23-0023 (Affects Parcel 1)

Tax Parcel No. 10-027-24-23-0025 (Affects Parcel 2)

8. Special assessments hereafter levied.

NOTE: Assessment search dated February 17, 2020 disclosed no levied or pending special assessments.

9. Drainage and utility easements as shown on the recorded plat of A T and T Addition, recorded March 7, 2002, as Document No. 3511670. (Parcel 1) (Shown as recital on the certificate of title)

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10. Easement for sidewalk and bikeway purposes, in favor of the City of Bloomington, as contained in Easement dated November 14, 2000, recorded March 7, 2002, as Document No. 3511672. (Parcel 1)
11. Drainage and utility easements as shown on the recorded plat of A T and T 2nd Addition, recorded October 17, 2017, as Document No. T05483006. (Parcel 2) (Shown as a recital on the certificate of title)
12. Easement for sidewalk and bikeway purposes, in favor of the City of Bloomington, as contained in Easement dated August 21, 2017, recorded October 17, 2017, as Document No. T05483007. (Parcel 2)
13. Easement for utility purposes as contained in Grant of Permanent Utility Easement dated November 21, 2017, recorded November 28, 2017, as Document No. T05493349. (Parcel 2)
14. Memorial plat regarding location of Judicial Landmarks, dated May 3, 1948, recorded July 18, 2018, as Document No. T05545372. (Parcel 2)
15. The following memorials shown on the Certificate of Title appear to no longer affect the Land; however, the memorials will remain on the Certificates of Title and all Certificates of Title thereafter until a proceeding subsequent or an examiner's directive is issued directing the Registrar of Titles to remove the memorials:
 - a.) Easement, dated November 14, 2000, recorded March 7, 2002, as Document No. 3511671. (Parcels 1 and 2)
 - b.) Easement, dated July 20, 2017, recorded October 17, 2017, as Document No. T05483010. (Parcel 2)
 - c.) Termination, dated August 30, 2019, recorded September 10, 2019, as Document No. T05643628.

Note: The Company does not undertake to remove the said memorials from the Certificates of Title, nor will it pay costs or fees in connection with any action or documentation that may be required for removal therefrom.
16. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
17. Rights of tenants under unrecorded leases.

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