



## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
**727 N. Waco, Suite 300**  
**Wichita, KS 67203**  
**Phone: (316) 267-8371**  
**Fax: (316) 267-8115**

Contact: **David Herd**  
Email: **dherd@security1st.com**

Prepared Exclusively For:  
**Sundgren Realty**  
**218 E. Central**  
**El Dorado, KS 67042**  
**Phone: (316) 321-7112**  
**Fax: (316) 321-7116**

Contact: **Jeremy Sundgren**  
Email: **jeremy@sundgren.com;**  
**realty@sundgren.com**

Report No: **2273394**

Report Effective Date: **August 8, 2018, at 7:30 a.m.**

Property Address: , **Wichita, KS**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Sundgren Realty**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

**Premier Investment Company II, LLC**, a Delaware limited liability company, Debtor in United States Bankruptcy Case No. **17-21794**, filed under Chapter 11

2. The Land referred to in this Report is described as follows:

**SEE ATTACHED EXHIBIT A**

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
  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.



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Phone: **316-293-1637**, Email: **dherd@security1st.com**

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. **File a release of the Mortgage dated April 3, 2015, recorded April 6, 2015, as DOC.#/FLM-PG: 29516870, made by Premier Investment Company II, LLC, a Delaware limited liability company, to Colby B. Sandlian, as Trustee of the Colby B. Sandlian and Genevieve B. Sandlian Revocable Trust dated October 2, 1990 and Ojenroc Properties, LLC, a Kansas limited liability company, in the amount of \$1,100,000.00.**
6. **File a release of the Mortgage dated August 26, 2016, recorded August 29, 2016, as DOC.#/FLM-PG: 29633280, made by Premier Investment Company II, LLC, a Delaware limited liability company, to DBB Holdings, Inc., a Nevada Corporation, in the amount of \$250,000.00.**
7. **Case No. 2017-CV-819; DBB Holdings, Inc., Nathaniel T. Martens, (316)-267-7361, attorney -vs- Premier Investment Company II, LLC, a Delaware limited liability company; Petition for foreclosure of mortgage on subject property filed March 31, 2017; PENDING; we require: File a dismissal with prejudice.**
8. **Case No. 2017-CV-864-CM; Colby B. Sandlian, as Trustee of the Colby B. Sandlian and Genevieve B. Sandlian Revocable Trust dated October 2, 1990 and Ojenroc Properties, LLC, a Kansas limited liability company, David G. Crockett, (316)-263-9662, attorney -vs- Premier Investment Company, II, LLC, a Delaware limited liability company and DBB Holdings, Inc., a Nevada corporation; Petition for foreclosure of mortgage on subject property filed April 7, 2017; PENDING; we require: File a dismissal with prejudice.**
9. **We have a copy of the Articles of Organization dated April 1, 2015 and a copy of the Operating Agreement dated April 1, 2015 of Premier Investment Company II LLC, a Delaware limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**

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- 10. Any instrument to be executed by Premier Investment Company II, LLC, a Delaware limited liability company must:
  - a. Be executed in the limited liability company's name, and**
  - b. Be signed by David F. Hoff, Manager, together with a separate written consent from the Members. As of April 1, 2015, the Members were Premier Investment Company, LLC, a Delaware limited liability company and Murfin, Inc., a Kansas corporation.****
- 11. Furnish Certificate for our file executed by the Secretary of State of Delaware evidencing that Premier Investment Company II LLC., a limited liability company is in good standing in said State.**
- 12. Chapter 11 Bankruptcy Case filed in the United States Bankruptcy Court for the District of Kansas at Kansas City, Kansas, as Case No. 17-21794, by Premier Investment Company II, LLC, as debtor(s); Petition for relief filed September 17, 2017; Finding of Fact, Conclusions of Law, and Order Confirming Debtor's Modified Chapter 11 Plan of Reorganization filed April 23, 2018; pursuant to the confirmed Modified Chapter 11 Plan of Reorganization, the Debtors are given the authority to sell subject property, subject to provisions contained in said Modified Plan. In connection therewith, we require that the sale of subject property be conducted in accordance with the terms of the confirmed Modified Chapter 11 Plan. We reserve the right to make additional requirements as we may deem necessary.**
- 13. File in the Office of Register of Deeds, Sedgwick County, Kansas, certified copies of the Modified Chapter 11 Plan of Reorganization and the Finding of Fact, Conclusions of Law, and Order Confirming Debtor's Modified Chapter 11 Plan of Reorganization. In the alternative, said documents can be attached as an Exhibit to the Debtor-in-Possession Deed.**
- 14. File a Debtor-in-Possession Deed from Premier Investment Company II, L.L.C., a Delaware limited liability company to To Be Determined.**

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**15. Recording Fees and Information for Kansas Counties:**

**For Documents recorded on or after January 1, 2018, but prior to January 1, 2019:**

**Deed:** \$21.00 (first page) + \$17.00 (each additional page)

**Mortgage:** \$21.00 (first page) + \$17.00 (each additional page)

**Mortgage Release or Assignment:** \$20.00 (first page) + \$4.00 (each additional page)

**\* Mortgage Registration Tax:** Calculated at \$0.05 per each \$100.00 of the loan amount.

*(This fee shall not exceed \$125.00 for recording on single-family mortgages on principal residences where the principal debt or obligation is \$75,000.00 or less.)*

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

**NOTE:** The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1<sup>st</sup> Title. Photocopies of the official form will not be accepted.

**NOTE:** For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:



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1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. 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
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 special assessments, if any, not shown as existing liens by the Public Records
7. The lien of the General Taxes for the year **2018**, and thereafter.
8. **General taxes and special assessments for the fiscal year 2016 in the amount of \$2.46 + accrued interest and penalties, DELINQUENT.**  
Property ID # [C-46111](#)  
PIN #00193087 (Parcel 1)
9. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$2.79 + accrued interest and penalties, DELINQUENT**  
Property I.D. # [C-46111](#)  
PIN #00193087 (Parcel 1)
10. **General taxes and special assessments for the fiscal year 2016 in the original amount of \$7.37 + accrued interest and penalties, DELINQUENT.**  
Property I.D. # [C-46112](#)  
PIN #00193088 (Parcel 2)

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11. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$8.46 + accrued interest and penalties, DELINQUENT**  
Property I.D. # [C-46112](#)  
PIN #00193088 (Parcel 2)
12. **General taxes and special assessments for the fiscal year 2016 in the original amount of \$3.17 + accrued interest and penalties, DELINQUENT.**  
Property I.D. # [C-45350](#)  
PIN #00192269 (Lot 5 of Parcel 3)
13. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$3.15 + accrued interest and penalties, DELINQUENT**  
Property I.D. # [C-45350](#)  
PIN #00192269 (Lot 5 of Parcel 3)
14. **General taxes and special assessments for the fiscal year 2016 in the original amount of \$1.05 + accrued interest and penalties, DELINQUENT.**  
Property I.D. # [C-45351](#)  
PIN #00192270 (Lot 6 of Parcel 3)
15. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$1.04 + accrued interest and penalties, DELINQUENT**  
Property I.D. # [C-45351](#)  
PIN #00192270 (Lot 6 of Parcel 3)
16. **General taxes and special assessments for the fiscal year 2016 in the original amount of \$4.23 + accrued interest and penalties, DELINQUENT.**  
Property I.D. # [C-45353](#)  
PIN #00192274 (Parcel 4)
17. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$4.56 + accrued interest and penalties, DELINQUENT**  
Property I.D. # [C-45353](#)  
PIN #00192274 (Parcel 4)

**THE FOLLOWING ITEMS AFFECT PARCEL 1:**

Any questions regarding this report should be directed to: **David Herd**  
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18. The following matters shown on or disclosed by the recorded plat of Rent-A-Center, an Addition to Wichita, Sedgwick County, Kansas: Easements, building setback lines and access controls.
19. An easement for transmission lines and appurtenances, recorded as [Film 213, Page 357](#).  
In favor of: Kansas Gas and Electric Company  
Affects: a portion of subject property.
20. An easement for a communication system and appurtenances, recorded as [Film 705, Page 764](#).  
In favor of: Southwestern Bell Telephone Company  
Affects: a portion of subject property.
21. Covenants and restrictions contained in/on [Film 804, Page 500](#) and [Film 804, Page 502](#).
22. The terms and provisions contained in the document entitled "Access Control Dedication" filed as DOC#/FLM-PG: [29409617](#).
23. An easement for drainage systems, recorded as DOC#/FLM-PG: [29410658](#).  
In favor of: City of Wichita  
Affects: a portion of subject property
24. The terms and provisions contained in the document entitled "Lot Split" filed as DOC#/FLM-PG: [29410659](#).
25. The terms and provisions contained in the document entitled "Covenants, Conditions, Restrictions and Reciprocal Easement Agreement" filed as DOC.#/FLM-PG: [29410662](#).
26. The terms and provisions contained in the document entitled "Declaration of Use Restrictions" filed as DOC#/FLM-PG: [29446041](#). (As to easement estate affecting subject property)
27. The terms and provisions contained in the document entitled "Initial Short Form Lease" by and between 3820 N Rock Road, LC as lessor and Quiktrip West Incorporation as lessee, filed as DOC#/FLM-PG: [29446042](#). (As to easement estate affecting subject property)

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**28. Rights of parties in possession under unrecorded leases.**

**THE FOLLOWING ITEMS AFFECT PARCEL 2:**

**29. The following matters shown on or disclosed by the recorded plat of Rent-A-Center, an Addition to Wichita, Sedgwick County, Kansas: Easements, building setback lines and access controls.**

**NOTE: A portion of the access control was vacated by Vacation Order filed as DOC#/FLM-PG: [29409618](#).**

**30. An easement for drainage system, recorded as [Film 904, Page 846](#).**

**In favor of: City of Wichita, Kansas**

**Affects: a portion of subject property.**

**31. The terms and provisions contained in the document entitled "Access Control Dedication" filed as DOC#/FLM-PG: [29409617](#).**

**32. An easement for drainage systems, recorded as DOC#/FLM-PG: [29410658](#).**

**In favor of: City of Wichita**

**Affects: a portion of subject property**

**33. The terms and provisions contained in the document entitled "Covenants, Conditions, Restrictions and Reciprocal Easement Agreement" filed as DOC.#/FLM-PG: [29410662](#).**

**34. Rights of parties in possession under unrecorded leases.**

**THE FOLLOWING ITEMS AFFECT PARCEL 3:**

**35. The following matters shown on or disclosed by the recorded plat of Hi-Tech Industrial Park Second Addition, an Addition to Wichita, Sedgwick County, Kansas: Building setback lines and easements.**



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**NOTE: A portion of the utility easement and building setback line were vacated by the instruments recorded on [Film 1135, Page 1380](#) and [Film 2814, Page 1294](#).**

36. An easement for sanitary sewer, recorded as [Film 847, Page 488](#).  
In favor of: City of Wichita, Kansas  
Affects: a portion of subject property.
37. Lots Splits recorded on [Film 1131, Page 302](#) and [Film 1428, Page 867](#).
38. The terms and provisions contained in the document entitled "Covenants, Conditions, Restrictions and Reciprocal Easement Agreement" filed as DOC.#/FLM-PG: [29410662](#).
39. Rights of parties in possession under unrecorded leases.

**THE FOLLOWING ITEMS AFFECT PARCEL 4:**

40. The following matters shown on or disclosed by the recorded plat of Hi-Tech Industrial Park Second Addition, an Addition to Wichita, Sedgwick County, Kansas: Building setback lines; easements and access controls.
41. Lot Split recorded on [Film 942, Page 379](#).
42. An easement for sanitary sewer, recorded as [Film 847, Page 488](#).  
In favor of: City of Wichita, Kansas  
Affects: a portion of subject property.
43. An easement for utilities, recorded as [Film 954, Page 168](#).  
In favor of: City of Wichita, Kansas  
Affects: a portion of subject property
44. The terms and provisions contained in the document entitled "Covenants, Conditions, Restrictions and Reciprocal Easement Agreement" filed as DOC.#/FLM-PG: [29410662](#).



# Security 1<sup>st</sup> Title

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**45. Rights of parties in possession under unrecorded leases.**

**THE FOLLOWING ITEMS AFFECT ALL OR A PORTION OF SUBJECT  
PROPERTY:**

- 46. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of [Resolutions and Certificates](#) filed on Film 476, Page 647; Film 479, Page 1170; Film 514, Page 696; Film 517, Page 1568; Film 530, Page 1212; Film 783, Page 896; Film 785, Page 1264; Film 797, Page 945; Film 806, Page 1489; Film 847, Page 486; Film 854, Page 895; Film 854, Page 907; Film 866, Page 1200; Film 867, Page 1418; Film 925, Page 580; Film 944, Page 300; and Film 1022, Page 223.**

Dated: **August 8, 2018, at 7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

By: 

LICENSED ABSTRACTER

## EXHIBIT "A"

### Parcel 1:

Lot 1, Block 1, [Rent-A-Center](#), an Addition to Wichita, Sedgwick County, Kansas, EXCEPT that part described as follows:

BEGINNING at the southwest corner of said Lot 1, Block 1; thence along the west line of said Lot 1, Block 1 on a platted bearing of N00°44'15"W, 175.00 feet; thence continuing along the west line of said Lot 1, Block 1, N14°46'25"W, 103.08 feet; thence continuing along the west line of said Lot 1, Block 1, N00°44'15"W, 1.53 feet; thence parallel with the south line of said Lot 1, Block 1, N89°07'15"E, 447.62 feet, to a point on the east line of said Lot 1, Block 1; thence along said east line, S03°05'59"E, 301.82 feet, to the southeast corner of said Lot 1, Block 1; thence along the south line of said Lot 1, Block 1, S89°07'15"W, 160.00 feet; thence continuing along said south line N76°50'35"W, 103.08 feet; thence continuing along the said south line S89°07'15"W, 175.00 feet to the POINT OF BEGINNING, also described as Tract "A" on Lot Split filed as DOC#/FLM-PG: [29410659](#).

### Parcel 2:

Lot 2, Block 1, [Rent-A-Center](#), an Addition to Wichita, Sedgwick County, Kansas.

### Parcel 3:

All of Lot 5; and Lot 6, EXCEPT a tract of land lying in Lot 6, Block 1, [Hi-Tech Industrial Park Second Addition](#), an Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Addition; thence S 77 degrees 37 minutes 15 seconds W, 71.45 feet; thence S 00 degrees 49 minutes 09 seconds E, 170.43 feet to the point of beginning; thence S 00 degrees 49 minutes 09 seconds E, 149.67 feet to a point on a curve to the right; thence along said curve 245.63 feet, said curve having a central angle of 187 degrees 38 minutes 42 seconds, a radius of 75.00 feet, and a long chord of 149.67 feet bearing N 00 degrees 49 minutes 09 seconds W to the point of beginning; AND EXCEPT beginning at the Northeast corner of Lot 6, Block 1, of Hi-Tech Industrial Park Second Addition, an Addition to Wichita, Sedgwick County, Kansas; thence N 77 degrees 37 minutes 15 seconds E, 35.73 feet; thence S 00 degrees 49 minutes 09 seconds E, 188.99 feet to a point on a curve to the left; thence along said curve 187.24 feet, said curve having a central angle of 143 degrees 02 minutes 28 seconds, a radius of 75.00 feet, and a long chord of 142.27 feet, bearing S 49 degrees 53 minutes 27 seconds W; thence S 89 degrees 10 minutes 51 seconds W, 80.94 feet; thence N 00 degrees 49 minutes 09 seconds W, 240.00 feet to a point on the North line of said Addition; thence N 77 degrees 37 minutes 15 seconds E, 159.27 feet to the point of beginning; AND EXCEPT beginning at the Northwest corner of said Lot 6; thence N 77 degrees 37 minutes 15 seconds E, 138.73 feet along said North line; thence S 00 degrees 49 minutes 09 seconds E, 240.00 feet; thence S 89 degrees 10 minutes 51 seconds W, 135.91 feet to a point on the West line of said Lot 6; thence N 00 degrees 49 minutes 09 seconds W, 212.20 feet along said West line to the point of beginning, in Block 1, [Hi-Tech Industrial Park Second Addition](#), an Addition to Wichita, Sedgwick County, Kansas.

### Parcel 4:

Lot 2, EXCEPT the West 130 feet of the South 220 feet thereof, in Block 2, in [Hi-Tech Industrial Park Second Addition](#), an Addition to Wichita, Sedgwick County, Kansas.