



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Denali Title & Escrow Agency, Inc
Issuing Office: 8375 Ridgestone Dr SW, Byron Center, MI 49315
Issuing Office's ALTA® Registry ID: 1186488
Commitment No.: 24-3624-MI-1
Issuing Office File No.: 24-3624-MI
Property Address: 41861 M 40 Hwy, Paw Paw, MI 49079-8476

SCHEDULE A

1. Commitment Date: December 13, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (2021)
Proposed Insured: TBD
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Sandy Shores Leasing, LLC, a Michigan limited liability company
5. The Land is described as follows:
SEE SCHEDULE C ATTACHED HERETO

Zachary Vander Ark
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI



Fidelity National Title Insurance Company

SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. Pay the agreed amount for the estate or interest to be insured.
2. Pay the premiums, fees, and charges for the Policy to the Company.
3. 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.
4. 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.
5. 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.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owners policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI

SCHEDULE B – PART I

(Continued)

8. 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: Sandy Shores Leasing, 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 amendments 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.

9. Warranty Deed from recited owner to recited purchaser.
10. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. Furnish to the Company satisfactory evidence that the Land is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit satisfactory evidence to the Company that all such taxes have been paid.
13. Payment of Taxes:

Tax Identification Number: 80-01-030-007-00

2024 Summer Tax paid in the amount of \$813.34

2024 Winter Tax due in the amount of \$3,261.88

SEV \$79,200.00

Taxable Value \$77,175.00

Homestead 0%

NOTE: The above due tax amounts do not include penalty and interest, if any.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI

SCHEDULE B – PART I

(Continued)

NOTE: In the event that the form jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The form jacket is available for inspection at any Company office.

In accordance with the terms and provisions of the form jacket, 'This form 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'.

Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this form will be revised and made subject to such further requirements and exceptions as deemed necessary.

NOTE: The policy to be issued does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: 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.

Title Commitment Schedule B Requirements for Electronic Signing, Notarization, and Recording
For any document creating the insured title or interest that will be executed, notarized, and recorded electronically using IPEN or RON, the following requirements apply:

NOTE: Execution of the instrument(s) to be insured pursuant to the requirements of the Michigan Uniform Electronic Transaction Act MCL 450.831 et. seq.

NOTE: Acknowledgement of the instrument(s) to be insured by a notary properly commissioned as an electronic or remote notary public by the Michigan Secretary of State with the ability to perform electronic or remote notarial acts under the Michigan Law on Notarial Acts - MCL 55.261 - 55.315.

Electronic recordation of the instrument(s) to be insured in the County Clerk/Register of Deeds of Van Buren County, Michigan.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI



Fidelity National Title Insurance Company

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. 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.
8. Taxes, blight tickets, and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
10. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI

SCHEDULE B – PART II

(Continued)

11. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
12. NOTE: The policy does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)
13. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
14. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the Public Records.
16. Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any.
17. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company
Recording No: Liber 514, Page 564
18. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Southwest Michigan Communications, Inc., d/b/a Bloomingdale Communications, Inc., a Michigan corporation
Recording No: Liber 1537, Page 113

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 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.



24-3624-MI



Fidelity National Title Insurance Company

SCHEDULE C

The Land is described as follows:

Situated in the Township of Almena, County of Van Buren, State of Michigan

Beginning at the West 1/4 post of Section 30, Town 2 South, Range 13 West; thence North 00 degrees 01 minutes 05 seconds East along the Range line, 445.50 feet; thence South 89 degrees 51 minutes 11 seconds East parallel with the East and West 1/4 line in the Northwest fractional 1/4 of said Section, 490.00 feet; thence South 00 degrees 01 minutes 05 seconds West parallel with the said Range line, 445.50 feet; thence North 89 degrees 51 minutes 11 seconds West on the East and West 1/4 line, 490.00 feet to beginning.