Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL 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, **Fidelity National Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

c. "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.

d. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

e. "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.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "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. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "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;
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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 is 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 is 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company shall not be liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 Polcy.

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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election 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>.

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: **Superior Title - Midland**
Issuing Office: **2013 W Wackerly**
Suite 100, Midland, MI 48640
Issuing Office's ALTA® Registry ID: **1142093**
Loan ID Number:
Issuing Office File Number: **2583549**
Property Address: **5217 Bay City Rd, Midland, MI 48642**

SCHEDULE A

1. Commitment Date: **June 15, 2026**, at **08:00 am**

2. Policy to be Issued:

a. 2021 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance:
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: **Millennium Bank, an Illinois banking corporation**

5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

Superior Title - Midland
2013 W Wackerly
Suite 100
Midland, MI 48640
989-631-0500
lori@superiortitle.us

Superior Title & Settlement Agency

By: Ashley Schmidt
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.

EXHIBIT "A"

Situated in the City of Midland, Bay County, Michigan:

Parcel 1 (Campground)
A parcel of land in the Northwest 1/4 of Section 19, T14N, R3E, described as follows: Commencing at the West 1/4 corner of Section 19; thence North 00°23’46” East, 665.00 feet, along the West Section line to the point of beginning; thence North 00°23’46” East, 609.44 feet, along the West section line; thence South 88°27’05” East, 525.46 feet, along the South line of the railroad right-of-way; thence South 51°21’59” East, 244.47 feet, along the Southwesterly line of the US-10 expressway; thence 73.40 feet along a 2147.01 foot radius curve to the right, having a central angle of 01°57’ 31” and a chord bearing and distance of South 50°23’07” East, 70.39 feet, along said US-10 expressway; thence South 41°31’49” West, 80.51 feet ; thence South 00°29’35” East, 196.22 feet; thence North 89°11’31” West, 115.14 feet; thence South 00°11’34” West, 157.90 feet; thence North 88°24’22” West, 609.87 feet, parallel with the East and West 1/4 line of said section to the West section line and the point of beginning.

Parcel 2 (Days Inn)
A parcel of land in the Northwest 1/4 of Section 19, T14N, R3E, described as follows: Commencing at the West 1/4 corner of Section 19; thence North 00°23’46” East, 665.00 feet, along the West Section line; thence South 88°24’22” East, 609.87 feet to the point of beginning; thence North 00°11’34” East, 157.90 feet; thence South 89°11’31” East, 115.14 feet ; thence North 00°29’35” West, 196.22 feet; thence North 41°31’49” East, 80.51 feet to the Southwesterly line of the US-10 expressway ; thence 528.15 feet along a 2147.01 foot radius curve to the right, having a central angle of 14°05’40”, and a chord bearing and distance of South 42°21’31” East, 526.82 feet, along said US-10 expressway; thence continuing 226.51 feet along a 2147.01 foot radius curve to the right, having a central angle of 06°02’41”, and a chord bearing and distance of South 32°17’21” East, 226.41 feet, along US-10 expressway; thence North 88°24’22” West, 566.00 feet ; thence North 00°41’06” East, 62.04 feet; thence North 23°34’58” West, 11.52 feet; thence North 63°28’30” West, 8.95 feet; thence North 89°18’50” West, 28.98 feet; thence North 89°17’14” West, 30.63 feet; thence North 00°06’37” East, 74.69 feet; thence North 88°24’22” West, 6.13 feet to the point of beginning.

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

6. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting .Person, as defined in the RRE Rule, prior to closing.

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.

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.

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.**

8. **NOTE: It appears the tax description(s) being used by Bay County do not match the deeded legal description(s). REQUIREMENT: Have taxes properly assessed by Bay County or the policy when issued will not insure against any loss or damage sustained by the legal description and tax description not matching.**

SCHEDULE BI
Continued

9. Submit a copy of the resolution of the Board of Directors of Millennium Bank, an Illinois banking corporation authorizing the Sale and identifying the individual(s) authorized to execute the proposed Conveyance on behalf of the corporation.

10. Warranty deed from Millennium Bank, an Illinois banking corporation to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 of Schedule A hereof.

11. Proper termination of Financing Statement excepted on Schedule B-II.

12. Pay unpaid taxes and assessments unless shown as paid:
2025 Winter Taxes in the base amount of $427.51 DUE & DELINQUENT
2025 Summer Taxes in the base amount of $2,829.42 DUE & DELINQUENT
Tax Parcel Identification:
Property Address: 800 Rockwell Dr
Tax Parcel No.: 190-019-070-020-00
City of Midland Tax Code: 31-19-70-020
2025 State Equalized Value: $139,400.00
2025 Taxable Value: $51,263.00
Principal Residence Exemption: 0%
Special Assessments:
School District: Bay City

The amounts shown as unpaid do not include collection fees, penalties or interest.

13. Pay unpaid taxes and assessments unless shown as paid:
2025 Winter Taxes in the base amount of $6,035.80 Paid
2025 Summer Taxes in the base amount of $39,944.86 Paid
Tax Parcel Identification:
Property Address: 5217 Bay City Rd
Tax Parcel No.: 190-019-070-050-00
City of Midland Tax Code: 31-19-70-050
2025 State Equalized Value: $723,700.00
2025 Taxable Value: $723,700.00
Principal Residence Exemption: 0%
Special Assessments:
School District: Bay City

The amounts shown as unpaid do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

5. 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.

6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

7. Taxes or special assessments which are not shown as existing liens by the Public Records.

8. 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.

9. 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.

10. 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.

11. 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.

SCHEDULE BII
Continued

12. **Any loss or damage resulting from Tax description not matching the deeded legal descriptions.**

13. **Financing Statement showing SUBH Hospitality Inc. as Debtor and Corporation Service Company as Secured Party recorded February 3, 2020 in Instrument No. 202001495, Bay County Records.**

14. **Terms and Conditions contained in a Reciprocal Easement Agreement between Nicolaos A. Rapanos and Valley Plaza Parking LLC recorded in Liber 2646 at Page 461 and Amended and Restated in Instrument No. 201813135.**

15. **Terms and Conditions contained in Default Judgment recorded April 22, 2022 in Instrument No. 202206597.**

16. **Terms and Conditions contained in Declaration of Restrictive Covenant recorded in Liber 3089 at Page 10.**

17. **Terms and Conditions contained in Land Contract recorded in Liber 479 at Page 637.**

18. **Terms and Conditions contained in Determination of Necessity and Taking recorded in Liber 487 at Page 213.**

19. **Easement in favor of Consumers Energy Company recorded in Liber 2708 at Page 59 and Instrument No. 202505539.**

20. **Right of Way as set forth in Deed recorded in Liber 501 at Page 104.**

21. **Highway Easement Release in favor of the State of Michigan and the Covenants, Conditions and Restrictions Contained in Instrument recorded in Liber 480 at Page 557. (Partial) Relinquishment of Easement recorded in Liber 2323 at Page 779.**

22. **Right of Way in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 563 at Page 223; Liber 573 at Page 630; Liber 609 at Page 24; and Liber 843 at Page 787.**

23. **Easement for Underground Electric Line in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 2427 at Page 424.**

24. **Terms and Conditions contained in Land Division Affidavit recorded in Instrument No. 201916796.**

25. **Rights of others in and to any common wall located on subject property.**

26. **Any claim based on the failure to comply with the provisions of Governmental laws and regulations regarding the division of land.**

SCHEDULE BII
Continued

27. Lien for outstanding water or sewer charges, if any.

28. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.

29. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

30. Taxes and Assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage, or loss of any homestead exemption status for the insured premises.

31. Rights of parties in possession.

32. Rights of tenants, as tenants only and those claiming through them, in any unrecorded leases.