



Commitment for Title Insurance

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

Issuing Agent: Oak Title Services, LLC
Issuing Office: 211 Hilltop, Suite 7A, St. Joseph, MI 49085
Issuing Office's ALTA® Registry ID: 1212064
Loan ID No.:
Commitment No.: SJ25-10157362
Issuing Office File No.: SJ25-10157362
Property Address: 790 Nickerson Ave., Benton Harbor, MI 49022

SCHEDULE A

1. Commitment Date: September 3, 2026 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners (2021)
Proposed Insured: LEI Properties, LLC, a Michigan Limited Liability Company
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:

LEI Properties, LLC, a Michigan Limited Liability Company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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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. Oak Title Services, LLC requires that an Owner's Affidavit and Estoppel Certificate be signed for their files.
6. 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.
7. 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 Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
8. Record a Warranty Deed from LEI Properties, LLC, a Michigan Limited Liability Company to LEI Properties, LLC, a Michigan Limited Liability Company.
9. Record a discharge of the mortgage between LEI Properties, LLC, as mortgagor and Chemical Bank, as mortgagee in the original stated principal amount of _____ dated September 18, 2009, recorded September 25, 2009 in Liber 2899, Page 127, and modification in Liber 2909, Page 1649, Berrien County Records.
10. Record a discharge of the Assignment of Rents and Leases between LEI Properties, LLC, as assignor and Chemical Bank, as assignee in the original stated principal amount of _____ dated September 18, 2009, recorded September 25, 2009 in Liber 2899, Page 138, Berrien County Records.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



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SCHEDULE B, PART I

(Continued)

11. Prior to Closing furnish to the Company a certified copy of (1) the Articles of Organization (with all amendments) of LEI Properties, LLC, a Michigan Limited Liability Company, and (2) the Operating Agreement (with all amendments) or satisfactory evidence of sole membership, along with a certificate from the Michigan Department of Commerce-Corporation and Securities Bureau indicating proper filing of the articles. This commitment is subject to any further requirements that shall then be deemed necessary.
12. Pay taxes and assessments unless shown as paid.
13. Taxes examined and found paid through 2025.
2026 Summer taxes, with a base amount of \$4,750.92, are due in the amount of \$4,894.88, if paid by September 30, 2026.
2025 Winter taxes are paid in the amount of \$2,445.56.
Tax Parcel No.: 11-03-0031-0043-16-7
State Equalized Value: \$156,500.00 (2026)
Taxable Value: \$135,763.00 (2026)
School District: Benton Harbor Area
Special Assessments: Drain 320 Assessment in the amount of \$27.97; Drain 391 Assessment in the amount of \$.43 and Drain 701 Assessment in the amount of \$113.58 are all included in the 2025 Winter tax bill.
14. NOTE: Tax information obtained from the local taxing authority discloses the 2026 taxes were assessed as 0% Homestead property. The homestead exemption status is for informational purposes only, the accuracy of which is neither guaranteed nor insured. No liability is assumed by the company issuing the title insurance policy(ies) for any tax increase occasioned by retroactive reassessment of change in land usage or loss of any homestead exemption status for the insured premises. Any questions regarding the current homestead status of the property should be directed to the local taxing authority.
15. Utilities not examined. For current information contact the Township of Benton.

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Schedule BI



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Commitment for Title Insurance

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. 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.
 - a. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
 - b. Easements, claims of easements or encumbrances that are not shown in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
 - d. Any lien, or right to a lien, of services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
3. Taxes and assessments not yet due and payable at Commitment Effective Date.
4. 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.
5. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records or unrecorded.
6. All oil, gas and mineral interests of every kind and nature and all rights pertinent thereto.
7. Rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes.
8. Easement/Right of Way granted to Indiana & Michigan Electric Company disclosed by instrument recorded in Liber 52 of MR, Page 457, Berrien County Records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



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SCHEDULE B, PART II

(Continued)

9. Terms, covenants, restrictions, conditions, and other provisions as contained in the Water Line Easement Agreement recorded in Liber 1222, Page 1083 and in Liber 1237, Page 1040, Berrien County Records.
10. Easement/Right of Way granted to Michigan Bell Telephone Company disclosed by instrument recorded in Liber 1668, Page 499, Berrien County Records.
11. Easement/Right of Way granted to Michigan Bell Telephone Company disclosed by instrument recorded in Liber 2279, Page 1407 and Liber 2279, Page 1410, Berrien County Records.
12. Easement/Right of Way granted to Indiana Michigan Electric Company disclosed by instrument recorded in Liber 3380, Page 845, Berrien County Records.
13. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109 (3) of the Subdivision Act of 1967, as amended.
14. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
15. NOTE: This Informational Commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This Informational Commitment is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

See [Title Supporting Docs](#) here.

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Schedule BII



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LEGAL DESCRIPTION

The land referred to in this commitment, situated in the Township of Benton, County of Berrien, and State of Michigan, is described as follows:

Part of the Southeast 1/4 of Section 31, Township 4 South, Range 18 West, described as follows:

Beginning at the Southeast corner of said Section 31; thence North 89 degrees 20 minutes West, along the South Section line, 410.00 feet; thence North 00 degrees 02 minutes East 478.15 feet; thence West 170.04 feet to the place of beginning of the land herein described, said place of beginning being the Southwest corner of Inter-City Bank property; thence North 332.15 feet to the center of Nickerson Avenue; thence North 73 degrees 48 minutes West 125.46 feet; thence South 181.17 feet; thence West 98.96 feet; thence South 130.21 feet; thence West 125.00 feet to the center of Somerleyton Road; thence South 52.85 feet, more or less, to a point that is due West of the place of beginning; thence East 344.00 feet to the place of beginning.

EXCEPTING THEREFROM Beginning at the Southeast corner of said Section 31; thence West 700.04 feet; thence North 661.21 feet to the place of beginning of the land herein described; thence continuing North 181.17 feet to the centerline of Nickerson Avenue; thence South 73 degrees 48 minutes East, along said centerline, 22.28 feet; thence South 03 degrees 43 minutes 45 seconds West 175.32 feet; thence West 10.00 feet to the place of beginning.

Parcel No.: 11-03-0031-0043-16-7

The Property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.