

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds

RECORDED

March 23, 2018 10:36:49 AM

Liber 4230 Page 515-521 L
FEE: \$30.00



Liber 4230 Page 515 #2018004780

MEMORANDUM OF LEASE

⑦

This document is recorded to give notice that on January 19, 2018, Sprouting Grass Farms, LLC., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101, entered into a lease with Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor") to lease brewery/tasting room and related space on the real property described and shown on the attached Exhibits A and B. The lease runs for 99 years, terminating December 31, 2116.

LESSOR

Day Moon Enterprises, LLC

Hannah Lee, Member

LESSEE

Sprouting Grass Farms, LLC

Charles Steinhardt, Member

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this March 21, 2018, by Hannah Lee, Member of Day Moon Enterprises, LLC, a Michigan limited liability company, on behalf of the company.

/s/ Denise O. Malevitis

Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

RECEIVED
18 MAR 22 PM 4:11

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this March 21, 2018, by Charles Steinhardt, Member of Sprouting Grass Farms, LLC, a Michigan limited liability company, on behalf of the company.

/s/ Denise O Malevitis
Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

Drafted by, and after recording, return to:

✓ Hannah Lee
Day Moon Enterprises, LLC
9049 2nd St.
Baroda, MI 49101

Memorandum of Ground Lease

This MEMORANDUM OF GROUND LEASE (the "Memorandum") is made and entered into as of January 19, 2018, by and between Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor"), and Sprouting Grass Farms, LLC., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101.

RECITALS

WHEREAS, Lessor is the owner of certain lands comprising approximately 58 acres and known as with an address of 1630 Blue Star Highway, Fennville MI 49408, Township of Ganges, County of Allegan, State of Michigan, ("Parcel") more particularly described in Exhibit A hereunto annexed and made a part hereof, and Lessee is desirous of leasing a portion of said Parcel and an easement as defined in Exhibit B ("Property") from Lessor on the terms and conditions hereinafter set forth.

WHEREAS, pursuant to that certain Ground Lease Agreement between Lessor and Lessee dated January 18, 2018, the Lessee is leasing from the Lessor an approximately 51-acre portion of said Parcel; and

WHEREAS, this Memorandum is intended to constitute record notice of the Lease and is entered into pursuant of Article 28 of the Ground Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. Lease of Property. The Lessor, for and in consideration of the rents hereinafter reserved by Lessor and the covenants, terms and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, does hereby take and lease the Property from the Lessor upon and subject to the terms and conditions contained in the Ground Lease. The Lessee acknowledged and agrees that the Lessee is leasing the Property in its "AS IS" condition and without any express or implied warranties.

2. Term of Lease. The term of this Lease ("Term") shall be 99 years, beginning December 31, 2017 and terminating at midnight, December 31, 2116, subject to earlier termination as herein set forth.

3. Memorandum. This instrument is intended to constitute a Memorandum of the Ground Lease. In the event of any conflict or inconsistency between the terms hereof and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control. The terms and provisions of the Ground Lease and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR

Day Moon Enterprises, LLC



Hannah Lee, Member

LESSEE

Sprouting Grass Farms, LLC



Charles Steinhardt, Member

EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION of PARCEL

The following described properties are situated in the Township of Ganges, County of Allegan, State of Michigan, legally described as:

Parcel 1:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 658.83 feet South 88°54'30" East of the South quarter post of the Section, said point of beginning being the Southwest corner of the East half of the Southwest quarter of the Southeast quarter of the section; thence North 00°04'29" East, 1308.71 feet to the East and West eighth line in the Southeast quarter; thence South 88°58'27" East on said eighth line, 1316.48 feet to the North and South eighth line in said Southeast quarter; thence South 00°01'30" West on same 416.88 feet; thence South 88°58'27" East, 317.58 feet to the center of Blue Star Highway; thence on said center 512.81 feet along a curve to the right with a radius of 2292.00 feet and a chord that bears South 37°51'43" West, 511.74 feet; thence continuing on said center South 44°47'37" West, 668.99 feet to the South line of the Section; thence North 88°54'30" West on same, 850.04 feet to the point of beginning.

Tax Parcel Number: 03-07-020-027-00

Parcel 2:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.53 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 150.00 feet; thence South 00°04'29" West on the East line of the West ½ of the Southwest ¼ of the Southeast ¼ 1308.71 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-10

Parcel 3:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.36 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line, 150.00 feet; thence South 00°04'29" West parallel with the East line of the West ½ of the Southwest ¼ of the Southeast ¼, 1308.53 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-12

Parcel 4:

Beginning on the North and South ¼ line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00°06'00" East of the South ¼ post of the section; thence North 00°06'00" East on said ¼ West 1/8 line in the Southeast ¼, 1204.94 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 358.24 feet; thence South 00°04'29" West 1308.36 feet to the South section line; thence North 88°54'30" West on same 238.83 feet; thence North 00°06'00" East 103.00 feet; thence North 88°54'30" West, 120.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-11

EXHIBIT B - LEASED PORTION OF THE PARCEL

The lessee's leased Property includes:

- (1) Approximately 51 acres of the Parcel, described as below:

Part of the southeast 1/4 of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, described as: Commencing 103.00 feet north of the south 1/4 corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway; thence southerly along said centerline 1180.73 feet to the south section line; thence west 1388.87 feet; thence north 103.00 feet; thence west 102.00 feet to the point of beginning.

EXCEPT commencing at the south 1/4 corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway to the point of beginning of said exception. Thence southerly along said centerline 100.00 feet; thence west 277.25 feet; thence north 58.50 feet; thence west 1122.44 feet; thence south 233.00 feet; thence west 288.00 feet; thence north 400.25 feet; thence east 325.00 feet; thence south 115.25 feet; thence east 1085.44 feet; thence north 22.66 feet; thence east 317.58 feet to the point of beginning.

The above-described Exceptions to lessee's leased Property include:

Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area.

(2) Easements of are hereby granted to reasonably access said leased Property described above in (1), above, to access, engage in farming activities (including planting, harvesting, spraying, pruning, mowing, maintenance of irrigation etc.). Lessee shall restore the premises to their original condition following construction or farming activity in any such easement or right of way.

(3) TOGETHER WITH all appurtenances and improvements on the leased portion of the Parcel and any easements, as described in (1) and (2).

(4) SUBJECT to easements to install, access and/or maintain as necessary the following on the leased Property above by the Lessor and/or other Lessees of the Lessor:

Signs related to the business of Lessor and/or other Lessees of the Lessor, temporary easements to the secondary driveway to 116th Ave., easements to disperse process wastewater above or below ground in a spray or septic field on said Leased Property. All signs, drain pipes below and above ground shall be maintained by Lessor and/or other Lessees of the Lessor, at their own expense and Lessor and/or other Lessees of the Lessor assumes all liability arising therefrom.

(5) SUBJECT TO utility easements and rights-of-way of record.

(6) RESERVING nonetheless, to the Lessor such future easements and rights of way for passage over the above-described premises, including temporary easements for construction thereof, to serve other lands of the Lessor or Lessor's successors and assigns. The locations of any such future easements and rights of way shall not interfere with improvements on Lessee's premises, Lessor and Lessee shall agree upon the specific locations of such easements and rights of way, and Lessor shall restore the premises to their original condition following construction in any such easement or right of way.

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds



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March 23, 2018 10:36:49 AM
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Liber 4230 Page 522 #2018004781

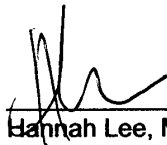
MEMORANDUM OF LEASE

(6)

This document is recorded to give notice that on January 19, 2018, Thistle Brewery L.L.C., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101, entered into a lease with Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor") to lease brewery/tasting room and related space on the real property described and shown on the attached Exhibits A and B. The lease runs for 99 years, terminating December 31, 2116.

LESSOR

Day Moon Enterprises, LLC


Hannah Lee, Member

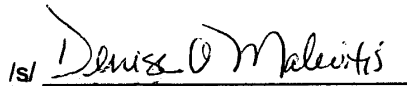
LESSEE

Thistle Brewery L.L.C.


Charles Steinhardt, Member

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this 21 / March, 2018, by Hannah Lee, Member of Day Moon Enterprises, LLC, a Michigan limited liability company, on behalf of the company.

/s/ 

Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

RECEIVED

18 MAR 22 PM 4:11

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this 21 / March, 2018, by Charles Steinhardt, Member of Thistle Brewery L.L.C., a Michigan limited liability company, on behalf of the company.

/s/ Denise O Malevitis
Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

Drafted by, and after recording, return to:

✓ Hannah Lee
Day Moon Enterprises, LLC
9049 2nd St.
Baroda, MI 49101

Memorandum of Ground Lease

This MEMORANDUM OF GROUND LEASE (the "Memorandum") is made and entered into as of January 19, 2018, by and between Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor"), and Thistle Brewery L.L.C., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101.

RECITALS

WHEREAS, Lessor is the owner of certain lands comprising approximately 58 acres and known as with an address of 6873 116th Ave., Fennville MI 49408, Township of Ganges, County of Allegan, State of Michigan, ("Parcel") more particularly described in Exhibit A hereunto annexed and made a part hereof, and Lessee is desirous of leasing a portion of said Parcel and an easement as defined in Exhibit B ("Property") from Lessor on the terms and conditions hereinafter set forth.

WHEREAS, pursuant to that certain Ground Lease Agreement between Lessor and Lessee dated January 18, 2018, the Lessee is leasing from the Lessor a Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area, as described in Exhibit B ; and

WHEREAS, this Memorandum is intended to constitute record notice of the Lease and is entered into pursuant of Article 28 of the Ground Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. Lease of Property. The Lessor, for and in consideration of the rents hereinafter reserved by Lessor and the covenants, terms and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, does hereby take and lease the Property from the Lessor upon and subject to the terms and conditions contained in the Ground Lease. The Lessee acknowledged and agrees that the Lessee is leasing the Property in its "AS IS" condition and without any express or implied warranties.

2. Term of Lease. The term of this Lease ("Term") shall be 99 years, beginning December 31, 2017 and terminating at midnight, December 31, 2116, subject to earlier termination as herein set forth.

3. Memorandum. This instrument is intended to constitute a Memorandum of the Ground Lease. In the event of any conflict or inconsistency between the terms hereof and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control. The terms and provisions of the Ground Lease and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR

Day Moon Enterprises, LLC



Hannah Lee, Member

LESSEE

Thistle Brewery L.L.C.



Charles Steinhardt, Member

EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION of PARCEL

The following described properties are situated in the Township of Ganges, County of Allegan, State of Michigan, legally described as:

Parcel 1:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 658.83 feet South 88°54'30" East of the South quarter post of the Section, said point of beginning being the Southwest corner of the East half of the Southwest quarter of the Southeast quarter of the section; thence North 00°04'29" East, 1308.71 feet to the East and West eighth line in the Southeast quarter; thence South 88°58'27" East on said eighth line, 1316.48 feet to the North and South eighth line in said Southeast quarter; thence South 00°01'30" West on same 416.88 feet; thence South 88°58'27" East, 317.58 feet to the center of Blue Star Highway; thence on said center 512.81 feet along a curve to the right with a radius of 2292.00 feet and a chord that bears South 37°51'43" West, 511.74 feet; thence continuing on said center South 44°47'37" West, 668.99 feet to the South line of the Section; thence North 88°54'30" West on same, 850.04 feet to the point of beginning.

Tax Parcel Number: 03-07-020-027-00

Parcel 2:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.53 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 150.00 feet; thence South 00°04'29" West on the East line of the West ½ of the Southwest ¼ of the Southeast ¼ 1308.71 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-10

Parcel 3:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.36 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line, 150.00 feet; thence South 00°04'29" West parallel with the East line of the West ½ of the Southwest ¼ of the Southeast ¼, 1308.53 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-12

Parcel 4:

Beginning on the North and South ¼ line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00°06'00" East of the South ¼ post of the section; thence North 00°06'00" East on said ¼ West 1/8 line in the Southeast ¼, 1204.94 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 358.24 feet; thence South 00°04'29" West 1308.36 feet to the South section line; thence North 88°54'30" West on same 238.83 feet; thence North 00°06'00" East 103.00 feet; thence North 88°54'30" West, 120.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-11

EXHIBIT B - LEASED PORTION OF THE PARCEL

The lessee's leased Property includes:

- (1) Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area as described below:

Part of the southeast 1/4 of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, described as: Commencing at the south ¼ corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway to the point of beginning of said exception. Thence southerly along said centerline 100.00 feet; thence west 277.25 feet; thence north 58.50 feet; thence west 1122.44 feet; thence south 233.00 feet; thence west 288.00 feet; thence north 400.25 feet; thence east 325.00 feet; thence south 115.25 feet; thence east 1085.44 feet; thence north 22.66 feet; thence east 317.58 feet to the point of beginning.

- (2) Easements are hereby granted to install, access and/or maintain as necessary the following on the remainder of the Parcel not described above in (1):

Any signs related to Lessee's business, the secondary driveway to 116th Ave., easements to disperse process wastewater above or below ground in a spray or septic field. All signs, drain pipes below and above ground shall be maintained by Lessee at their own expense and Lessee assumes all liability arising therefrom.

- (3) TOGETHER WITH all appurtenances and improvements on the leased portion of the Parcel and any easements, as described in (1) and (2) above.

(4) SUBJECT to temporary easements of Lessor or any other Lessees of said Lessor to reasonably access said leased Property described above in (1), above, to access, engage in farming activities (including planting, harvesting, spraying, pruning, mowing, maintenance of irrigation etc.). Lessor and/or any other Lessees of said Lessor shall restore the premises to their original condition following construction or farming activity in any such easement or right of way.

- (5) SUBJECT TO utility easements and rights-of-way of record.

(6) RESERVING nonetheless, to the Lessor such future easements and rights of way for passage over the above-described premises, including temporary easements for construction thereof, to serve other lands of the Lessor or Lessor's successors and assigns. The locations of any such future easements and rights of way shall not interfere with improvements on Lessee's premises, Lessor and Lessee shall agree upon the specific locations of such easements and rights of way, and Lessor shall restore the premises to their original condition following construction in any such easement or right of way.

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this March 21, 2018, by Charles Steinhardt, Member of Sprouting Grass Farms, LLC, a Michigan limited liability company, on behalf of the company.

/s/ Denise O Malevitis
Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

Drafted by, and after recording, return to:

✓ Hannah Lee
Day Moon Enterprises, LLC
9049 2nd St.
Baroda, MI 49101

Memorandum of Ground Lease

This MEMORANDUM OF GROUND LEASE (the "Memorandum") is made and entered into as of January 19, 2018, by and between Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor"), and Sprouting Grass Farms, LLC., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101.

RECITALS

WHEREAS, Lessor is the owner of certain lands comprising approximately 58 acres and known as with an address of 1630 Blue Star Highway, Fennville MI 49408, Township of Ganges, County of Allegan, State of Michigan, ("Parcel") more particularly described in Exhibit A hereunto annexed and made a part hereof, and Lessee is desirous of leasing a portion of said Parcel and an easement as defined in Exhibit B ("Property") from Lessor on the terms and conditions hereinafter set forth.

WHEREAS, pursuant to that certain Ground Lease Agreement between Lessor and Lessee dated January 18, 2018, the Lessee is leasing from the Lessor an approximately 51-acre portion of said Parcel; and

WHEREAS, this Memorandum is intended to constitute record notice of the Lease and is entered into pursuant of Article 28 of the Ground Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. Lease of Property. The Lessor, for and in consideration of the rents hereinafter reserved by Lessor and the covenants, terms and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, does hereby take and lease the Property from the Lessor upon and subject to the terms and conditions contained in the Ground Lease. The Lessee acknowledged and agrees that the Lessee is leasing the Property in its "AS IS" condition and without any express or implied warranties.

2. Term of Lease. The term of this Lease ("Term") shall be 99 years, beginning December 31, 2017 and terminating at midnight, December 31, 2116, subject to earlier termination as herein set forth.

3. Memorandum. This instrument is intended to constitute a Memorandum of the Ground Lease. In the event of any conflict or inconsistency between the terms hereof and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control. The terms and provisions of the Ground Lease and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR

Day Moon Enterprises, LLC



Hannah Lee, Member

LESSEE

Sprouting Grass Farms, LLC



Charles Steinhardt, Member

EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION of PARCEL

The following described properties are situated in the Township of Ganges, County of Allegan, State of Michigan, legally described as:

Parcel 1:

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Tax Parcel Number: 03-07-020-027-00

Parcel 2:

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Tax Parcel Number: 03-07-020-019-10

Parcel 3:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.36 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line, 150.00 feet; thence South 00°04'29" West parallel with the East line of the West ½ of the Southwest ¼ of the Southeast ¼, 1308.53 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-12

Parcel 4:

Beginning on the North and South ¼ line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00°06'00" East of the South ¼ post of the section; thence North 00°06'00" East on said ¼ West 1/8 line in the Southeast ¼, 1204.94 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 358.24 feet; thence South 00°04'29" West 1308.36 feet to the South section line; thence North 88°54'30" West on same 238.83 feet; thence North 00°06'00" East 103.00 feet; thence North 88°54'30" West, 120.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-11

EXHIBIT B - LEASED PORTION OF THE PARCEL

The lessee's leased Property includes:

- (1) Approximately 51 acres of the Parcel, described as below:

Part of the southeast 1/4 of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, described as: Commencing 103.00 feet north of the south 1/4 corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway; thence southerly along said centerline 1180.73 feet to the south section line; thence west 1388.87 feet; thence north 103.00 feet; thence west 102.00 feet to the point of beginning.

EXCEPT commencing at the south 1/4 corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway to the point of beginning of said exception. Thence southerly along said centerline 100.00 feet; thence west 277.25 feet; thence north 58.50 feet; thence west 1122.44 feet; thence south 233.00 feet; thence west 288.00 feet; thence north 400.25 feet; thence east 325.00 feet; thence south 115.25 feet; thence east 1085.44 feet; thence north 22.66 feet; thence east 317.58 feet to the point of beginning.

The above-described Exceptions to lessee's leased Property include:

Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area.

(2) Easements of are hereby granted to reasonably access said leased Property described above in (1), above, to access, engage in farming activities (including planting, harvesting, spraying, pruning, mowing, maintenance of irrigation etc.). Lessee shall restore the premises to their original condition following construction or farming activity in any such easement or right of way.

(3) TOGETHER WITH all appurtenances and improvements on the leased portion of the Parcel and any easements, as described in (1) and (2).

(4) SUBJECT to easements to install, access and/or maintain as necessary the following on the leased Property above by the Lessor and/or other Lessees of the Lessor:

Signs related to the business of Lessor and/or other Lessees of the Lessor, temporary easements to the secondary driveway to 116th Ave., easements to disperse process wastewater above or below ground in a spray or septic field on said Leased Property. All signs, drain pipes below and above ground shall be maintained by Lessor and/or other Lessees of the Lessor, at their own expense and Lessor and/or other Lessees of the Lessor assumes all liability arising therefrom.

(5) SUBJECT TO utility easements and rights-of-way of record.

(6) RESERVING nonetheless, to the Lessor such future easements and rights of way for passage over the above-described premises, including temporary easements for construction thereof, to serve other lands of the Lessor or Lessor's successors and assigns. The locations of any such future easements and rights of way shall not interfere with improvements on Lessee's premises, Lessor and Lessee shall agree upon the specific locations of such easements and rights of way, and Lessor shall restore the premises to their original condition following construction in any such easement or right of way.

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds



RECORDED
March 23, 2018 10:36:49 AM
Liber 4230 Page 522-527 L
FEE: \$30.00



Liber 4230 Page 522 #2018004781

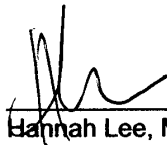
(6)

MEMORANDUM OF LEASE

This document is recorded to give notice that on January 19, 2018, Thistle Brewery L.L.C., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101, entered into a lease with Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor") to lease brewery/tasting room and related space on the real property described and shown on the attached Exhibits A and B. The lease runs for 99 years, terminating December 31, 2116.

LESSOR

Day Moon Enterprises, LLC


Hannah Lee, Member

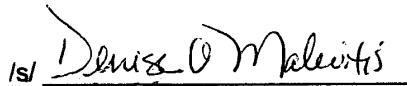
LESSEE

Thistle Brewery L.L.C.


Charles Steinhardt, Member

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this 21 / March, 2018, by Hannah Lee, Member of Day Moon Enterprises, LLC, a Michigan limited liability company, on behalf of the company.

/s/ 

Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

RECEIVED

18 MAR 22 PM 4:11

STATE OF MICHIGAN)
BERRIEN COUNTY)

The foregoing instrument was acknowledged before me this 21 / March, 2018, by Charles Steinhardt, Member of Thistle Brewery L.L.C., a Michigan limited liability company, on behalf of the company.

/s/ Denise O Malevitis
Notary Public, State of Michigan, County of Berrien

Denise O. Malevitis
Notary Public
Berrien County, MI
My Commission Expires: 9/7/2019

Drafted by, and after recording, return to:

✓ Hannah Lee
Day Moon Enterprises, LLC
9049 2nd St.
Baroda, MI 49101

Memorandum of Ground Lease

This MEMORANDUM OF GROUND LEASE (the "Memorandum") is made and entered into as of January 19, 2018, by and between Day Moon Enterprises, LLC, a Limited Liability Company chartered by the State of Michigan, with an address of 9049 2nd Street, Baroda MI 49101 (hereinafter called "Lessor"), and Thistle Brewery L.L.C., a Limited Liability Company chartered by the State of Michigan (hereinafter called "Lessee") with an address of 9049 2nd Street, Baroda MI 49101.

RECITALS

WHEREAS, Lessor is the owner of certain lands comprising approximately 58 acres and known as with an address of 6873 116th Ave., Fennville MI 49408, Township of Ganges, County of Allegan, State of Michigan, ("Parcel") more particularly described in Exhibit A hereunto annexed and made a part hereof, and Lessee is desirous of leasing a portion of said Parcel and an easement as defined in Exhibit B ("Property") from Lessor on the terms and conditions hereinafter set forth.

WHEREAS, pursuant to that certain Ground Lease Agreement between Lessor and Lessee dated January 18, 2018, the Lessee is leasing from the Lessor a Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area, as described in Exhibit B ; and

WHEREAS, this Memorandum is intended to constitute record notice of the Lease and is entered into pursuant of Article 28 of the Ground Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. Lease of Property. The Lessor, for and in consideration of the rents hereinafter reserved by Lessor and the covenants, terms and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, does hereby take and lease the Property from the Lessor upon and subject to the terms and conditions contained in the Ground Lease. The Lessee acknowledged and agrees that the Lessee is leasing the Property in its "AS IS" condition and without any express or implied warranties.

2. Term of Lease. The term of this Lease ("Term") shall be 99 years, beginning December 31, 2017 and terminating at midnight, December 31, 2116, subject to earlier termination as herein set forth.

3. Memorandum. This instrument is intended to constitute a Memorandum of the Ground Lease. In the event of any conflict or inconsistency between the terms hereof and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control. The terms and provisions of the Ground Lease and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR

Day Moon Enterprises, LLC



Hannah Lee, Member

LESSEE

Thistle Brewery L.L.C.



Charles Steinhardt, Member

EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION of PARCEL

The following described properties are situated in the Township of Ganges, County of Allegan, State of Michigan, legally described as:

Parcel 1:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 658.83 feet South 88°54'30" East of the South quarter post of the Section, said point of beginning being the Southwest corner of the East half of the Southwest quarter of the Southeast quarter of the section; thence North 00°04'29" East, 1308.71 feet to the East and West eighth line in the Southeast quarter; thence South 88°58'27" East on said eighth line, 1316.48 feet to the North and South eighth line in said Southeast quarter; thence South 00°01'30" West on same 416.88 feet; thence South 88°58'27" East, 317.58 feet to the center of Blue Star Highway; thence on said center 512.81 feet along a curve to the right with a radius of 2292.00 feet and a chord that bears South 37°51'43" West, 511.74 feet; thence continuing on said center South 44°47'37" West, 668.99 feet to the South line of the Section; thence North 88°54'30" West on same, 850.04 feet to the point of beginning.

Tax Parcel Number: 03-07-020-027-00

Parcel 2:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.53 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 150.00 feet; thence South 00°04'29" West on the East line of the West ½ of the Southwest ¼ of the Southeast ¼ 1308.71 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-10

Parcel 3:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88°54'30" East of the South ¼ post of the section; thence North 00°04'29" East 1308.36 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line, 150.00 feet; thence South 00°04'29" West parallel with the East line of the West ½ of the Southwest ¼ of the Southeast ¼, 1308.53 feet to the South line of the section; thence North 88°54'30" West on same, 150.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-12

Parcel 4:

Beginning on the North and South ¼ line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00°06'00" East of the South ¼ post of the section; thence North 00°06'00" East on said ¼ West 1/8 line in the Southeast ¼, 1204.94 feet to the East and West 1/8 line; thence South 88°58'27" East on said 1/8 line 358.24 feet; thence South 00°04'29" West 1308.36 feet to the South section line; thence North 88°54'30" West on same 238.83 feet; thence North 00°06'00" East 103.00 feet; thence North 88°54'30" West, 120.00 feet to the point of beginning.

Tax Parcel Number: 03-07-020-019-11

EXHIBIT B - LEASED PORTION OF THE PARCEL

The lessee's leased Property includes:

- (1) Driveway from Blue Star Highway, parking lot, main building and auxiliary building and the surrounding area as described below:

Part of the southeast 1/4 of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, described as: Commencing at the south ¼ corner of said Section 20; thence north 1204.94 feet; thence east 1974.72 feet; thence south 416.88 feet; thence east 317.58 feet to the centerline of Blue Star Highway to the point of beginning of said exception. Thence southerly along said centerline 100.00 feet; thence west 277.25 feet; thence north 58.50 feet; thence west 1122.44 feet; thence south 233.00 feet; thence west 288.00 feet; thence north 400.25 feet; thence east 325.00 feet; thence south 115.25 feet; thence east 1085.44 feet; thence north 22.66 feet; thence east 317.58 feet to the point of beginning.

- (2) Easements are hereby granted to install, access and/or maintain as necessary the following on the remainder of the Parcel not described above in (1):

Any signs related to Lessee's business, the secondary driveway to 116th Ave., easements to disperse process wastewater above or below ground in a spray or septic field. All signs, drain pipes below and above ground shall be maintained by Lessee at their own expense and Lessee assumes all liability arising therefrom.

- (3) TOGETHER WITH all appurtenances and improvements on the leased portion of the Parcel and any easements, as described in (1) and (2) above.

(4) SUBJECT to temporary easements of Lessor or any other Lessees of said Lessor to reasonably access said leased Property described above in (1), above, to access, engage in farming activities (including planting, harvesting, spraying, pruning, mowing, maintenance of irrigation etc.). Lessor and/or any other Lessees of said Lessor shall restore the premises to their original condition following construction or farming activity in any such easement or right of way.

- (5) SUBJECT TO utility easements and rights-of-way of record.

(6) RESERVING nonetheless, to the Lessor such future easements and rights of way for passage over the above-described premises, including temporary easements for construction thereof, to serve other lands of the Lessor or Lessor's successors and assigns. The locations of any such future easements and rights of way shall not interfere with improvements on Lessee's premises, Lessor and Lessee shall agree upon the specific locations of such easements and rights of way, and Lessor shall restore the premises to their original condition following construction in any such easement or right of way.

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds

RECORDED

May 14, 2018 11:10:46 AM

Liber 4244 Page 876-878 M AM
FEE: \$30.00

Liber 4244 Page 876 #2018008856

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is made this 10th day of May, 2018, by GreenStone Farm Credit Services, ACA, a federally chartered corporation whose address is 3515 West Road, East Lansing, Michigan 48823 ("Lender"); and Day Moon Enterprises, LLC, a Michigan Limited Liability Company, of 9049 Second Street, P.O. Box 33, Baroda, MI 49101 ("Mortgagor").

1. Mortgagor signed and delivered to ACA a Michigan Open-End Mortgage (the "Mortgage") dated February 2, 2018, covering real estate in Allegan County, described as follows:

See Attached Exhibit A

2. The Mortgage was given for fair and adequate consideration to secure loans made by ACA to Thistle Brewery, LLC, a Michigan Limited Liability Company ("Borrowers"), and was recorded on February 2, 2018, in Liber 4220, page 630, Allegan County Records.

3. ACA has made further extensions of credit to Borrowers, upon application therefor by the Borrowers, of which the Mortgagors are aware and which further extensions of credit are intended by the parties to be secured by the Mortgage.

4. Mortgagor hereby ratifies and reaffirms the Mortgage, and agrees that the Mortgage shall secure and does secure all existing loans, loans being made concurrently with this Amendment, and loans that may be made in the future.

5. ACA, has obtained a guarantee of their loan obligation secured by the Mortgage from the United States Small Business Administration (SBA), which guarantee requires that security documents contain certain wetland conservation provisions. Mortgagors wish to amend the Mortgage to add the above wetland conservation provisions; and the Mortgage legal description is hereby amended and restated *in its entirety* by the "Exhibit A – Legal Description Attachment", which is affixed to this Amendment to Mortgage.

6. The Mortgagor acknowledges and agrees that the Mortgage is valid, binding and enforceable against Mortgagor and that there exist no claims, setoffs or defenses to or against enforcement of the Mortgage by ACA. This amendment is the product of negotiation and mutual agreements by and between the parties and shall be deemed to have been jointly drafted by them. There shall be no presumption under Michigan law construing this Amendment against any party.

7. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No third-party beneficiary, other than the parties to this Amendment, is intended or created by this Amendment.

8. This Amendment shall not be changed or terminated except in a written instrument executed by both the parties.

9. This Amendment shall continue in full force and effect until such time as the Mortgage is fully discharged or until all indebtedness owed by Mortgagor to ACA is paid off in full without intent to maintain a borrower/lender relationship, whichever shall occur first.

10. This Amendment supplements and amends the Mortgage and does not otherwise alter, modify or amend the loan and security documents between Mortgagor and ACA, nor shall it be interpreted or construed as a commitment to further extensions of credit or future loan servicing by ACA for Mortgagor's obligations.

18 MAY 14 AM 10:17

RECEIVED

GreenStone - Berrien Springs EW

Exhibit A
Legal Description

Land is situated in the County of Allegan, Township of Ganges, State of Michigan, and is described as follows:

Parcel A:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the section; thence North 00 degree 04 minutes 29 seconds East 1308.53 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 150.00 feet; thence South 00 degree 04 minutes 29 seconds West on the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.71 feet to the South line of the section; thence North 88 degrees 54 minutes 30 seconds West on same, 150.00 feet to the place of beginning.

Parcel B:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the section; thence North 00 degree 04 minutes 29 seconds East 1308.36 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line, 150.00 feet; thence South 00 degree 04 minutes 29 seconds West parallel with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.53 feet to the South line of the section; thence North 88 degrees 54 minutes 30 seconds West on same, 150.00 feet to the place of beginning.

Parcel C:

Beginning on the North and South 1/4 line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00 degree 06 minutes 00 second East of the South 1/4 post of the section; thence North 00 degree 06 minutes 00 second East on said 1/4 West 1/8 line in the Southeast 1/4, 1204.94 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 358.24 feet; thence South 00 degree 04 minutes 29 seconds West 1308.36 feet to the South section line; thence North 88 degrees 54 minutes 30 seconds West on same 238.83 feet; thence North 00 degree 06 minutes 00 second East 103.00 feet; thence North 88 degrees 54 minutes 30 seconds West, 120.00 feet to the place of beginning.

Parcel D:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Town 2 North Range 16 West, EXCEPT that part lying East of U.S. 31. And also that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20 which lies Westerly of U.S. 31, EXCEPT, that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20 being described as: Beginning on the East and West 1/8 line of the Southeast 1/4, Section 20 at a point 141.70 feet North 88 degrees 58 minutes 17 seconds West of the East line of the section; thence North 88 degrees 58 minutes 17 seconds West on said 1/8 line, 516.54 feet; thence South 00 degree 01 minute 30 seconds West 416.88 feet; thence South 89 degrees 58 minutes 17 seconds East, 317.58 feet to the center of Blue Star Highway; thence along the center of said highway on a curve to the left with a radius of 2292 feet to the far end of a chord that bears North 25 degrees 43 minutes 20 seconds East, a distance of 458.78 feet to the place of beginning.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No(s): For Reference Only:

Parcel A: Tax Parcel No.: 03-07-020-019-10

Parcel B: Tax Parcel No.: 03-07-020-019-12

Parcel C: Tax Parcel No.: 03-07-020-019-11

Parcel D: Tax Parcel No.: 03-07-020-027-00

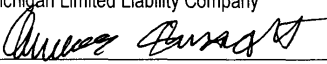
The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

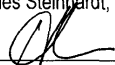
- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
 - b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local from state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this loan.
- Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

GreenStone Farm Credit Services, ACA

By: 
Tyson Lemon, Regional Vice President

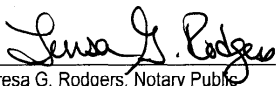
Day Moon Enterprises, LLC,
A Michigan Limited Liability Company

By: 
Charles Steinhardt, Member

By: 
Hannah Lee, Member

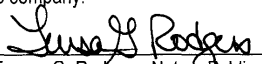
STATE OF MICHIGAN)
)ss. (Individual)
COUNTY OF Berrien)

On May 10, 2018, before me personally appeared Tyson Lemon, Regional Vice President, on behalf of GreenStone Farm Credit Services, ACA, a federally chartered association, as acknowledged the same as the free act and deed of company


Teresa G. Rodgers, Notary Public
Berrien County, Michigan
My Commission Expires December 20, 2022
Acting in Berrien County, Michigan

STATE OF Michigan)
) ss. (Company)
COUNTY OF Berrien)

On May 10, 2018, before me personally appeared: Charles Steinhardt and Hanna Lee to me known to be the person(s) described in and who executed the foregoing instrument as Members of Day Moon Enterprises, LLC, a Michigan Limited Liability Company and acknowledged the same as the free act and deed of the company.


Teresa G. Rodgers, Notary Public
Berrien County, Michigan
My Commission Expires December 20, 2022
Acting in Berrien County, Michigan

Drafted By:
Jessica LaCross, Sr. LDQA
GreenStone FCS
3515 West Road
East Lansing, MI 48823

Return to:
GreenStone Farm Credit Services
Teresa Rodgers
8302 Edgewood Road
Berrien Springs, MI 49103

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds

RECORDED

September 25, 2018 11:45:47 AM

Liber 4285 Page 137-141 M AM
FEE: \$30.00

Liber 4285 Page 137 #2018017246

Space Above is for Recording Information

AMENDMENT TO MORTGAGE

GSIS558 (07/18)



Drafted By: Jessica LaCross, GreenStone FCS
3515 West Rd.
East Lansing, MI 48823

Return To: GreenStone Farm Credit Services
Attn: Teresa Rodgers
8302 Edgewood Rd.
Berrien Springs, MI 49103

Loan No: 1317637900

THIS AMENDMENT TO MORTGAGE (Amendment) is made and entered into on **September 19, 2018**, by and between **GreenStone Farm Credit Services, ACA**, a federally chartered association, whose address is 3515 West Rd., East Lansing, MI 48823 (**GreenStone**), and **Day Moon Enterprises, LLC, a Michigan Limited Liability Company**, whose address is 9049 Second Street, P.O. Box 33, Baroda, MI 49101 (**Mortgagor**).

RECITALS

- A. WHEREAS, to secure extensions of credit made by GreenStone to **Thistle Brewery L.L.C., a Michigan Limited Liability Company (Borrower)**, Mortgagor executed and delivered to GreenStone, a Michigan Mortgage (the Mortgage) dated **February 2, 2018**, and recorded on **February 9, 2018**, in Book/Vol/Liber **4220** on Page **630** or Document No. **2018002558**, Allegan County Records covering real estate located in Allegan County, and legally described as follows:

See Attached Exhibit A - Legal Description

- B. WHEREAS, the parties desire to amend the Mortgage in the manner set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Reason for Amendment.
 - o Subsequent to executing the Mortgage, the Mortgagors discovered that the Mortgage legal description in the "Exhibit A – Legal Description Attachment" omits provisions for Mortgagee's security interest in certain **Brewery** Fixtures; and the Mortgage legal description is hereby amended and restated in its entirety by the "Exhibit A – Legal Description Attachment", which is affixed to this Amendment to Mortgage.
2. GreenStone and Mortgagor agree that, except as amended hereby, the Mortgage shall remain in full force and effect and is in all other respects ratified and confirmed.
3. Mortgagor acknowledges that the Mortgage is valid, binding, and enforceable against Mortgagor and that there exist no claims, setoffs, or defenses to or against enforcement of the Mortgage by GreenStone. This Amendment is the result of mutual agreement by and between the parties. There shall be no presumption under Michigan law construing this Amendment against any party.
4. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No third-party beneficiary, other than the parties to this Amendment, is intended or created by this

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18 SEP 25 AM 11:12

Amendment.

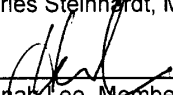
5. This Amendment shall not be modified in any way except in a written instrument executed by all parties to this Amendment.
6. This Amendment shall continue in full force and effect until such time as the Mortgage is fully discharged or until all indebtedness owed by Borrower to GreenStone is paid off in full without intent of the parties to maintain a borrower/lender relationship.
7. This Amendment supplements and amends the Mortgage and does not otherwise alter, modify or amend the loan and security documents between Mortgagor and GreenStone, nor shall it be interpreted or construed as a commitment to further extensions of credit or future loan servicing by GreenStone for Mortgagor's obligations.
8. This Amendment may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. An electronic reproduction of this fully-executed Amendment shall be as valid as the original.

GreenStone Farm Credit Services, ACA

By: 
Name: Tyson Lemon
Title: Regional VP

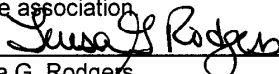
Day Moon Enterprises, LLC, A Michigan Limited
Liability Company

By: 
Charles Steinhardt, Member

By: 
Hannah Lee, Member

STATE OF MICHIGAN)
) ss.
 COUNTY OF Berrien)

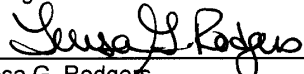
On September 19, 2018, before me personally appeared, Tyson Lemon, to me known to be the person described in and who executed the foregoing instrument as the Regional VP of GreenStone Farm Credit Services, ACA, a federally chartered association, as the free act and deed of the association.



 Teresa G. Rodgers, Notary Public
Berrien County, Michigan
 My Commission Expires December 20, 2022
 Acting in Berrien County, MICHIGAN

STATE OF MICHIGAN)
) ss. **(Limited Liability Company)**
 COUNTY OF Allegan)

On September 21, 2018, before me personally appeared: Charles Steinhardt and Hannah Lee, to me known to be the person(s) described in and who executed the foregoing instrument as Members of Day Moon Enterprises, LLC, A Michigan Limited Liability Company, and acknowledged the same as the free act and deed of the company.



 Teresa G. Rodgers, Notary Public
Berrien County, Michigan
 My Commission Expires December 20, 2022
 Acting in Allegan County, MICHIGAN

Exhibit A
Legal Description Attachment

Loan No: 1317637900

The land referred to in this Amendment, situated in Allegan County, Michigan, is described as follows:

Land is situated in the County of Allegan, Township of Ganges, State of Michigan, and is described as follows:

Parcel A:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 508.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the section; thence North 00 degree 04 minutes 29 seconds East 1308.53 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 150.00 feet; thence South 00 degree 04 minutes 29 seconds West on the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.71 feet to the South line of the section; thence North 88 degrees 54 minutes 30 seconds West on same, 150.00 feet to the place of beginning.

Parcel B:

Beginning on the South line of Section 20, Town 2 North, Range 16 West, at a point 358.83 feet South 88 degrees 54 minutes 30 seconds East of the South 1/4 post of the section; thence North 00 degree 04 minutes 29 seconds East 1308.36 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line, 150.00 feet; thence South 00 degree 04 minutes 29 seconds West parallel with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, 1308.53 feet to the South line of the section; thence North 88 degrees 54 minutes 30 seconds West on same, 150.00 feet to the place of beginning.

Parcel C:

Beginning on the North and South 1/4 line of Section 20, Town 2 North, Range 16 West, at a point 103.00 feet North 00 degree 06 minutes 00 second East of the South 1/4 post of the section; thence North 00 degree 06 minutes 00 second East on said 1/4 West 1/8 line in the Southeast 1/4, 1204.94 feet to the East and West 1/8 line; thence South 88 degrees 58 minutes 27 seconds East on said 1/8 line 358.24 feet; thence South 00 degree 04 minutes 29 seconds West 1308.36 feet to the South section line; thence North 88 degrees 54 minutes 30 seconds West on same 238.83 feet; thence North 00 degree 06 minutes 00 second East 103.00 feet; thence North 88 degrees 54 minutes 30 seconds West, 120.00 feet to the place of beginning.

Parcel D:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Town 2 North Range 16 West, EXCEPT that part lying East of U.S. 31. And also that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20 which lies Westerly of U.S. 31, EXCEPT, that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20 being described as: Beginning on the East and West 1/8 line of the Southeast 1/4, Section 20 at a point 141.70 feet North 88 degrees 58 minutes 17 seconds West of the East line of the section; thence North 88 degrees 58 minutes 17 seconds West on said 1/8 line, 516.54 feet; thence South 00 degree 01 minute 30 seconds West 416.88 feet; thence South 89 degrees 58 minutes 17 seconds East, 317.58 feet to the center of Blue Star Highway; thence along the center of said highway on a curve to the left with a radius of 2292 feet to the far end of a chord that bears North 25 degrees 43 minutes 20 seconds East, a distance of 458.78 feet to the place of beginning.

Tax Parcel ID No(s):

For Reference Only:

Parcel A: Tax Parcel No.: 03-07-020-019-10

Parcel B: Tax Parcel No.: 03-07-020-019-12

Parcel C: Tax Parcel No.: 03-07-020-019-11

Parcel D: Tax Parcel No.: 03-07-020-027-00

Subject to existing highways, easements and rights of way of record.

Mortgagors (Debtors) hereby further grant to Mortgagee (Secured Party) a security interest, as security for the payment of all indebtedness of the Mortgagors (Debtors) to Mortgagee (Secured Party) in certain property generally described as: all equipment, tools, accessories and fixtures used in the brewery operation including but not limited to, grain handling facilities and equipment, grain storage facilities, liquor tanks, lautering equipment, kettles, elevators, augers, conveyors, power units, fuel storage, electrical controls and testing equipment with replacements, additions and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above described items. In case of default, the Mortgagee shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security liened to it, either concurrently or separately, in any manner it may elect.

MICHIGAN STATE HIGHWAY DEPARTMENT

RELEASE FOR CHANNEL CHANGE

Control: 03033 E

Project No.

Parcel No. 165 CC

For and in consideration of the improvement of State Trunk Line Highway I-96, and the sum of Fifty (\$50.00) Dollars

and other valuable consideration, the receipt of which is acknowledged, the undersigned William S. Dornan and Blanche Dornan, husband and wife; Harry H. Dornan and Edith Dornan,

husband and wife; Lucille Marie Dornan; Jennie W. Myers, (formerly Jennie W. Dornan) and Camilla E. Page (formerly Camilla Dornan)

hereby release and convey to the State of Michigan an easement for channel change in, over and upon the land described as:

All that part of the following described Tract "A" described as follows: Commencing at a point on the South line of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, which is 176.54 feet West of the South quarter (S $\frac{1}{4}$) post of said Section 20, thence North 00° 46' 55" West 1244.07 feet, thence South 89° 13' 05" West 150 feet to the point of beginning, thence South 59° 13' 05" West 85.00 feet, thence North 00° 46' 55" West 34.64 feet, thence North 59° 13' 05" East 85.00 feet, thence South 00° 46' 55" East 34.64 feet to the point of beginning.

The lands described above contain 0.1 acre, more or less, for channel change purposes.

TRACT "A" - The Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) ALSO the West half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 20, Town 2 North, Range 16 West.

STATE OF MICHIGAN
COUNTY OF ALLEGAN
1962 OCT 5 AM 11 22
RECEIVED
REGISTER OF DEEDS

This release is executed for the sole purpose of conveying to the State of Michigan a right-of-way over the above described lands to permit constructing and maintaining of a channel change for State Trunk line No. I-96

This conveyance includes a release of any and all claims to damages to grantors' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage and improving of said highway and channel across the parcels of land hereby granted.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 12th

day of July, A. D. 1962

In presence of

Haldon Mauchman
Haldon Mauchman
Peter R. Loewen
Peter R. Loewen
Walter R. Frisbie Jr.
Walter R. Frisbie Jr.
D. A. Beach
D. A. Beach

William S. Dornan (L.S.)
Blanche Dornan (L.S.)
Harry H. Dornan (L.S.)
Edith Dornan (L.S.)
Lucille Marie Dornan (L.S.)
Jennie W. Myers (L.S.)
Camilla E. Page (L.S.)

SS.

Peter H. Loewen

My commission expires October 4, 1964

88.

My Commission Expires April 29, 1966

SS.

My Commission Expires May 22 1955

SS.

FRANILLA E. PAGE

Notary Public Emmett County, Michigan

FORM

Mich. H. Berry
10019 Postage

Know all Men by these Presents, That We,

William S. Dornan and Blanche Dornan, husband and wife;
Harry H. Dornan and Edith Dornan, husband and wife;
Lucille Marie Dornan; Jennie W. Myers, (formerly Jennie W. Dornan)
and Camilla E. Page (formerly Camilla Dornan)

for and in consideration of the sum of Two Thousand and Nine Hundred (\$2,900.00) Dollars,
receipt whereof is hereby acknowledged, do hereby convey and warrant to John C. Mackie, State Highway Commissioner of the State of Michigan, and to his successors in office, the following described real estate situated in

Township of Ganges, Allegan County, State of Michigan.

Parcel "X" - All that part of the following described Tract "A" lying between the North-South quarter (N-S $\frac{1}{4}$) line of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, and a line lying 150 feet Westerly of, measured at right angles and parallel to, the construction centerline of I-96.

Parcel "Y" - That part of Tract "A" described as: Beginning at the South quarter (S $\frac{1}{4}$) post of Section 20, Town 2 North, Range 16 West, Ganges Township, County of Allegan, Michigan, thence East 120 feet, thence North 103 feet, thence West 120 feet, thence South 103 feet to the point of beginning.

The lands described above in fee contain 10.0 acres, more or less, of which 0.3 acre, more or less, is subject to an existing right of way easement.

TRACT "A" - The Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), ALSO the West half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 20, Town 2 North, Range 16 West.

The construction centerline of I-96 is described as follows: Beginning at a point on the South line of Section 20, Town 2 North, Range 16 West, Ganges Township, Allegan County, Michigan, which is 2458.86 feet East of the Southwest corner of said Section 20, said point also being Station 1883 + 70.93 on the construction centerline of I-96. Thence North 00° 46' 55" West 2265.24 feet to the point of curvature of a 0° 05' curve to the left at Station 1906 + 36.17 on said construction centerline, thence Northerly 1941.67 feet along arc of curve to the point of tangency of said 0° 05' curve at Station 1925 + 77.84, thence North 02° 24' 00" West 1016.30 feet to a point of intersection with the North line of said Section 20 at a point which is 2473.82 feet East of the Northwest corner of said Section 20, and the point of ending of this construction centerline description.

The grantors herein further convey and warrant to the Said John C. Mackie, as State Highway Commissioner, and his successors in office, all rights of ingress and egress, if any there be, to, from and between Parcel "X" and the remainder of said Tract "A".

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs, successors or assigns.



Placed in Record
REGISTER OF DEEDS

1962 OCT 5 AM 11 27

STATE OF MICHIGAN
COUNTY OF ALLEGAN
REGISTER OF DEEDS

Control
Section 03033 E

Parcel No. 165

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining:
To Have and to Hold the said premises, as herein described, with the appurtenances unto the said John C. Mackie,
and to his successors in office and assigns, forever.

Grantor S warrant — that said real estate is free of all encumbrances, except: No exceptions.

Executed, this 12th day of July

19 62

Maldon Mackie
Witness Maldon Mackie

William S. Dornan (L.S.)

Blanche Dornan (L.S.)
Blanche Dornan Grantor

Peter Leewen
Witness Peter Leewen

Harry H. Dornan (L.S.)
Harry H. Dornan Grantor

Margaret Mary Boylen
Witness Margaret Mary Boylen

Edith Dornan (L.S.)
Edith Dornan Grantor

Walter R. Friat
Witness Walter R. Friat

Lucille Marie Dornan (L.S.)
Lucille Marie Dornan Grantor

State of Michigan D. A. Beach

Jennie W. Myers (L.S.)
Jennie W. Myers

County of Allegan ss.

Camilla E. Page (L.S.)
Camilla E. Page

On this 12th day of July in the year one thousand nine hundred
sixty-two before me personally appeared William S. Dornan & Blanche

Dornan; Harry H. Dornan & Edith Dornan; Lucille Marie Dornan; Jennie W. Myers; and
Camilla E. Page

to me known to be the same persons described in and who executed the within instrument, and severally acknowl-
edged the same to be their free act and deed.

Peter H. Leewen
Peter H. Leewen
Notary Public Wayne County, Michigan
Acting in Allegan County, Michigan
My Commission Expires October 4 19 64

CORPORATE ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On this _____ day of _____ A.D. 19 _____, before me
personally appeared _____

and _____ to me personally known; who being by me
duly sworn, did say that they are respectively President and _____ of

_____ a _____ Corporation; that the seal
affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in

behalf of said Corporation by authority of its Board of Directors; and said _____
and _____ severally acknowledged said instrument to be the free act and deed

of said Corporation.

Notary Public _____ County, _____
(Acting in _____ County, Michigan.)
My Commission Expires _____

Recorded at _____ A.M. on this _____ day of _____ 19 _____
_____ P.M. in Liber _____ of Deeds on page (s) _____

Register of Deeds of _____ County, Michigan

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State of Michigan }
County of Kent } ss.
On this 12 day of September in the year one thousand nine hundred
before me personally appeared Lucille Marie Dornan

to me known to be the same person described in and who executed the within instrument, and severally acknowledged the same to be her free act and deed.

Walter R. Frisbie Jr.
Notary Public Calhoun County, Michigan
Acting in Kent County, Michigan
My Commission Expires April 29, 1966

State of Michigan }
County of Emmet } ss.
On this 28th day of August in the year one thousand nine hundred
Sixty-two before me personally appeared
CAMILLA E. PAGE

to me known to be the same person described in and who executed the within instrument, and severally acknowledged the same to be her free act and deed.

PROOFED	
FORM	
EXEC.	
POSTED	

Joanne Swiss
Notary Public, Emmet County, Mich.
My Commission Expires Feb. 20, 1963
Notary Public _____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires 19

State of Michigan }
County of Washtenaw } ss.
On this 21st day of August in the year one thousand nine hundred
Sixty-two before me personally appeared Jennie W. Myers

to me known to be the same person described in and who executed the within instrument, and severally acknowledged the same to be her free act and deed.

PROOFED	
FORM	
EXEC.	
POSTED	

Delight Stelch
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw Co., Mich. County, Michigan
My Commission Expires May 23, 1963
My Commission Expires 19