



COMMITMENT FOR TITLE INSURANCE  
Schedule A

Ref: VL

1. Effective Date: March 17, 2009 at 8:00 am                      Commitment No.: 31798LANSPNC

2. Policy or Policies to be issued:

ALTA Owner's Policy - 6/17/06

Proposed Insured:

Amount: "TO BE DETERMINED"

ALTA Loan Policy - 6/17/06

WITHOUT EXCEPTIONS

Proposed Insured:

Amount: "TO BE DETERMINED"

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is, at the effective date hereof, vested in:

State of Michigan

4. The land referred to in this Commitment is located in the Township of Hawes, County of Alcona, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

Steven H. Barnum  
Transnation Title Agency of Michigan

## Exhibit "A"

Part of the Northeast 1/4 of Section 13, T27N, R7E, Hawes Township, Alcona County, Michigan, described as: Beginning at the Northeast corner of said Section 13; thence South 01° 08' 36" East 1,308.34 feet along the East line of said Section, to a point on the South line of the North 1/2 of the Northeast 1/4 of said Section; thence South 89° 53' 27" West 2,684.87 feet along said line to a point on the North-South 1/4 line of said Section; thence North 01° 06' 21" West 1,317.02 feet along said line to the North 1/4 corner of said Section; thence South 89° 55' 25" East 2,684.18 feet along the North line of said Section to the Point of Beginning. Excepting therefrom, Part of the Northeast 1/4 of Section 13, T27N, R7E, Hawes Township, Alcona County, Michigan, described as: Beginning at the Northeast corner of said Section 13; thence South 01° 08' 36" East 200.00 feet along the East line of said Section; thence North 89° 55' 25" West 1409.31 feet; thence South 01° 06' 21" East 650.00 feet; thence North 89° 55' 25" West 1275.00 feet to the North-South 1/4 line of said section; thence North 01° 06' 21" East 850.00 feet along said line to the North 1/4 corner of said Section; thence South 89° 55' 25" East 2684.18 feet along the North line of said Section to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B - SECTION I  
REQUIREMENTS

The following are the requirements to be complied with:

1. Standard requirements set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

3. Deed from State of Michigan to Party to be provided.
4. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
5. The policy to be issued does not insure against unpaid water, sewer, 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.)

2008 City taxes are exempt.  
2008 County taxes are exempt.  
2008 State Equalized Value \$0.00.  
Permanent Property No. 070-013-100-005-00.

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

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B - SECTION II  
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth in jacket.
2. 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.
3. 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.
4. 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.
5. 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.
6. Easement granted to Consumers Energy Company recorded in Liber 118, Page 87.
7. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 324, Page 801.
8. Terms, conditions and provisions which are recited in Release of Surface Rights recorded in Liber 324, Page 807.
9. Terms, conditions and provisions which are recited in Agreement for Reciprocal Easement for Ingress and Egress recorded in Liber 207, Page 573 as amended in Liber 222, Page 868.

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