

ALTA Commitment

Commitment Number: MI-P63287

Revision:

**SCHEDULE A**

1. Effective Date: September 29, 2009 at 08:00 AM

2. Policy or Policies to be issued:

Amount

(a)  X  Owner's Policy ( ALTA Own. Policy (06/17/06) )  
Proposed Insured:

\$ 1,000.00

Proposed Purchaser

(b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

The Current Trustee(s) of the Estate of Brighton Property Holdings, LLC, bankrupt, Chapter 7 Bankruptcy Case No. 09-34225-dof

5. The land referred to in the Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**Sun Title Agency, LLC**

By:  \_\_\_\_\_

First American Title Insurance Company

Commitment Number: MI-P63287

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Submit Owner's Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein.
- f. Submit a copy of the fully executed Purchase Agreement to Sun Title Agency of Michigan LLC, for review prior to the closing.
- g. Attach a Private Road Disclosure to the Deed of Conveyance herein.
- h. Record a Deed from the Trustee of the Estate of Brighton Property Holdings, LLC, Debtor, to Proposed Purchaser.
- i. There is a Bankruptcy proceeding filed relating to Brighton Property Holdings, LLC, Debtor, in Bankruptcy Case No. 09-34225-dof . In order for the Company to insure the contemplated transaction, we must be furnished with the following:
  1. Proof that the land is listed as an asset; and either
  2. Order of Abandonment of Asset; or
  3. Order Authorizing Sale/Refinance; or obtain
  4. Certified copy of court docket and service matrix
    - a. showing date motion was made
    - b. certified through at least 10 days after the order approving sale/ refinance was approved
    - c. showing all secured creditors received notice of motion
    - d. showing no objection to motion, or objection made, heard and denied; and
    - e. showing no appeals from any denial or from the order approving
- j. Record a Release/Termination of the Notice of Lis Pendens in the matter of Brighton Park Shopping Center, LLC, a Michigan limited liability company, successor in interest to Ross Prop, LLC, a Michigan limited liability company, successor in interest to Ross Properties, a Michigan co-partnership vs Brighton Auto Wash, Inc., a Michigan corporation, B.A.W. Holdings, Inc., a Michigan corporation d/b/a Brighton Auto Wash, Brighton Property Holdings, LLC, a Michigan limited liability company, and Alex G. Galli, jointly and severally, which was recorded in Document No. 2009R-020001.
- k. Record a Release of the Right of First Refusal as evidenced in Judgment recorded April 30, 1999 in Liber 2573, Page 630.

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**  
(Continued)

Commitment Number: MI-P63287

- l. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2009 Summer taxes DUE in the amount of \$6,482.52 if paid by October 31, 2009

2009 Summer base tax: \$6,203.37

2008 Taxes DUE in the amount of \$8,125.49, if paid by October 31, 2009

2008 Winter base tax: \$1,009.66

State Equalized Value: \$139,280.00 (2009)

Taxable Value: \$133,260.00 (2009)

Principal Residence Exemption: 0%

Special Assessments: Del Util Chg of \$54.14 included in 2009 Summer tax bill and X5097 of \$1.00 included in 2008 Winter tax bill

School District: Brighton

Tax Identification Number: 4718-31-202-059

Tax Contact Information: use website

- m. NOTE: If the proposed parcel to be insured has a public water or sewer supply, additional investigation by the parties involved in this transaction should be made to determine if: 1. Current charges are being paid on a timely basis, 2. Deferred installation or connection charges are still owing, and 3. Future installation charges would be incurred to connect to the system. The Policy to be issued will not insure against any loss or damage arising from these charges.

NOTE: Information set forth in the Commitment regarding the principal residence exemption (homestead), school district, state equalized value, taxable values and any estimated taxes or assessments, are shown for informational purposes only and the accuracy of such information is neither guaranteed nor insured by the Company or its underwriter.

## **FIRST AMERICAN TITLE INSURANCE COMPANY**

### **SCHEDULE B - SECTION II EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. 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 principal residence exemption status for the insured premises.
8. Loss or damage due to future installation charges, deferred installation or connection charges or current water and/or sewer charges due and payable at time of closing.
9. Outstanding oil, gas and mineral rights whether recorded or unrecorded.
10. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
11. Ingress and egress to subject property is by means of a private road which is subject to the rights of others to use said road and which is not required to be maintained by any governmental agency.
12. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
13. Building and use restrictions as contained in instrument recorded in Liber 627, Page 498, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
14. Terms, covenants, and conditions of Judgment as recorded in Liber 2573, Page 630.

**End of Schedule B-II  
First American Title Insurance Company**

Commitment No.: MI-P63287  
Owner's Policy No.:  
Loan Policy No.:

## **SCHEDULE C**

The Land referred to in this Commitment is described as follows:

Land situated in the City of Brighton, Livingston County, Michigan:

Section 31, Town 2 North, Range 6 East, commencing at the Southeast corner of Mrs. William McCauley's Addition; thence North 72 degrees 31 minutes West 214.05 feet along Grand River Avenue; thence North 17 degrees 18 minutes East 244.34 feet to the point of beginning; thence North 73 degrees 39 minutes 37 seconds West 38.04 feet; thence North 16 degrees 49 minutes 51 seconds East 110 feet; thence South 73 degrees 39 minutes 37 seconds East 67 feet; thence South 16 degrees 49 minutes 51 seconds West 110 feet; thence North 73 degrees 39 minutes 37 seconds West 28.96 feet to beginning. Also a small strip of land, per a Circuit Court decision dated April 30, 1999 described as: Commencing at the Southeast corner of Mrs. William McCauley's Addition to the Village (now City) of Brighton; thence North 72 degrees 31 minutes West along the Northerly right of way of Grand River Avenue 132 feet to the point of beginning; thence North 72 degrees 31 minutes West 5.00 feet; thence North 17 degrees 06 minutes East 10.00 feet; thence South 72 degrees 31 minutes East 5.00 feet; thence South 17 degrees 5 minutes West 10.00 feet to the point of beginning. Also including use of entire existing parking lot for ingress and egress and parking.

4718-31-202-059