



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

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 511 Union St., Ste. 1600, Nashville, TN 37219

Issuing Office's ALTA® Registry ID: 1105306

Loan ID Number:

Commitment Number: NCS-873566A-NAS

Issuing Office File Number: NCS-873566A-NAS

Property Address: 1.38 acres and P/O the legal, from 873566, Gainesville, FL

Revision Number:

**SCHEDULE A**

1. Commitment Date: May 25, 2023 at 7:30 AM

2. Policy to be issued: Proposed Amount of Insurance:

a. ALTA® Standard Owner's Policy \$5,000,000.00  
(with Florida modifications)

Proposed Insured: Alachua County, a charter county and political subdivision of the State of  
Florida

The estate or interest to be insured: See Item 3 below

b. ALTA® Standard Loan Policy \$  
(with Florida modifications)

Proposed Insured:

The estate or interest to be insured: See Item 3 below

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:

North Florida Regional Medical Center, Inc., a Florida corporation

5. The Land is described as follows:

**See Exhibit A attached hereto and made a part hereof**

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Form 50184612 (10-3-22)

Page 1 of 17



***First American***

**ALTA Commitment for Title Insurance  
Florida Modified - 2021 v. 01.00 (07-01-2021)**



***First American  
Title Insurance Company***

**NATIONAL COMMERCIAL SERVICES**

**By:**

**Authorized Signatory**

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Form 50184612 (10-3-22)

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Commitment No. NCS-873566A-NAS

**EXHIBIT A**

The Land referred to herein below is situated in the County of Alachua, State of Florida, and is described as follows:

A PARCEL OF LAND SITUATED IN PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET (ALSO KNOWN AS RICE ROAD) (40 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON RICELANDS SUBDIVISION, RECORDED IN PLAT BOOK D, PAGE 74, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE SOUTH RIGHT-OF-WAY LINE OF ECIR AVENUE (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090, MARKED BY A 5/8" IRON ROD AND CAP (CHP LB7143); THENCE, ALONG THE NORTHERLY PROJECTION OF SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET, NORTH 2°08'35" WEST, 106.90 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24 (ALSO KNOWN AS ARCHER ROAD) (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24, NORTH 57°57'04" EAST, 468.72 FEET; THENCE, CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24, SOUTH 32°02'56" EAST, 12.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH 32°02'56" EAST, 28.40 FEET, TO A POINT ON A NON-TANGENT CURVE; ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 116.62 FEET, A DELTA ANGLE OF 30°44'45" AND AN ARC LENGTH OF 62.58 FEET (CHORD: SOUTH 49°00'16"EAST, 61.83'), TO A POINT SITUATE ON A NON-TANGENT CURVE, ALSO BEING THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 111.68 FEET, A DELTA ANGLE OF 95°24'33" AND AN ARC LENGTH OF 185.97 FEET (CHORD: NORTH 68°39'05" EAST, 165.21'), TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.02 FEET, A DELTA ANGLE OF 47°04'13" AND AN ARC LENGTH OF 213.62 FEET (CHORD: NORTH 45°51'28" EAST, 207.66'), TO A NON-TANGENT LINE; NORTH 69°23'33" EAST, 142.10 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.96 FEET, A DELTA ANGLE OF 62°41'28" AND AN ARC LENGTH OF 240.68 FEET (CHORD: SOUTH 79°18'06" EAST, 228.85'), TO A NON-TANGENT LINE; SOUTH 47°57'27" EAST, 359.31 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, NORTH 48°27'09" WEST, 30.13 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 410.00 FEET, A DELTA ANGLE OF 83°08'45" AND AN ARC LENGTH OF 594.98 FEET (CHORD: NORTH 89°37'20" WEST, 544.13'), TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 83°54'03" AND AN ARC LENGTH OF

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395.37 FEET (CHORD: NORTH 89°14'41" WEST, 360.98'), TO THE POINT OF BEGINNING.

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Commitment No. NCS-873566A-NAS

**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.
  - (a) Warranty Deed conveying the land from North Florida Regional Medical Center, Inc., a Florida corporation, to A Natural Person or Legal Entity to be Designated. In connection with said deed, we will further require:
    - 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation;
    - 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation, together with examples of their signatures;
    - 3) The corporation must have been formed as of April 09, 2018, the date the corporation acquired title to the land;
    - 4) Certificate from the Secretary of State of said corporation's current good standing;
    - 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the procedure set out in §607.1202, F.S.; and
    - 6) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above.

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5. In relation to the Notice of Commencement recorded September 21, 2022, Book 5039, Page 766 of Official Records, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
6. In relation to the Notice of Commencement recorded June 01, 2023, Book 5095, Page 850 of Official Records, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

7. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued.
8. Pay any and all taxes and/or assessments, levied and assessed against the Land, that are due and payable.

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$153,143.78, under Tax Parcel I.D. No.: 06974-040-000

9. Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to the closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest; meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 21 HH 6, Florida Administrative Code. The Company reserves the right to make such additional requirements and/or to modify the legal description (shown on Schedule A herein), as it may deem necessary.
10. Satisfactory evidence of payment of any municipal liens or assessments for public improvements or assessments, as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying

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the lands described herein. A municipal lien search will need to be ordered and will take 10 to 15 business days to complete. Suggested vendors are:

Abramowitz Tax & Lien Service, Inc.  
816 South Military Trail  
Deerfield Beach, FL 33442  
Phone: (954) 480-6529

American Lien & Estoppel Services, LLC  
6413 Congress Avenue, Ste 130  
Boca Raton, FL 33487  
Phone: (561) 922-5305

11. Note: Items 1, 2, 3, 4, 5 and 6 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.
12. Note: The Company reserves the right to make additional requirements as it may deem necessary.

**FLORIDA RECORDING FEES:**

Recording Fees:           \$10.00 for the first page / \$8.50 each additional page  
                                  PLUS e-filing fee of \$4.00 per document  
                                  PLUS \$1.00 indexing fee for each name over 4

Deed Transfer Tax (called Documentary Stamp Tax): \$.70 per \$100 (rounded up to the nearest \$100)

for all FL counties EXCEPT Miami-Dade where the rate for all property except single family residences is \$10.50/\$1000 (rounded to the nearest \$100)

Mortgage Tax:           Comprised of 2 taxes: Documentary Stamp Tax PLUS Intangible Tax  
                                  Documentary Stamp Tax: \$.35/\$100 (rounded up to the nearest \$100)  
                                  Intangible Tax: \$2.00/\$1000

In the case of taxes on Mortgage Modifications or Assumptions, please contact the assigned FL Underwriter.

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**FLORIDA RECORDING STANDARDS:**

Margins - First Page: Leave 3" x 3" right hand top margin blank; place name and address of preparer and return-to address in left hand 3"; all other margins: 1"

Margins - Add'l Pages: 1"

Paper Size: Either 8.5" x 11" or 8.5" x 14"

Tax Parcel No.: Must be present on the face of all deeds.

Signatures: Names must be legibly printed, typed or stamped immediately beneath the signatures.

Addresses: The post office address of Grantor and Grantee must be legibly printed, typed or stamped within the document.

Witnesses: Two (2) witnesses are required on all conveyances of an interest in land. The name of each witness must be legibly printed, typed or stamped beneath the signatures.

Preparer/Return-to: The name, title and address of the person who prepared the document must be legibly printed, typed or stamped after the words "This document prepared by:" Also include a return-to address on the first page.

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Commitment No. NCS-873566A-NAS

**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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. This item has been intentionally deleted.
8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Matters shown on the Plat of Ricelands Subdivision, recorded in Plat Book D, Page 74.

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11. Easement, granted from John Thomas Brown, Jr. and his wife, Ellen W. Brown to Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns, recorded in Book 37, Page 479 of Official Records; as affected by Amendment of Easement recorded in Book 4588, Page 1724 of Official Records.
12. Easement, granted from R.H. Reddick and his wife, Telie E. Reddick to Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns, recorded in Book 37, Page 481 of Official Records; as affected by Amendment of Easement recorded in Book 4588, Page 1724 of Official Records.
13. The terms, provisions, and conditions contained in that certain Notice of Lis Pendens in Eminent Domain Proceedings, recorded in Book 799, Page 911 of Official Records; as affected by Order of Taking recorded in Book 805, Page 540 of Official Records.
14. Terms and conditions of the Transfer Closing Statement between Clay Electric Cooperative, Inc. and City of Gainesville, Florida recorded in Book 2810, Page 1178 of Official Records.
15. The terms, provisions, and conditions contained in that certain Resolution 09-64 by the Board of County Commissioners of Alachua County, Florida, recorded in Book 3899, Page 1107 of Official Records.
16. The terms, provisions, and conditions contained in that certain Resolution 12-63 by the Board of County Commissioners of Alachua County, Florida, recorded in Book 4122, Page 1970 of Official Records.
17. The terms, provisions, and conditions contained in that certain Recorded Notice of Environmental Resource Permit by St. Johns River Water Management District (SJRWMD), recorded in Book 5068, Page 2478 of Official Records.
18. Terms and conditions of the Encroachment Agreement between Florida Gas Transmission Company, LLC, a Delaware limited liability company and North Florida Regional Medical Center Inc., a Florida corporation recorded in Book 5069, Page 927 of Official Records.

Note: All of the recording information contained herein refers to the Public Records of Alachua County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

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### **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

### **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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**REISSUE CREDIT NOTICE**

Issued by

***First American Title Insurance Company***

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

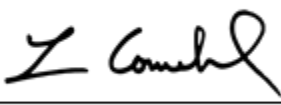
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**  
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

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- American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
  - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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