

TITLE



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

Issuing Agent: **Salter Feiber, P.A.**
Issuing Office: **3940 NW 16th Boulevard, Bldg. B, Gainesville FL 32605**
Issuing Office's ALTA® Registry ID: **1035505**
Loan ID Number:
Commitment Number: **24-0163.7VS**
Issuing Office File Number: **24-0163.7VS**
Property Address: **12830 West Newberry Rd., Newberry, FL 32669**
Revision Number:

SCHEDULE A

1. Commitment Date: **May 2, 2024 at 5:00 PM**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy with Florida Modifications
Proposed Insured: **Alachua County, a political subdivision of the state of Florida**
Proposed Amount of Insurance: **\$3,800,000.000**
The estate or interest to be insured: **Fee Simple**
 - b. 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
 - c. N/A
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
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: **West End Golf Club, Inc., a dissolved Florida corporation and, as disclosed in the Public Records, has been since March 31, 1997.**
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Salter Feiber, P.A.

By: 

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

27C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly authorized Warranty Deed from West End Golf Club, Inc., a dissolved Florida corporation, a dissolved Florida corporation, to Alachua County, which Deed must be in compliance with F.S. Section 607.1405.
 - B. Release or satisfaction of the Mortgage in favor of The Foster Bank in the original principal amount of \$2,000,000.00, dated March 28, 1997 and recorded in Official Records Book 2105, Page 848, Mortgage Modification Agreement recorded in Official Records Book 2172, page 704, Official Records Book 2362, page 2054 and Official Records Book 2968, page 377.
5. Proof of payment of any outstanding assessments in favor of Alachua County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Alachua County, Florida, any special taxing district and any municipality.
6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.
7. Affidavit from the Seller/Grantor of the subject property, or some other person having actual knowledge, affirming the Seller/Grantor's marital status (if applicable), establishing that no person other than the Seller/Grantor is in possession, that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full and that there are no claims pending and unpaid which constitute a lien against the subject property.
8. INFORMATION NOTE: Taxes for the year 2023 show PAID, in the amount of \$6,627.16, for Parcel No. 04333-001-000.; Gross Amount for Taxes & Assessments is \$6,832.12; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
9. INFORMATION NOTE: Taxes for the year 2023 show PAID, in the amount of \$9,180.24, for Parcel No. 04314-000-000; Gross Amount for Taxes & Assessments is \$9,464.17; Homestead Exemption WAS NOT

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filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the Act), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with foreign countries of concern, specifically the Peoples Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicol s Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses addresses, as well as their names, should appear below their signatures. A business address may be used.

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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 hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. 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.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or 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 system supplying the insured land.
6. Terms and conditions of Easement Agreement by and between West End Golf Club, Inc., a Florida corporation and Paolita Acres, Inc., a New York corporation, recorded in Official Records Book 2105, page 805, Assignment of Easement recorded in Official Records Book 2617, page 335 and Final Judgment Granting Declaratory Relief and Providing Supplemental Relief, recorded in Official Records Book 2858, page 1439.
7. Easement(s) in favor of Clay Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 2069, Page 2645.
8. Easement(s) in favor of City of Gainesville, Florida set forth in instrument(s) recorded in Official Records Book 2118, Page 2373.
9. Terms and conditions of Drainage and Public Utilities Easement Agreement by and between West End Golf Club, Inc., a Florida corporation and Paolita Acres, Inc., a New York corporation, recorded in Official

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Records Book 2304, Page 427.

10. Easement(s) in favor of City of Gainesville, Florida set forth in instrument(s) recorded in Official Records Book 2304, Page 977.
11. Drainage Easement Agreement recorded in Official Records Book 2992, Page 979.
12. No portion of subject property lying within the Right of Way of State Road 26 is insured herein.
13. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

For 2023 Tax Year Parcel/ID # 04333-001-000 and 04314-000-000, gross tax amount is see tax bills, exemption type is n/a, and payment status is Paid.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Alachua County, Florida, unless otherwise noted.

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Exhibit A

A PART OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST AND A PART OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2 AND RUN THENCE SOUTH 00° 11'57" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 2, A DISTANCE OF 9.06 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NEWBERRY ROAD (S. R. 26 - 100' RIGHT-OF-WAY), SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2914.92 FEET, THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°52'46" AN ARC DISTANCE OF 553.49 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°35'05" WEST, 552.66 FEET TO THE END OF SAID CURVE, THENCE SOUTH 68°08'42" WEST ALONG SAID RIGHT-OF-WAY LINE 1061.75 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 68°08'42" WEST ALONG SAID RIGHT-OF-WAY LINE 1011.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,968.31 FEET, THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°39'17" AN ARC DISTANCE OF 262.51 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°49'07" WEST, 262.51 FEET, THENCE ALONG THE BOUNDARY OF THE EXISTING "IN BOUNDS" AREA OF THE WEST END GOLF COURSE THE FOLLOWING 64 COURSES AND DISTANCES: NORTH 22°30'31" WEST 236.03 FEET, SOUTH 73°52'44" WEST 169.92 FEET, SOUTH 75°39'11" WEST 206.64 FEET, SOUTH 75°26'52" WEST 222.87 FEET, SOUTH 73°34'52" WEST 91.20 FEET, SOUTH 72°05'35" WEST 140.02 FEET, NORTH 24°36'34" WEST 139.09 FEET, NORTH 19°29'36" WEST 144.10 FEET, NORTH 56°34'24" EAST 110.10 FEET, NORTH 58°59'54" EAST 137.63 FEET, NORTH 54°36'02" EAST 173.97 FEET, NORTH 59°28'02" EAST 188.19 FEET, NORTH 86°28'59" EAST 150.57 FEET, NORTH 78°02'32" EAST 65.05 FEET, NORTH 03°07'55" EAST 57.38 FEET, NORTH 46°59'58" WEST 123.56 FEET, NORTH 36°18'24" WEST 114.22 FEET, NORTH 31°09'24" WEST 102.49 FEET, NORTH 26°01'26" WEST 116.28 FEET, NORTH 13°14'15" WEST 121.34 FEET, NORTH 18°55'29" WEST 122.14 FEET, NORTH 08°20'23" WEST 152.44 FEET, NORTH 07°35'10" EAST 96.26 FEET, NORTH 50°02'03" EAST 46.92 FEET, NORTH 13°18'52" EAST 63.98 FEET, NORTH 05°02'57" WEST 148.11 FEET, NORTH 02°40'25" WEST 51.97 FEET, NORTH 06°44'41" WEST 109.77 FEEL, NORTH 02°04'10" WEST 136.86 FEET, NORTH 02°00'01" WEST 145.40 FEET, NORTH 01°38'24" EAST 96.49 FEET, NORTH 59°45'18" EAST 99.61 FEET, NORTH 83°45'26" EAST 140.90 FEET, SOUTH 89°35'29" EAST 89.55 FEET, SOUTH 07°56'05" EAST 143.58 FEET, SOUTH 04°17'25" EAST 114.89 FEET, SOUTH 07°23'30" EAST 125.63 FEET, SOUTH 05°21'24" EAST 232.33 FEET, SOUTH 82°59'54" EAST 94.86 FEET, NORTH 81°35'05" EAST 75.53 FEET, NORTH 60°43'37" EAST 97.70 FEET, NORTH 72°24'51" EAST 111.51 FEET, NORTH 78°13'05" EAST 51.80 FEET, NORTH 74°29'07" EAST 95.02 FEET, NORTH 72°22'33" EAST 76.90 FEET, NORTH 26°14'06" EAST 56.32 FEET, NORTH 59°02'21" EAST 70.25 FEET, SOUTH 82°32'30" EAST 65.16 FEET, NORTH 77°47'08" EAST 52.86 FEET, NORTH 70°37'00" EAST 127.32 FEET, NORTH 70°20'18" EAST 126.47 FEET, NORTH 69°59'00" EAST 68.94 FEET, NORTH 62°34'08" EAST 113.90 FEET, NORTH 70°04'01" EAST 59.99 FEET, NORTH 70°16'33" EAST 118.16 FEET, NORTH 70°11'23" EAST 109.17 FEET, NORTH 64°49'06" EAST 59.58 FEET, SOUTH 13°39'01" EAST 51.26 FEET, SOUTH 40°09'46" EAST 34.18 FEET, SOUTH 37°27'43" EAST 46.15 FEET, SOUTH 82°20'04" WEST 33.26 FEET, SOUTH 10°42'48" WEST 51.32 FEET, SOUTH 11°59'57" EAST 29.91

Exhibit A

(Continued)

FEET, SOUTH 65°03'35" EAST 119.56 FEET TO THE NORTHERLY BOUNDARY OF THE VILLAGES OF WEST END UNIT 1B ACCORDING TO A PLAT THEREOF RECORDED IN PLAT BOOK N, PAGE 93 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 66°22'05" WEST, ALONG SAID NORTH BOUNDARY 702.92 FEET TO THE NORTHWEST CORNER OF SAID UNIT 1B, THENCE SOUTH 16°02'00" EAST, 316.61 FEET TO THE SOUTHWEST CORNER OF SAID UNIT 1B, THENCE NORTH 73°43'00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID UNIT 1B, 7.16 FEET TO THE NORTHWEST CORNER OF THE VILLAS OF WEST END UNIT 1 ACCORDING TO A PLAT THEREOF RECORDED IN PLAT BOOK M, PAGE 81 OF SAID PUBLIC RECORDS, THENCE SOUTHWESTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE BOUNDARY OF SAID UNIT 1 THE FOLLOWING COURSES AND DISTANCES: SOUTH 16° 17'00" EAST 250.00 FEET, SOUTH 61°15'00" EAST 114.00 FEET, NORTH 62°30'00" EAST 335.00 FEET, SOUTH 74°00'00" EAST 150.00 FEET, SOUTH 26°17'10" EAST 65.86 FEET, THENCE LEAVING THE BOUNDARY OF SAID UNIT 1 THE FOLLOWING COURSES AND DISTANCES: SOUTH 39°09'45" WEST 306.35 FEET, SOUTH 48°51'19" WEST 127.28 FEET, SOUTH 29°59'56" WEST 94.08 FEET, SOUTH 28°20'55" WEST 68.68 FEET, SOUTH 25°18'12" WEST 80.48 FEET, SOUTH 13°04'51" WEST 127.29 FEET, SOUTH 21°51'18" EAST 64.28 FEET TO THE **POINT OF BEGINNING**.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL 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, Fidelity National Title Insurance Company, a Florida 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.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTENT: 
Marjorie Nemolara
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.

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.

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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.

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.

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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. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].