

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY


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

Commitment Number: 1347914	Revision Number:	Issuing Office File Number: 22-1220.7VS	Issuing Agent: Salter Feiber, P.A.
Property Address: Unassigned location, High Springs, FL 32643	Loan ID Number:	Issuing Office's ALTA® Registry ID: 1035505	Issuing Office: 3940 NW 16th Boulevard, Bldg. B, Gainesville FL 32605

SCHEDULE A

1. Commitment Date: **March 30, 2024 at 11:00 PM**
2. Policy to be issued: Proposed Amount of Insurance:
\$1,876,575.00
 - a. OWNER'S: 2021 ALTA® Owner's Policy with Florida Modifications
Proposed Insured: **Alachua County, a political subdivision of the state of Florida**
The estate or interest to be insured: Fee Simple
 - b. MORTGAGEE: 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
The estate or interest to be insured:
 - c. MORTGAGEE: 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
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: **BLOCK FAMILY PARTNERSHIP OF GAINESVILLE, LTD., a Florida limited partnership** and, as disclosed in the Public Records as been since **11/10/1997**
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111



AUTHORIZED SIGNATORY
David Menet

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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.

Form C21 - Schedule A - ALTA Commitment for Title Insurance 2021 v. 01.00 (with Florida Modifications)
07/01/2021

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 1347914

Schedule B-I

Issuing Office File Number: 22-1220.7VS

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 from Block Family Partnership of Gainesville, LTD, a Florida limited partnership, executed by a general partner(s) with authority, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Confirm that the limited liability partnership has filed a statement of qualification with the Secretary of State to become a limited liability partnership and is in good standing as a limited liability partnership as of the date of the transaction to be insured.
7. Satisfactory evidence must be furnished establishing that Block Family Partnership of Gainesville, LTD. is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
8. 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.

INFORMATION NOTE: Taxes for the year 2023 show PAID, in the amount of \$1,737.54, for Parcel No.01454-000-000; Gross Amount for Taxes & Assessments is \$1,809.94; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: NONE.

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**AMERICAN LAND TITLE ASSOCIATION
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Schedule B-II

Issuing Office File Number: 22-1220.7VS

EXCEPTIONS FROM COVERAGE

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in O.R. Book 321, Page 597, Public Records of Alachua County, Florida.
6. Power line easement in Deed Book 226, page 114 of the Public Records of Alachua County, Florida.

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Form C21 - Schedule B II - ALTA Commitment 2021 v. 01.00 (with Florida Modifications)
07/01/2021

EXHIBIT A

PARCEL A (TPN 01454-000-000, portion of; as per OR Book _____ Page _____):

THE SOUTH HALF OF THE SOUTHWEST QUARTER (S 1/2 OF SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA.

PARCEL B (TPN 01454-000-000; portion of; as per OR Book _____ Page _____):

THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT FROM SAID PARCEL B THE FOLLOWING EIGHT (8) PARCELS AND PORTIONS OF LAND, DESCRIBED AS FOLLOWS:

1. THOSE LANDS CONVEYED IN O.R. BOOK 329, PAGE 115, OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, THENCE RUN WEST 105 FEET, SOUTH 210 FEET, EAST 105 FEET, THEN NORTH 210 FEET, TO THE **POINT OF BEGINNING**, LYING AND BEING IN ALACHUA COUNTY, FLORIDA.

2. THOSE LANDS CONVEYED IN O.R. BOOK 888, PAGE 22, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID W 1/2 OF NE 1/4 AND RUN THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG THE WEST BOUNDARY OF SAID W 1/2 OF NE 1/4, 100 FEET TO THE **POINT OF BEGINNING**, THENCE CONTINUE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG SAID WEST BOUNDARY, 251.93 FEET, THENCE N. 88 DEGREES 26 MINUTES 31 SECONDS E., PARALLEL TO THE SOUTH BOUNDARY OF SAID W 1/2 OF NE 1/4, 102.10 FEET, THENCE N. 00 DEGREES 12 MINUTES 24 SECONDS W. PARALLEL TO THE WEST BOUNDARY 251.93 FEET, THENCE S. 88 DEGREES 26 MINUTES 31 SECONDS W., PARALLEL TO THE SOUTH BOUNDARY OF SAID W 1/2 OF NE 1/4, 102.10 FEET TO THE **POINT OF BEGINNING**.

3. THOSE LANDS CONVEYED IN O.R. BOOK 888, PAGE 27, OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID W 1/2 OF NE 1/4 AND RUN THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG THE WEST BOUNDARY OF SAID W 1/2 OF NE 1/4, 964.06 FEET TO THE **POINT OF BEGINNING**, THENCE CONTINUE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG SAID WEST BOUNDARY 827.70 FEET, THENCE N. 88 DEGREES 02 MINUTES 20 SECONDS E., PARALLEL TO THE SOUTH BOUNDARY OF SAID W 1/2 OF NE 1/4, 1295.23 FEET TO THE EAST BOUNDARY OF SAID W 1/2 OF NE 1/4, THENCE N. 0 DEGREES 30 MINUTES 41 SECONDS W., ALONG SAID EAST BOUNDARY 827.58 FEET, THENCE S. 88 DEGREES 02 MINUTES 20 SECONDS W., 1290.83 FEET TO THE **POINT OF BEGINNING**.

4. THOSE LANDS CONVEYED IN O.R. BOOK 888, PAGE 32, OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID W 1/2 OF NE 1/4 AND RUN THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG THE WEST BOUNDARY OF SAID W 1/2 OF NE 1/4, 351.93 FEET TO THE **POINT OF BEGINNING**, THENCE CONTINUE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG SAID WEST BOUNDARY 612.13 FEET, THENCE N. 88 DEGREES 02 MINUTES 20 SECONDS E., PARALLEL TO THE SOUTH BOUNDARY OF SAID W 1/2 OF NE 1/4, 1290.83 FEET TO THE EAST BOUNDARY OF SAID W 1/2 OF NE 1/4, THENCE N. 0 DEGREES 30 MINUTES 41 SECONDS W., ALONG SAID EAST BOUNDARY, 744.87 FEET, THENCE S. 88 DEGREES 26 MINUTES 31 SECONDS W., 105.00 FEET, THENCE N. 0 DEGREES 30 MINUTES 41 SECONDS W., 110.00 FEET TO THE SOUTH BOUNDARY OF THE NORTH 100 FEET OF SAID W 1/2 OF NE 1/4, THENCE S. 88 DEGREES 26 MINUTES 31 SECONDS W., PARALLEL TO NORTH BOUNDARY 1078.93 FEET, THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., 251.93 FEET, THENCE S. 88 DEGREES 26 MINUTES 31 SECONDS W., 102.10 FEET TO THE **POINT OF BEGINNING**.

5. THOSE LANDS CONVEYED IN O.R. BOOK 888, PAGE 37, OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID W 1/2 OF NE 1/4 AND RUN THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG THE WEST BOUNDARY OF SAID W 1/2 OF NE 1/4, 1791.76 FEET TO THE **POINT OF BEGINNING**, THENCE CONTINUE S. 0 DEGREES 12 MINUTES 24 SECONDS E., ALONG THE SAID WEST BOUNDARY 648.85 FEET, THENCE N. 88 DEGREES 02 MINUTES 20

SECONDS E., 210.00 FEET, THENCE S. 0 DEGREES 12 MINUTES 24 SECONDS E., 210.00 FEET TO THE SOUTH BOUNDARY OF SAID W 1/2 OF NE 1/4, THENCE N. 88 DEGREES 02 MINUTES 20 SECONDS E., ALONG SAID SOUTH BOUNDARY 1089.80 FEET TO THE SE CORNER OF SAID W 1/2 OF NE 1/4, THENCE N. 0 DEGREES 30 MINUTES 41 SECONDS W., ALONG THE EAST BOUNDARY OF SAID W 1/2 OF NE 1/4, 858.72 FEET, THENCE S. 88 DEGREES 02 MINUTES 20 SECONDS W., 1295.23 FEET TO THE **POINT OF BEGINNING.**

6. THOSE LANDS CONVEYED IN O.R. BOOK 1616, PAGE 238 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 OF NE 1/4) SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, THENCE EAST PARALLELING SECTION LINE, A DISTANCE OF 210 FEET, THENCE NORTH 210 FEET, THENCE WEST 210 FEET, THENCE SOUTH 210 FEET TO THE **POINT OF BEGINNING.**

7. THOSE LANDS CONVEYED IN O.R. BOOK _____, PAGE _____ DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W 1/2 OF NE 1/4) OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST, THENCE RUN SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 210 FEET, ALONG THE EAST BOUNDARY OF SAID NW 1/4 OF THE NE 1/4, TO THE **POINT OF BEGINNING**, THENCE RUN SOUTH 88 DEGREES 26 MINUTES 31 SECONDS WEST, 105 FEET, THENCE NORTH 00 DEGREES 30 MINUTES 41 SECONDS WEST, 110 FEET TO THE SOUTH BOUNDARY OF THE NORTH 100 FEET OF THE W 1/2 OF NE 1/4 OF SAID SECTION, THENCE SOUTH 88 DEGREES 26 MINUTES 31 SECONDS WEST, 150 FEET, PARALLEL TO SAID NORTH BOUNDARY, THENCE SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 280 FEET, PARALLEL TO THE EAST BOUNDARY OF SAID NW 1/4 OF THE NE 1/4, THENCE NORTH 88 DEGREES 26 MINUTES 31 SECONDS EAST, 255 FEET, PARALLEL TO SAID NORTH BOUNDARY, THENCE NORTH 00 DEGREES 30 MINUTES 41 SECONDS WEST, 170 FEET, ALONG SAID EAST BOUNDARY TO THE **POINT OF BEGINNING.**

8. EXISTING ROAD RIGHT OF WAY.

SFPA: 22-1220.7 KN

Rev. 04.10.2024

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE
(With Florida Modifications)

ISSUED BY OLD REPUBLIC 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*, Old Republic 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.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111



By *C. Monroe* President

Attest *David Wald* 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.

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.

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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.

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.

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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.

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