

ALTA 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.

American Home Title
of Tampa Bay, Inc.
6703 N. Himes Avenue
Tampa, FL 33614

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

By

President

Attest

Secretary

Authorized Officer or Agent

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.

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.

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

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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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American Home Title of Tampa Bay, Inc.
6703 North Himes Avenue
Tampa, Florida 33614-4029
Phone: (813) 870-0333 Fax:(813) 874-0231

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File Number: AHT240061

Commitment Date: March 18, 2024 at 8:00 a.m.

1. Policy (or Policies) to be issued:

(a) **Owner's Policy** (ALTA Own. Policy (06/06))

Proposed Insured:

(b) **Loan Policy** (ALTA Loan Policy (06/06))

Proposed Insured:

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

The Honey Do Crew, LLC, a Florida limited liability company

3. The land referred to in this Commitment is described as follows:

SEE EXHIBIT"A" ATTACHED TO AND MADE A PART HEREOF

American Home Title of Tampa Bay, Inc.

Countersigned By: _____



Authorized Signature

File Number: AHT240061

EXHIBIT "A" - LEGAL DESCRIPTION

That part of Lot 242, West Plant City Farms Unit Number Two, as per map or plat thereof, as recorded in Plat Book 27, Page 13, Public Records of Hillsborough County, Florida;

LESS The North 200.00 feet of the East 75.00 feet thereof;

AND LESS

The following described parcel contained within Lot 242:

Beginning at the intersection of the West boundary of Lot 242, of West Plant City Farms Unit Number Two, as per map or plat thereof, as recorded in Plat Book 27, Page 13, Public Records of Hillsborough County, Florida, with the Southerly right of way line of State Road 60, per section 10110; run thence South, 217.00 feet; thence East, 90.00 feet; thence North, 217.00 feet; thence West, 90.00 feet, to the point of Beginning.

FOLIO: 086078-0000

File Number: AHT240061

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
 - a. Warranty Deed executed by The Honey Do Crew, LLC, in favor of *** showing proper marital status, conveying said land described in Schedule "A".
 - b. Mortgage executed by *** in favor of *** , encumbering said land described in Schedule "A".
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid.
5. Provide an affidavit by current owner, certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which adversely affect the ability of the affiant to convey the insured land.
6. Satisfaction of that certain mortgage executed by The Honey Do Crew, LLC in favor of GTE Federal Credit Union, dated July 2, 2020 recorded August 10, 2020, in Official Records Instrument #2020323022; and Assignment of Mortgage in favor of GTE Federal Credit Union, in Official Records Instrument #2020323023; all of the Public Records of Hillsborough County, Florida.
7. Satisfaction of that certain mortgage executed by The Honey Do Crew, LLC in favor of GTE Federal Credit Union, dated December 15, 2017, recorded December 29, 2017, in Official Record Book 25461 , Page 155; of the Public Records of Hillsborough County, Florida.
8. Release of that certain Assignment of Rents in favor of GTE Federal Credit Union, as recorded in Official Records Book 25461, Page 168, of the Public Records of Hillsborough County, Florida.
9. Proof must be obtained as to the proper filing/incorporation of The Honey Do Crew, LLC, within

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**SCHEDULE B - SECTION I
REQUIREMENTS**

(Continued)

the State of its origin and/or the State of Florida as well as proof to its current good standing.

10. NOTE: FOLIO : 086078-0000; Taxes for 2023 are paid in installments. Installments 1 and 2 have been paid. Installments 3 and 4 are DUE AND PAYABLE. Gross Taxes are \$3,271.01. The assessed value is \$137,239.00. Homestead exemption WAS NOT filed for 2023.
11. Release of that certain UCC Filing in favor of GTE Federal Credit Union as recorded on August 10, 2020 in Official Records Instrument #2020323021, Public Records of Hillsborough County, Florida.
12. Release of that certain Assignment of Rents in favor of GTE Federal Credit Union, as recorded August 10, 2020 in Official Records Instrument #2020323023; of the Public Records of Hillsborough County, Florida.
13. Payment of Installments 3 and 4 for 2023 real estate taxes are due and payable.
14. Certificate from an Officer of the Homeowners Association that all assessments, including special assessments, against the land are paid in full.
15. Payment of Installments 3 and 4 for 2023 real estate taxes are due and payable.
16. Final Judgment of Dissolution of Marriage as styled Brian Joseph Williams, Janet Leigh Williams, and The Honey Do Crew LLC, clearly has guidelines and requirements that we will need to follow for closing and disbursement. Proceeds will need to be split as per the Final Judgment. Case No. 21-DR-9322
17. A title update will be required prior to closing and funding due to other information found of the Public Records of Hillsborough County, Florida.
18. American Home Title of Tampa Bay, Inc. reserves the right to raise additional requirements or exceptions as may be deemed necessary.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 Commitment.
2. Rights of parties in possession, other than the record owner, not shown by the public records.
3. Easements or claims of easements not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Any municipal resolution for public improvements or special assessment as provided by Chapter 170.01, Florida Statutes, which are not properly recorded in the public records and which do not provide notice to the owner of record in public records.
7. Taxes for the year 2023 and taxes or special assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof, which are not yet due and payable.
8. Solid Waste Assessment for the year 2024 and which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof, which is not yet due and payable.
9. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
10. Covenants, conditions, restrictions, reservations, easements, and setbacks, if any, as shown on

Commitment Number: AHT240061

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

the plat of West Plant City Farms Unit Number Two, as filed in Plat Book 27, Page 13, Public Records of Hillsborough County, Florida.

NOTE: But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 2604(c).

11. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer or gas system supplying the lands described herein. (as to Owners Policy only)
12. Oil, Gas and Mineral rights are not insured.
13. Existing unrecorded lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).
14. Oil, Gas and Mineral rights are not insured.
15. Existing unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(S).
16. NOTE: But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 2604(c).
17. Solid Waste Collection Franchise Issued Under Hillsborough County Ordinance 72-1 as Amended Granted by the Board of County Commissioners as shown in instrument recorded in Official Records Book 5548, Page 1736, of the Public Records of Hillsborough County, Florida.
18. Addendum #3 to Solid Waste Collection Franchises Awarded to Laidlaw Waste Systems Inc. as shown in instrument recorded in Official Records Book 5800, Page 1960, of the Public Records of Hillsborough County, Florida.

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SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

19. Ordinance No. 10-2016 as shown in instrument recorded in Official Records Book 24079, Page 1824, of the Public Records of Hillsborough County, Florida.
20. Right of Way Easement as shown in Monument Book 2, Page 134, of the Public Records of Hillsborough County, Florida
21. The land described in Schedule C Property Description herein shall not be deemed to include any house trailer or mobile home standing on the land.
22. Wetland Conservations Area and EPC/SWFWMD wetland lines as shown on the survey dated February 12, 2014 and prepared by Hillsborough Surveying, Inc.
23. Open Permits and unrecorded code violations, if any, are neither insured or guaranteed under this commitment or any subsequent mortgage and/or owner's title policy issued.
24. American Home Title of Tampa Bay, Inc. reserves the right to raise additional requirements or exceptions as may be deemed necessary.