



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 EXTRACTIONAL 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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Form 50184612 (10-3-22)





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

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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.

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

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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.

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

Issuing Agent: **TOWN & COUNTRY TITLE GUARANTY OF HOLLYWOOD, INC**
 Issuing Office: **1779 N UNIVERSITY DRIVE #202, PEMBROKE PINES, FL 33024**
 ALTA® Registry ID: **A267211**
 Loan ID Number: **None**
 Commitment Number: **26-0151B**
 Issuing Office File Number: **26-0151B**
 Property Address: **15715 VISCOUNT CIRCLE, PORT CHARLOTTE, FL 33981**
 Revision Number: **None**

Schedule A

1. Commitment Date: **JANUARY 12, 2026 AT 8:00 AM**
2. Policy to be issued: Proposed Policy Amount
 - a. OWNER'S: 2021 ALTA Owner's Policy with Florida Modifications **\$TBD**
Proposed Insured: **TBD**
 - b. MORTGAGEE: 2021 ALTA Loan Policy with Florida Modifications **None Issued**
Proposed Insured:
3. The estate or interest to be insured is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **GRINDSTONE PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY**
5. The Land is described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOWN & COUNTRY TITLE GUARANTY OF HOLLYWOOD, INC.
 1779 N UNIVERSITY DRIVE #202
 PEMBROKE PINES, FL 33024

By: _____
Authorized Signatory

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File No.: 26-0151B

SCHEDULE B, PART I—Requirements

Florida Statutes, Sections 692.201-692.205, “Conveyances to Foreign Entities,” (the “Statute”) effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each buyer must provide an affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In order to facilitate compliance with the Statute, the Company has prepared an affidavit affirming that the proposed Insured is not prohibited from acquiring the Land under the Statute, which affidavit will be provided upon request for possible use until such time as the Florida Real Estate Commission has promulgated an affidavit pursuant to the Statute.

Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

If it is determined the transaction is prohibited under state law or you are unsure for any reason, you must contact First American underwriting for approval prior to closing and issuing any title policy.

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 **A SIGNATORY MEMBER OF GRINDSTONE PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY** to TBD.

5. Satisfactory evidence that Grindstone Partners LLC is in existence in the State of Florida.
6. Obtain and review the Articles of Organization and operating agreement for Grindstone Partners LLC and any amendments thereto.
7. Obtain and record an LLC Affidavit from a signatory member of Grindstone Partners LLC.

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File No.: 26-0151B

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, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
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. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PORT CHARLOTTE SUBDIVISION SECTION NINETY THREE, as recorded in Plat Book 9, Page(s) 1.
10. Declaration of Covenants, Conditions, Restrictions and Easements, including any amendments or modifications thereto, which contains provisions for a private charge or assessments, recorded in Book 337, Page 990 and as amended in Book 338, Page 559; Book 341, Page 523; Book 551, Page 968; Book 1771, Page 654 and as partially assigned in Book 1340, Page 1036 (South Gulf Cove); Book 3545, Page 1467 and Book 3545, Page 1731.
11. Resolution of The South Gulf Cove Homeowners Association as recorded in Book 1413, Page 1814.
12. Notice of Architectural Guidelines, Restrictions and Conditions for all Residential Homes in South Gulf Cove recorded in Book 4028, Page 644.

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13. South Gulf Cove Phase I Water Distribution Capital Assessments as recorded in Book 1462, Page 800; Book 1467, Page 916; Book 1467, Page 966 and Book 1557, Page 1814 and as thereafter amended.
14. Assignment of Easements from General Development Corporation, a Delaware corporation, to Charlotte County, a political subdivision of the State of Florida, recorded in Book 670, Page 1659, and by Assignment of Easements from Atlantic Gulf Corporation to Charlotte County, recorded in Book 1348, Page 2008 and Assignment of Easements from Atlantic Gulf Communities Corporation, Successor to General Development Corporation to Charlotte County, recorded in Book 1371, Page 1265.
15. General Development Corporation reserves unto itself all water rights below 400 feet in depth, with no right of surface access in subject property; and right of surface access on property for the purpose of completing land development work within the area surrounding subject property (including removal of any soil deposited by General Development Corporation) up to the time a building permit has been issued for the construction of a structure upon subject property as recorded in Book 775, Page 242 and Book 932, Page 1709.

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File No.: 26-0151B

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

LOT 29, BLOCK 4908, PORT CHARLOTTE SUBDIVISION SECTION NINETY THREE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 1, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

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