



Commitment for Title Insurance (with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.


The company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
MARLOWE & WEATHERFORD, P.A.
1150 LOUISIANA AVENUE
SUITE 4
WINTER PARK, FL 327892354
Phone: 407-629-5008

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612)371-1111



Authorized Signature

By  **President**
Attest  **Secretary**



Old Republic National Title Insurance Company
2300 Maitland Center Parkway #140
Maitland, Florida 32751

SCHEDULE A

FILE NO.: 14012243
Agent File # 5498-002

County: Sumter

1. Effective Date: February 13, 2014 at 5:00pm

2. Policies to be Issued: Proposed Amount of Insurance:

(a) ALTA 2006 OWNER'S POLICY Amount: \$115,000.00
(with Florida Modifications)

Proposed Insured: Premium: \$

Aero Point Properties LLC, a Florida limited liability company

(b) ALTA 2006 LOAN POLICY Amount: N/A
(with Florida Modifications)

Proposed Insured: Premium: \$

N/A

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Dwight A. Small and La Fredia F. Small, his wife

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

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida. TOGETHER WITH a perpetual non-exclusive easement for ingress and egress over, accorss and upon the West 10 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 15 feet of the North 380 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida.

**SCHEDULE B - SECTION I
REQUIREMENTS**

Requirements:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - a) Warranty Deed from Dwight A. Small and La Fredia F. Small, his wife to Aero Point Properties LLC, a Florida limited liability company.
 - b) Evidence satisfactory to the company must be furnished showing proof of the legal existence of Aero Point Properties LLC, a Florida limited liability company.
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
 - c) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the sellers herein, will serve to delete the standard lien and possession exceptions for the policy to be issued.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B - SECTION II

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 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
7. Any lien provided by County Ordinance or by Ch. 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.
8. Terms, provisions and conditions of Ingress-Egress Easement Deeds recorded in Official Records Book 296, Pages 671 and 673, Public Records of Sumter County, Florida.
9. Findings of the Sumter County Zoning and Adjustment Board recorded in Official Records Book 2701, Page 292, Public Records of Sumter County, Florida.

TAX INFORMATION

Account No. G05-004

2013 taxes paid; gross amount \$19.44.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request