



**ALTA COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**WFG 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, WFG National Title Insurance Company, a South Carolina (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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


**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

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



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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.

#### 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.

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- 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 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](http://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](http://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 Date, for which the Company assumes no liability as set for the in Condition 5e.:

Issuing Agent: **New Path Title, LLC**

Issuing Office: **1110 N. Olive Avenue, West Palm Beach FL 33401**

ALTA® Registry ID:

Loan ID Number: **34991748**

Commitment Number: **25-1112**

Issuing Office File Number: **25-1112**

Property Address: **12333 Colony Preserve Drive, Boynton Beach, FL 33436**

Revision Number:

**SCHEDULE A**

1. Commitment Date: **March 19, 2025 at 8:00 AM**

2. Policy to be issued:

a. ALTA 2021 Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured: **Fee Simple**

b. ALTA 2021 Loan Policy

Proposed Insured: **Kiavi Funding, Inc Its Successors and/or Assigns**

Proposed Amount of Insurance: **\$520,000.00**

The estate or interest to be insured: **Fee Simple**

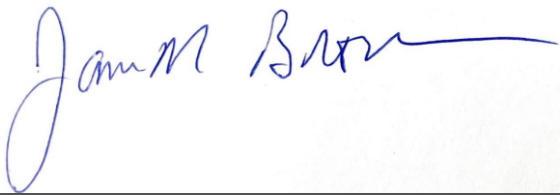
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in: **The Anicettes Transportation LLC** and, as disclosed in the Public Records, has been since

5. The Land is described as follows:

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

**WFG NATIONAL TITLE INSURANCE COMPANY**

By: 

**Authorized Signatory**

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ALTA 2021 Commitment for Title Insurance Schedule A – 07-01-2021

3178512-A

With Florida Modifications



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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 and executed Mortgage from The Anicettes Transportation LLC in favor of Kiavi Funding, Inc Its Successors and/or Assigns securing an insured loan in the amount of \$520,000.00.

NOTE: Mortgage to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

5. Mortgage from The Anicettes Transportation LLC, a limited liability company registered and organized in the State of Domicile, to the Proposed Insured.

As to The Anicettes Transportation LLC, a limited liability company, the Company will require:

i. Proof that the limited liability company was duly registered with the Department/Secretary of State of domicile, as of the date of taking title to or other interest in the insured land, and confirmation that the limited liability company is currently active. On-line confirmation of both of the foregoing is sufficient.

ii. Review the articles of organization and the operating agreement for the limited liability company to determine whether the LLC is manager-managed or member-managed and to determine the person(s) who has authority to execute the deed/mortgage, required herein, on behalf of the LLC.

iii. Execution of the deed/mortgage required herein by such person(s) authorized to execute such instrument by the articles of organization and the operating agreement of the limited liability company.

iv. Recordation of an LLC Affidavit by the person(s) signing on behalf of the limited liability company confirming his/her authority under the articles of organization and the operating agreement to execute the deed/mortgage required herein; and confirming that neither the LLC nor any member of the LLC has filed bankruptcy since the LLC acquired title.

v. If the LLC is a sole member LLC and the sole member has filed bankruptcy, the deed/mortgage will have to

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be executed by the Bankruptcy Trustee (or Debtor in Possession, if applicable) pursuant to a Bankruptcy Court Order. The Bankruptcy Court Order authorizing the transaction will have to be recorded. Additional requirements may be made after a review of the bankruptcy.

6. Secure and record a Satisfaction of that certain mortgage dated May 9, 2024, from The Anicettes Transportation LLC, a Florida Limited Liability Company to Suncoast Equity Partners LLC, a Florida Limited Liability Company, recorded on May 17, 2024 in Official Records Book 35025, Page 48, in the original principal amount of \$420,000.00.
7. INTENTIONALLY DELETED
8. INTENTIONALLY DELETED
9. INTENTIONALLY DELETED
10. INTENTIONALLY DELETED
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. Proof of payment of taxes for the year(s) 2024.
14. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
15. Current owner(s) to execute a Hold Harmless and Indemnity Agreement indemnifying and holding WFG National Title Company harmless for any loss WFG National Title Company may suffer under its loan policy directly or indirectly due to not requiring an estoppel letter from the Association and not requiring a municipal lien search for owner(s) refinance transaction.

#### INFORMATIONAL NOTES - SCHEDULE B - PART I

##### (a)TAXES:

2024 Ad Valorem Taxes and Assessments in the amount of \$9,960.67 are showing as Due

Tax Id/UPI No. 00-42-46-02-26-000-0430

(b)The recording information of vesting instruments affecting title of said Land(s) recorded within 24 months of the effective date of this report is/are as follows:

Quit Claim Deed

Grantee(s): The Anicettes Transportation LLC

Grantor(s): Assured Properties LLC

Dated: October 23, 2023

Recorded Date: October 24, 2023

Recording No:(book) 34629 (page) 53, of Official Records

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COMMENTS: [View Image](#)

We note the following conveyance documents:

Deed Type: Quit Claim Deed

Grantors: Assured Properties LLC

Grantees: The Anicettes Transportation LLC

Dated: October 23, 2023

Recorded Date: October 24, 2023

Consideration: \$0.00

Book: (book) 34629

Page: (page) 53

Deed Type: Warranty Deed

Grantors: Janel Valcin

Grantees: Assured Properties LLC, a Florida Limited Liability Company

Dated: May 30, 2018

Recorded Date: June 1, 2018

Consideration: \$0.70

Book: (book) 29895

Page: (page) 366

(c) The Company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

(d)A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed:

NO MATTERS FOUND

(e)Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):

NO MATTERS FOUND

(f) Copies of the following Documents have been hyperlinked for your convenience:

[B-I Copies click here](#)

[Plat Map click here](#)

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16. Execution of closing affidavit by appropriate parties representing possession and no adverse matters, including actions taken by owner or others that would give rise to litigation or lien.
17. Closing funds must be disbursed by or at the direction of the Title Agent issuing this policy.

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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. 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. 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.
3. Any rights, interests or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any encroachment, encumbrance, violation, 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.
6. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
7. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
8. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land.
10. Covenants, conditions and restrictions, if any, appearing in the public records, including any covenants, conditions or restrictions which may (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; or (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.

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11. Any easements or servitudes appearing in the public records.
12. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
13. Any loss or damage resulting from a lien or assessment in favor of a homeowner's association arising under Section 720.3085, Fla. Stat., and/or a condominium association arising under Section 718.116, Fla. Stat., occurring after Date of Policy, notwithstanding any assurances to the contrary in any ALTA 4-06 Condominium Endorsement, ALTA 5-06 PUD Endorsement or any series 9 Endorsement that may be attached to the Policy.

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LOT 43, COLONY PRESERVE PUD, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE(S) 19 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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Commitment Number: 25-1112

## **“Exhibit A”**

LOT 43, COLONY PRESERVE PUD, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE(S) 19 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.