

First American Title Insurance Company
International Commitment Form

INFORMATION

This International Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which the Company will issue its International Title Insurance Policy to you. The Policy will insure you against certain risks to the Land Title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form if you ask.

This Commitment is based on the Land Title as of the Commitment Date. Any changes in the Land Title or the transaction may affect this Commitment and the Policy.

This Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THIS INTERNATIONAL TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the Caribbean/Latin America Underwriting Department at (954) 839-2900.

First American Title Insurance Company

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INTERNATIONAL TITLE INSURANCE COMMITMENT

By

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

The Company agrees to issue its Policy to you according to the terms of this Commitment. When the Company shows the Policy Amount and Proposed Insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met by _____, 200__, the Company's obligation under this Commitment will end. Also, the Company's obligation under this Commitment will end when the Policy is issued and then the Company's obligation to you will be under the Policy.

The Company's obligations under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B - Section I.
- The Exceptions in Schedule B – Section II.
- The Conditions.

This Commitment is not valid without SCHEDULE A, Sections I and II of SCHEDULE B and an authorized signature below.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this International Commitment to be signed by its duly authorized officer as of the Commitment Date.

First American Title Insurance Company

SAMPLE

By: _____
Authorized Signatory

First American Title Insurance Company

SCHEDULE A

File No.: **SAMPLE**

1. Commitment Date:

2. Policy (or Policies) to be issued:
 - (a) International Owner's Policy (Form 4500 2/99) Policy Amount \$_____ (U.S.)
Proposed Insured:

 - (b) International Loan Policy (Form 4600 2/99) Policy Amount \$_____ (U.S.)
Proposed Insured:

3. Fee simple interest in the Land described in this Commitment is owned, at the Commitment Date, by:

4. The Land referred to in this Commitment is described as follows:

First American Title Insurance Company

SAMPLE

By: _____
Authorized Signatory

First American Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **SAMPLE**

The following Requirements must be met:

- (a) Payment of the agreed amount for the interest in the Land.
 - (b) Payment to the Company of the premiums, fees and charges for the Policy.
 - (c) (Deed language)
 - (d) (Real Property tax information request)
 - (e) Surveyor's Affidavit, in the form attached hereto.
 - (f) Seller's Affidavit, in the form attached hereto.
 - (g) Survey, acceptable to the Company, of the Land. The Company reserves the right to make further Requirements and/or Exceptions upon review of the survey.
- (Add specific requirements)

First American Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

File No.: **SAMPLE**

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES THAT ARISE BY REASON OF THE FOLLOWING:

1. Taxes, charges or assessments levied by any taxing authority that levies taxes or assessments on real property. (When Requirement ___ of Schedule B – Section I is satisfied this Exception will be deleted.)
2. Rights of parties in possession of or occupying any portion of the Land, and any facts, rights, interests, encumbrances or claims that are not Recorded in the Public Records, but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession and/or the owners thereof. (When Requirements ___, ___ & ___ of Schedule B – Section I are satisfied, this Exception may be deleted or modified.)
3. Easements, rights of way, encumbrances, discrepancies, conflicts in boundary lines, encroachments or any other facts that a correct survey would disclose and that are not Recorded in the Public Records. (When Requirements ___, ___ & ___ of Schedule B – Section I are satisfied, this Exception may be deleted or modified.)
4. Any inaccuracy in the area of the Land. The Company does not insure the area of the Land or against a shortage in area.
5. Any taxes, charges or assessments levied, due, assessed, or assessable, subsequent to Date of Policy.

CONDITIONS

1. DEFINITIONS.

- (a) "Improvement" or "Improvements": buildings, fixtures, immovables and other improvements affixed to Land that by Law forms a part of real property.
- (b) "Land" means the land described or referred to in paragraph 4 of Schedule A and Improvements. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, Title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Law" or "Laws" means law(s), by-law(s), ordinance(s), order(s), code(s), rule(s), decree(s) or governmental regulation(s).
- (d) "Mortgage" means mortgage, hypothec, pledge, deed of trust, trust deed, deed to secure debt or other similar security instrument.
- (e) "Public Records" means those records maintained by a governmental or quasi-governmental agency in which mortgages, deeds, and other documents that convey Title to the Land must be Recorded in order to provide actual, constructive or deemed notice of their contents to purchasers and/or mortgagees of real property for value and without knowledge.
- (f) "Record" or "Recorded" means record (ed), file (d) and/or register(ed) in the Public Records.
- (g) "Title" means the estate or interest described in paragraph 3 of Schedule A in the Land.
- (h) "The Company" means First American Title Insurance Company.

2. LATER DEFECTS.

The Exceptions in Schedule B - Section II may be amended to show any defects, liens, encumbrances or other matters that appear for the first time in the Public Records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section I are met. The Company shall have no liability to you because of this amendment.

3. EXISTING DEFECTS.

If any defects, liens, encumbrances or other matters existing at Commitment Date are not shown in Schedule B, the Company may amend Schedule B to show them. If the Company does amend Schedule B to show these defects, liens, encumbrances or other matters, the

Company shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell the Company about it in writing before the Company issued this Commitment.

4. LIMITATION OF THE COMPANY'S LIABILITY.

The Company's only obligation to you is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If the Company has any liability to you for any loss you incur because of an error in this Commitment, the Company's liability will be limited to your actual out-of-pocket losses caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

The Company shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and the Company's liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT.

Any claim, whether or not based on negligence, which you may have against us concerning the Title must be based on this Commitment and is subject to its terms.

6. CHOICE OF LAW; JURISDICTION; NO JURY TRIAL.

(a) **Choice of Law.** You acknowledge and agree that all interpretation, rights, remedies or enforcement of this Commitment shall be governed by the laws of the State of California in the United States of America, which state is the domicile of the Company.

(b) **Choice of Forum.** Any litigation or other proceeding brought by you against the Company under this Commitment must be filed only in the State of California in the United States of America, which state is the domicile of the Company.

(c) **No Jury Trial.** In any litigation or proceeding filed against the Company concerning this Commitment, you are permitted only to have the case heard by a judge and not by a jury.