

SCHEDULE A

COMMITMENT NO.	EFFECTIVE DATE OF COMMITMENT
186023207 (R1)	December 8, 2021 at 8:00 am
YOUR NO.	Property Address: 12145 Charlotte Dr., Alpharetta, GA

PREPARED FOR: Suzan E Roth, Esq.  
LevickRoth  
999 Peachtree Street, Suite 855  
Atlanta, GA 30309

INQUIRIES SHOULD BE DIRECTED TO: BridgeTrust Title Group  
2520 Northwinds Pkwy., Suite 600  
Alpharetta, GA 30009  
770-447-6303

1. POLICY OR POLICIES TO BE ISSUED: AMOUNT  
(a)\* ALTA OWNER'S (6/17/06) \$10,000.00  
With Georgia Modifications

PROPOSED INSURED:

To Be Determined in Purchase Agreement with Seller

(b)\* ALTA LOAN POLICY (6/17/06) n/a  
With Georgia Modifications

PROPOSED INSURED:

n/a

2. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

John Joseph Smith as executor under the Last Will and Testament of Carroll Emmett Byers

As a matter of information, by virtue of that certain:

Warranty Deed from Charles Stewart, also known as Charles D. Stewart, also known as Charles D. Stewart, Jr. to Carroll E. Byers and Frances W. Byers, dated September 18, 1969, filed for record September 19, 1969, recorded in Deed Book 5122, Page 305, Records of Fulton County, Georgia.

*(With Georgia modifications)*

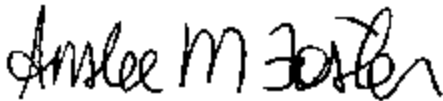
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Warranty Deed from Frances W. Byers to Carroll E. Byers, dated February 15, 1971, filed for record December 9, 1971, recorded in Deed Book 5500, Page 315, Records of Fulton County, Georgia.

4. The land referred to in the Commitment is located in the County of Fulton, State of Georgia and described as follows:

**SEE EXHIBIT "A" ATTACHED**

**BridgeTrust Title Group**



By \_\_\_\_\_  
Authorized Signatory  
ALTA® Universal ID: 0046502

*(With Georgia modifications)*

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**EXHIBIT "A"**

All that tract or parcel of land lying and being in the Second District, Second Section of Fulton County, Georgia, being all of Land Lot 1245 as conveyed by Warranty Deed dated January 28, 1950, from Troy Rucker to Charles Stewart, recorded Deed Book 2479, Page 542, Fulton County Records; less and except the two and one-half (2 1/2) acres conveyed to J. D. Summerour by Charles D. Stewart by Deed dated October 26, 1962, recorded Deed Book 3963, Page 56, Fulton County Records and more fully shown on plat by C. E. Abercrombie, R.L.S., dated September 8, 1962, recorded Plat Book 76, Page 43, incorporated herein by reference; and less and except the two and one-half (2 1/2) acres conveyed to Kenneth H. Blackwell by Charles D. Stewart, Jr. by Deed dated October 26, 1962, recorded Deed Book 3963, Page 389, Fulton County Records and more fully shown on Plat by C.E. Abercrombie, R.L.S., dated September 8, 1962, and recorded Plat Book 76, Page 43, incorporated herein by reference thereto. Said portion conveyed of Land Lot 1245 containing 35 acres more or less and being more particularly described as follows:

Beginning at a point on the Eastern side of Charlotte Drive (having a 60 foot right-of-way), said point being located 325.6 feet South of the intersection of the Eastern side of Charlotte Drive with the North line of Land Lot 1245, as measured along the Eastern side of Charlotte Drive, said point also being the Southwest corner of the property now or formerly owned by J. D. Summerour; running thence Easterly along the South line of said Summerour property a distance of 660 feet to the Southeast corner of said Summerour property; running thence Northerly along the East line of said Summerour property a distance of 162.5 feet to the Southeast corner of the property now or formerly owned by Kenneth H. Blackwell; running thence Northerly along the Easterly line of said Blackwell property a distance of 162.5 feet to a point located on the North line of Land Lot 1245; running thence Easterly along the North line of Land Lot 1245 to the Northeast corner of Land Lot 1245; running thence Southerly along the East line of Land Lot 1245 to the Southeast corner of Land Lot 1245; running thence Westerly along the South line of Land Lot 1245 to a point located at the intersection of the South land Lot line of Land Lot 1245 with the East side of Charlotte Drive; running thence Northerly along the East side of Charlotte Drive to the Southwest corner of the said Summerour property and the Point of Beginning.

LESS AND EXCEPT the land taken by Condemnation Action entitled Fulton County v. 0.014 acres of land and certain easements; Carroll E. Byers; and William Lee Roberts, filed June 19,, 1986, recorded in Deed Book 10163, Page 160, Records of Fulton County, Georgia.

I. ALL OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. 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. EXECUTORS DEED from John Joseph Smith as executor under the Last Will and Testament of Frances W Byers to To Be Determined in Purchase Agreement with Seller, releasing all interest in title to the subject property under Quitclaim Deed from Carroll E. Byers to Frances W. Byers, dated February 15, 1971, filed for record December 9, 1971, recorded in Deed Book 5500, Page 317, Records of Fulton County, Georgia.
  - b. EXECUTORS DEED from John Joseph Smith as executor under the Last Will and Testament of Carroll Emmett Byers to To Be Determined in Purchase Agreement with Seller, conveying title to the subject property.

Deed must show the Tax Parcel ID Number of the land being conveyed at the top of the document, near the 'return to' information.

2. Pay the agreed amount for the estate or interest to be insured.
3. Omitted.
4. Furnish satisfactory evidence that all debts, estate taxes and inheritance taxes against the estate of Carroll Emmett Byers, deceased, have been paid. Recitals in the conveyance deed setting forth the status of the debts of the estate is recommended.
5. In the event that the County Clerk's office is not accepting recording on the day of closing the Company must be provided a satisfactory Indemnity & Undertaking Agreement (GAP) from both buyer and seller herein.
6. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what claim. Upon receipt of such proof, Item (a) of the Standard Exceptions in Part II, Schedule B below will be deleted or amended in accordance with the facts revealed thereby.
7. The Company must be furnished a current accurate survey and surveyor's inspection report on the subject property. Upon receipt of same, Items (d) and (e) of the Standard Exceptions in Part II, Schedule B below will be deleted or amended in accordance with facts shown thereby.
8. The Company must be furnished satisfactory proof in affidavit form that improvements and/or repairs or alterations to the property are completed; that contractor, sub-contractors, laborers and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor and material; or receipt

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of proof satisfactory to the Company that no improvements or repairs were made on the property within 95 days preceding the filing for record of the instruments required at Item 1 above. In the event improvements or repairs were made on the property within 95 days preceding and a general contractor was employed in connection therewith, in addition to the owner's affidavit required above, the Company further requires a sworn Affidavit, Lien Subordination and Indemnity of the General Contractor, executed pursuant to O.C.G.A. § 44-14-361, which identifies all of the subcontractors, material suppliers and laborers, a copy of which must be furnished for our file. Also, the Company must be provided with lien subordinations from all subcontractors, material suppliers and laborers listed in the General Contractor's Affidavit. Upon receipt of this proof, Item (b) of the Standard Exceptions in Part II, Schedule B below will be deleted or amended in accordance with the facts shown thereby.

9. Proof, satisfactory to the Company, that all taxes or special assessments, including water bills, which are not shown as existing liens on the public records are paid in full at the time of closing. Upon receipt of such proof, Item (c) of the Standard Exceptions in Part II, Schedule B below will be deleted or amended in accordance with the facts shown thereby.

The Company must be provided with current statements for any municipal services which can become liens, such as water bills. An affidavit will not satisfy this requirement.

The Fulton County Water Services can be contacted at 404-612-4000. The customer number is needed to obtain this information.

10. The Company must be furnished with satisfactory proof in affidavit form both from the Seller and from the Buyer (or Borrower if there is no sale involved) i.) that no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and ii.) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) nor Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy:

"Any Broker's lien, or right to a Broker's lien, imposed by law."

11. Disclosure to the Company in writing of the name(s) of any party(s) not referred to in this Commitment who will acquire an interest in the subject property or who will make a loan on the subject property. The Company reserves the right to make additional requirements and/or exceptions.

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12. The Company must be provided satisfactory documentary proof as to \_\_\_\_\_ (PURCHASER ENTITY):Example:
- (i) Proof that ABC EXAMPLE, a \_\_\_\_ corporation, is currently in good standing under the laws of the State of \_\_\_\_;
  - (ii) Production of a true copy of the Articles of Incorporation and By-laws, with an affidavit thereto that it is a true copy of the articles of incorporation and all amendments thereto and that the company has not been dissolved.
  - (iii) Production of Corporate Resolution and Certificate of Incumbency authorizing the transaction and identifying the officers of the corporation and the officer(s) authorized to execute the conveyance deed, closing statement and/or mortgage and to bind the corporation.
  - (iv) The Company reserves the right to make further requirements as it deems necessary after review of any of the documentation required above.
13. Furnish copies of all instruments in this transaction for review by The Company prior to closing. This commitment is subject to such additional requirements and/or exceptions as maybe deemed necessary by the Company upon review of said instruments and upon full disclosure of all facts of this transaction.
14. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any addition premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
15. Payment of the premiums, fees and charges for this commitment and the policy to be issued pursuant hereto.

**AS A MATTER OF INFORMATION:**

State and County taxes for the year 2021 were paid on November 15, 2021, in the amount of \$770.22, under Map Reference No. 22 -4340-1245-023-0.

City of Alpharetta taxes for the year 2021 were paid on November 16, 2021, in the amount of \$163.24, under Map Reference No. 22 -4340-1245-023-0.

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**IMPORTANT PLEASE READ**

**NOTICE**

**Instructions for Electronic Transfer Tax Declarations in Georgia**

In Georgia, you must file a PT-61 Form (transfer tax declaration) with the deed. You must fill it out online at <http://www.gsccca.org/efiling/pt610/>.

In order to fill out the form, you will need to collect from both the buyer and the seller their mailing addresses and permission to file the form on their behalf. The buyer should provide the address that they want their tax bill to be sent to. You will also have to fill in the purchase price of the land and tax is automatically calculated (\$.10 per \$100.00 of consideration or any part thereof). The website also has all exemptions from the tax available by a drop down window.

Please forward a printout of the confirmation form with the deed as we must present it with the deed and payment of the tax at the time of recording the deed.

**\*\*END OF SCHEDULE B, PART I\*\***

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THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company, including 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.

Standard Exceptions:

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (c) Taxes or special assessments which are not shown as existing liens by the public records.
- (d) Easements, or claims of easements, not shown by the public records.
- (e) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

Special Exceptions:

1. All taxes for the year 2022, liens not yet due or payable, and subsequent years, and any additional taxes which result from a rebilling or reassessment of the subject property.
2. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
3. Riparian rights incident to the premises.
4. Right-of-Way Easement from Charles D. Stewart Jr. to Georgia Power Company, dated March 18, 1957, filed for record April 3, 1957, recorded in Deed Book 3208, Page 655, Records of Fulton County, Georgia.
5. Easements in that certain Right of Way Deed from Mrs. G. B. Broadwell, et al. to Fulton County, dated February 14, 1959, filed for record March 18, 1959, recorded in Deed Book 3435, Page 218, Records of Fulton County, Georgia.
6. Easement from Charles Stewart to Georgia Power Company, dated April 28, 1959, filed for record June 10, 1959, recorded in Deed Book 3465, Page 528, Records of Fulton County, Georgia.

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7. Easements taken by Condemnation Action entitled Fulton County v. 0.014 acres of land and certain easements; Carroll E. Byers; and William Lee Roberts, filed June 19, 1986, recorded in Deed Book 10163, Page 160, Records of Fulton County, Georgia.
8. Those matters as disclosed by that certain survey entitled "Survey for ALTA/NSPS Land Title & Topographic Survey for: BridgeTrust Title Group and Chicago Title Insurance Company", prepared by Bowman Consulting Group, Ltd., bearing the seal and certification of J. Chris Whitley, Georgia Registered Land Surveyor Number 2672, dated March 22, 2022, as follows:
  - a. utilities as shown.
  - b. fence along western north line of subject property does not run along the property line, runs inside the line of the land.
  - c. fences running along eastern portion of the north line, southern and western lines do not run perfectly along the property lines.

**Note:** Any additional recorded loan documents will appear as informational items in the final loan policy.

**Note:** Any recorded loan documents will also be shown as exceptions in the final owners policy.

**\*\*END OF SCHEDULE B, PART II\*\***

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**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
*Chicago 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, *Chicago 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, 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 .
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

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## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email [toprivacy@fnf.com](mailto:toprivacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



## **BridgeTrust Title Group Consumer Privacy Notice**

BridgeTrust Title Group has relationships with many types of financial services providers, such as insurance agencies, banks, consumer finance companies, securities broker-dealers, and mortgage companies. Over our long history as a financial services provider, we have placed the highest value on the information you share with us, and we are committed to protecting your privacy. This commitment forms the cornerstone of trust and confidence on which we hope to build long-lasting relationships with the clients we serve. Our Consumer Privacy Notice ("Notice") reaffirms our commitment to safeguarding your information.

### **Consumer Privacy Notice**

Our Notice tells you the kind of information we collect about you, with whom we share it, and how we protect it responsibly. Our Notice applies to individuals who obtain insurance products or services through our agents for personal, family, or household purposes. You may receive a different Privacy Notice if you have relationships with other companies within Truist Financial Corporation (Truist). The examples that you will find throughout this Notice are for purposes of illustration only and should not be considered a complete description of our information practices. For example, we may not collect or disclose all of the categories of information described in this Notice in every transaction. If you terminate your relationship with us or your policy lapses or becomes inactive, we will continue to treat the information we have collected about you in accordance with our privacy policy.

### **Categories of Information We May Collect**

When we provide title insurance and/or settlement and escrow services, we may collect information directly from you (for example, your name, address, telephone number, and Social Security number) and from other sources such as the lender, attorney, or real estate broker that you have chosen in order to provide the products and services you have requested, to service your policy, and to determine your eligibility for other products and services. We may also collect the following categories of information about you, from the following sources:

- Information we receive from you on applications, or other forms and other oral, written, or electronic communications, such as your name, address, Social Security number, assets, and income;
- Information about your transactions with us, other companies in Truist, or others, such as transaction history, policy coverage, premiums, payment history, and claims history;
- Information collected from our Internet websites, such as information you provide to us and information necessary to manage your online session with us;
- Information about your transaction, including the identity of the real property that you are selling, purchasing, or financing; and
- When we provide settlement services, we may receive information from third parties, including appraisals, loan applications, credit reports, land surveys, loan and escrow account balances, and bank account numbers to facilitate the transaction.

### **Disclosure of Information to Third Parties**

We do not disclose information about you to third parties, except as required or permitted by law. For example, in the course of our general business practices, we may disclose information contained in applications and other forms that we collect, as previously described, to the following types of third parties for the reasons described:

- To a third party to perform a business, professional, or insurance function for us;
- To an insurance company, agent, insurance support organization, or self-insurer to detect or prevent fraud, criminal activity, or misrepresentation in connection with an insurance transaction;
- To an insurance company, agent, or insurance support organization to perform a function in connection with an insurance transaction involving you; and
- To an insurance regulatory authority, law enforcement, or other governmental authority to prevent or prosecute fraud, or if we believe that you have conducted illegal activities.

In addition, where permitted by law, we may disclose the information we collect about you, as previously described, to other companies that perform marketing services on our behalf and to other financial services companies with whom we have joint marketing agreements.

**Virginia residents :** Unless you tell us not to, we may share information about you with insurance companies and other third parties described above in order to give you appropriate insurance coverage upon expiration of your policy. You may direct us at any time not to share this information by calling BridgeTrust Title Group at 1-877-278-0503.

### **Information We May Share Within Truist**

Unless you tell us not to, we may share information about our experiences and transactions with you (such as type of insurance) and identifying information about you (such as your name and address) as well as other information described below with companies within Truist. We will share this information with our affiliates for the purpose of offering to you or considering you for products, services, or opportunities made available by other affiliate companies. This other information includes the following:

- Information we obtain from your applications or other forms, such as your income, assets, and employment history;
- Information we obtain from a credit bureau, such as your credit history; and
- Information we obtain from others to verify information provided by you, such as your credit or other relationships with third parties.

Companies within Truist that may receive this information are all financial services companies, including banks, consumer finance companies, securities broker-dealers, insurance agencies, and mortgage companies.

### **Your Information Choices**

#### **How to Tell Us to Limit the Sharing of Information Within Truist**

If you are a new client, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our client, we continue to share your information as described in this notice.

If you ask us to limit the sharing of information within our corporate family, you may miss learning of financial products and services offered by these companies that might be of benefit to you.

If you prefer that we not share information about you with companies within Truist, you may direct us at any time not to share (opt out) by calling BridgeTrust Title Group at 1-877-278-0503. We will process your request as soon as we reasonably can. If you have already directed us not to share, you do not need to opt out again. We may continue to share information about you with our affiliates as required or permitted by law. For example, we may share information to enable an affiliate to perform a business function for us. Each company within Truist will continue to contact its consumer clients with offers of its own products and services. You will continue to receive product messages via your statement(s), as well as telephone and mail offers from affiliate companies with whom you have relationships.

#### **How to Tell Us to Limit Marketing Within Truist**

Federal law gives you the right to limit some, but not all, marketing from affiliate companies. Federal law also requires us to give you this Notice to tell you about your choice to limit marketing from affiliate companies.

You may limit affiliate companies, such as the banking, lending, insurance, and securities companies, from marketing their products or services to you based on your personal information that they receive from BridgeTrust Title Group. This information may include your Social Security number, income, transaction and claim history, credit reports, and credit scores.

- You may limit marketing offers at any time by calling BridgeTrust Title Group at 1-877-278-0503. .

Note: For joint policies, each of the joint policyholders may exercise the right to opt out. We will treat an opt-out direction by one joint policyholder as applying to all of the joint policyholders with respect to that joint policy. For example, if Pat and Kim have a joint policy, Pat's opt-out direction will also apply to Kim with respect to the joint policy, but not to Kim's individual policies.

### **How to Review and Correct Your Personal Information**

Under applicable law, you may request to see the personal information about you in our records except for certain documents related to claims and lawsuits. We may direct you to a consumer reporting agency to obtain certain consumer report information.

If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once, and we will investigate and correct any errors that we find. Your request should be directed to your BridgeTrust Title Group representative.

### **Our Security Procedures**

We maintain physical, electronic, and procedural safeguards that comply with federal guidelines to safeguard consumer information. Our employees are bound by our Codes of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

### **Our Privacy Protections**

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you. For example, certain state laws may require us to provide you with an additional notice.

If your address is in California, New Mexico, or North Dakota, you will be treated as if you opted out of joint marketing arrangements.

If your address is in Vermont, you will be treated as if you opted out of sharing of information among Truist and opted out of joint marketing arrangements.

**Maine residents:** You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless the carrier makes an independent evaluation of the underlying facts. You also have the right, with very narrow exceptions, not to be subjected to pretext interviews.

### **Insurance Providers**

Please note that the title insurance companies that issue your policies may have personal information about you. Our Notice does not govern their use of information about you. You should review the privacy notices of your title insurance providers to understand how they collect, use, and disclose information.

### **Questions**

We will continue to maintain our dedication to protecting your privacy. If you have questions concerning our Notice, please call BridgeTrust Title Group at 1-877-278-0503..

BridgeTrust Title Group is a trade name of McGriff Insurance Services, Inc.; a subsidiary of Truist Insurance Holdings, Inc.