

# **COMMITMENT FOR TITLE INSURANCE**

Issued by **Chicago Title Insurance Company**



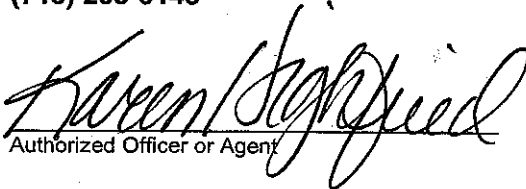
CHICAGO TITLE INSURANCE COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (CHICAGO TITLE INSURANCE COMPANY, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**KAREN HIGHFIELD**  
Chicago Title Insurance Company  
609 Main Street, Ste 2350  
Houston, TX 77002  
(713) 238-9145

  
Authorized Officer or Agent

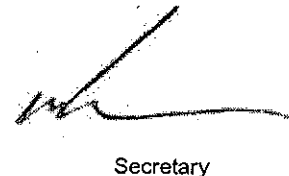


**CHICAGO TITLE INSURANCE COMPANY**

By:

  
President

Attest:

  
Secretary

## **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Effective Date: **May 31, 2022**  
Issued: **June 6, 2022**

GF. No. 3710004686

1. The policy or policies to be issued are:

- (a) **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: **\$105,500,000.00**

PROPOSED INSURED: **VERSITY INVEST, LLC**

- (b) **LOAN POLICY OF TITLE INSURANCE (Form T-2)**

Policy Amount: **\$50,000,000.00**

PROPOSED INSURED: **TC DEBT OPPORTUNITIES, LLC, a Delaware limited liability company**

Proposed Borrower: **VERSITY INVEST, LLC**

2. The interest in the land covered by this Commitment is:

**AS TO TRACT 1: FEE SIMPLE**

**AS TO TRACT 2: EASEMENT ESTATE for the benefit of Tract 1, created by that certain Easement Agreement for Recreation dated February 5, 2015, executed by Fairfield Woodway Square LLC, a Delaware limited liability company to TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, filed for record on February 6, 2015, under Harris County Clerk's File No. 20150051690.**

**AS TO TRACT 3: EASEMENT ESTATE for the benefit of Tract 1, created by that certain Non-Exclusive Access Easement and Parking Easement Agreement dated February 5, 2015, executed by FW TXWoodway Collection, L.P., a Delaware limited partnership to TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, filed for record February 6, 2015 under Harris County Clerk's File No. 20150051675.**

3. Record title to the land on the Effective Date appears to be vested in:

**TDC TANGLEWOOD REAL ESTATE OWNER, L.L.C., a Delaware limited liability company**

4. Legal description of land:

**TRACT 1:**

**All that certain 3.0758 acre tract of land, being all of Unrestricted Reserve "A", TANGLEWOOD WOOD HOLLOW, being a subdivision of 3.0758 acres out of the John D. Taylor Survey, A-72, Harris County, Texas, according to the map or plat thereof, filed for record under Film Code No. 676183 of the Map Records of Harris County, Texas.**

**TRACT 2:**

**A non-exclusive easement estate for the benefit of Tract 1, created by that certain Easement Agreement for Recreation dated February 5, 2015, executed by Fairfield Woodway Square LLC, a Delaware limited liability company to TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, filed for record on February 6, 2015, under Harris County Clerk's File No. 20150051690.**

**TRACT 3:**

**A non-exclusive easement estate for the benefit of Tract 1, created by that certain Non-Exclusive Access Easement and Parking Easement Agreement dated February 5, 2015, executed by FW TXWoodway Collection, L.P., a Delaware limited partnership to TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, filed for record February 6, 2015 under Harris County Clerk's File No. 20150051675.**

**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as shown on map/plat and document set forth below:**

**Film Code No. 676183, Map Records of Harris County, Texas, and in instrument recorded under Harris County Clerk's File No. 20150051292, and \_\_\_\_\_ (new Declaration to be recorded at time of closing).**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2022**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
6. The terms and conditions of the documents creating your interest in the land.
7. DELETED.
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. DELETED.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Ten (10) foot wide building line and ten (10) foot wide utility easements, together with adjacent five (5) foot wide aerial easement(s), as shown on plat filed for record under Film Code No. 676183 of the Map Records of Harris County, Texas. As affected by Release of Easement filed for record under Harris County Clerk's File No. 20150273209, and further by Consent to Encroachment Over City Easement filed for record under Harris County Clerk's File No. 20150547105.**
  - b. **Amended and Restated Agreement for Underground Electric Service by and between THC Florida Limited Partnership, a Georgia limited partnership, successor of THC Capital Associates, a Georgia general partnership, and Houston Lighting & Power Company, filed for record under Harris County Clerk's File No. S093082.**
  - c. **Memorandum of Agreement by and between Texas Cable Partners, L.P., and Houston Square, Inc., filed for record under Harris County Clerk's File No. U245609.**
  - d. **Terms, conditions and stipulations contained in Non-Exclusive Access Easement and Parking Easement Agreement dated February 5, 2015, by and between FW TX-Woodway Collection, L.P., and TDC Tanglewood Real Estate Owner, L.L.C., filed for record under Harris County Clerk's File No. 20150051675.**
  - e. **Easement Agreement for Access granted to Fairfield Woodway Square LLC, a Delaware limited liability company, filed for record under Harris County Clerk's File No. 20150051689.**
  - f. **Terms, conditions, and stipulations contained in Easement Agreement for Recreation dated February 5, 2019, executed by Fairfield Woodway Square LLC to TDC Tanglewood Real Estate Owner, L.L.C., filed for record under Harris County Clerk's File No. 20150051690.**
  - g. **Declaration of Height Limitation executed by TDC Tanglewood Real Estate Owner, L.L.C., filed for record under Harris County Clerk's File No. 20150052044.**
  - h. **Access Easement Agreement by and between TDC Tanglewood Real Estate Owner, L.L.C., and Oliver Washington, LLC, filed for record under Harris County Clerk's File No. 20150052046.**
  - i. **Short Form Blanket Easement 3-Phase Overhead, Underground and Gas granted to CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, filed for record under Harris County Clerk's File No. 20150172901.**
  - j. **Easement for sidewalk purposes, granted to The City of Houston, filed for record under Harris County Clerk's File No. 20150393092, and as corrected by Corrective Easement filed for record under Harris County Clerk's File No. RP-2019-39795.**
  - k. **Easement for water line purposes, granted to The City of Houston, filed for record under Harris County Clerk's File No. RP-2016-72027.**
  - l. **Easement for water meter purposes, granted to The City of Houston, filed for record under Harris County Clerk's File No. RP-2016-72029.**
  - m. **Grant of Easement by and between Comcast of Houston, LLC and TDC Tanglewood Real Estate Owner, L.L.C., filed for record under Harris County Clerk's File No. RP-2016-351688.**
  - n. **Right to Pull and Easement granted to CenterPoint Energy Houston Electric, LLC, filed for record under Harris County Clerk's File No. RP-2017-198575.**

- o. Royalty interest as described in Decree Confirming Report of Commissioners, recorded in Volume 981, Page 522 of the Deed Records of Harris County, Texas, and as affected by Mineral Deed recorded in Volume 1111, Page 128 of the Deed Records of Harris County, Texas, reference to said interest is hereby made for all purposes, which document contains the following language: "and any owner of such royalty interest thereof shall have, by virtue thereof, no right whatsoever in or to the surface of the land or the use or enjoyment of the surface or any right to explore the land for oil, gas or other mineral development or to execute any mineral lease on said land for the development of the oil, gas or other minerals therein or otherwise".**
- p. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
- q. Rights of tenants, as tenants only, under any and all leases.**
- r. 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. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**

**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated August 9, 2019, filed for record under Harris County Clerk's File No. RP-2019-350559, executed by TDC Tanglewood Real Estate Owner, L.L.X., to Cyrus N. Ansar, Trustee, securing the payment of that certain note in the principal amount of \$75,000,000.00, payable to PGIM Real Estate U.S. Debt Fund REIT, LLC as therein provided. Additionally secured by Assignment of Leases and Rents filed for record under Harris County Clerk's File No. RP-2019-350560, and by UCC Financing Statement filed under Harris County Clerk's File No. RP-2019-350561. Said note and lien assigned to PGIM Real Estate U.S. Debt Fund Hayworth Apartments Series, by Assignments filed for record under Harris County Clerk's File No. RP-2019-408750, RP-2019-408751 and RP-2019-408752.**
6. **Affidavit of Mechanic's Lien by Tierd Contractor or Supplier filed for record on October 25, 2021, under Harris County Clerk's File No. RP-2021-613998, wherein Communications Cabling Innovations LLC claims a lien in the amount \$36,671.00 for labor and/or materials furnished.**
7. **The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from TDC TANGLEWOOD REAL ESTATE OWNER, L.L.C., a Delaware limited liability company: a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member; b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps; c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member; d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created. The Company reserves the right to**

**add additional items or make further requirements after review of the requested documentation.**

- 8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.**
- 9. DELETED.**
- 10. DELETED.**



**COMMITMENT FOR TITLE INSURANCE****SCHEDULE D**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment  
The issuing Title Insurance Company, **Chicago Title Insurance Company**, is a Florida corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:  
  
Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.  
Directors: Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edison N. Burton, Jr.  
Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy
2. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	
Loan Policy	
Endorsements	
Other	\$
Total	

Of this total amount: 13% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p>
<p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**  
(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

---

SIGNATURE

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DATE



Inquire before you wire!



CHICAGO TITLE INSURANCE COMPANY

### WIRE FRAUD ALERT

#### IMPORTANT! YOUR FUNDS MAY BE AT RISK

*This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.*

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

**PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 713-229-8484 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 713-229-8484.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



**NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.



**DO NOT FORWARD** wire instructions to other parties without first verbally verifying the instructions from the sending party.



**ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

**DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:** <http://www.fbi.gov>

**Internet Crime Complaint Center:** <http://www.ic3.gov>

#### ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Buyer 2

Signature

Signature

Printed Name

Printed name

Address

Address

---

**Date**

---

**Phone Number**

---

**Date**

---

**Phone Number**

Wire Fraud Alert

Page 1 of 1

Original Effective Date: 7/05/2017 Current Version Date: 3/01/2017

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## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective August 1, 2021

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

### **Collection of Browsing Information**

FNF automatically collects 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 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.

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.

Effective August 1, 2021

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**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 714-2710 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](mailto:BCPINFO@ag.state.nv.us).

Effective August 1, 2021

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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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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