

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Fidelity National Title Insurance Company*

**SCHEDULE A**

**Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.**

**This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.**

**No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.**

1. Commitment Date: **June 7, 2019, 7:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **Johnny Mitchum or his assigns**

Proposed Policy Amount: **\$683,290.00**

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

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

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **13000 Cantrell Road, LLC**

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

**Lot 2B, G.C.C. Addition to the City of Little Rock, Pulaski County, Arkansas.**

*Countersigned by:* American Abstract & Title Company 12824 Cantrell Road, Suite 100 Little Rock, AR 72223

Arkansas Title Agency License No. 100103940

By: Tamera P. Housdan Title Agent License No.: 9895386

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.*

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Fidelity National Title Insurance Company*

### **SCHEDULE B Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Duly authorized Warranty Deed from 13000 Cantrell Road, LLC vesting fee simple title in Johnny Mitchum or his assigns.
7. Furnish a copy of the Articles of Organization and Operating Agreement, including any and all amendments thereto, of 13000 Cantrell Road, LLC. All necessary instruments must be executed in conformity with said Operating Agreement. Unless the necessary instruments are executed by all members, we must be furnished with evidence satisfactory to American Abstract & Title Company that all necessary consents, authorizations, resolutions, notices and actions relating to the subject transaction have been provided and/or taken.
8. Furnish a current membership roster of 13000 Cantrell Road, LLC.
9. Furnish a Certificate of Good Standing for 13000 Cantrell Road, LLC from the Arkansas Secretary of State.

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10. Satisfaction and Release of Mortgage dated march 2, 2018 made and executed between 13000 Cantrell Road, LLC and Iberiabank, recorded March 2, 2018 as Instrument Number 2018013037 and Assignment of Rents, recorded March 2, 2018 as Instrument Number 2018013038, records of Pulaski County, Arkansas, as to subject property. \*\*\*Because this Mortgage (deed of trust) secures a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Settlement/Escrow Agent must send written authorization on behalf of the Mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.
11. Payment of the General Taxes for the year 2018.
12. Submit the name(s) of the purchaser(s) of the subject property, prior to closing, so that a judgment check may be performed as to each. American Abstract & Title Company reserves the right to add requirements and/or exceptions upon the completion of said judgment check(s).
13. Furnish executed Owner's Disclosure & Agreement.

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**SCHEDULE B, PART II**  
**Exceptions**

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
  - (d) 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.
3. Taxes and assessments for the year(s) 2019 and thereafter, which are not yet due and payable, plus any penalties and interest which may accrue.
4. Future assessments of the Little Rock Sanitary Sewer System.
5. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Bill of Assurance by Grace Community Church dated July 28, 1993, recorded July 30, 1993 as Instrument Number 93 51338 and Bill of Assurance by JGS IV, Inc., an Alabama corporation dated February 2, 2009, recorded February 26, 2009 as Instrument Number 2009012561, records of Pulaski County, Arkansas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against

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handicapped persons.

6. Building setback lines and easements as shown on plat of record in Plat Book D, page 762 and as Instrument Number 2009012561, records of Pulaski County, Arkansas.
7. Notice of connection fees and any lien which may result therefrom in favor of Little Rock Municipal Water Works, recorded April 28, 1998 as Instrument Number 98 39873 and recorded May 28, 1998 as Instrument Number 98 39929, records of Pulaski County, Arkansas.
8. Rights of tenants in possession.
9. Rights of tenants in possession under unrecorded leases and/or purchase contracts.
10. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.
11. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.

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**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
Fidelity National TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

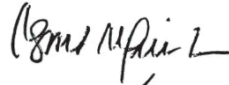
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***Fidelity National Title Insurance Company***

By:



ATTEST

President



Secretary

*Transaction Identification Data for reference only:*

Issuing Agent:  
Issuing Office:  
ALTA® Universal ID:  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number:  
Property Address:



# Fidelity National Title Insurance Company

Revision Number: \_\_\_\_\_

**Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.**

**This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.**

**No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.**

## SCHEDULE A

Commitment Date: \_\_\_\_\_

Policy to be issued:

2006 ALTA® Owner's Policy 2006 ALTA® Loan Policy \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy

Proposed Insured: \_\_\_\_\_

Proposed Policy Amount: \$ \_\_\_\_\_

(b) 2006 ALTA® Owner's Policy 2006 ALTA® Loan Policy \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy

Proposed Insured: \_\_\_\_\_

Proposed Policy Amount: \$ \_\_\_\_\_

(c) 2006 ALTA® Owner's Policy 2006 ALTA® Loan Policy \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy

Proposed Insured: \_\_\_\_\_

Proposed Policy Amount: \$ \_\_\_\_\_

The estate or interest in the Land described or referred to in this Commitment is \_\_\_\_\_

Title to the \_\_\_\_\_ estate or interest in the Land is at the Commitment Date vested in:

The Land is described as follows:

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Authorized Signatory

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27C165B04

ALTA Commitment for Title Insurance 8-1-16 w- AR Mod

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# Fidelity National Title Insurance Company

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

*(Additional Requirements may be listed here by number)*

## SCHEDULE B, PART II Exceptions

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

*(Additional Exceptions may be listed here by number)*

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**27C165B04**

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## **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.
- (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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### **4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.
- (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 and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT 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.

Arkansas Insurance Department  
Contact Information:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904

(800) 852-5494  
(501) 371-2640

# FACTS

## WHAT DOES American Abstract & Title Company DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and credit history
- transaction history and mortgage rates and payments
- purchase history and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Abstract & Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Abstract & Title Company share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For nonaffiliates to market to you</b>	No	No

### Questions?

Call 501-225-3519 or go to [www.lenderstitlegroup.com](http://www.lenderstitlegroup.com)

## Who we are

Who is providing this notice?

American Abstract & Title Company

## What we do

How does American Abstract & Title Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does American Abstract & Title Company collect my personal information?

We collect your personal information, for example, when you

- provide account information or give us your contact information
- pay us by check or make a wire transfer
- show us your government-issued ID

We also collect personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *We do not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonfinancial financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.*

## Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.