Parkway Law Group, LLC
A Georgia Limited Liability Company

Best Practices Manual

www.parkwaylawgroup.com

ALTA Best Practices Framework:

Title Insurance and Settlement Company Best Practices

Version 2.0
Published July 19, 2013

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For more information about the ALTA Best Practices Framework, visit www.alta.org/bestpractices

ALTA Best Practices Framework

The ALTA Best Practices Framework has been developed to assist lenders in satisfying their responsibility to manage third party vendors. The ALTA Best Practices Framework is comprised of the following documentation needed by a company electing to implement such a program.

- ALTA Best Practices Framework: Title Insurance and Settlement Company Best Practices
- ALTA Best Practices Framework: Assessment Procedures
- ALTA Best Practices Framework: Certification Package (Package includes 3 Parts)

Version History and Notes

Date	Version	Notes
1/2/2013	None	Publication of the ALTA Title Insurance and Settlement Company Best Practices, approved by the ALTA Board of Governors on December 20, 2012.
7/19/2013	2.0	Publication of the revised ALTA Title Insurance and Settlement Company Best Practices, along with other documents in the ALTA Best Practices Framework, approved by the ALTA Board of Governors on July 19, 2013.

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Title Insurance and Settlement Company Best Practices

Mission Statement

- ALTA seeks to guide its membership on best practices to protect consumers, promote quality service, provide for ongoing employee training, and meet legal and market requirements. These practices are voluntary and designed to help members illustrate to consumers and clients the industry's professionalism and best practices to help ensure a positive and compliant real estate settlement experience. These best practices are not intended to encompass all aspects of title or settlement company activity.

- ALTA is publishing these best practices for the mortgage lending and real estate settlement industry. ALTA accepts comments from stakeholders as the Association seeks to continually improve these best practices. A formal committee of ALTA members regularly reviews and makes improvements to these best practices, seeking comment on each revision.

Definitions

Background Check: A background check is the process of compiling and reviewing both confidential and public employment, address, and criminal records of an individual or an organization. Background checks may be limited in geographic scope. This provision and use of these reports are subject to the limitations of federal and state law.

Company: The entity implementing these best practices.

Escrow: A transaction in which an impartial third party acts in a fiduciary capacity for the seller, buyer, borrower, or lender in performing the closing for a real estate transaction according to local practice and custom. The escrow holders have fiduciary responsibility for prudent processing, safeguarding and accounting for funds and documents entrusted to them.

Escrow Trust Account: An account to hold funds in trust for third parties, including parties to a real estate transaction. These funds are held subject to a fiduciary capacity as established by written instructions.

Federally Insured Financial Institutions: A financial institution that has its deposits insured by an instrumentality of the federal government, including the Federal Deposit Insurance Corporation (FDIC) and National Credit Union Administration (NCUA).

Licenses: Title Agent or Producer License or registration, or any other business licensing requirement as required by state law, or a license to practice law, where applicable.

Non-public Personal Information: Personally identifiable data such as information provided by a customer on a form or application, information about a customer's transactions, or any other information about a customer which is otherwise unavailable to the general public. NPI includes first name or first initial and last name coupled with any of the following: Social Security Number, driver's license number, state-issued ID number, credit card number, debit card number, or other financial account numbers**.**

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Positive Pay or Reverse Positive Pay: Any system by which the authenticity of a check is determined before payment is made by the financial institution against which the check is written.

Settlement: In some areas called a "closing." The process of completing a real estate transaction in accordance with written instructions during which deeds, mortgages, leases and other required instruments are executed and/or delivered, an accounting between the parties is made, the funds are disbursed and the appropriate documents are recorded.

Trial Balance: A list of all open individual escrow ledger record balances at the end of the reconciliation period.

Three-Way Reconciliation: A three-way reconciliation is a method for discovering shortages (intentional or otherwise), charges that must be reimbursed or any type of errors or omissions that must be corrected in relation to an Escrow Trust Account. This requires the escrow trial balance, the book balance and the reconciled bank balance to be compared. If all three parts do not agree, the difference shall be investigated and corrected.

Best Practices

1. **Best Practice: Establish and maintain current License(s) as required to conduct the business of title insurance and settlement services.**

Purpose: Maintaining state mandated insurance licenses and corporate registrations (as applicable) helps ensure the Company remains in good standing with the state.

Procedures to meet this best practice:

- Establish and maintain applicable business License(s).
- Establish and maintain compliance with Licensing, registration, or similar requirements with the applicable state regulatory department or agency.
- Establish and maintain appropriate compliance with ALTA's Policy Forms Licensing requirement.

2. **Best Practice**: **Adopt and maintain appropriate written procedures and controls for Escrow Trust Accounts allowing for electronic verification of reconciliation.**

Purpose: Appropriate and effective escrow controls and staff training help title and settlement companies meet client and legal requirements for the safeguarding of client funds. These procedures help ensure accuracy and minimize the exposure to loss of client funds. Settlement companies may engage outside contractors to conduct segregation of trust accounting duties.

Procedures to meet this best practice:

- Escrow funds and operating accounts are separately maintained.
  - Escrow funds or other funds the Company maintains under a fiduciary duty to another are not commingled with the Company's operating account or an employee or manager's personal account.
- Escrow Trust Accounts are prepared with Trial Balances.

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    - On at least a monthly basis, Escrow Trust Accounts are prepared with Trial Balances ("Three-Way Reconciliation"), listing all open escrow balances.
- Escrow Trust Accounts are reconciled.
    - On at least a daily basis, reconciliation of the receipts and disbursements of the Escrow Trust Account is performed
    - On at least a monthly basis, a Three-Way Reconciliation is performed reconciling the bank statement, check book and Trial Balances.
    - Segregation of duties is in place to help ensure the reliability of the reconciliation and reconciliations are conducted by someone other than those with signing authority.
    - Results of the reconciliation are reviewed by management and are accessible electronically by the Company's contracted underwriter(s).
- Escrow Trust Accounts are properly identified.
    - Accounts are identified as "escrow" or "trust" accounts. Appropriate identification appears on all account-related documentation including bank statements, bank agreements, disbursement checks and deposit tickets.
- Outstanding file balances are documented.
- Transactions are conducted by authorized employees only.
    - Only those employees whose authority has been defined to authorize bank transactions may do so. Appropriate authorization levels are set by the Company and reviewed for updates annually. Former employees are immediately deleted as listed signatories on all bank accounts.
- Unless directed by the beneficial owner, Escrow Trust Accounts are maintained in Federally Insured Financial Institutions.
- Utilize Positive Pay or Reverse Positive Pay, Automated Clearing House blocks and international wire blocks, if available.
    - Background Checks are completed in the hiring process. At least every three years, obtain Background Checks going back five years for all employees who have access to customer funds.
- Ongoing training is conducted for employees in management of escrow funds and escrow accounting.

3. Best Practice: Adopt and maintain a written privacy and information security program to protect Non-public Personal Information as required by local, state and federal law.

Purpose: Federal and state laws (including the Gramm-Leach-Bliley Act) require title companies to develop a written information security program that describes the procedures they employ to protect Non-public Personal Information. The program must be appropriate to the Company's size and complexity, the nature and scope of the Company's activities, and the sensitivity of the customer information the Company handles. A Company evaluates and adjusts its program in light of relevant circumstances, including changes in the Company's business or operations, or the results of security testing and monitoring.

Procedures to meet this best practice:

- Physical security of Non-public Personal Information.

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- Restrict access to Non-public Personal Information to authorized employees who have undergone Background Checks at hiring.
    - Prohibit or control the use of removable media.
    - Use only secure delivery methods when transmitting Non-public Personal Information.
- Network security of Non-public Personal Information.
    - Maintain and secure access to Company information technology
    - Develop guidelines for the appropriate use of Company information technology.
    - Ensure secure collection and transmission of Non-public Personal Information.
- Disposal of Non-public Personal Information.
    - Federal law requires companies that possess Non-public Personal Information for a business purpose to dispose of such information properly in a manner that protects against unauthorized access to or use of the information.
- Establish a disaster management plan.
- Appropriate management and training of employees to help ensure compliance with Company's information security program.
- Oversight of service providers to help ensure compliance with a Company's information security program.
    - Companies should take reasonable steps to select and retain service providers that are capable of appropriately safeguarding Non-public Personal Information.
- Audit and oversight procedures to help ensure compliance with Company's information security program.
    - Companies should review their privacy and information security procedures to detect the potential for improper disclosure of confidential information.
- Notification of security breaches to customers and law enforcement.
    - Companies should post the privacy and information security program on their websites or provide program information directly to customers in another useable form. When a breach is detected, the Company should have a program to inform customers and law enforcement as required by law.

4. Best Practice: Adopt standard real estate settlement procedures and policies that help ensure compliance with Federal and State Consumer Financial Laws as applicable to the Settlement process.

Purpose: Adopting appropriate policies and conducting ongoing employee training helps ensure the Company can meet state, federal, and contractual obligations governing the Settlement.

Procedures to meet this best practice:

- Recording procedures.
    - Review legal and contractual requirements to determine Company obligations to record documents and incorporate such requirements in its written procedures.
        - Submit or ship documents for recording to the county recorder (or equivalent) or the person or entity responsible for recording within two (2) business days of the later of (i) the date of Settlement, or (ii) receipt by the Company if the Settlement is not performed by the Company.

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        - Track shipments of documents for recording.
        - Ensure timely responses to recording rejections.
        - Addressing rejected recordings to prevent unnecessary delay.
        - Verify that recordation actually occurred and maintain a record of the recording information for the document(s).
- Pricing procedures.
    - Maintain written procedures to help ensure that customers are charged the correct title insurance premium and other rates for services provided by the Company. These premiums and rates are determined by a mix of legal and contractual obligations.
        - Utilize rate manuals and online calculators, as appropriate, to help ensure correct fees are being charged for title insurance policy premiums, state-specific fees and endorsements.
        - Ensure discounted rates are calculated and charged when appropriate, including refinance or reissue rates.
        - Quality check files after Settlement to help ensure consumers were charged the company's established rates.
        - Provide timely refunds to consumers when an overpayment is detected.

5. Best Practice: Adopt and maintain written procedures related to title policy production, delivery, reporting and premium remittance.

Purpose: Adopting appropriate procedures for the production, delivery, and remittance of title insurance policies helps ensure title companies can meet their legal and contractual obligations.

Procedures to meet this best practice:

- Title policy production and delivery.
    - Title insurance policies are issued and delivered to customers in a timely manner to meet statutory, regulatory or contractual obligations.
        - Issue and deliver policies within thirty days of the later of (i) the date of Settlement, or (ii) the date that the terms and conditions of title insurance commitment are satisfied.
- Premium reporting and remittance.
    - Title insurance policies are reported and premiums are remitted to the underwriter in a timely manner to meet statutory, regulatory or contractual obligations.
        - Report policies (including a copy of the policy) to underwriter by the last day of the month following the month in which the insured transaction was settled.
        - Remit premiums to underwriter by the last day of the month following the month in which the insured transaction was settled.

6. Best Practice: Maintain appropriate professional liability insurance and fidelity coverage.

Purpose: Appropriate levels of professional liability insurance or errors and omissions insurance help ensure title agencies and settlement companies maintain the financial capacity to stand behind their

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professional services. In addition, state law and title insurance underwriting agreements may require a company to maintain professional liability insurance or errors and omissions insurance, fidelity coverage or surety bonds.

Procedures to meet this best practice:

- The Company maintains professional liability insurance or errors and omissions insurance.
- The Company complies with requirements for professional liability insurance, errors and omissions insurance, fidelity coverage or surety bonds, as provided by state law or title insurance underwriting agreements.

7. Best Practice: Adopt and maintain written procedures for resolving consumer complaints.

Purpose: A process for receiving and addressing consumer complaints helps ensure reported instances of poor service or non-compliance do not go undiscovered.

Procedures to meet this best practice:

- Consumer complaint intake, documentation and tracking.
    - Standard procedures for logging and resolving consumer complaints helps ensure consumers provide the company with sufficient information to understand the nature and scope of the complaint.
        - Develop a standard consumer complaint form that identifies information that connects the complaint to a specific transaction.
        - Set a single point of contact for consumer complaints.
        - Establish procedures for forwarding complaints to appropriate personnel.
        - Maintain a log of consumer complaints that includes whether and how the complaint was resolved.

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Parkway Law

Policies and Procedures
Licensing

Purpose	To document mandated law licenses, corporate registrations and municipal business licenses (as applicable) to show that Parkway Law Group, LLC ("PLG") is a law firm in good standing with the state bar of Georgia, the Georgia Secretary of State and the cities/counties where it has employees.
Scope	These policies and procedures are for all of PLG's locations, including all satellite offices. These procedures are to be followed by all attorneys, employees and independent contractors where applicable.
Procedures	Licensing PLG maintains active agency (business entity) licenses as well as agent (employee, owner, producer, and notary) licenses. PLG maintains the following licenses: <u>Secretary of State Annual Registration</u>: This registration is filed on line annually prior to April 1 each year. At present, the annual registration fee is $50.00 per year, which is paid by credit card. The current status of the filing is shown on the Georgia Secretary of State Web Site and also a copy is maintained on Drive M: (Management) in the Corporate folder. <u>Occupational Tax Certificates (Business Licenses)</u>: Georgia Law permits municipalities or counties ("jurisdictions") to charge annual business license fees to professionals, including attorneys, in the amount of $400.00. The jurisdictions wherein the professional maintains an office may charge a fee for the business license. Copies of the required business licenses maintained by the firm's Office Manager in Drive M: (Management) in the "Business licenses" Subdirectory on the server. <u>ALTA Copyright License</u>: PLG issues title insurance policies using the copyrighted forms provided by the American Land Title Association

	("ALTA"). ALTA charges a yearly copyright license fee of $195. This fee is paid to ALTA together with a copyright license request form in January of each year. A copy of the copyright license for each year is maintained by Office Manager in the M: (Management) disk drive in the "ALTA Copyright License" subdirectory. Attorney Bar Licenses and Dues: Each attorney in the firm is required to be a licensed member of the Georgia State Bar and to pay the annual license fee. The fee varies for each attorney for depending upon the sections that the attorney collects to be a member of such as the Real Property Section, and certain voluntary contributions that an attorney may or may not elect to participate. The annual license fee for attorneys must be paid by August 1 of each year. A copy of the license form and payment submitted for each attorney is maintained in Drive M: (Management) in the "Attorney Bar Dues" subdirectory. The following people are licensed in accordance with the applicable statute(s): • Christopher B. Little, Managing Partner • Thomas D. Perrie, Managing Partner • Barry E. Edwards II, Associate Attorney • Alexia Niketas, Associate Attorney Continuing Legal Education ("CLE"): All attorneys are required to maintain CLE hours each year consisting of 12 hours which must include ethics and professionalism hours and must also include three litigation hours for those attorneys who desire to appear in certain courts. There is an exemption from the CLE requirement for any attorney who is 70 years old or more. Therefore, Thomas D. Perrie is exempt from CLE requirements. Nevertheless, Thomas D. Perrie has elected to "audit" the required number of hours by attending CLE classes. A tracking report (attached) is maintained by the Office Manager as a monitoring control and periodically reviewed by the Managing Partner to help ensure the appropriate business professionals are licensed and renewed when necessary. Licensed individuals, along with their active licenses, have been communicated to each underwriter. The underwriter is notified when a license becomes inactive. Licensed individuals maintain the necessary continuing education requirements including any necessary ethics requirements. Documentation is maintained to evidence such requirements have been met.

Contact Officer	*Nancy Bradshaw, Office Manager*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*

Amendment Dates	*N/A*
Date for Next Review	*December, 2015*
Related References and Links	• *The 'License Monitoring Tracking Report' is on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 1 (Licensing)' sub-folder.* • *Completed continuing education materials for each licensee are kept on the Parkway Law Group network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 1 (Licensing)' sub-folder.* • *Active licenses are kept in electronic copy on the Parkway Law Group network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Licenses' folder of 'Best Practices No. 1 (Licensing)' sub-folder.*

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**PARKWAY LAW GROUP LLC**	Control Number:	**09016294**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:			
Principal Office Address:	**1325 Satellite Blvd, Ste 1605, Suwanee, GA, 30024**	Date of Formation / Registration Date:	**1/26/2009**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2015**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Christopher B. Little**
Physical Address:	**2225 Turtle Creek Way, Gwinnett, Lawrenceville , GA, 30043, USA**

Back

Filing History Name History

Return to Business Search

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower
Atlanta, GA 30334-1530, Phone:(404) 656-2817 WEBSITE: http://www.sos.ga.gov/
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CITY OF ALPHARETTA, GEORGIA

2 SOUTH MAIN STREET
678-297-6086

License Number 5648

Occupational Tax Certificate Business Registration

THIS LICENSE EXPIRES 12/31/2015

ID: 14324

Business Owner: PARKWAY LAW GROUP LLC
DBA: PARKWAY LAW GROUP LLC
Address: 3655 NORTH POINT PARKWAY
City, State Zip: ALPHARETTA GA 30005

Phone Number: 404-719-5155

Comments: LAW FIRM

Classification: EMPLOYEE BASED

Date Issued: 12/12/2014

PARKWAY LAW GROUP LLC
3655 NORTH POINT PARKWAY
SUITE 110
ALPHARETTA, GA 30005

This License is NOT Transferable and subject to be REVOKED if abused.

FORM LLICV tylerbusinessforms.com 877.749.2090

License Copy

KEEP THIS COPY FOR YOUR RECORDS	City of Alpharetta, Georgia BUSINESS/OCCUPATIONAL LICENSE THIS LICENSE EXPIRES 12/31/2015	License Number 5648

Business Owner: PARKWAY LAW GROUP LLC
DBA: PARKWAY LAW GROUP LLC
Address: 3655 NORTH POINT PARKWAY
City, State Zip: ALPHARETTA GA 30005

ID: 14324

Phone Number: 404-719-5155

Classification: EMPLOYEE BASED

Date Issued: 05/21/2014

ADMINISTRATION FEE	50.00
EMPLOYEE BASED	100.00
Total Received	150.00

Gwinnett County Licensing and Revenue **2015**

446 W. Crogan Street - Suite 125
Lawrenceville, GA 30046

Not Transferable

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	**March 19, 2015**	Certificate Number:	**2015008040**
Expires:	**March 31, 2016**	Fee Paid:	**$ 400.00**

Business Name: **PARKWAY LAW GROUP LLC**
Description: **Offices of Lawyers**

MAIL TO:
PARKWAY LAW GROUP LLC
1325 SATELLITE BLVD NW
SUITE 1605
SUWANEE, GA 30024-4651

Business Location
1325 SATELLITE BLVD NW
SUITE 1605
SUWANEE, GA 30024-4651

Only valid at this location and when location conforms to Gwinnett County Ordinance

New Search

Mr. Christopher B. Little

Company:	Parkway Law Group LLC
Address:	1735 North Brown Rd.
	Suite 180
	Lawrenceville, GA 30043
Phone:	(678) 436-5536
Fax:	(404) 601-5847
Email:	chris@parkwaytitle.com
Admit Date:	11/21/2000
Law School	University of South Carolina
Status:	Active Member in Good Standing
Public Disciplinary History:	None on Record

Member of the following sections:

- Real Property Law

Click here for a list of status descriptions.

This site only includes information about an attorney's public disciplinary history from January 1993 through August 2015, with one exception - this site does show whether an attorney was disbarred at any time prior to August 2015. If an attorney has been suspended or disbarred and subsequently reinstated or readmitted, this site could show the membership status of the attorney as "in Good Standing." If you have any questions or would like information about an attorney's public disciplinary history, please contact the Office of the General Counsel at 404-527-8720.

Please check carefully to be sure that you have selected the correct attorney. Attorneys may have similar names.

All grievances, investigations of grievances and private discipline are confidential. As such, the State Bar of Georgia is not able to confirm or deny that a grievance has been filed against an attorney, that an attorney is being investigated for an alleged violation of the Georgia Rules of Professional Conduct, or that an attorney has received private discipline.

Every effort has been made to keep the information contained on this website accurate and current, but it is provided with no warranty of any kind. Neither the State Bar of Georgia, nor its Officers, Executive Committee or Board of Governors, nor any employee thereof may be held responsible for the accuracy of the data.

If you have any questions about the attorney's membership status, please contact the Membership Department at 404-527-8777.

New Search

Mr. Thomas D. Perrie

Company:	Parkway Law Group LLC
Address:	3655 North Point Parkway, Suite 110
	Alpharetta, GA 30005
Phone:	(404) 214-6502
Fax:	(678) 616-0767
Email:	tom@parkwaytitle.com
Admit Date:	11/10/1972
Law School	University of Virginia
Status:	Active Member in Good Standing
Public Disciplinary History:	None on Record

Member of the following sections:

- Business
- Real Property Law

Click here for a list of status descriptions.

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If you have any questions about the attorney's membership status, please contact the Membership Department at 404-527-8777.

New Search

Mr. Barry Errol Edwards II

Address:	Alpharetta , GA
Admit Date:	11/05/2013
Law School	Louisiana State University
Status:	Active Member in Good Standing
Public Disciplinary History:	None on Record

Member of the following sections:

- Real Property Law

Click here for a list of status descriptions.

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If you have any questions about the attorney's membership status, please contact the Membership Department at 404-527-8777.

New Search

Ms. Alexia Kyra Niketas

Company:	Parkway Law Group, LLC
Address:	3655 North Point Parkway Suite 110
	Alpharetta, GA 30005
Phone:	(404) 932-4861
Fax:	(678) 905-9094
Email:	alexia@parkwaytitle.com
Admit Date:	11/15/2002
Law School	University of South Carolina
Status:	Active Member in Good Standing
Public Disciplinary History:	None on Record

Member of the following sections:

- Real Property Law

Click here for a list of status descriptions.

This site only includes information about an attorney's public disciplinary history from January 1993 through August 2015, with one exception - this site does show whether an attorney was disbarred at any time prior to August 2015. If an attorney has been suspended or disbarred and subsequently reinstated or readmitted, this site could show the membership status of the attorney as "in Good Standing." If you have any questions or would like information about an attorney's public disciplinary history, please contact the Office of the General Counsel at 404-527-8720.

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State Bar of Georgia

104 Marietta St., Ste. 100
Atlanta, GA 30303
(404) 527-8700 or (800) 334-6865

Name: **Mr. Christopher B. Little**

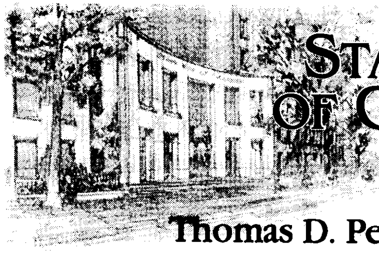
Membership No. **219095**

Year Admitted: **2000**

Authorized by

Cliff Brashier

Cliff Brashier
Executive Director, State Bar of Georgia

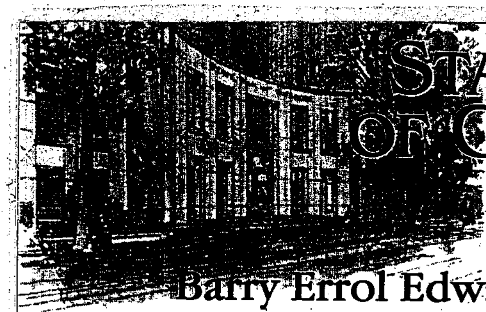


STATE BAR OF GEORGIA

Thomas D. Perrie

Membership Number
572500

Year Admitted
1972



STATE BAR OF GEORGIA

Barry Errol Edwards II

Membership Number
202767

Year Admitted
2013

Attorneys engaged in the practice of law in Georgia must be active members of the State Bar of Georgia.

This card is evidence of membership in the State Bar of Georgia. In the event of disbarment, suspension or the failure to pay annual dues, the member should surrender this card to the undersigned at State Bar Headquarters, Atlanta, GA.

This current standing of a State Bar of Georgia member may be verified by telephone inquiry at (404)527-8700 or (800)334-6865.

Cliff Brashier

Cliff Brashier, Executive Director

AMENDMENT NO. 3 TO AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached to and made a part of the Agency Agreement between Perry Law Group, LLC and Old Republic National Title Insurance Company dated July 25, 2005, as amended.

Paragraph VI. AGENT'S COMMISSIONS AND REPORTING SCHEDULE is hereby amended as follows:

Agent will remit to Insurer 25 percent of the title insurance rates. This will be effective as of July 15, 2011.

Except as amended herein, said Agency Agreement remains in full force and effect.

This 12 day of July, 2011.

PARKWAY LAW GROUP, LLC

By: ______________________
Thomas D. Perrie

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Assistant Secretary

B 10520

AMENDMENT NO. _2_ TO AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached to and made a part of the Agency Agreement between Parkway Title & Closing, LLC and Old Republic National Title Insurance Company dated July 25, 2005, as amended.

The name of Agency is hereby changed to:

PARKWAY LAW GROUP LLC

Except as amended herein said Agency Agreement remains in full force and effect.

Dated this 5TH day of August, 2010.

PARKWAY LAW GROUP LLC

By: See Attached
Thomas D. Perrie

OLD REPUBLIIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Its: Asst. Secretary

B 10520

Control No. **09016294**

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

PARKWAY TITLE & CLOSING, LLC
a Domestic Limited Liability Company

has filed articles/certificate of amendment in the Office of the Secretary of State on **07/27/2010** changing its name to

PARKWAY LAW GROUP LLC

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on July 27, 2010

Brian P. Kemp
Secretary of State

AMENDMENT NO. _1_ TO AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached to and made a part of the Agency Agreement between The Perrie Law Group, LLC and Old Republic National Title Insurance Company dated March 7, 2008, as amended.

The name of Agency is hereby changed to:

Parkway Title & Closing, LLC

Except as amended herein said Agency Agreement remains in full force and effect.

Dated this 10th day of March, 2009.

PARKWAY TITLE & CLOSING, LLC

By: See Attached
Thomas D. Perrie

OLD REPUBLIIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Its: Asst. Secretary

B 10520

PARKWAY TITLE & CLOSING, LLC
Attorneys at Law
410 PEACHTREE PARKWAY
BUILDING 400 SUITE 4226
CUMMING, GEORGIA 30041
TELEPHONE 404-214-6502
FACSIMILE 404-601-5844

Thomas D. Perrie
tom@perrielittle.com

March 5, 2009

Eric Evans
Old Republic National Title Insurance Company
1105 Lakewood Pkwy
Alpharetta GA 30009

via email to eevans@oldrepublictitle.com

Re: Parkway Title & Closing, LLC

Dear Eric:

This will confirm our conversation as follows:

Chris Little and I have formed a new company called Parkway Title & Closing, LLC. It has the identical personnel, software, etc as The Perrie Law Group, LLC. The only difference is that the ownership relationships have changed between me and Chris.

Our E & O carrier has elected to treat it as a name change with The Perrie Law Group as the predecessor company. I understand that Old Republic will do the same. I have attached the endorsement from our E & O carrier showing their action.

Sincerely,
Parkway Title & Closing, LLC

Thomas D. Perrie
Cc: Christopher B. Little

OLD REPUBLIC
National Title Insurance Company

AGREEMENT FOR APPOINTMENT OF POLICY ISSUING AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS AGREEMENT, made and entered into this 7th day of March, 2008, by and between Old Republic National Title Insurance Company, a Minnesota corporation (hereinafter referred to as "Insurer") and The Perrie Law Group, LLC, a limited liability company organized under the laws of the state of Georgia (hereinafter referred to as "Agent" (referred to herein as "this Agreement".)

IN CONSIDERATION of the mutual benefits accruing, and subject to the terms and conditions hereof, the parties agree as follows:

1. APPOINTMENT OF AGENT

Insurer appoints Agent a policy issuing agent for Insurer for the purpose of signing, countersigning and issuing commitments, binders, title reports, certificates, guarantees, title insurance policies, endorsements and other agreements under which Insurer assumes liability for the condition of title (hereinafter referred to individually as a "Title Insurance Form," or collectively as "Title Insurance Forms"), covering real estate located in the following States and counties:

2. AGENT'S DUTIES

Agent shall:

A. Receive and process applications for title insurance and issue Title Insurance Forms in a timely, prudent and ethical manner with due regard to recognized title insurance underwriting practices and in accordance with the rules and instructions of Insurer, as well as in conformity with federal, state and local laws, rules, regulations and practice;

B. Maintain and preserve, in a separate file on each order for title insurance placed with Agent, a copy of the Title Insurance Forms issued in that transaction, and all supporting documents on which the determination of insurability is made, including, but not limited to, affidavits, lien waivers, survey plats, searches, examinations and work sheets;

C. Timely transmit to the appropriate public office and cause the recording of all documents necessary to insure the interest, estate or title described in the policy, and to timely issue appropriate Title Insurance Forms.

D. Keep safely and assume full responsibility for all Title Insurance Forms entrusted to Agent by Insurer, and maintain an accurate, updated register thereof.;

E. Assume full responsibility for the collection of all premiums, fees and charges attributable to the issuance of Title Insurance Forms hereunder;

F. Keep safely in a federally insured trust account separate from Agent's operating accounts all funds received by Agent in connection with transactions where Insurer's Title Insurance Forms are issued, and disburse said funds only for the purposes for which the same were entrusted, and reconcile all such accounts not less frequently than monthly;

G. Comply with all statutes and rules and regulations relating to the licensing and operation of Agent's business;

H. Immediately notify Insurer in writing if Agent, for any reason, is unable to carry on the business of issuing Insurer's Title Insurance Forms;

I. Immediately notify Insurer in writing if there is a change in any principal or ownership of Agent, including without limitation, any change in officers, directors, shareholders, partners, managers, associates, members or any key employees of Agent;

J. In the event that such a change as identified in subsection I above occurs Agent shall, if requested by Insurer, promptly obtain and provide to Insurer a fully executed "Disclosure & Release of Information Authorization" by any such new principal or owner, using the form attached hereto as Exhibit B, which Exhibit is incorporated herein specifically by this reference; and

K. Comply with all of the terms and conditions of this Agreement and all other terms and conditions of all other agreements between Agent and Insurer or between Agent and Insurer's affiliates.

L. Comply with and follow all Bulletins, Alerts, Directives, Policies and Procedures issued by Insurer.

3. INSURER'S DUTIES

Insurer shall:

A. Furnish Agent with Title Insurance Forms and forms for the accounting of same;

B. Furnish Agent with rules and instructions for issuing Title Insurance Forms;

C. Determine all risk assumption questions submitted by Agent; and

D. Comply with all statutes, rules and regulations relating to the licensing, taxation and the operation of Insurer's business.

4. LIMITATIONS ON AGENT'S APPOINTMENT AND AUTHORITY

Agent shall not, without written approval from Insurer:

A. Commit Insurer to a risk in excess of One Million dollars ($ 1,000,000.00);

B. Commit Insurer to a risk which it has, by its rules, determined to be an extraordinary or unusual risk, or which Agent knows to be based upon a disputed title;

C. Commit Insurer to a risk which, by its rules, instructions or manuals, requires prior approval by Insurer;

D. Use Title Insurance Forms other than those supplied or approved by Insurer or alter any Title Insurance Forms supplied or approved by Insurer;

E. Administer or adjust any claim of loss for which Insurer may become liable;

F. Accept service of legal process on behalf of Insurer, unless required by state law, in which event Agent shall immediately forward to Insurer all documents served;

G. Incur bills or debts chargeable to Insurer;

H. Use, in any of Agent's advertising or as a part of Agent's name, the following: (1) the names or corporate seal for "Old Republic National Title Insurance Company", "Old Republic Title" or any derivative thereof; (2) the signatures of any officers of the Insurer; (3) the service mark "OR" encircled by 13 stars or any derivation thereof. In the event such written approval is obtained, Agent shall cease any and all such use immediately upon termination of this Agreement.

I. Issue Title Insurance Forms covering any title in which Agent, its officers, directors, employees, partner or the attorney furnishing an opinion of title, have any interest, direct or indirect.

5. TITLE INSURANCE RATES

A. Insurer shall supply Agent with its title insurance rate manual or schedule for each state in which Agent is authorized to do business under this Agreement. Insurer reserves the exclusive right to change its rates from time to time, in whole or in part, and shall notify Agent of such changes. Except as allowed under subparagraph (B), Agent shall charge and collect premium according to Insurer's rate manual or schedule.

B. In states where Insurer's rates are not filed or otherwise regulated, Agent may charge and collect premium that is not calculated according to Insurer's rate manual or schedule.

6. DIVISION OF PREMIUM AND REPORTING SCHEDULE

A. Agent shall remit to Insurer 30 percent of the title insurance premium specified in Insurer's rate manual or schedule or otherwise as permitted in Section 5(B) as Insurer's underwriting fee for its assumption of risk. If Agent issues policies in states in which rates are not promulgated or regulated, and if Agent charges and collects an amount of premium that is higher than the amount calculated according to Insurer's rate manual or schedule, the percentage amount remitted to Insurer shall be calculated on such higher amount collected; however, in no event shall the amount remitted to Insurer be less than the percentage of the premium amount calculated according to Insurer's rate manual or schedule.

B. Insurer may require that a greater percentage of premium be remitted by Agent on certain real estate transactions, under circumstances where the Insurer is performing additional services which are commensurate to the increased percentage of premium. Under circumstances where Insurer may charge additional premium for extraordinary or unusual risks, as defined by Insurer, Agent shall not be entitled to retain any portion of any such additional premium. For purposes of calculating Agent's retention in cases where, for any reason, reinsurance is purchased by Insurer, the cost of such reinsurance shall first be deducted from the title insurance premium collected prior to the division of premium calculated according to this Section, and the amount deducted for reinsurance shall be remitted to Insurer according to subparagraph (C) of this Section.

C. Agent shall report to Insurer, on a monthly basis, in a form approved by Insurer, all title insurance policies, endorsements and any other Title Insurance Forms that Insurer may require to be reported, which have been issued since the previous report, and attach to the report a copy of each Title Insurance Form covered by the report. Agent shall also remit to Insurer, with the above report, all amounts due Insurer under this Agreement. The report and remittance shall be due on or before the 10th day of the second month following the closing date on which Insurer's title insurance liability attached. All Title Insurance Forms submitted to Insurer as required under this Section shall become the property of Insurer.

D. All amounts due Insurer pursuant to this Agreement shall, upon receipt by Agent, be considered the property of Insurer and shall be held in trust by Agent for the benefit of Insurer until such time said amounts are paid over to Insurer.

7. RESPONSIBILITY FOR LOSS

As between Insurer and Agent, responsibility for loss (which term includes, by way of illustration and not limitation, payments to insured(s) and third parties, attorney's fees and all other costs incurred in the investigation of claims, negotiation of settlements and litigation and/or other legal proceedings, and any regulatory fines) arising from the title insurance business conducted pursuant to this Agreement, shall be as follows:

A. Agent is responsible for losses caused by or attributed to the following:

1. Defalcation, fraud or dishonesty on the part of Agent ;
2. Intentional or negligent failure of Agent to comply with the terms and requirements of this Agreement or of the rules, regulations or instructions given to Agent by Insurer;
3. Intentional omission from commitments or policies of reference to encumbrances or title defects disclosed by the application, by the Agent's search and examination of title, by an approved examiner's report, or certification of title, or which were otherwise known to the Agent;
4. The improper closing or attempted closing by the Agent, including but not limited to (a) loss or misapplication of customer funds, documents or other things of value received by Agent in a fiduciary capacity or otherwise, resulting in loss to Insurer, (b) failure to disburse properly or close in accordance with escrow or closing instructions, and/or (c) misappropriation of escrow or closing funds by Agent; and
5. Negligent errors or omissions in the search, or examination of title, in the preparation of Title Insurance Forms or in other procedures involved in processing an application for title insurance.

B. Agent's responsibility for loss as set forth in Section 7 (A) shall be construed broadly to include any losses caused by the actions or inactions of: (i) Agent, any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent; and (ii) the agents, sub-agents, vendors, contractors, subcontractors of Agent and/or their respective officers, directors, shareholders, employees, partners, associates and/or members (hereinafter referred to as "Subcontractors").

C. Insurer is responsible for all other losses resulting from claims covered under Insurer's Title Insurance Forms issued by Agent.

D. Insurer shall have the exclusive right to adjust, pay or compromise all claims (including those claims for which Agent is liable) and the sole discretion to commence, defend against or settle legal proceedings in connection therewith. If Insurer incurs expenses or pays a claim of loss for which Agent is responsible, Agent agrees to reimburse Insurer for such amounts on demand. Insurer shall have the right of setoff for such amounts. Agent shall promptly submit a claim to its E&O carrier when directed to do so by Insurer.

8. PREPARATION OF POLICIES AND COMMITMENTS

A. Agent shall show as exceptions to coverage all defects, liens and encumbrances, including but not limited to taxes, restrictions, easements and any other matters which affect the validity and/or marketability, or insurability of the title being insured, of which the Agent has knowledge or notice, including those matters disclosed by a proper search of the records, an opinion of title or an inspection or survey of the insured land.

B. Agent shall specifically identify the Insurer as its underwriter on the commitment at the time it is created or issued.

9. CLAIMS

If a claim is made to Agent under any of Insurer's Title Insurance Forms which Agent has issued or if Agent becomes aware of any circumstances which may give rise to a claim under any such exposure, Agent agrees to immediately notify Insurer at its office at 400 Second Avenue South, Minneapolis, Minnesota, 55401 (Attn: Claims Department). Agent shall provide all reasonable assistance to, and shall cooperate with, Insurer in investigating, adjusting or contesting said claim. Unless expressly authorized by Insurer, Agent shall not administer any claim, nor make any attempt to investigate, accept or deny any claim, or settle or refer the claim to outside counsel. Agent shall make any file documents necessary to administer such claim available to Insurer.

10. INSURANCE

A. Agent shall obtain and keep in full force and effect for so long as Agent has liability to Insurer under the terms of this Agreement, the following :

1. A comprehensive liability insurance policy for errors and omissions (hereafter referred to "E&O") in an amount of at least One Million dollars ($1,000,000.00) in a form and issued by a company acceptable to Insurer. Agent shall furnish to Insurer a copy of the policy, including all endorsements, and a copy of proof of payment of the current premium. This comprehensive liability policy may have a deductible of no more than Five Thousand dollars ($5,000.00) per loss.

   Although the relationship created by this Agreement does not extend to any escrow, closing or settlement or other services that do not involve Insurer's assumption of liability for the condition of title, the above-described insurance policy shall include coverage for any such escrow and closing services Agent may provide for others.

2. At any time during the term of this Agreement, Insurer shall have the right to require, and Agent shall promptly furnish to Insurer, evidence (satisfactory to Insurer) of compliance with this Section 10, including but not limited to evidence of renewals of all required coverage.

3. If state or other local law requires coverage that is greater than or in addition to the requirements of this section, then such greater or additional coverage shall be obtained by Agent.

B. Agent authorizes Insurer to submit notices of claims to Agent's E&O and bond carriers on Agent's behalf.

C. Agent shall immediately notify Insurer in writing if Agent's insurance coverage is cancelled or if coverage is changed.

11. AUDITS AND CREDIT INVESTIGATIONS

Agent hereby agrees and authorizes Insurer, at Insurer's option:

A. To conduct, or have conducted periodic audits of Agent's policy inventory, title insurance files and any material, files, records or accounts, including financial and business records, relating to the issuance of Title Insurance Forms. In addition, although it is agreed that any escrow or settlement business responsibility is strictly that of Agent, it is recognized that because the Insurer issues closing protection letters which cause Insurer to indemnify third parties against loss resulting from Agent's errors, omissions or misconduct (and for which Agent acknowledges total liability), Agent does hereby grant Insurer the right at any reasonable time or times to audit all financial and business records relating to any escrow closing or settlement functions conducted by Agent;

B. To obtain periodic credit reports and criminal background reports on Agent, as well as investigations relative to the business, professional and personal reputation, character, personal characteristics and mode of living of Agent. These matters may include matters in the nature of an investigative consumer report as defined by the Federal Fair Credit Reporting Act.

12. ESCROWS AND OTHER BUSINESS OF AGENT

A. The relationship created by this Agreement does not extend to (1) any escrow, closing or settlement business (hereinafter referred to as "Escrow Business") conducted by Agent and/or Agent's Principals, employees or Subcontractors; (2) title reports, opinions or certificates issued in the name of Agent or (3) to any other activity of Agent and/or Agent's Principals, employees or Subcontractors that does not involve the Insurer's assumption of liability for the condition of title.

B. Agent agrees not to receive nor receipt for any fund, including escrow funds, in the name of Insurer but, rather, shall receive and receipt for funds, including escrow funds, for its own account. Agent further agrees to maintain adequate records, as may be required by Insurer, as to any escrow and closing funds being handled by Agent in transactions in which Insurer's Title Insurance Forms are issued, and to keep all such funds properly segregated in a trust or escrow account in a federally insured institution, or as otherwise required by state law.

13. CLOSING PROTECTION LETTERS

Insurer may from time to time, as an accommodation to Agent in the promotion of Agent's title insurance agency business, issue a closing protection letter (CPL) to a prospective insured or other party to a real estate transaction being processed by Agent and/or its Subcontractors, the effect of which is to bind Insurer to indemnify the addressee thereof against loss resulting from that Agent's and/or its Subcontractor's errors, omissions or misconduct in acting as the escrow, closing or settlement agent for the parties to the transaction, under the terms and conditions stated in the CPL.

A. Insurer has developed and maintains an automated system to facilitate the uniform use and distribution of approved standard form CPLs. Except as provided in subsection (B) below, Agent agrees that it will use Insurer's automated system to obtain the standard form CPL in all instances where Agent will be issuing a policy of title insurance on behalf of Insurer.

B. The exclusive and uniform use of the automated system to obtain CPLs would not be practical or efficient in states that require issuance of letters on individual transactions and a payment of a fee for each transaction on which a CPL is issued. Currently those states are New Jersey, Pennsylvania, Nebraska and North Carolina. When issuing a CPL in those states (and any other states which may hereafter require CPLs on individual transactions) Agent may duplicate and issue Insurer's promulgated and approved standard form CPLs on Agent's own computer software system; provided that (1) prior to issuing any such CPL, Agent provides to Insurer a copy of the template that Agent will use to produce any CPLs; and (2) Agent submits a detailed report and remits all applicable fees to Insurer each month, listing every CPL issued from Agent's system.

C. In the event Insurer makes payment of a claim arising from matters covered by a CPL, Agent shall promptly, without offset, reimburse Insurer for the full amount of Insurer's loss, as defined herein. Insurer shall have sole and exclusive discretion to compromise and settle any claim asserted against Insurer without prejudice to Insurer's right to full reimbursement, and without release or waiver of Agent's obligations to reimburse Insurer.

D. In the event that Agent violates the provisions set forth herein and/or otherwise improperly issues a CPL, including but not limited to altering the standard form CPL from the automated system or issuing a CPL in a state where Agent is not licensed to conduct business, then Agent shall be responsible for and shall indemnify without offset Insurer for all loss arising from the escrow transaction(s) and any corresponding title insurance business conducted under the auspices of any improperly issued CPL. Further, any such violation may result in the termination of this Agreement.

E. As used herein, the term "loss" shall mean payments to insureds and to third parties and shall include attorneys fees, and amounts expended in payment for the investigation of claims, regulatory fines or penalties, expert witnesses fees, litigation or other legal proceedings costs and settlement negotiation and payments.

F. The term "Agent" under this Section 13 shall be construed to include (i) Agent, any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent; , and (ii) Agent's Subcontractors, and agent's responsibility for loss as set forth in this Section 13 shall be construed broadly to include any losses caused by the actions or inactions of any or all of the aforementioned under (i) and (ii)..

14. TERMINATION OF AGREEMENT

A. Either party hereto may terminate this Agreement by providing the other party thirty (30) days' written notice of termination. Notice shall be given as provided at Section 23 of this Agreement.

B. In the event of a material breach of this Agreement by either party hereto, the other party may terminate this Agreement effective immediately by giving written notice to the party committing such breach.

Material breach on the part of the Agent includes, by way of illustration and not limitation:

1. Agent's material deviation from any term of this Agreement, or any directive promulgated by the Insurer and furnished to Agent;

2. Agent's failure to: (a) promptly pay amounts due Insurer; (b) promptly report when due issued Title Insurance Forms; (c) report a shortage in Agent's accounts of funds entrusted to it by Insurer or others; (d) comply with Section 10 herein; (e) notify Insurer of any changes in Agent, pursuant to Section 2 (I) of this Agreement; (f) comply with Section 13 of this Agreement; or (g) timely record all instruments referred to at Section 2 (C) of this Agreement;

3. Agent, or any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent, is involved in any act of fraud, dishonesty, misconduct or unethical behavior.

4. Agent's assignment of this Agreement without Insurer's consent; or

5. Agent's filing a petition or being adjudged bankrupt or insolvent, under any federal or state bankruptcy or insolvency law.

C. If during the term of this Agreement, because of death or disability, or for any other reason, Agent is unable to carry on the business of issuing Insurer's Title Insurance Forms, Insurer may cancel this Agreement by giving thirty (30) days written notice to Agent.

D. Consequences of Termination

1. Agent to Account. If this Agreement is terminated, Agent shall immediately provide Insurer with a complete written accounting of all remittances due under this Agreement and of all Title Insurance Forms furnished by Insurer to Agent and deliver to Insurer all such forms and all files kept pursuant to Section 2(B) above relating to Insurer's Title Insurance Forms. Insurer shall have the right of immediate, multiple and unrestricted access to all files kept pursuant to Section 2(B), and Insurer's audit rights under this Agreement shall survive such termination. Agent shall promptly return all unused Title Insurance Forms to Insurer.

2. Insurer's Right to Access Agent's Records. In the event of any litigation, or the threat thereof, which does or could result in the assertion of or any actual claim of loss under any provision of this Agreement or under any Title Insurance Form issued hereunder, Insurer shall have the right to make an examination of Agent's pertinent books, records, data, in whatever form ("Records") as Insurer may deem advisable or necessary, while this Agreement is in effect or after this Agreement has been terminated. Agent shall keep all of its Records intact, and Agent, upon the request of Insurer, shall assist Insurer in accessing any and all such Records.

3. Title Insurance Forms. Agent and Insurer recognize and agree that all Title Insurance Forms entrusted to Agent by Insurer are and shall remain the property of Insurer at all times during the term of this Agreement and following its termination.

4. Rights, Duties, Obligations & Remedies. The rights, duties, obligations and remedies of the parties hereto, as set forth in this Agreement, accruing prior to, and/or because of, any such termination shall survive the termination of this Agreement. The parties hereto shall be entitled to seek all remedies, legal and equitable, available under all applicable state or federal law (their respective case law, statutory and regulatory laws of whatever nature) for the enforcement of any or all of said rights, duties and obligations, during the term of this Agreement and/or after its termination.

15. REPRESENTATIONS, WARRANTIES AND VALIDATING OFFICERS

Agent hereby represents and warrants that Agent is duly organized, validly existing and in good standing in accordance with the laws of the state under which it was organized; and the individual(s) executing this Agreement has (have) been properly authorized to do so.

Agent's Validating Officers are listed on attached Exhibit A, which Exhibit is incorporated herein by this reference.

16. WAIVER AND FUTURE COMPLIANCE

A waiver of any provisions of this Agreement by Insurer or Agent shall not be construed to be a waiver of compliance with such provision in the future.

17. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by any such severance.

18. ASSIGNMENT

A. This Agreement is not assignable by Agent, except upon written consent of Insurer. Insurer may assign without the consent of Agent. In case of any assignment, this Agreement shall be binding upon and inures to the benefit of the parties hereto, and any authorized successors and assigns.

B. If, at any time during the term of this Agreement, there shall occur any change in the ownership of Agent, including without limitation, any change in officers, directors, shareholders, partners, managers, associates, members or any key employees of Agent,, such change may be considered, at Insurer's option, as an Assignment under this Section and under Section 14 (B) 4.

19. ATTORNEY'S FEES AND COSTS

In any litigation or other legal proceedings by and between the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court and other costs from the non-prevailing party related to any such litigation or other legal proceedings.

20. CONFIDENTIALITY

The parties agree that neither will, without the prior written consent of the other, use, divulge, disclose or make accessible to any other person, firm, partnership or corporation, any Confidential Information, as hereinafter defined, except when required to do so by law, provided, however, that in the case of any such requirement, such party shall provide written notice to the other at least 10 days prior to producing such Confidential Information. For purposes of this agreement, "Confidential Information" shall mean all non-public information concerning the business of the party which has value to the party and is not generally known to competitors, including, by way of illustration and without limitation, information relating to its financial products, product development, customer lists, business and marketing plans and strategies, and operating policies and manuals, except for items which become publicly available information other than through a breach by either party of its duty hereunder.

21. CONSENT TO JURISDICTION – WAIVER OF JURY TRIAL.

At the option of Insurer, this Agreement may be enforced in any Minnesota state court or federal court sitting in Hennepin County, Minnesota. Agent consents to the jurisdiction and venue of any such court and waives any defense that venue in such forums is not convenient.

Agent and Insurer, by their acceptance of this Agreement, irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

22. GOVERNING LAW

The validity, construction and enforceability of this Agreement shall be governed by the laws of the state of Minnesota; provided, however, that no effect shall be given to Conflicts of Laws principles of the state of Minnesota.

23. NOTICES

Any notice or other communication required or permitted to be given or made by either party to the other under this Agreement, or pursuant to any applicable law, shall be in writing (whether or not so stated elsewhere in this Agreement) and shall be deemed to have been properly given or made, if sent by either registered or certified United States mail, return receipt requested, postage prepaid, or by overnight delivery by any nationally recognized overnight delivery service, as follows:

1. **To Insurer:** **Old Republic National Title Insurance Company**
   Suite 450
   1105 Lakewood Parkway
   Alpharetta, GA 30004

2. **To Agent:** **The Perrie Law Group, LLC**
   Building 100, Suite 19
   10475 Medlock Bridge Road
   Johns Creek, GA 30097

All such notices shall be deemed to have been given or made on the expiration of three (3) business days after U. S. mailing or overnight delivery. Either party may designate a different address for notices, by providing the other party written notice of such change.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year above written.

AGENT: The Perrie Law Group, LLC

By: ______________________ Date: 5/1/08
Thomas D. Perrie

Its: ______________________

By: ______________________ Date: ______________________

Its: ______________________

INSURER: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: ______________________ Date: 5/1/08
Eric Evans

Its: Vice President

EXHIBIT A

Agent's Validating Officers are:

Name:
Thomas D. Perrie

Street Address:
4895 Bellewood Park
Atlanta, GA 30338

E-mail Address:
tom@perriegrp.com

Telephone Numbers:
Business (Land) 404-214-6502

Mobile: 404 797 9764

Other:

Name:
Christopher B. Little

Street Address:
3225 Turtle Creek Way
Lawrenceville GA 30043

E-Mail Address:
chris@perriegrp.com

Telephone Numbers:
Business (Land) 678-476 5536

Mobile: 770-656-9133

Other:

Name:

Street Address:

E-mail Address:

Telephone Numbers:
Business (Land)

Mobile :

Other:

Name:

Street Address:

E-mail Address:

Telephone Numbers:
Business (Land)

Mobile:

Other:

AGENCY APPLICATION APPROVAL FORM

Date: March 7, 2008

1. Agent Name: Perrie & Little, LLC

2. Address: Suite 19, Building 100
   10475 Medlock Bridge Road
   Johns Creek, GA 30097

3. Principal Contact: Tom Perrie

   Phone Number: (404-214-6502) Fax (404-601-5844)

4. Remittance Rate: 70/30

5. Excess Policy Limit: $ 1,000,000.00

6. I expect the agent to produce $ 10,000 in remittances to the Company.

I have reviewed the application and the supporting information and documentation. Based upon my review, I hereby recommend appointment of proposed agent as a policy-issuing agent of Old Republic National Title Insurance Company.

Craig Raymer

I have reviewed the financial information and Pre-signing Escrow Audit Procedure Questionnaire. Based upon my review, I hereby recommend appointment of this proposed agent as a policy-issuing agent of Old Republic National Title Insurance Company.

Eric J. Evans
Vice President
State Manager

Scott Pierce
Senior Vice President
Southeast Regional Manager

B10520

New Agency Background Information Checklist

Agent Name Perrie + Little LLC

✓ Agency Application Approval Form

✓ Manager Cover Memo

✓ Application

✓ E & O/ Professional Liability

____ Latest Escrow Account Reconciliation for ______ (Month), 20__ mary ann Glenn will get soon

____ Trial Balance

____ Outstanding Checklist

____ Outstanding Deposit List

✓ Financial Statement

n/a Business Plan/ Pro Forma (start-up agency)

✓ Resume

✓ Credit Report

✓ Verified with GA Bar

✓ Active

✓ In Good Standing

✓ Admitted 11/10 ~~20~~1972 (Month)

✓ Law School UVa

✓ Reference Verified

✓ Agent known for 5 years by Craig Raymer

Additional Information:

Closing Software Landtex

Word Processing ______

Website Address ______

E-Mail Address ______

Policy Reporting Done:

_1__ Monthly ______ Quarterly

______ Other (describe)____________________

Staffing:
Total number of employees:

Attorneys _2_

Clerical _1_

Search/Exam _____

Other _____

Branch Office Locations:

1. ____________________________

____

2. ____________________________

____

3. ____________________________

____

Send Forms

____ Yes ____ No

Contact Person ~~Shannon~~ Shannon Crawford

____ Yes ____ No

Contact Person ______________

____ Yes ____ No

Contact Person ______________

Split:

____ 60/40

_X_ 70/30

____ Contingency

____ % back at /over ______________

____ Other (explain) ______________

Rep: Craig Raymer

Georgia

DRIVER'S LICENSE

NUMBER 049752195 EXPIRES 09-10-2010

PERRIE, THOMAS DUCKETT
PO BOX 35
LAKEMONT, GA 30552-0001

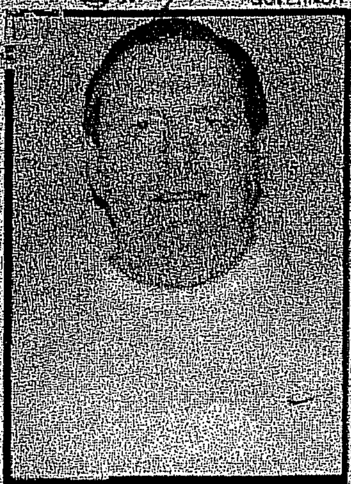
SEX	BIRTHDATE	ISSUE DATE	COUNTY
M	09-10-1940	06-06-2007	119

HEIGHT	WEIGHT	CSC	FEE	RESTRICTIONS
6-01	220	0 58	001.00	

CLASS	ENDORSEMENTS	TYPE
C		FRP

ORGAN DONOR

GOVERNOR



COMMISSIONER

THOMAS D. PERRIE

THE PERRIE LAW GROUP, LLC.
10475 Medlock Bridge Rd
Building 100 Suite 19
Duluth, Georgia 30097
(404) 214-6502 FAX (404) 404-601-5844 Cell (404) 797-9764
Tom@perriegrp.com

EDUCATION:

Law School: University of Virginia, School of Law, Charlottesville, Virginia
Juris Doctor, with honors, June, 1972.
Order of the Coif
Virginia Law Review
Editor-in-chief, University of Virginia Law School Yearbook

College: Yale University, New Haven, Connecticut
B.S. 1963 Industrial Admin; Minors: Electrical Engineering/Computer Science

MILITARY SERVICE:

U.S. Navy: Lieutenant Commander - Pilot, 1963-1969

PROFESSIONAL EXPERIENCE:

Smith, Gambrell & Russell, Atlanta, Georgia, 1972-1984. Partner 1976-1984. Chairman, Hiring Committee, 1977-1979. House Committee, 1980-1984. Head of international, intellectual property and construction law departments.

Fortson & White, Atlanta, Georgia, 1985-1986. Of Counsel.

Perrie, Buker, Jones & Morton, P.C., 1986-1999. President, Founding Shareholder.

Perrie & Cole, LLC, 1999-2007, Managing Partner, Founding Member

The Perrie Law Group, LLC, 2007-Present, Managing Partner

AREAS OF CONCENTRATION: Commercial and Residential real estate; general business; international representation; Federal, State and Local contracting.

REPRESENTATIVE CLIENTS SERVED: Lanier Business Products, Inc., Ascom Transport Systems, Inc., Rail Transportation Systems, Inc., Societe Franco-Belge de Materiel de Chemin de Fer, Crown Software Systems, Inc. (Westcorp Subsidary), Tele-Systems, Inc., Life Insurance Company of Georgia, Inc., Home Depot, Dover Elevator Company, General Elevator Company, Keylink Technologies, Inc., Impulse, N.C., Inc., SignTel, Inc., Southeastern Mortgage Partners, LLC, First Georgia Mortgage Funding, Inc.; all major lenders in the real estate closing area

SunTrust

Personal Financial Statement

Section 1 – Applicant Information		Section 2 – Co-Applicant Information	
Name Thomas D. Perrie		Name	
Date of Birth 9/10/1940	Social Security No. 247-62-0321	Date of Birth	Social Security No.
Residence Address 4895 Bellewood Park		Residence Address	
City, State, Zip Atlanta, GA 30350		City, State, Zip	
Position or Occupation Attorney	Number of Years 35	Position or Occupation	Number of Years
Employer Name Perrie, Bone & Burr, LLC		Employer Name	
Res. Phone 770-512-0838	Bus. Phone 404-214-6502	Res. Phone	Bus. Phone
Nearest Relative Not Living With Me Thomas D. Perrie, Jr	Relationship son	Nearest Relative Not Living With Me	Relationship
Address 601 Post Crossing Dr, Atlanta, GA 30338	Phone 404-451-7651	Address	Phone

Section 3 – Statement of Financial Condition as of

Indicate "A" (Applicant), "C" (Co-Applicant), or "J" (Jointly Held With Others) beside assets and liabilities to indicate to whom item applies.

ASSETS	A, C or J	$ Amount	LIABILITIES	A, C or J	$ Amount
Cash on hand & in banks-Schedule A	A	6253	Notes payable to banks – secured – Schedule E		
IRAs 401(k) & Retirement Assets	A	103,726	Notes payable to banks – unsecured – Schedule E		
U.S. Gov't & Marketable Securities-Schedule B			Due to brokers-margin loans – Schedule E		
Securities held by broker in margin accounts			Amounts payable to others – secured		
Restricted or Control Stocks (Public Co. only)			Credit Cards – Schedule E	A	49,500
Real Estate Owned – Schedule C	J	1,535,000	Equity Lines – Schedule E		
Loans Receivable	A	7,000	Unpaid Taxes (Income, Property, etc.)		
Cash value – life insurance – Schedule D		25,659	Real estate mortgages payable – Schedule C	J	767,000
Value of Closely Held Business		???	Other Debts – Itemize		
Automobiles and other personal property	A	100,000			
Other Assets – Itemize					
	A	2,105,123			
			TOTAL LIABIITIES		816,500
			NET WORTH		3,066,243
TOTAL ASSETS		3,882,743	TOTAL LIABIITIES AND NET WORTH		3,882,743

INCOME FOR YEAR ENDED: 2006	Applicant	Co-Applicant	EXPENSES	
Salary	$ 60,000	$	Rent payment	$ 0
Bonuses and Commissions	$ 0	$	Alimony	$ 0
Interest & Dividends	$ 344,000	$	Child Support	$ 0
Rental Income	$ 0	$	Tuition	$ 0
Other Income (Alimony or child support need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)	$ 0	$	**PERSONAL INFORMATION (both Applicant and Co-Applicant)** Are you a U.S. Citizen? ☒ Yes ☐ No	
TOTAL INCOME	$ 404,000	$	Do you have a will? ☒ Yes ☐ No If so, name of executor David Perrie	
CONTINGENT LIABILITIES	$ 0	$		
Do you have any contingent liabilities? If so, describe no	$ 0	$	Are you a partner or officer in any other venture? If so describe no	
	$ 0	$		
	$ 0	$	Income tax settled through (date) 12/31/2004	
As endorser, co-maker or guarantor?	$ 0	$	Are any assets pledged other than as described on schedules? If so, describe no	
On leases or contracts?	$ 0	$		
Legal claims	$ 0	$	Are you a defendant in any suits or legal actions? If so describe no	
Other special debt	$ 0	$		
Amount of contested income tax liens	$ 0	$	Have you or your businesses ever been declared bankrupt? ☐ Yes ☐ No	

(Complete Schedules and Sign On Page 2)

SCHEDULE A – Cash and Investments

Type of Account	Name of Bank or Broker	In Name Of	Are These Pledged?	Current Balance
Checking	Wachovia	Thomas D. Perrie	☐ Yes ☒ No	$ 6,253
Savings	USAA FSB	Thomas D. Perrie	☐ Yes ☒ No	$ 1,600
			☐ Yes ☐ No	$
			☐ Yes ☐ No	$

SCHEDULE B – U.S. Government & Marketable Securities

Number of Shares	Description	In Name Of	Are These Pledged	Date of Value	Value
			☐ Yes ☐ No		$
			☐ Yes ☐ No		$
			☐ Yes ☐ No		$
			☐ Yes ☐ No		$

SCHEDULE C – Real Estate Owned

	(1) Address of Property	(2) Property Description Type: Commercial (C), Residential (R), Agricultural (A). Use: Office, Warehouse, Home, Lot. Size: Square Footage. Type	Use	Size	(3) Cost	(4) Date Acquired	(5) Current Market Value
1	4895 Bellewood Park Atlanta		Residentia	4000+	$ 717,000	6/7/2004	$ 950,000
2	35 Barn Inn Rd, Lakemont GA		Lake House	1250	$ 25,000	6/1/1992	$ 245,000
3	Lot 6G Waterfall, Clayton, GA		Vacation l	1/2 acre	$ 280,000	12/1/2004	$ 340,000
4					$		$

	(6) Name of Lender	(7) Title In Name Of	(8) Mortgage Balance	(9) Monthly Payment	(10) Monthly Rental Income	(11) Ownership Percentage
1	Wachovia	Thomas Perrie and wife	$ 571,000	$ 3,280	$ 0	100 %
2	Suntrust	Thomas D. Perrie	$ 196,000	$ 1,368	$ 0	100 %
3			$	$	$	%
4			$	$	$	%

SCHEDULE D – Life Insurance Carried, Including Whole Life and Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value
SW Life	**Thomas D. Perrie**	**Wife**	$ 100,000	$ 25,867	$ 26,000
			$	$	$
			$	$	$

SCHEDULE E – Banks or Finance Companies Where Credit Has Been Obtained

Name of Lender	Collateral Description	Type (Line of Credit, Term Loan)	Maximum Line Amount	Monthly Payment	Current Balance	Maturity
Wachovia	none	LOC	$ 10,000	$ 0	$ 0	N/A
Chase	none	Credit	$ 22,000	$ 268	$ 17,900	?
Citicorp	none	Credit	$ 22,500	$ 198	$ 13,800	?
USAA FSB	none	Credit	$ 39,200	$ 279	$ 17,800	?

Each of the undersigned hereby instructs, consents and authorizes SunTrust Bank, or any affiliate, subsidiary or other entity related thereto ("Lender") to obtain a consumer credit report and any other information relating to their individual credit status in the following circumstances: (a) relating to the opening of an account or upon application for a loan or other product or service offered by Lender by a commercial entity of which the undersigned is a principal, member, guarantor or other party, (b) thereafter, periodically according to the Lender's credit review and audit procedures, and (c) relating to Lender's review or collection of a loan, account, or other Lender product or service made or extended to a commercial entity of which the undersigned is a principal, member, guarantor or other party.

Each of the undersigned certify that everything stated on the first page and second page of this Personal Financial Statement and any other documents or information submitted in connection with this Personal Financial Statement is true, accurate and complete. Each of the undersigned understands that Lender will retain this Personal Financial Statement. Each of the undersigned hereby authorize Lender to verify at any time any information submitted to Lender by or on behalf of the undersigned; obtain further information concerning the credit standing of the undersigned, including without limitation, credit and employment history; and exchange credit information concerning the undersigned with other individuals or entities, including, without limitation, any affiliate, subsidiary or other entity related to SunTrust Bank. Each of the undersigned authorize Lender to consider this Personal Financial Statement as a continuing statement of financial condition until replaced by a new Personal Financial Statement or until the undersigned specifically notifies Lender in writing of any change in such financial condition.

This Personal Financial Statement, including the consent to obtain consumer credit report contained above is executed by the undersigned on the date(s) listed below.

Customer Signature (Applicant) ______________________ Signature (Co-Applicant) ______________________

Printed Name (Applicant) Thomas D. Perrie Printed Name (Co-Applicant) ______________________

Date Signed 2/4/2008 Date Signed ______________________

Old Republic National Title Insurance Company
Lakeview 1 - Suite 450
1105 Sanctuary Parkway
Alpharetta, GA 30004

TO: Eric Evans

FROM: Craig Raymer

DATE: February 22, 2008

RE: Perrie and Little LLC

Perrie and Little, LLC law firm has been in around for a year now. Both Tom Perrie and Christopher Little are highly successful in real estate law and have many contacts in within the real estate business including loan officers, real estate agents and builders.

One of the reasons why I believe this venture has been successful is do to this knowledge of real estate and the contections they have within the real estate business. Also, with Shannon Crawford being the office manager I believe this firm will go far. I've known Shannon for five plus years and believe her to be one of the most competent closers in the business.

This Law Firm has great potential and I expect them to have a long and successful business relationship with Old Republic National Title Insurance Company. This firm has the potential to be a large client for Old Republic National Title Insurance Company and therefore I have no problem recommending them for an agency.

AMENDMENT NO. 4 TO AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached to and made a part of the Agency Agreement between Parkway Law Group, LLC and Old Republic National Title Insurance Company dated July 25, 2005, as amended.

Paragraph VI. AGENT'S COMMISSIONS AND REPORTING SCHEDULE is hereby amended as follows:

Agent will remit to Insurer 22 percent of the title insurance rates. This change will be effective February 15, 2013.

Except as amended herein, said Agency Agreement remains in full force and effect.

This 4th day of February, 2013.

PARKWAY LAW GROUP, LLC

By: ____________________
Thomas D. Perrie

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Assistant Secretary

B 10520

AMENDMENT NO. _5_ AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached and made a part of Agency Agreement between Parkway Law Group, LLC and Old Republic Title Insurance Company dated July 25, 2005, as amended.

Exhibit "A" is hereby amended to add the following validating officer(s):

Barry Edwards

Except as amended herein the said Agency Agreement remains in full force and effect.

Dated this 21st day of October, 2013.

PARKWAY LAW GROUP, LLC

By: See Attached
Christopher Little

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Asst. Secretary

B10520

Baker, Sharon

From: Christopher B. Little [chris@parkwaytitle.com]
Sent: Monday, November 18, 2013 2:24 PM
To: Baker, Sharon
Subject: Additional signatory

Please add Barry Edwards as an additional signatory for title policies for our agency.

Thank you.

Christopher B. Little, Attorney at Law
Parkway Law Group, LLC
678.436.5536 Tel
404-601-5847 Fax
770-656-9933 Cell
chris@parkwaytitle.com

North Fulton Office:
12600 Deerfield Parkway
Suite 125
Alpharetta, GA 30004

Gwinnett Office:
1325 Satellite Blvd
Suite 1605
Suwanee, GA 30024

For more information, please visit our website
www.parkwaytitle.com

AMENDMENT NO. ~~56~~ 26 AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached and made a part of Agency Agreement between Parkway Law Group, LLC and Old Republic Title Insurance Company dated July 25, 2005, as amended.

Exhibit "A" is hereby amended to add the following validating officer(s):

Naomi Stewart

Except as amended herein the said Agency Agreement remains in full force and effect.

Dated this 24th day of March, 2014.

PARKWAY LAW GROUP, LLC

By: See Attached
Christopher B. Little

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: Sharon Baker
Sharon Baker
Asst. Secretary

B10520

Baker, Sharon

From: Nancy Bradshaw [nancy@parkwaytitle.com]
Sent: Thursday, March 20, 2014 2:50 PM
To: Baker, Sharon
Cc: Christopher B. Little
Subject: Additional Signatory

Hi Sharon,

Please add Naomi Stewart as an additional signatory for title policies for our agency. Let me know if you have any questions. Thanks!

Nancy Bradshaw
Office Administrator
Parkway Law Group, LLC
1325 Satellite Blvd.
Suite 1605
Suwanee, GA 30024
404-381-8720 Tel
404-601-5443 Fax
nancy@parkwaytitle.com

AMENDMENT NO. 7 TO AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached to and made a part of the Agency Agreement between Parkway Law Group, LLC and Old Republic National Title Insurance Company dated July 25, 2005, as amended.

Paragraph VI. AGENT'S COMMISSIONS AND REPORTING SCHEDULE is hereby amended as follows:

Agent will remit to Insurer 20 percent of the title insurance rates. This change will be effective June 1, 2015.

Except as amended herein the said Agency Agreement remains in full force and effect.

Dated this 22nd day of May, 2015.

Parkway Lay Group, LLC

By: ____________________
Christopher B. Little

Old Republic National Title Insurance Company

By: Sharon Baker
Sharon Baker
Assistant Secretary

B10520

AMENDMENT NO. 8 AGREEMENT FOR

APPOINTMENT OF POLICY ISSUING AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Attached and made a part of Agency Agreement between Parkway Law Group, LLC and Old Republic National Title Insurance Company dated, July 25, 2005, as amended.

Agency Agreement is hereby amended to add the following validating officer(s):

Alexia K. Niketas

Agency Agreement is hereby amended to delete the following validating officer(s):

Naomi Stewart

Except as amended herein the said Agency Agreement remains in full force and effect.

Dated this 14th day of May, 2015.

Parkway Law Group, LLC

By: ____________________
Christopher B. Little

Old Republic National Title Insurance Company

By: Sharon Baker
Sharon Baker
Assistant Secretary

B 10520

Policies and Procedures
Escrow Accounting

Purpose	Document the internal controls that are in place to meet requirements for the safeguarding of client funds and to minimize the exposure to loss of client funds from the Firm's Escrow Account.
Scope	These policies and procedures are for all of Parkway Law Group, LLC (hereafter referred to as "PLG") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	Escrow funds and operating accounts are separately maintained PLG maintains two escrow accounts: IOLTA escrow accounts for real estate. PLG maintains escrow funds under a fiduciary capacity and such funds are not commingled with PLG's operating funds or an employee or manager's personal account. One of the IOLTA accounts is maintained with BB&T and is essentially inactive because it was used with the LandTech closing software, which has been replaced by the SoftPro closing software. All closing transactions undertaken with the SoftPro closing software are processed through an IOLTA account maintained with First Citizens Bank. The IOLTA accounts are reconciled on a daily basis by a third-party vendor named Positively Balanced LLC ("PBL"). PBL, in turn, uses a nationally recognized computer system named Rhyno to provide three distinct computer based services to assure that the IOLTA account is maintained in balance at all times. It is of substantial note that PBL has conducted a successful three party reconciliation service for more than ten years before its service was supplemented with computer based systems. It is of substantial importance to understand that the Rhyno system is integrated with both PLG's SoftPro and ProTrust software as well as with PLG's IOLTA account with First Citizen's

Bank. PBL also has a number of experienced reconciliation personnel who review daily and monthly reports produced by Rhyno. PBL's reconciliation personnel alert key PLG employees and the Managing Partner daily of any outstanding escrow items in order to ensure that all PLG IOLTA accounts are in balance on a consistent basis.

Escrow/Trust Accounts Daily & Trial Balance Reports

A daily report is produced and it identifies any discrepancies, such as bank charges, insufficient funds charges, and negative daily balances resulting from missing or excess deposits, checks or wire transfers. The daily reporting system effectively provides a trial balance report, outlining the balance of a particular closing transaction, which can be produced for each escrow account at any time. The funds being balanced may belong to a lending institution, a purchaser, or any other third party that may have an interest in the transaction. This report depicts all real estate closing transactions that do not have a zero balance.

Any discrepancies, as described in the preceding paragraph, are promptly resolved and funded from PLG's operating account within thirty (30) days of the reconciliation date. In such an instance, a copy of the check from the operating account and a corresponding deposit slip are saved in the file that was funded. Any such issues and the respective solutions are also documented. Upon recovery of funds for any discrepancies that have been funded from the PLG operating account, the amount of the recovered funds is reimbursed to the PLG operating account. Any discrepancies that cannot be resolved within twenty-four (24) hours are escalated to the Managing Partner.

On a monthly basis, the Closing Manager and the Managing Partner review and reconcile the trial balance report to the bank balance and reconciled book balance, creating a three-way reconciliation.

Trial balance reports are produced for each escrow account maintained by PLG.

Escrow/Trust Account Reconciliations

It is the responsibility of Positively Balanced LLC ("PBL") to reconcile the escrow accounts. Account receipts and disbursements activity are reconciled daily (two-way). On a monthly basis, a three-way reconciliation between the bank records, book records, and trial balance is performed. This reconciliation is completed within ten (10) days after receipt of the bank statement.

Upon receipt of the bank records, book records, and trial balance for the previous month from PBL, PLG's procedures for performing the monthly three-way reconciliation is as follows:

1. All bank records and book records are review to ensure both balances match each other;

2. Outstanding checks balance is reviewed and updated with information regarding amounts that were paid or modified;

3. Identify any exception items;

4. Verify that adjusted bank records and book records balances are equal to the amount shown on the trial balance;
    a. If the adjusted bank records and book balances reveal a shortage, the corresponding account is funding from the PLG operating account within five (5) days from the date the reconciliation is completed;
    b. If adjusted bank records and book balances reveal bank charges, insufficient funds charges, or other similar assessments, the corresponding account is funded from the PLG operating account within thirty (30) days from the date the reconciliation is completed;

5. Once approved by the Managing Partner, the three-way reconciliation and any exception pages are signed by the Managing Partner;

6. Any significant exception items listed on the exception page(s) are given highest priority and immediately addressed in order to be resolved;
    a. "Significant exception items" include but are not limited to:
        i. Outstanding balances in excess of $10,000.00;
        ii. Outstanding mortgage payoffs over 10 days olds, as determined from the date of settlement; and
        iii. Escrow accounts with an aggregate shortage in excess of $10,000.00;

7. All bank account information, three-way reconciliations, transaction reports, outstanding checks list, trial balance reports, and any other supporting documentation is saved and stored electronically in a secured folder on a third-party cloud-based storage service (which is only accessible by authorized personnel).

A listing is kept of all escrow accounts.

Escrow account reconciliations are performed by PBL. PBL does not have check signing authority or the capability/authority to perform wire transfer transactions.

Escrow account reconciliations are reviewed monthly by PLG management and evidence of the review is documented. The escrow/trust account reconciliations are available to the title insurance underwriter at any time upon request.

Escrow account reconciling items are clearly noted on the reconciliations. These reconciling items are followed up and addressed by the Closing Manager and Managing Partner within thirty (30) days of completion of the reconcilement so as to not carry over on the reconciliations from month to month.

Any checks that have been outstanding for over ninety (90) days are researched to determine the reason why such checks have not cleared PLG's account(s). Upon completion of a reconciliation and follow-up regarding outstanding check, a new list of outstanding checks is printed.

Specifically, PLG's follow-up procedure for outstanding checks is as follows:

1. Identify all outstanding checks.

2. Differentiate between misprinted or incorrectly completed checks and significant outstanding checks, which include but are not limited to: (a) recordation checks to the county clerk; (b) property tax checks; (c) hazard insurance checks; (d) title insurance underwriter checks; (e) mortgage payoff checks; and (f) any other checks in excess of $5,000.00.
    a. Any significant outstanding checks are priority.

3. Verify whether the outstanding check was disbursed and sent from the closing office to the payee.
    a. If the outstanding check was sent to the payee, contact the payee to verify receipt of the check.
        i. If attempts to contact the payee are unsuccessful, document the day and time of the attempt before escalating the matter to the Closing Manager or Managing Partner for further instruction.
        ii. If contact is made with the payee, confirm receipt of payment check.
            1. If check has been received, attempt to ascertain the payee's timeline for depositing the check and get updates on the payees contact information (if any); and
            2. If the check has not been received or was lost, see below regarding stop payment, then reissue a new check to the payee after

verifying the payee's contact information.

b. If the outstanding check was not sent to the payee, write "VOID" across the face of the checks.
   i. Closing Manager or Managing Partner must approve the initiation a stop payment for checks that have left the closing office and been sent to third parties (e.g., homeowners' insurance company, homeowner's association).
   ii. Only authorized employees are permitted to void checks upon receiving approval from the Closing Manager or the Managing Partner.
   iii. Any voided checks must be copied and saved in the corresponding closing file. The original voided checks are kept in a secure location.

c. If a misprinted or incorrectly completed check is lost or stolen, the bank for the escrow account from which the check was drawn must be contacted to verify the check has not cleared the escrow account and to request a stop payment.

Escrow Accounts are properly labeled and maintained in insured financial institutions

Escrow bank accounts are appropriately designated as IOLTA accounts. This designation is noted in the original banking agreements as well as on PLG check stock, deposit slips, and bank statements.

Dormant file balances

Customer files that continue to hold funds after the settlement date are reviewed periodically to determine if any disbursements have been made. Management approval by the Managing Partner is required for any disbursement from an inactive escrow. An inactive escrow is defined as any escrow which has had no activity for the past six months. This approval is documented and maintained.

If any funds are still held in escrow after six months from the settlement date, all reasonable efforts shall be exhausted to locate the rightful recipient of the funds held in escrow. "All reasonable efforts" means, but shall not be limited to, the mailing of a letter by first-class mail to the last known address of the rightful recipient. If PLG is unable to locate the rightful recipient and the rightful recipient fails to claim the funds after the expiration of 5 years from the settlement date, the funds held in escrow may be delivered to the State of Georgia ("escheat") in accordance with O.C.G.A. §§ 44-12-190 et

	seq., the Disposition of Unclaimed Property Act. Approval from the Managing Partner prior to escheating any unclaimed funds to the State of Georgia. Approval shall be documented and maintained in the corresponding closing file. The escheat processing shall be conducted by authorized PLG personnel who shall be an individual with no rights to sign or issue escrow checks or wires. Banking Transactions conducted by authorized employees Via agreements with financial institutions, PLG management authorizes employees for escrow/trust bank account transactions. Wire transfer initiation and approval levels are set by PLG and routinely reviewed for changes in staff. All wires require separate, two person approvals. Former employees are immediately deleted as signatories and authorized wire transfer individuals. A list of authorized individuals is maintained in the Escrow Account Information Report (see attached example). The individual(s) designated as the 'wire transfer administrator' to set-up and change online banking permissions has been authorized by management. Authorized check signers and wire individuals do not maintain the escrow accounting records or perform the escrow account reconciliations. Positive pay, ACH Blocks, and international wire blocks are used The "Positive Pay" feature offered by our financial institutions is used on escrow accounts. PBL monitors Positive pay daily and notifies PLG of any suspicious activity. The Closing Manager and Managing Partner review the positive pay exception report monthly. All positive pay reports are maintained and any exceptions are documented and explained. ACH blocks and international wire blocks are placed on all escrow accounts to prevent unauthorized users from withdrawing funds from the escrow account. Background checks Before any individual is hired, a 5-year background check (criminal and credit) is performed by Accurint. Upon hiring, a background check for each employee is performed at least every 3 years thereafter. Records of the background check are maintained by the Office Manager in each employee's personnel file. Escrow/trust account training PLG provides escrow account training periodically to individuals handling customer funds and conducting escrow/trust account reconciliations. This

	training is conducted by the Managing Partner, in conjunction with a representative from a third-party reconciliation company. All training and continuing education is tracked and maintained by the Closing Manager and the Managing Partner.

Contact Officer	*Christopher B. Little, Managing Partner; Cheri Grant, Closing Manager*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment Dates	*N/A*
Date for Next Review	*December, 2015*
Related References and Links	• *Policies and procedures relating to escrow accounting are kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 2 (Escrow & Trusts Accounts)' sub-folder.* • *Banking agreements and wire transfer user reports are kept on the C drive in the personal documents folder of the Managing Partner of Parkway Law Group, LLC in a folder entitled "Bank and Wire Info".* • *Escrow Account Information is kept on the Parkway Law Group, LLC C drive in the personal documents folder of the Closing Manager drive in a folder entitled "Escrow Account Info". A summary of pertinent escrow account information may be found in this folder.* • *The link to Georgia escrow and trust account regulations is:* http://rules.sos.state.ga.us/docs/520/1/08.pdf • *The link to the Holder Forms and Instructions for Corporate Entities for escheating unclaimed funds is: http://dor.georgia.gov/documents/holder-forms-and-instructions-corporate-entities*

<u>Best Practices</u>

Escrow/ Iolta Accounts

Procedures used to meet the best practices requirements.

- ✓ Escrow funds and operating accounts are separately maintained.

- ✓ Escrow Account is being reconciled on a daily basis which includes verifying that the credits and debits have cleared and been matched to the correct files and any exceptions are being addressed.

- ✓ Escrow funds or other funds the company maintains under a fiduciary duty to another are not commingled with the company's operating account or an employee or manager's personal account.

- ✓ Escrow Trust Accounts are prepared with 3-way trial balances on a monthly basis, Escrow Trust Accounts are prepared with Trial Balances, Checkbook Register Balance and Bank Register Balance ("Three-Way Reconciliation").

- ✓ Segregation of duties is in place to ensure the reliability of the reconciliation and reconciliations are conducted by someone other than those with signing authority. We use Positively Balanced, LLC as our third party reconciliation company.

- ✓ Results of the reconciliation are reviewed by management and are accessible electronically by the agency's contracted underwriters(s) per their request.

- ✓ Escrow Trust Accounts are properly identified as "escrow" or "trust" accounts. Appropriate identification appears on all accounts-related documentation including bank statements, bank agreements, disbursements checks and deposit tickets.

- ✓ Outstanding file balances are worked on a weekly basis to get them to a zero balance as quickly as possible.

- ✓ Transactions are conducted by authorized employees only. Only those employees whose authority have been defined to authorize bank transactions may do so. Appropriate authorizations levels are set by the company and are reviewed for updates annually. Former employees are immediately deleted as listed signatories on all bank accounts.

- ✓ Management reviews and formally approves the bank reconciliation by initialing and noting the date of review on the three-way summary report at the bottom.

- ✓ Escrow Trust Accounts are maintained in Federally Insured Financial Institutions.

- ✓ Utilization of positive pay is handled each day.
- ✓ Automated Clearing House (“ACH”) blocks and international wire blocks are put into place for each escrow account unless we need to receive international funds.
- ✓ Background checks are completed in the hiring process and regularly conducted for existing employees.
- ✓ At least every three years, background checks are performed going back five years for all employees who have access to customer funds.
- ✓ Ongoing training is conducted for employees in proper management of escrow funds and escrow accounting.
- ✓ Dormant balances are researched on a regular basis and if it is past (5) five years than the funds are escheated to the state.

<u>Best Practices</u>

Escrow/ Iolta Accounts

Escrow Requirements

- ✓ **TRUST/ESCROW ACCOUNT NAME.** All escrow account bank statement and checks do state the words “escrow accounts” or “trust accounts.”

- ✓ **TRIAL BALANCE/ FILE BALANCE REPORT. Trials balances are run daily, weekly and monthly when reconciling.** We maintain a trial balance/file report. We properly identify which file(s) constitutes the ending bank balance. Any differences are corrected immediately. This report is a listing of all open balances, negative or positive. The escrow reconciliation is done by using the three-way reconciliation method. The checkbook balance, reconciled bank balance and the escrow trial balance/ledger balance report balances and they match each month. Each month after the escrow account are reconciled then the attorney/management reviews the reports. Since the escrow account is a fiduciary account for “other people’s money” any file shortages are funded. Overages or positives in the Trial Balance Report are typically funds that we are holding such as an earnest money deposit; escrow fund for some purpose; or recoding fees, i.e. waiting on other documents to come back from the register for recoding such as Assignments, etc.). If the overage should be refunded we then determine the party the funds should be sent to and issues the check, along with a cover letter noting why the money is being sent.

- ✓ **Owner/ Manager Reconciliation Review.** Management reviews and formally approves the bank reconciliation by initialing and nothing the date of review on the three-way summary report at the bottom.

- ✓ **Positive Balances/Shortages.** All escrow file balances <u>must</u> be positive. If files closed short, all shortages must be funded from the operating account. If the file is “short” and you fund it, a copy of the check and deposit slip should be kept in the file. Recovered shortages may be reimbursed into your operating account.

- ✓ **Deposit slips/Incoming Wires.** Copies of all deposited information (i.e. checks received as well as validated deposit tickets) should be kept in the closing files to prove funds were received in accordance with the HUD-1 settlement statement. Separate deposit slips should be kept in the closing files to prove funds were received in accordance with the HUD-1 settlement. Separate deposit slips should be prepared for each file indicating the file number on each deposit slip (meaning don’t prepare one deposit slip with multiple file numbers, but do a separate deposit slip for each transaction).

- ✓ **Copies of Disbursed checks/Outgoing Wires.** Copies of all disbursed checks must be maintained in each file to prove funds were disbursed through the escrow accounts in accordance wit the HUD-1 settlement statement.

- ✓ **Individual File Disbursement sheet/ledger.** A disbursement sheets/ledger must be maintained in each file. (Recommended you keep an "alpha" calendar year closing notebook by address and keep a disbursement sheet in the notebook as well as in the actual file. Any "active" escrows you are holding at the end of each year can be transferred to the next year's active section, as they will be fully disbursed in the year. This notebook can also contain your wire long tracking your transaction wires in and out, along with other escrow that have not yet been disbursed – see below). Tracking the money to show without question, that "dollars in" equaled "dollars out" and if not; that you funded any shortage from your general/operating account; or if over you have an escrow agreement to hold funds; or will write a check to the party the overage bellows to. If you are hold escrow under an agreement- a disbursement sheet/ledger should be kept in a "active" section of your notebook (not disbursed in full- example: earnest money; repairs' water/utility escrows) and then moved to the "alpha" fully disbursed section after disbursing to the file. You should be able to flip through the "active escrow" section of your notebook (including any funds that you maintain in the account for bank charges, etc.) and be able to add all active funds up to a sum total that perfectly matches the balance shown in the account after taking into account all outstanding check/deposits after reconciliation. The only money left should be the sum total of your "active" files. All other overage/shortages should be immediately dealt with.

- ✓ **Escrow Agreements**. <u>Signed</u> escrow agreements detailing terms of release of funds must be maintained in all file where escrow funds are being help after closing. (Recommended a separate notebook or section in escrow notebook for any before or after closing escrows (I.e. earnest money; water/utility escrows' unfinished construction/ repair escrows , etc.) that you might be holding other parties with a copy of your disbursements sheet/escrow agreement to hold/release & contact info of all parties for "at your fingers" contact info). The idea behind this is so that you can "flip open a notebook" to identify by file exactly the amount of money held in your escrow account at any given time. When you have fully disbursed the escrow – ledger sheet should be moved to the disbursed "alpha" section of your notebook.

- ✓ **Bank Charges**. Bank Charges should be reimbursed on a monthly basis from the general/operating account. (Recommended you keep a "minimum" amount of your own money $200-500 with it's own escrow sheet to cover bank charges, etc. and then reimburse the amount charged each month from the general account to bring it back to the "whole amount" again (i.e. your $200-500 that you are keeping in there).

- ✓ **Outstanding Checks.** Outstanding checks over 90 days old must be investigated to see why these checks have not cleared the bank. You should review this list that prints each time you do a reconciliation and follow-up, as it could be costly if you don't. Checks that have not cleared could be mortgage payoffs, taxes, recording fees and homeowner's insurance. An unpaid mortgage continue to accrue interest - now at your expense; at certain times of year unpaid taxes can create additional penalties & interest – now at your expense and in some cases where you were paying back taxes could create a dangerous loss of liability for you, should a deadline date go by and the property is lost to a tax authority for non-payment. Uncashed recording fee checks indicate that's your original documents have not been recorded. Very important to review and watch this area carefully. In addition, some sates require you escheat performing due diligence to contact the party. Check with your State's Treasury Department to find out about these regulations.

- ✓ **Voided checks.** Voided checks must be properly defaced by physically removing the signature line. The originals should be retained with accounting records. Past experience has proven that many voided checks are presented for payment and actually clear the bank. By ripping off the signature on the voided checks it will prevent the banks machines from processing them.

- ✓ **Credit Union Accounts.** Credit Union Accounts are not recommended for escrow accounts, as they may not have the same insurance protection as a federally insured institution (i.e. FDIC coverage).

- ✓ **Positive Pay or Reverse Pay.** Positive Pay or Reverse Pay services are recommended for escrow accounts whenever possible to provide additional protection against fraudulent disbursements.

- ✓ **Signatures Stamps- Escrow Accounts.** Signature stamps should **not** be used on escrow checks. This creates potential liabilities and is not in accordance with American Land Title Association.

- ✓ **Wire Transfer Logs.** Wire transfer logs must be maintained to adequately monitor incoming and outgoing wire transfers. You should keep a separate notebook section in your printed check register notebook logging wires in and out with notation of what file number they are related to. This would be a special log specifically used to track wires and used in addition to your individual file disbursement sheets.

- ✓ **Comingling of General Funds and Escrow Funds.** Comingling of escrow monies with an agency's general funds is not permitted or allowed.

- ✓ **RESPA Disclosure.** Line 1108 of the HUD-1 settlement statement should reflect the title insurance premium split between agent and underwriter. To avoid possible RESPA ramifications, it is recommended that this line read "Agent name, as agent for (Underwriters)."

- ✓ **Search Dates – Closing Updates.** The title search in the file **must** reflect starting and ending date and time of search and must be updated prior to closing on the loan, to assure that nothing new has been recorded since the last ending search date.

- ✓ **Timely Recording.** All documents must be recorded timely to ensure first lien position. It is recommended that you maintain a recording log, to show the date, documents(s), and related files number that you send/delivered the documents to the register of deeds office (don't rely on the register to keep this long!) in case you need to prove the you presented the documents for recording. This is especially true of the geographical areas that have backlogged register's/recorder's office and complications that could arise due to a document not actually being recorded. It would be prudent to have the ability to show that the documents were presented for recording on your part.

- ✓ **Escrow Account Deposits.** Escrow account **deposits must be made daily** and all deposits in transit over three days old should be investigated. It is important to remember that any deposit in transit that have not cleared the bank are actually file shortages since the funds have not actually been received and/or deposited.

- ✓ **Title Premium.** Title premium dollars should be held in a separate escrow premium account or held in the general escrow account. It should not be transferred into the operating account and help for later payment.

- ✓ **Dormant Balances**. Checks should be researched and the payee can be located then a letter should go out to verify that they still don't have the original check and if they do then they should return it for a new issuances. If the payee can't be located (average time is five years) then the funds depending on which state you are located in then the funds should be turned over to the State of Revenue.

- ✓ **Copies of Signatory Identification.** Copies of driver's licenses of all parties at the closing should be maintained in every file. Recommended each notary also keep a separate notebook with notary log of documents signed for each transaction and copy of driver's license(s) attached to comply with recent charges in the notary laws.

- ✓ **Check Stock Safety Measures.** Fraud prevention safeguards include storage of your check stock. All escrow check stock should be stored in a locked area when unattended with a limited number of people having access.

- ✓ **Laser Check Safety Measure.** Safeguards for Laser Check programs/systems include, but limited to: 1) Print & Review the check register DAILY; 2) Print & Review a daily Void Transaction Report; 3) Designate one employee to assume

ALL wire transfer responsibilities; 4) Designate one employee to confirm and verify ALL outgoing wires.

- ✓ **Computer System Back-up.** It is recommended that back up procedures be implemented on a consistent basis to adequately protect information technology.

- ✓ **Computer System Passwords.** Password for computer systems should be assigned to individual employees and should not be shared. Passwords should be required to be changed at regular intervals (i.e. 90 days). Passwords for terminated employees should be disabled immediately.

Corporate Entities
Report Forms and Instructions

These forms are intended for corporations reporting cash items.

(Rev. 06/2015)

INSTRUCTIONS FOR FORM UP-1C

The form UP-1C must accompany all holder reports

HOLDER INFORMATION:

Please type or print your report

ITEM 1- Enter your federal employer identification number.

ITEM 2- Enter your business name and mailing address.

ITEM 3- If this report is being prepared by an agent on behalf of the business, enter the agent's name and address.

ITEM 4- Enter the name of the person completing the form.

ITEM 5- Enter the telephone number for the person completing the form.

ITEM 6- Enter the electronic mail address for the person completing the form.

ITEM 7- Enter the date your business was incorporated or registered.

ITEM 8- Enter the state where your business is registered or incorporated.

ITEM 9- Describe your primary business activity (i.e. retail, manufacturing, services).

ITEM 10- Enter the total number of employees for your business.

ITEM 11- Enter your annual sales volume as reflected on your most recent tax return.

ITEM 12- Enter your company's total assets as reflected on your most recent year end balance sheet.

REPORT INFORMATION:

ITEM 13A- Enter the total number of accounts $50.00 or more on your owner report (Form UP-2C).

ITEM 13B- Enter the total dollar value of accounts $50.00 or more listed on your owner report (Form UP-2C).

ITEM 13C- Enter the total number of accounts less than $ 50.00, excluding dividends. Accounts less than $50.00, excluding dividends, may be reported in a lump sum.

ITEM 13D- Enter the total value of accounts less than $50 (Form UP-2C).

ITEM 13E- Enter total of Item 13b and 13d.

NOTE: Negative balance reports are required. See Table of Contents.

VERIFICATION:

The report must be signed by a CFO, partner or company officer.

IF LESS THAN 25 PROPERTIES, GO TO OWNER REPORT FORM (UP-2C) TO PROVIDE A DETAILED LISTING OF THE UNCLAIMED ACCOUNTS REFLECTED IN ITEM 13E. IF REPORTING 25 PROPERTIES OR MORE, CREATE A NAUPA FORMATTED CD WITH AN ELECTRONIC FILE.

UP-1C (Rev. 06/2015)
GEORGIA DEPARTMENT OF REVENUE
UNCLAIMED PROPERTY PROGRAM

2015 HOLDER REPORT SUMMARY
FORM UP-1C
CORPORATE ENTITIES

This form must accompany all holder reports

ARE YOU A 1ST TIME FILER? Y ☐ N ☐ **DID YOU ATTACH A CD? Y ☐ N ☐**

ELECTRONIC FILERS: Submit a UP-1C for each business included on the CD. NEGATIVE BALANCE REPORTS REQUIRED.

HOLDER INFORMATION

1. FEDERAL EMPLOYER ID#	2. HOLDER (Business Name)

ADDRESS

CITY, STATE, ZIP CODE

3. IS THIS REPORT BEING PREPARED BY AN AGENT ON BEHALF OF THE HOLDER? Y ☐ N ☐ IF YES, FURNISH AGENT NAME AND ADDRESS:

4. NAME OF CONTACT PERSON	5. TELEPHONE ( )	6. E-MAIL ADDRESS	7. DATE OF INCORPORATION

8. STATE OF INCORPORATION	9. PRIMARY BUSINESS ACTIVITY	10. NO. OF EMPLOYEES	11. ANNUAL SALES	12. TOTAL ASSETS

REPORT INFORMATION

13a. Total accounts $50.00 or more ________________ 13b. Dollar Value ________________

13c. Total accounts less than $50.00 ________________ 13d. Dollar Value ________________

13e. REPORT TOTAL $________________

VERIFICATION STATEMENT

I, ____________________________________ certify that I have caused to be prepared and have examined this report totaling ____________ as to property presumed abandoned under the “Disposition of Unclaimed Property Act” for the year ended as stated, that I am duly authorized to execute this verification by the holder and that I believe said report to be true, correct and complete as of said date to the best of my knowledge.

____
Signature of Responsible Officer

____
Printed or Typed Name of Responsible Officer

____
Title of Responsible Officer

____
Date

FOR OFFICE USE ONLY

CD	CHECK NUMBER	CHECK DATE	CHECK AMOUNT

DATE DEPOSITED	BATCH NO.	RECEIPT NO.	REPORT ID	HOLDER NO.

INSTRUCTIONS FOR FORM UP-2C

Twenty-five (25) properties or more must be reported on a NAUPA formatted CD in lieu of form UP-2C

Form UP-2C provides detailed information about the unclaimed accounts. This information is used to verify rightful ownership of person(s) attempting to claim the account.

Please type or print your report.

Enter your business name and federal employer identification number on each page of your owner report.

List owners alphabetically by last name.

You may list one entry for accounts less than $50.00. (EXAMPLE: 100 accounts $40.00 or less totaling $4,000.00)

ITEM 1- Refer to the "Property Code" listing on page 3 of Introduction. Enter the property code which identifies the property reported.

ITEM 2- Enter the identifying number assigned to the property by your business (i.e. account number, check number, policy number, etc.).

ITEM 3- Enter the owner's name as listed on your business's records. If the account has more than one owner, specify whether the joint owner is a custodian, guardian, trustee or beneficiary.

ITEM 4 - Refer to the "Relationship Type Code" listing on page 4. Enter the relation code which properly identifies the owner relationship.

ITEM 5- Enter the social security number or tax identification number of the account owner as reflected on your business's records.

ITEM 6- Enter the date of last transaction or the date of last contact with the owner.

ITEM 7- Enter the account balance remitted.

ITEM 8- Enter the total of the accounts detailed on the page.

Attach the owner detail report form (UP-2C) to the holder report form (UP-1C).

Return both forms addressed to:

Georgia Department of Revenue
Unclaimed Property Program
4125 Welcome All Rd Suite 701
Atlanta, GA 30349

FORM UP-2C (Rev. 06/2015)
GEORGIA DEPARTMENT OF REVENUE
UNCLAIMED PROPERTY PROGRAM

CORPORATE ENTITY
OWNER DETAIL REPORT FORM

2015

FEDERAL EMPLOYER ID#	BUSINESS NAME

PAGE ________ OF ___________

When reporting 25 or more properties, a NAUPA formatted CD is required.

PRO-PERTY CODE (1)	IDENTIFYING NUMBER (2)	OWNER'S NAME, ADDRESS, CITY, STATE AND ZIP, LIST ALPHABETICALLY BY LAST NAME, FIRST AND MIDDLE INITIAL. (IF JOINT OWNER, BENEFICIARY, TRUSTEE, ETC. SPECIFY BY NAME.) (3)	RELATION TYPE CODE (4)	OWNER(S) SOCIAL SECURITY NUMBER (5)	DATE OF LAST TRANSACTION (6)	AMOUNT REMITTED AS DUE OWNER (7)

TOTAL (8) $

IF THIS IS THE LAST PAGE, ENTER GRAND TOTAL $

Checklist for Unclaimed Corporation Cash

Your report should consist of:

- ☐ Holder Report Summary Form (UP-1C).
- ☐ Detail Report Form (UP-2C) – if reporting fewer than 25 properties
- ☐ Read-only CD/NAUPA format if reporting 25 or more properties.
- ☐ Check for the total of proceeds made payable to the Georgia Department of Revenue Unclaimed Property Program.

Forward your report package to:

Georgia Department of Revenue
Unclaimed Property Program
4125 Welcome All Rd Suite 701
Atlanta, GA 30349

Parkway Law

Policies and Procedures
Privacy and Information Security

Purpose	Document a privacy and information security program (policies and procedures) to help ensure Parkway Law Group, LLC maintains written protocols for the protection of data and Non-public Personal Information (“NPI”).
Scope	These policies and procedures are for all of Parkway Law Group, LLC (“PLG”) locations including all satellite offices. These procedures are followed by all employees and independent contractors where applicable.
Procedures	PLG has a formal privacy and information security program that is appropriate with the size and complexity, the nature and scope of PLG’s activities and the sensitivity of the information in PLG’s possession. As part of this program, PLG maintains a Privacy Policy Notice that is posted on PLG’s website and provided to customers and consumers for each closing. Additional information about PLG’s privacy and information security program is available to consumers and customers upon request. PLG policies associated with the privacy and information security program are given to all employees, and the employees must acknowledge in writing that they have read and understand such policies. It is the responsibility of the Office Administrator to help ensure PLG has received all employee acknowledgements.

PLG makes an assessment quarterly of the standards and requirements affiliated with PLG's information security program, including those set out in this policy and procedure document. This assessment is conducted by PLG's IT provider, a computer support services company, and, when requested, a formal report on compliance is issued to PLG management.

Physical Security of NPI

PLG utilizes Accurint as the information provider for background and credit checks. PLG individuals who have access to NPI are restricted to authorized principals and employees who have undergone a formal background check and credit report process in which no irregularities were identified.

Removable media devices, including but not limited to external hard drives, compact discs, magnetic tapes and USB/flash drives are issued by PLG with the approval of the Managing Partner. The use of removable media devices is prohibited unless the Managing Partner has authorized such use. Removable media is generally not used by PLG and Company server security controls prohibit the extraction of Company information to removable media.

Other standard procedures for security of NPI include closing paper files other than the one currently being worked on, stow files away when away from workspace and lock desks and file cabinets at the end of the day. Hardcopy NPI that is transmitted outside PLG is done so using only secured envelopes and/or locked document bags.

Network Security of NPI

At the direction of the Officer Manager, PLG's designated Network Administrator grants appropriate access to PLG's various computer technology applications. PLG's file server(s) or main central processing unit is housed in a room with a secure door at one of PLG's office locations. PLG also utilizes two (2) redundant, real-time "Cloud"-based backup systems to store information contained in Company's file server(s) or main central processing unit. PLG's computer network utilizes up-to-date anti-virus, anti-spyware and data encryption software applications. The Network Administrator is responsible for such software maintenance.

Access to PLG's information technology computers and network is secured by individual and unique passwords. PLG utilizes a computer application that prompts employees to change passwords in regular intervals of every 90 days. All PLG's computers, whether they are desktop or laptop computers, run a "screen timeout" application causing automatic system sign off when the system detects no activity for a period of sixty (60) minutes.

	Disposal of NPI PLG has defined and communicated to employees the types of data/information that falls into the NPI category. Any NPI data is disposed of accordingly. Paper records are disposed of by shredding. Small shredders are available throughout the office. Large, secure shredding bins provided by Door2Door Shredding, a document destruction service, can also be found in the office. When disposing of computers and portable storage devices, PLG uses a software application to erase/wipe clean the device. Disaster Management Plan for NPI PLG has a documented disaster management plan to help ensure adequate back-up, recovery and business continuation procedures. The plan also includes required procedures for notification and response to security incidents and breaches. The plan is called "Disaster Recovery Plan". PLG also maintains insurance coverage under a Standard General Liability Policy for such circumstances. The disaster management plan is reviewed on an annual basis by the Managing Partner and updated as appropriate. Security Practices of Independent Service Providers If independent service providers for PLG receive NPI from PLG, PLG shares this policy document with the service provider and/or conducts appropriate due diligence of the NPI security measures of the service provider before transmitting any NPI data. Service providers are aware they must notify PLG regarding NPI security breaches of NPI data that has been transmitted. If security breaches occur, proper notification is provided to consumers and law enforcement in accordance with PLG's privacy and information security program and disaster management plan.

Contact Officer	*Christopher B. Little, Managing Partner; Nancy Bradshaw, Office Manager*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment	*N/A*

Dates	
Date for Next Review	*December 2015*
Related References and Links	*Internal Company Policies:* • *Policies and procedures relating to privacy information are kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 3 (Privacy & Information Security)' sub-folder.* • *PLG's information security and disaster management plan are kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 3 (Privacy & Information Security)' sub-folder.* • *PLG's "Privacy Policy Notice" and "Acceptable Use Policy" documents are kept on the Parkway Law Group, LLC network drive so that employees may access it and utilize as necessary.*

PRIVACY POLICY

Title V of the Gramm-Leach-Bliley Act (enacted on November 12, 1999) generally prohibits any financial institution or insurance agency directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

"Non-public personal information" generally includes any personally identifiable financial information provided by a customer or consumer to a financial institution to obtain a financial product or service. In compliance with this Act, we are providing you with this document, which notifies you of the privacy policies and practices of Parkway Law Group LLC

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person by telephone or any other means;
- Information about your transactions we secure from our files, our affiliated companies, or others;
- Information we receive from a consumer reporting agency; and
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

WE DO NOT DISCLOSE ANY NONPUBLIC INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. We do not sell customer information.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We authorize access to an individual's information only to those who have a legitimate need to know in order to provide our products and services, or as required by law. Employees who have access to information about an individual are required to follow company procedures designed to keep that information secure and confidential. We maintain physical, electronic and procedural safeguards to protect information about individuals.

I hereby acknowledge that I have read, understand and received a copy of this notice.

______________________________ ______________________________

Signature - Signature -

Acceptable IT Use Policy

1.0 Overview
Parkway Law Group LLC's ("PLG") intentions for publishing an Acceptable IT Use Policy are not to impose restrictions that are contrary to PLG's established culture of openness, trust and integrity. PLG is committed to protecting PLG, PLG's employees, partners, clients and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of PLG. These systems are to be used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations. Please review Human Resources policies and other Best Practices documents for further details.

Effective security is a team effort involving the participation and support of every PLG employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2.0 Purpose
The purpose of this policy is to outline the acceptable use of computer equipment at PLG. These rules are in place to protect the clients, employees and PLG. Inappropriate use exposes PLG to risks including virus attacks, compromise of network systems and services, legal issues and possible compromise of Non-Public Personal Information ("NPI") with respect to persons and entities that deal with PLG, whether or not those persons and entities are clients of PLG.

3.0 Scope
This policy applies to employees, independent contractors, consultants, temporaries, and other workers at PLG, including all personnel affiliated with third parties. This policy applies to all equipment and software that is owned, licensed or leased by PLG or that may be used by PLG in some form whether or not there is a formal status of ownership, license or lease of the particular equipment or software.

4.0 Policy
4.1 General Use and Ownership
1. While PLG's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of PLG. Because of the need to protect PLG's network, management cannot guarantee the confidentiality of personal information stored by any employee on any network device belonging to PLG. For this reason and in order to enhance security, the storage of personal information on PLG equipment by employees is prohibited.
2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. As a general proposition, personal use is prohibited, but a department head (generally an attorney resident in the particular office) may make an exception for good cause upon request and explanation of the exact personal use proposed and the reason for it..
3. For security and network maintenance purposes, authorized individuals within PLG may monitor equipment, systems and network traffic at any time.
4. PLG reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

4.2 Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential, as defined by corporate confidentiality guidelines, details of which can be found in Human Resources policies. It should be noted, however, that because PLG is a law firm, almost all data, documents and other information maintained by PLG, except PLG's own financial information, is subject to the attorney-client privilege and must therefore be maintained at the highest state of confidentiality. As to PLG's own private financial data and other management information, all such data, documents and information are intended to be maintained in strict confidence and all employees must agree by signing a copy of this document that they will maintain all such information in strict confidence if they should become aware of any such information from any source.
2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly and user level passwords should be changed every six months. All passwords should have a minimum of 8 characters and contain at least one of each of the following type of characters: an upper case letter, a lower case letter, a number and one or more of the following symbols: !, #, $, %, &, and *.
3. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off (Ctrl-Alt-Del for Windows XP),or locking the machine when available (Windows 7) when the host will be unattended.
4. Because information contained on portable computers is especially vulnerable, special care should be exercised. Any laptops that may be used to remote in with the consent of Management, must follow the same password restrictions as set out above and will <u>never</u> be used to download documents, files or other data or information from the PLG network system. All laptops must first be submitted to PLG's IT company for analysis and for the installation of the same anti virus – anti malware and other similar protections afforded by the protection software that is installed and used in the PLG network as a whole.
5. Postings by employees from a PLG email address to newsgroups are strictly prohibited, unless any such posting is pre-approved by Management and deemed to be in the best interest of PLG.
6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code. If any employee opens any emails or attachments or downloads any data, advertisement or other materials from the Web and has the slightest suspicion that any form of adverse or dangerous software, virus, malware, Trojan horse of the like may be involved, Management will be informed immediately so that the suspect data, advertisement, email or other item may be analyzed and deleted, quarantined, or cleared as may be necessary or appropriate. DO NOT ATTEMPT TO DOWNLOAD ANY SOFTWARE FROM THE WEB. If you think that is necessary or desirable, a request must be sent to Management.
7. In the event any employee resigns or is terminated for any reason whatsoever, and the employee has a laptop computer or any other computer wherever located, the employee agrees to immediately make arrangements with PLG's IT company to have a complete review of said laptop or other computer for the sole objective of deleting, or copying off and then deleting, any proprietary, confidential or otherwise protected data or documents of PLG. Said IT company will be instructed to take all necessary actions that may be both reasonable and necessary not to delete or otherwise damage any software or data that legitimately belong to said terminated employee.

4.3. Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting network or production services).

Under no circumstances is an employee of PLG authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing PLG-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by PLG.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which PLG or the end user does not have an active license is strictly prohibited. <u>If you don't know, as first. Do not act and then ask!</u>
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network, server or workstation (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Plug-in and removable drives of any description including, but not limited to, flash drives, Thumb Drives, USB or eSata backup drives and any other device now or hereafter developed, sold or used that may have the capability to copy any of the software, data and documents maintained by PLG. Any violation of this provision is subject to immediate disciplinary action including dismissal.
6. Revealing your account password to others or allowing use of your account by others. This includes, but is not limited to, family and other household members when work is being done at home.
7. Using a PLG computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
8. Making fraudulent offers of products, items, or services originating from any PLG account.
9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties and specifically authorized by PLG in writing.
10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. Work duties for each position are specified in the PLG Company, Employee and Independent Contractor Manual.
11. Port scanning or security scanning is expressly prohibited unless prior notification to PLG is made and approved.
12. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
13. Circumventing user authentication or security of any host, network or account.
14. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
16. Providing information about, or lists of, PLG employees or clients or other sources of business to parties outside PLG.

Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.

3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within PLG's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by PLG or connected via PLG's network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

4.4. Blogging

1. Blogging by employees, whether using PLG's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of PLG's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate PLG's policy, is not detrimental to PLG's best interests, and does not interfere with an employee's regular work duties. Blogging from PLG's systems is also subject to monitoring. Blogging is prohibited using PLG's equipment.
2. Employees are prohibited from revealing any Company confidential or proprietary information, or trade secrets when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of PLG and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging or otherwise engaging in any conduct prohibited by PLG's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to PLG when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of PLG. Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, PLG's trademarks, logos and any other PLG intellectual property may also not be used in connection with any blogging activity

5.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term	**Definition**
Blogging	Writing a blog. A blog (short for weblog) is a personal online journal that is frequently updated and intended for general public consumption.
Spam	Unauthorized and/or unsolicited electronic mass mailings.

7.0 Revision History

7.1 01/07/14 Original Release

7.2 08/13/15 Revision – minor edits and expansion

THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO TX 78251

PARKWAY LAW GROUP LLC

1325 SATELLITE BLVD NW STE 1605

SUWANEE GA 30024

*2000265TE79150116 07947

IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. **YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY** SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

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PARKWAY LAW GROUP LLC

1325 SATELLITE BLVD NW STE 1605
SUWANEE GA 30024

THE HARTFORD

Policy Number: 65 SBA TE7915
Renewal Date: 07/01/15

Thank you for being a loyal customer of The Hartford.

 # 1: Your Hartford Policy
Enclosed are renewal documents for your policy, which is scheduled to renew on 07/01/15 . Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

 # 2: Your Business Insurance Coverage Checkup
Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the bill plan and deductible on your policy right for your business?

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:

- **Call toll free** (888) 242-1430 **, and select our renewal review service option any weekday from** 7 A.M. **to** 7 P.M. CST **and request your business insurance check-up.**
- **To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.**

 # 3: Servicing Your Needs
To login or register for our Online Business Service Center, go to www.thehartford.com/servicecenter where any time, day or night you can:

- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

 # 4: If You've Had A Loss or Accident... Report It Immediately
We want to help! Contact us as quickly as possible at 1-800-327-3636.

- Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of **USAA INSURANCE AGENCY INC/PHS** and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,
Your Hartford Team

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

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- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide ***how*** your payments are made ...

- **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- **Pay Online:** Register at **www.thehartford.com/servicecenter**. Online Bill Pay is Quick, Easy and Secure!
- **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- **Pay by Phone:** Call toll-free **1-866-467-8730.**

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.

THE HARTFORD

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PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

POLICY NUMBER: 65 SBA TE7915

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

$ $16.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
   a. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
   b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
   c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

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D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.

THE HARTFORD

LOSS REPORTING FOR THE USAA BUSINESS INSURANCE PROGRAM

When you have a claim, you want it resolved quickly. The Hartford's 24-hour loss reporting center, LossConnect, accelerates the process by taking the information from you directly over the phone...any time, day or night. LossConnect then electronically sends the information to the Hartford claim representative, who will investigate and resolve your claim quickly - so your overall costs can be reduced and you can get back to business.

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HOW TO REPORT A COMMERCIAL CLAIM

- Get the facts regarding the incident.
- Gather the information listed below to expedite the call.
- Call 24 hours a day, 365 days a year at **1-877-383-7020.**

Information you need before calling LossConnect

When reporting a loss, you will be asked questions regarding your insurance policy, as well as the date, time and type of loss. You may want to have your policy information available for easy reference. The more information you have at hand, the less time the call will take -- and the less need for follow-up.

The **three** most important pieces of information you should have before calling in your loss are your:

Account Number:	**34543**
Policy Number:	65 SBA TE7915
USAA Member #:	106298725

The LossConnect representative will also ask for the following information about the incident:

POLICY

- Policy number and limits

INJURED PARTY

- Location of accident/incident (city/state)
- Name and address of injured person(s)
- Type of injury/part of body
- Name and address of authorities contacted
- Name and address of witness
- Name and address of attorney

AUTO/PROPERTY DAMAGE

- Name, address and phone number of other party
- Auto - describe vehicle and damages
- Property - describe vehicle and damages
- Name and address of authorities contacted
- Name and address of witnesses

Losses should always be reported promptly, but please report serious accidents immediately even though all the information may not be readily available.

LossConnect

The only number Hartford customers need
to report Commercial Claims
1-877-383-7020

Form G-3260-1

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IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

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15 79 TE SBA

This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155

COMPANY CODE: A

THE HARTFORD

Policy Number: 65 SBA TE7915 DX

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: PARKWAY LAW GROUP LLC
(No., Street, Town, State, Zip Code)

1325 SATELLITE BLVD NW STE 1605
SUWANEE GA 30024
USAA #: 106298725

Policy Period: **From** 07/01/15 **To** 07/01/16 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS
Code: 812846

Previous Policy Number: 65 SBA TE7915

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $1,140

Countersigned by Susan L. Castaneda
Authorized Representative

05/05/15
Date

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Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

1325 SATELLITE BLVD STE 1605
SUWANEE GA 30024

Description of Business:
Lawyers & Law Firms

Deductible: $ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 54,700
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

 (CONTINUED ON NEXT PAGE)

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Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
STRETCH COVERAGES **FORM: SS 04 08** **THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.**	

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA TE7915

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

3655 NORTH POINT PARKWAY STE 110
ALPHARETTA GA 30005

Description of Business:
Lawyers & Law Firms

Deductible: $ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 54,700
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

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Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
STRETCH COVERAGES FORM: SS 04 08 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	

 (CONTINUED ON NEXT PAGE)

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS	LIMITS OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE COVERAGE INCLUDES THE FOLLOWING COVERAGE EXTENSIONS:	12 MONTHS ACTUAL LOSS SUSTAINED
ACTION OF CIVIL AUTHORITY:	30 DAYS
EXTENDED BUSINESS INCOME:	30 CONSECUTIVE DAYS
EQUIPMENT BREAKDOWN COVERAGE COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO: MECHANICAL BREAKDOWN, ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION	
THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS	
HAZARDOUS SUBSTANCES	$ 50,000
EXPEDITING EXPENSES	$ 50,000
MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY	
IDENTITY RECOVERY COVERAGE FORM SS 41 12	$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA TE7915

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	$4,000,000
GENERAL AGGREGATE	$4,000,000

BUSINESS LIABILITY OPTIONAL COVERAGES

UMBRELLA LIABILITY - SEE SCHEDULE ATTACHED

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Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 84 01 09 07	SS 01 04 10 14	SS 04 08 09 07	SS 04 19 04 09
SS 04 22 07 05	SS 04 30 07 05	SS 04 39 07 05	SS 04 41 04 09
SS 04 42 09 07	SS 04 44 07 05	SS 04 45 07 05	SS 04 46 09 14
SS 04 47 04 09	SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05
SS 41 12 12 07	SS 41 51 10 09	SS 41 62 06 11	SS 41 63 06 11
IH 10 01 09 86	SS 05 47 09 01	SS 50 38 10 03	SS 50 19 01 15
IH 99 40 04 09	IH 99 41 04 09	SX 80 01 06 97	SS 38 25 12 07
SS 83 76 01 15			

IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR
IH 12 00 11 85 ADDITIONAL INSURED - PERSON-ORGANIZATION

STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Coverage form SS 04 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 08 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Coverage	Limit
Accounts Receivable – On/Off-Premises	$ 25,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	$ 10,000
Computer Fraud	$ 5,000
Computers and Media	$ 10,000
Debris Removal	$ 25,000
Employee Dishonesty (including ERISA)	$ 10,000
Fine Arts	$ 10,000
Forgery	$ 10,000
Laptop Computers – World-Wide Coverage	$ 5,000
Off Premises Utility Services – Direct Damage	$ 10,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	$ 10,000
Property at Other Premises	$ 10,000
Salespersons' Samples	$ 1,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	$ 15,000
Temperature Change	$ 10,000
Tenant Building and Business Personal Property Coverage-Required by Lease	$ 20,000
Transit Property in the Care of Carriers for Hire	$ 10,000
Unauthorized Business Card Use	$ 2,500
Valuable Papers and Records – On/Off-Premises	$ 25,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	$1,000,000
Business Personal Property	$ 500,000
Business Income and Extra Expense	$ 500,000
Outdoor Property	$ 20,000 aggregate/ $1,000 per item
Personal Effects	$ 25,000
Property Off-Premises	$ 15,000

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The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	$ 25,000
Business Income Extension for Web Sites	$ 10,000/7 days
Business Income from Dependent Properties	$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

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COMMON POLICY CONDITIONS

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QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS
and
COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
         (a) Seasonal unoccupancy; or
         (b) Buildings in the course of construction, renovation or addition.

         Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
      (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
         (a) Have not started; and
         (b) Have not been contracted for,

         within 30 days of initial payment of loss.
      (3) The building has:
         (a) An outstanding order to vacate;
         (b) An outstanding demolition order; or
         (c) Been declared unsafe by governmental authority.
      (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
      (5) Failure to:
         (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
         (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
   c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

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Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

*3100265TE79150116 07963

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

I. Provisions **A.** through **D.** of this endorsement modify the **COMMON POLICY CONDITIONS**:

A. Paragraph **A.1.** of the **Cancellation Condition** is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and any such third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph **A.5.** of the **Cancellation Condition** is replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in **c.** below.

c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation Condition** and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or

2. Increase current policy premium by more than 15% (other than any increase due to

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change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Expect as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property, if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation Condition** and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date of cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons, or as permitted under applicable Georgia law:
   (a) Nonpayment of premium, whether payable to us or to our agent;
   (b) Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   (c) Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   (d) Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.
3. We may cancel by providing notice to the first named insured at least:
   (a.) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   (b.) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **2.(b)**, **(c)** or **(d)** above.

II. Provisions **E.** and **F.** of this endorsement modify the **STANDARD PROPERTY** and **SPECIAL PROPERTY COVERAGE FORM**:

E. The following exclusion and related provisions are added to paragraph **B.2 Exclusions**:

1. We will not pay for loss or damage arising out of any act committed:
   a. By or at the direction of any insured; and
   b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured, provided the loss:
   a. Is otherwise covered under this coverage part; and
   b. Arose out of an act of family violence by an insured, against whom a family violence complaint is brought for such act.
3. If we pay a claim pursuant to Paragraph **E.2.** our payment to the insured is limited to that insured's legal interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the applicable Limit of Insurance as stated in the Declarations.

F. With respect to Section **E.5. Loss Payment,** Subsection **(d)**, this policy covers only the cost of repair, rebuilding or replacement. Such cost does not include recovery of, and therefore this policy does not pay any compensation for, an actual or perceived reduction of the market value of any property. But if the property that has sustained loss or damage is subject to an endorsement which explicitly addresses the market value, then that endorsement will apply to such property in accordance with its terms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPERATURE CHANGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. We will pay for direct physical loss of or physical damage to "perishable stock" at the "scheduled premises" caused by or resulting from:

1. A change in temperature or humidity resulting from:

(a) Mechanical breakdown or failure of:

(1) Stationary heating plants; or

(2) Refrigerating, cooling or humidity control apparatus or equipment;

But only while such plants, equipment or apparatus are at the "scheduled premises".

(b) Complete or partial failure of electric power, either on or away from your "scheduled premises". Such failure of power must be due to conditions beyond your control; or

2. Contamination by a refrigerant.

B. SELLING PRICE

We will determine the value of finished "perishable stock" in the event of direct physical loss or physical damage at the selling price, as if no physical loss or physical damage had occurred less discounts and expenses you otherwise would have had.

C. We will not pay for direct physical loss of or physical damage to "perishable stock" located:

1. On buildings;

2. In the open; or

3. In vehicles, other than trailers used for storage located within 1000 feet of the "scheduled premises'.

D. EXCLUSIONS

1. The following exclusions under SECTION **B** - EXCLUSIONS are deleted:

(a) Ordinance or Law;

(b) Power Failure; and

(c) Mechanical Breakdown in the Standard Property Coverage Form.

2. The following exclusions are added:

We will not pay for direct physical loss or physical damage caused by or resulting from:

(a) The disconnecting of any of the following systems from the source of power:

(1) Refrigerating;

(2) Cooling; or

(3) Humidity control.

(b) The loss of electrical power caused by the shutting off of any switch or other device used to control the flow of electric power or current.

(c) The inability of an electrical utility company, your stationary heating plant or any other power source to provide sufficient heat or power due to:

(1) Lack of fuel;

(2) Lack of capacity to make enough heat or power; or

(3) Order of the government.

(d) Breaking of any glass that is a permanent part of a refrigerating, cooling or humidity control unit.

E. DEDUCTIBLE

We will not pay for loss in any one occurrence unless the amount of loss exceeds the deductible stated in paragraph **D.5.** of the Standard Property Coverage Form or **D.5.** of the Special Property Coverage Form., unless a different deductible is stated in the

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Declarations for Temperature Change. We will then pay the amount of loss in excess of the deductible, up to the Limit of Insurance.

F. LIMIT OF INSURANCE

The most we will pay for direct physical loss or physical damage in any one occurrence is the Limit of Insurance for Temperature Change shown in the Declarations.

G. ADDITIONAL CONDITIONS

1. We will pay for direct physical loss or physical damage under this Optional Coverage only when:
   (a) Such physical loss or physical damage is not covered elsewhere in this policy or any other policy that insures the "perishable stock" at the "scheduled premises"; and
   (b) This Temperature Change coverage is shown as a specific item of insurance in the Declarations.
2. In the event of physical loss or physical damage, none of the other coverages under this policy or any other policy will share in its payment unless the provisions of the policy are similar to the provisions of this Optional Coverage.
3. We will not pay more than the Limit of Insurance shown in the Declarations for the Temperature Change.

H. ADDITIONAL DEFINITIONS

For the purpose of this insurance:

1. "Mechanical breakdown" means:
   (a) Breaking or separation of any mechanical part(s) other than gas pipes or lines; or
   (b) Burning out of any electrical motor servicing such unit; and

   requiring replacement of the damaged parts to become functional.

   But "mechanical breakdown" does not mean faulty operation or failure of equipment which results in temperature change but does not require replacement of broken parts.

   We will not pay for direct physical loss or physical damage to "perishable stock" caused by such faulty operation or failure of equipment.
2. "Perishable stock" means personal property:
   (a) Maintained under controlled conditions for its preservation; and
   (b) Susceptible to direct physical loss or physical damage if the controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT- AUTOMATIC INCREASE REVISION

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM

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Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. Paragraph **C.5 Building Limit-Automatic Increase** of the **SPECIAL PROPERTY COVERAGE FORM** or **STANDARD PROPERTY COVERAGE FORM** is deleted.

B. The following is added to **Additional Coverages,** paragraph **A.5** of the **SPECIAL PROPERTY COVERAGE FORM** or paragraph **A.4.** of the **STANDARD PROPERTY COVERAGE FORM**:

Building Limit - Automatic Increase

a. If the covered loss or damage to Building property at a "scheduled premises" exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance available for the covered loss or damage in that occurrence will automatically increase by up to 8%.

b. The amount of increase will be:

(1) The Limit of Insurance for Buildings that applied on the most recent of the policy inception date, policy anniversary date, or the date of any other policy change amending the Building limit, multiplied by

(2) The 8% annualized percentage of Automatic Increase, expressed as a decimal (08), multiplied by

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance for Buildings, divided by 365.

Example:

The applicable Limit of Insurance for Buildings is $100,000. The automatic increase percentage is 8%. The number of days since the beginning of the policy period (or last policy change) is 146.

The amount of increase is:

$100,000 X .08 X 146 divided by 365 = $3,200

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILTY PROVISIONS

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses, as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses, attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA), exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Pollution Exclusion, Nuclear Hazard Exclusion and the War And Military Action Exclusion.

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POLICY NUMBER: 65 SBA TE7915

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

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CORNERSTONE REAL ESTATE ADVISORS
TRANSWESTERN COMMERCIAL SERVICES, GA
150 S WACKER DR STE 350
CHICAGO, IL 60606

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THE HARTFORD

U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

THE HARTFORD

Named Insured: **PARKWAY LAW GROUP LLC**

Policy Number: 65 SBA TE7915

Effective Date: 07/01/15 Expiration Date: 07/01/16

Company Name: SENTINEL INSURANCE COMPANY, LIMITED

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

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Insurer: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155

This Declarations Page, with Umbrella Liability Provisions and Endorsements, if any, issued to form a part thereof, shall together constitute this Umbrella Liability Supplemental Contract, which in turn forms a part of Policy Number shown below.

None of the provisions of the policy to which this Supplemental Contract is attached applies to the Umbrella Liability Insurance provided hereunder.

Wherever the word "policy" appears in this form or in endorsements attached to or made a part of this Supplemental Contract, it means "Supplemental Contract".

POLICY NUMBER: 65 SBA TE7915

DECLARATIONS

Named Insured and Mailing Address: PARKWAY LAW GROUP LLC

1325 SATELLITE BLVD NW STE 1605
SUWANEE GA 30024

Policy Period **From:** 07/01/15 **To:** 07/01/16
12:01 A.M., Standard time at the address of the named insured as stated herein.

Premium **$ INCLUDED** ADVANCE PREMIUM

Self Insured Retention $10,000 each occurrence

The Limits of Insurance subject to all the terms of this policy that apply are:

Each Occurrence	$ 1,000,000	Products-Completed Operations Aggregate Limit	$ 1,000,000
General Aggregate Limit (Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)	$ 1,000,000	Bodily Injury By Disease Aggregate Limit	$ 1,000,000

Schedule of Underlying Insurance Policies
See Attached "Extension Schedule of Underlying Insurance Policies"

Form Numbers of Forms and Endorsements that apply.

SX80041008	SX80020405	SX02091008	SX21030401
SX21040697	SX21050697	SX21720401	SX21771206
SX21821008	SX24330610		

Countersigned by Susan L. Castaneda
Authorized Representative

05/05/15
Date

Form SX 80 01 06 97 T Printed in U.S.A. (NS)
Process Date: 05/05/15 **Policy Expiration Date:** 07/01/16

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

65 SBA TE7915 07/01/15 TO 07/01/16

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined $2,000,000 each occurrence $4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
( ) Hired Auto and Non-Owned Auto	Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability
( ) Non-Owned Automobiles	each accident Bodily Injury and Property Damage
( ) Hired Automobiles	Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C.

( ) Employer's Liability	each accident* each employee by disease* total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

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EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 65 SBA TE7915

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 65 SBA TE7915 DX ORIGINAL

Named Insured and Mailing Address; PARKWAY LAW GROUP LLC

1325 SATELLITE BLVD NW STE 1605
SUWANEE GA 30024

Policy Change Effective Date: 07/01/15 **Effective hour is the same as stated in the Declarations Page of the Policy.**

Policy Change Number: 001

Agent Name: USAA INSURANCE AGENCY INC/PHS
Code: 812846

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE: $154.00
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF: $3.00

RATES AND PREMIUMS ARE CHANGED.

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

 (CONTINUED ON NEXT PAGE)

POLICY CHANGE (Continued)

Policy Number: 65 SBA TE7915

Policy Change Number: 001

LOCATION 003 BUILDING 001 IS ADDED

200 GALLERIA PARKWAY SE STE 1805
ATLANTA, GA. 30339

Lawyers & Law Firms

DEDUCTIBLE: $500

BUSINESS PERSONAL PROPERTY
LIMIT OF INSURANCE: $5,000
REPLACEMENT COST COVERAGE APPLIES

MONEY AND SECURITIES
LIMIT OF INSURANCE: $10,000 INSIDE THE PREMISES
$5,000 OUTSIDE THE PREMISES

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION:

STRETCH COVERAGES APPLIES: FORM SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.
LOCATION 003 BUILDING 001
MANAGER/LESSOR: SEE FORM IH 12 00

PERSON/ORGANIZATION: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - MANAGER/LESSOR

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

POLICY NUMBER: 65 SBA TE7915

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

*1000265TE79150216 08914

CORNERSTONE REAL ESTATE ADVISORS
TRANSWESTERN COMMERCIAL SERVICES, GA
150 S WACKER DR STE 350
CHICAGO, IL 60606

LOC 003 BLDG 001
KATZ LITIGATION GROUP, LLC
200 GALLERIA PARKWAY SE, SUITE 1805
ATLANTA, GA 30339

POLICY NUMBER: 65 SBA TE7915

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

*1000265TE79150216 08915

200 GALLERIA
C/O TRANSWESTERN
200 GALLERIA PARKWAY, SUITE 300
ATLANTA, GA 30339

*1000265TE79150416 08501

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 65 SBA TE7915 DX ORIGINAL

Named Insured and Mailing Address; PARKWAY LAW GROUP LLC

1325 SATELLITE BLVD NW STE 1605
SUWANEE GA 30024

Policy Change Effective Date: 07/14/15 **Effective hour is the same as stated in the Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: USAA INSURANCE AGENCY INC/PHS
Code: 812846

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE: $378.00
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF: $8.00

RATES AND PREMIUMS ARE CHANGED.

PRO RATA FACTOR: 0.967

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

 (CONTINUED ON NEXT PAGE)

POLICY CHANGE (Continued)

Policy Number: 65 SBA TE7915

Policy Change Number: 002

LOCATION 004 BUILDING 001 IS ADDED

1735 N BROWN RD STE 180
LAWRENCEVILLE, GA. 30043

Lawyers & Law Firms

DEDUCTIBLE: $500

BUSINESS PERSONAL PROPERTY
LIMIT OF INSURANCE: $54,700
REPLACEMENT COST COVERAGE APPLIES

MONEY AND SECURITIES
LIMIT OF INSURANCE: $10,000 INSIDE THE PREMISES
$5,000 OUTSIDE THE PREMISES

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION:

STRETCH COVERAGES APPLIES: FORM SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.
LOCATION 004 BUILDING 001
MANAGER/LESSOR: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - MANAGER/LESSOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

*1000265TE79150416 08502

CORNERSTONE REAL ESTATE ADVISORS
TRANSWESTERN COMMERCIAL SERVICES, GA
150 S WACKER DR STE 350
CHICAGO, IL 60606

LOC 003 BLDG 001
KATZ LITIGATION GROUP, LLC
200 GALLERIA PARKWAY SE, SUITE 1805
ATLANTA, GA 30339

LINCOLIN PROPERTY COMPANY COMMERCIAL
INC AS AGENT FOR BRE/COH GA LLC
BRE/COS 1 LLC, BRE/COS 2 LLC
1745 N BROWN RD STE 190
LAWRENCEVILLE, GA 30043
RE: 1735 N BROWN RD STE 180, LAWRENCEVILLE, GA 30043

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 65 SBA TE7915 DX ORIGINAL

Named Insured and Mailing Address; PARKWAY LAW GROUP LLC

1735 N BROWN RD STE 180
LAWRENCEVILLE GA 30043

Policy Change Effective Date: 07/14/15 **Effective hour is the same as stated in the Declarations Page of the Policy.**

Policy Change Number: 003

Agent Name: USAA INSURANCE AGENCY INC/PHS
Code: 812846

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

MAILING ADDRESS IS CHANGED TO READ: 1735 N BROWN RD STE 180
LAWRENCEVILLE, GWINNETT
GA. 30043

PRO RATA FACTOR: 0.967

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

*1000265TE79150616 08543

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 65 SBA TE7915 DX ORIGINAL

Named Insured and Mailing Address; PARKWAY LAW GROUP LLC

1735 N BROWN RD STE 180
LAWRENCEVILLE GA 30043

Policy Change Effective Date: 07/21/15 **Effective hour is the same as stated in the Declarations Page of the Policy.**

Policy Change Number: 004

Agent Name: USAA INSURANCE AGENCY INC/PHS
Code: 812846

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

RETURN PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE:	$323.00
*INCLUDES RETURN TERRORISM PREMIUM OF:	$7.00

RATES AND PREMIUMS ARE CHANGED.

PRO RATA FACTOR: 0.948

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

 (CONTINUED ON NEXT PAGE)

POLICY CHANGE (Continued)

Policy Number: 65 SBA TE7915

Policy Change Number: 004

LOCATION 001 BUILDING 001 IS DELETED

1325 SATELLITE BLVD STE 1605
SUWANEE, GA. 30024

DEDUCTIBLE: $500

BUSINESS PERSONAL PROPERTY
LIMIT OF INSURANCE: $54,700
REPLACEMENT COST COVERAGE IS DELETED

MONEY AND SECURITIES
LIMIT OF INSURANCE: $10,000 INSIDE THE PREMISES
$5,000 OUTSIDE THE PREMISES

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION:

STRETCH COVERAGES ARE DELETED: FORM SS 04 08

Parkway Law

Policies and Procedures
Professional Liability Insurance

Purpose	Document procedures for review of professional liability coverage (errors and omissions insurance, fidelity and surety bond) and so that Parkway Law Group, LLC has financial capacity to cover its professional services obligations.
Scope	These policies and procedures are for all of Parkway Law Group, LLC ("PLG") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	PLG is required to maintain errors and omissions/legal malpractice insurance. The Office Manager is responsible for tracking and renewing each insurance coverage. PLG furnishes copies of all the insurance policies to underwriter(s), lenders and whoever else may request information including all endorsements, and proof of payment of the current premium. Professional Liability Insurance Coverage - Errors and Omissions PLG carries professional liability insurance for errors and omissions in accordance with PLG's contractual obligations in the amount of at least $1,000,000 issued by Maxum Specialty Insurance, a company acceptable to our title insurance underwriter. This comprehensive liability policy has a deductible of no more than $10,000 per loss. When requested by the customer or required by state regulation, PLG will issue an insurer's Closing Protection Letter ("CPL") in connection with the settlement funds and issuance of a title insurance policy. This CPL will be issued via the insurer's automated Closing Protection Letter system. When required by state regulation PLG will set aside funds in a statutory indemnity fund to cover fidelity losses not otherwise covered by the protections

	afforded by the insurer.

Contact Officer	*Nancy Bradshaw, Office Manager*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment Dates	*N/A*
Date for Next Review	*December, 2015*
Related References and Links	• *Insurance information is kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 6 (Professional Liability Insurance)' sub-folder.* • *Policy copies are attached.*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009 | T: 770.475.6199

November 25, 2015

To Whom it May Concern:

Pursuant to your request, we have reviewed the Lawyers Professional Liability Insurance Policy, effective July 22, 2015 issued by Maxum Indemnity Company for Parkway Law Group, LLC.

This letter will confirm that the amount of the Professional Liability Insurance is acceptable to Old Republic National Title Insurance Company and meets the requirements of the Agency Agreement.

Please contact me if you need additional information.

Very truly yours,
Old Republic National Title
Insurance Company

Timothy S. Minors

By: Timothy S. Minors
Vice President
Georgia State Counsel

Insurance Policy for:

Parkway Law Group, LLC

Maxum Indemnity Company
3655 North Point Parkway,
Suite 500
Alpharetta, Georgia 30005
Telephone: 678 597 4500
Fax: 678 597 4501

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LAWYERS PROFESSIONAL LIABILITY INSURANCE

DECLARATIONS

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF LIABILITY.

POLICY NUMBER: PFP-6024676-02

MAXUM INDEMNITY COMPANY 3655 North Point Parkway, Suite 500 Alpharetta, Georgia 30005	PRODUCER: Founders Professional, LLC (St. Petersburg, FL) 147 2nd Avenue South, Suite 203 St. Petersburg, FL 33701

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
Parkway Law Group, LLC
1325 Satellite Blvd., Sutie 1605
Suwanee, GA 30024

ITEM 2. POLICY PERIOD:	FROM 7/22/2015 TO 7/22/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
ITEM 3. PROFESSIONAL SERVICES:	Lawyer
ITEM 4. LIMITS OF INSURANCE:	
A. Each Claim Limit of Liability	$1,000,000
B. Annual Aggregate	$1,000,000
ITEM 5. RETROACTIVE DATE:	Coverage for this insurance does not apply to any negligent act, error, or omission which occur before the RetroActive Date shown here: 6/1/2007
ITEM 6. DEDUCTIBLE:	$10,000 Per Claim
ITEM 7. PREMIUM:	$26,000
ITEM 8. EXTENDED REPORTING PERIOD:	See attached E1088 form.

ITEM 9. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:
See attached E849 Forms and Endorsement Schedule.

F. Marshall Turner II

Countersigned: 6/30/2015

AUTHORIZED REPRESENTATIVE

This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, O.C.G.A. Chapter 35-5. Total Premium: $27,092.00 Tax: $1,042.00 Fee: $50.00

Robert Hansen

Specialty Insurance Group

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NAMED INSURED: Parkway Law Group, LLC

POLICY NUMBER: PFP-6024676-02

POLICY PERIOD: 7/22/2015 - 7/22/2016

FORMS AND ENDORSEMENTS SCHEDULE

FORMS/ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:		
PJ09	1/1/2013	Policy Jacket
E048	1/2/2003	Minimum Earned Premium
E053	1/1/2009	Nuclear Energy Liability Exclusion
E084	4/1/2009	Service of Suit
E134	1/2/2003	General Change Endorsement
E754	3/1/2008	Exclusion - War/Terrorism
E849	3/1/2010	Forms and Endorsements Schedule
E1087	1/1/2013	Prior And Pending Litigation Exclusion
E1088	1/1/2013	Extended Reporting Period Options Endorsement
E1099	1/1/2013	Disciplinary Proceeding Coverage
MISC001	6/1/2012	Claims Reporting

FORMS/ENDORSEMENTS APPLICABLE TO PROFESSIONAL COVERAGE PART:		
DECPROLWYRCM	1/1/2013	Lawyers Professional (claims-made) Liability
CF050	1/1/2013	Lawyers Professional Liability Coverage Form

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LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM

TABLE OF CONTENTS

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LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY WHICH PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE CLAIMS THAT OCCUR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST YOU AND REPORTED TO US WHILE THIS POLICY IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED AS "CLAIMS EXPENSE" AND "CLAIMS EXPENSE" SHALL BE APPLIED TO THE DEDUCTIBLE.

PROVISIONS

Read the entire Policy carefully.

Throughout this Policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations, and any other person or organization qualifying as a "Named Insured" under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of payment of the premium, and in reliance upon the statements made in the Application and its attachments and any materials submitted with the Application, all of which are made a part of this Policy, and subject to the Declarations and all of the terms and conditions of this Policy, including any endorsement to it, we agree with you as follows:

SECTION I – COVERAGE

A. Insuring Agreement

We shall pay on behalf of the "Insured" those sums in excess of the deductible the "Insured" becomes legally obligated to pay as "Damages" and "Claims Expenses" as a result of a "Claim" first made against the "Insured" and reported to us in writing during the "Policy Period" or "Extended Reporting Period", by reason of a "Wrongful Act" in the performance of or failure to perform "Professional Services" by the "Insured". The "Wrongful Acts" must have been committed on or subsequent to the "Retroactive Date" specified in the Declarations and before the end of the "Policy Period".

B. Defense and Settlement

We shall have the right and duty to defend any covered "Claim" made against the "Insured" even if the "Claim" is groundless, false or fraudulent. However, we shall have no duty to defend the "Insured" against any "Claim" seeking "Damages" to which this insurance does not apply. You shall not admit or assume liability, settle or negotiate to settle any "Claim," or incur any "Claims Expenses" without our prior written consent. We shall have the right to appoint counsel, make any investigation and defend any "Claim" as we deem necessary.

We shall not settle any "Claim" without the consent of the "Insured", which consent shall not be unreasonably withheld. If, however, the "Insured" refuses to consent to any settlement recommended by us and acceptable to the claimant, then our liability for "Damages" and "Claim Expenses" relating to that "Claim" shall not exceed the amount for which the "Claim" could have been settled plus all "Claim Expenses" incurred up to the time we made its recommendation.

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If the “Insured” refuses to settle, once the total “Claims Expenses” equal the amount for which the “Claim” could have been settled plus all “Claim Expenses” incurred up to the time we made its recommendations, we shall have the right to withdraw from the further investigations and defense thereof by tendering control of such investigation or defense to the “Insured” and the “Insured” agrees, as a condition of the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

“Claims Expenses” are a part of and not in addition to the Limit of Liability. The payment by us of “Claims Expenses” reduces the applicable Limit of Liability.

SECTION II – DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

A. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your products or services for the purpose of attracting customers or supporters. For the purposes of this definition, “Advertisement” includes but is not limited to:

1. a notice that is published including material placed on the internet or on similar electronic means of communication; and

2. with respect to a web site, only that part of the web site that is about your products or services for the purposes of attracting customers or supporters is considered an “advertisement”.

B. “Bodily Injury” means injury to the body, sickness or disease, including death resulting from such injuries. “Bodily Injury” also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

C. “Claim” means a written demand for monetary damages arising out of or resulting from the performance of or failure to perform “Professional Services”.

D. “Claims Expenses” means:

1. attorney’s fees, expert witness fees and other reasonable fees and costs paid by us or by you with our prior written consent, in the investigation and defense of covered “Claims”;

2. reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a “Claim”, including the cost of appeal bonds; however, we shall not be obligated to apply for or furnish appeal bonds on your behalf.

“Claims Expenses” does not include wages, salaries or costs associated with employees or officials of the “Named Insured”.

All “Claims Expenses” are a part of and subject to the Limit of Liability and Deductible and shall not be considered sums payable in addition thereto.

E. “Damages” means any compensatory amount which you become legally obligated to pay as a result of a covered “Claim”, including judgments, awards and settlements.

“Damages” shall not include:

1. civil or criminal fines, penalties, sanctions, whether pursuant to law, statute, regulation or court rule;

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2. punitive and exemplary damages and the multiplied portion of multiplied damages;

3. any matter, sum or award that is uninsurable under the law;

4. the cost to comply with any injunctive or other non-monetary or declaratory relief; or

5. the return, withdrawal, reduction, restitution or payment of any fees, profits or charges for services or consideration, or any expenses paid to the “Insured” for services or goods.

F. “Disciplinary Proceeding” means any proceeding by a regulatory or disciplinary official or agency to investigate charges made by a client or former client alleging professional misconduct in performing or failing to perform “Professional Services”.

G. “Insured” means the “Named Insured” and:

1. any past, present or future principal, partner, officer, director, stockholder, trustee or employee of the “Named Insured” but only with respect to “Professional Services” performed on behalf of the “Named Insured”;

2. independent contractors who are natural persons, or any temporary or leased personnel but only while acting under your direct supervision and on behalf of the “Named Insured”;

3. the estate, heirs, executors, administrators or legal representatives of any “Insured” described in subpart **1.** or **2.** above in the event of such “Insured’s” death, incapacity, insolvency or bankruptcy but only to the extent that such “Insured” would otherwise be provided coverage under this policy;

4. any “Predecessor Firm”;

5. any “Subsidiary”; or

6. any “Of Counsel”

H. “Named Insured” means the entity or person specified in Item 1. of the Declarations.

I. “Of Counsel” means any lawyer, Professional Corporation, Limited Liability Professional Corporation or any lawyer who is an employee of such professional corporation or limited liability professional corporation who is specifically identified on the application for this policy as “Of Counsel”, but solely for “Professional Services” performed or failed to be performed on behalf of the “Named Insured”.

J. “Personal Injury” means:

1. false arrest, detention or imprisonment, or malicious prosecution;

2. wrongful entry or eviction or other invasion of private occupancy; or

3. the publication or utterance of a libel or slander or other defamatory or disparaging material or a publication or utterance in violation of an individual’s right of privacy.

K. “Policy Period” means the period of time shown in Item 2. of the Declarations.

L. “Predecessor Firm” means any law firm or professional legal corporation to which you have become the majority successor in interest of its assets and liabilities, and of which you have retained 50% or more of the attorneys.

M. “Professional Services” means those services performed by the “Insured” for others:

1. as a lawyer, notary public or title agent;

2. as an arbitrator, mediator or similar neutral;

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3. as an administrator, executor, conservator, receiver, guardian, escrow agent, trustee, or in any similar fiduciary capacity provided such services are performed in your capacity as a lawyer; or

4. as a member of a formal accreditation, ethics, peer review, licensing board, standards review board, bar association, or similar board or committee, but solely while performing services as a lawyer.

N. "Property Damage" means any injury to or loss or destruction of tangible property, including the loss of use thereof.

O. "Related Wrongful Acts" means all "Wrongful Acts" that have as a common nexus any fact circumstance, situation, event, transaction cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

P. "Retroactive Date" means the date specified in Item 5. of the Declarations.

Q. "Subsidiary" means any entity in which the "Named Insured" owns either directly or indirectly 50% or more of the outstanding voting stock.

R. "Wrongful Act" means any actual or alleged act, error, omission, "Personal Injury", neglect or breach of duty in the performing of or failure to perform "Professional Services".

SECTION III - EXCLUSIONS

This Policy does not apply to any "Claim" against the "Insured":

A. Based on or directly or indirectly arising out of:

1. any "Professional Services" performed and those services that should have been performed or were omitted prior to the effective date of the Policy if any "Insured" knew or could have reasonably foreseen that the "Professional Services" could give rise to a "Claim";
2. any common fact, circumstance, transaction advice or decision involved in a "Professional Service" reported as a claim or potential claim under any prior Policy; or
3. any "Claim", suit, act, error or omission disclosed in the application for this Policy;

B. Based on or directly or indirectly arising from an "Insured's" performing "Professional Services" for:

1. any other "Insured" under the Policy;
2. any firm, organization, entity or trust not named in the Declarations in which any "Insured"
   - **a.** has or had more than 5% ownership interest,
   - **b.** is or was a director, officer, partner, principal shareholder or employee, or
   - **c.** at any time managed, operated or exercised direct or indirect control;

C. Based on or directly or indirectly arising out of the rights or duties under any contract or agreement relating to payment of or division of any fees or fee apportionment between the "Insured" and any lawyer;

D. Based on or directly or indirectly arising out of the rights or duties under any agreement relating to disputes over fees for services; provided however that we shall defend such allegations against the "Insured" if it involves a "Claim" otherwise covered under the Policy, until final adjudication;

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E. Based on or directly or indirectly arising out of liability assumed by any “Insured” under any contact or agreement unless such liability would have attached to the “Insured” even in the absence of such contract or agreement;

F. Based on or directly or indirectly arising out of any actual or alleged “bodily injury” to or sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

G. Based on or directly or indirectly arising out of the “Insured’s” services or capacity as an accountant or an agent or broker of real estate, securities, investments or insurance, or any tax liability;

H. Based on or directly or indirectly arising out of:

  1. Registering, qualifying or reporting under:

    a. the Securities Act of 1933

    b. the Securities Exchange Act of 1934

    c. the Investment Company Act of 1940

    d. the Public Utility Holding Company Act of 1935

    e. state Blue Sky laws, or

    f. any other law governing the registration of, issuance of, or any transaction involving securities.

  2. Private placement of private securities, limited partnerships, syndicates of any kind or real estate investment trusts;

I. Based on or directly or indirectly arising out of or resulting from any act, error, or omission of an individual or entity with whom the “Insured” shares common office space or common office facilities who is not an “Insured” under this Policy;

J. Based on or directly or indirectly arising out of or resulting from any “Insured’s” activities including acts performed in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto; except if the “Insured” is deemed to be a fiduciary solely by reason of legal advice performed with respect to any employee benefit plan;

K. Based on or directly or indirectly arising out of or resulting from the notarization of a signature without the physical appearance of the signatory before the “Insured”;

L. Based on or directly or indirectly arising out of or resulting from any “Insured’s” capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof unless the “Insured” is deemed an employee solely by virtue of rendering legal services to such governmental body, the remuneration for which services inures to the benefit of an “Insured”;

M. Based on or directly or indirectly arising out of or resulting from any conspiracy, intentional breach of contract, intentional interference with rights or obligations, assault, battery, trespass or violations of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 USC Sections 1961 et seq.;

N. Based on or directly or indirectly arising out of or resulting from:

  1. any act committed with knowledge of its wrongful nature or with the intent to cause damage;

  2. the gaining by the “Insured” of any personal profit, gain or advantage to which the “Insured” is not legally entitled; provided however that we shall defend such allegations against the “Insured” if it involves a “Claim” otherwise covered under the Policy, until final adjudication;

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3. any criminal, fraudulent, or dishonest act; provided however that we shall defend such allegations against the "Insured" if it involves a "Claim" otherwise covered under the Policy, until final adjudication; or

4. judgments or awards arising from acts or omissions deemed uninsurable by law;

Provided however if coverage under this Policy would be excluded because of paragraphs **2.** or **3.** above, the coverage otherwise afforded by this policy shall continue to apply to the "Named Insured" and to any individual "Insured" who neither committed, personally knew of or acquiesced in, nor was adjudged liable for such fraudulent, dishonest or criminal action or omission or such gaining of such improper personal profit, gain or advantage;

O. Initiated by any regulatory authority or administrative actions brought by a federal, state or local governmental entity;

P. Relating in whole or in part to the dissolution of the firm;

Q. Based on or directly or indirectly arising out of or resulting from actual or alleged infringement of patent, copyright, trademark, service mark, trade dress, slogan or trade name in your "Advertisement" or allegations of unfair competition;

R. Based on or directly or indirectly arising out of or resulting from any "Claim" based on unauthorized access to the "Insured's" electronic data processing system;

S. Based on or directly or indirectly arising out of any "Disciplinary Proceeding";

T. Based on directly or indirectly arising out of or resulting from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any bacteria, rot, mold, mildew, fungi or virus on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product, including but not limited to EFIS or the presence, discharge of infiltration of moisture, water, vapors or other liquid, contributed concurrently or in any sequence to such injury or damage, and any loss, cost or expenses arising out of neutralizing or disposing of, or in any way responding to or assessing, the effects of any bacteria, rot, mold, mildew, fungi or virus, by any "Insured" or by any other person entity; or

U. Based upon or arising out of or resulting from discrimination by any "Insured" on the basis of age, color, race, sex, creed, national origin, marital status, sexual orientation, handicap status, disability or any other protected category under applicable law.

SECTION IV – LIMIT OF LIABILITY

A. Our maximum liability for all "Damages" and "Claims Expenses" resulting from each "Claim" covered under this Policy shall not exceed the amount stated in the Declarations as LIMIT OF LIABILITY – EACH "CLAIM". Our maximum aggregate liability for all "Damages" and "Claims Expenses" resulting from all "Claims" covered by this Policy shall be the aggregate limit of liability stated in the Declarations as LIMIT OF LIABILITY – AGGREGATE.

B. All "Claims" alleging, based upon, arising out of or attributable to the same "Wrongful Act" and "Related Wrongful Acts" shall be deemed to be a single "Claim" regardless of whether made against one or more "Insured" and such "Claim" shall be deemed first made on the date the earliest of such "Claims" is first made even if such date is before the "Policy Period". Two or more "Claims" or suits arising out of the same, related or continuous "Professional Services" shall be considered a single "Claim".

C. The number of "Insureds" covered by the Policy shall not operate to increase the Limit of Liability.

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D. If two or more Polices of insurance issued by us apply to the same “Claim” or “Claims” for which any “Insured” is legally liable, we shall not be liable under this Policy for more than the Limit of Liability of that Policy issued by us which has the highest applicable Limit of Liability. If the Limit of Liability on each Policy is the same, only one limit will apply.

SECTION V – DEDUCTIBLE

We shall only be liable for those amounts payable as “Damages” and/or “Claims Expenses” which are in excess of the applicable deductible stated in the Declarations. The “Deductible” shall apply separately to each “Claim” and shall be paid by you. You shall promptly make direct payments within the deductible to the appropriate parties as designated by us. We shall have no obligation to make payments within the deductible and then seek reimbursement from you.

SECTION VI - TERRITORY

This Policy only applies to “Claims” which are brought in the United States, its territories or possessions, Puerto Rico or Canada.

SECTION VII – CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the “Insured” or of the “Insured’s” estate will not relieve us of our obligations under this Policy.

B. Notice of “Claims”, or Potential “Claims”

Notice of an Actual “Claim”

As a condition precedent to our obligations under this Policy, you shall give written notice to us as soon as practicable, but in no event later than 60 days after the end of the “Policy Period” of any “Claim” made against you. You shall immediately forward to us every demand, notice, summons or other process or pleading received by you or your representative. You will not, except at your own cost, voluntarily make any payment, assume any obligation, or incur any expense. There is no coverage under this Policy for any such payment, obligation or expense.

Notice of a Potential “Claim”

If during the “Policy Period” the “Insured” shall become aware of any “Wrongful Act” that may reasonably be expected to be the basis of a “Claim” against the “Insured” and if the “Insured” shall during the “Policy Period” give written notice to the Company of such “Wrongful Act” and the reason for anticipating a “Claim”, including but not limited to the:

1. specific “Wrongful Act”,
2. “Damages” which have or may result from such “Wrongful Act”, and
3. circumstances by which the “Insured” first became aware of such “Wrongful Act”

then any such “Claim” that may subsequently be made against the “Insured” arising out of such “Wrongful Act” shall be deemed for the purposes of this insurance to have been made during the “Policy Period”.

C. Assistance and Cooperation

You shall cooperate with us and provide us with all information and assistance which we reasonably request including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence and conducting the defense of any “Claim” covered by this Policy. You shall do nothing that may prejudice our position.

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D. Legal Action Against Us

No person or organization has a right under this Policy to join us as a party or otherwise bring us into a suit asking for "Damages" from an "Insured".

No action shall be brought against us, unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and the amount of your obligation to pay shall have been fully determined either by judgment against you after actual trial and appeal or by written agreement between you, the claimant and us.

E. Other Insurance

This Policy shall be excess over any other valid and collectible insurance, self-insurance or indemnification available to you, whether such other insurance or indemnification is stated to be primary, contributory, excess, contingent, self insurance or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability of this Policy.

F. Representations

By accepting this Policy, you agree:

1. the statements in the Declarations and Application are accurate and complete;

2. those statements are based upon representations you made to us; and

3. we have issued this Policy in reliance upon your representations.

G. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization and you shall execute and deliver instruments and papers and whatever else is necessary to secure such rights. You must do nothing after a "Claim" is made to impair such rights.

H. "Named Insured" as Sole Representative

The "Named Insured" shall act on behalf of all "Insureds" with respect to completing the Application for this insurance, including representing the truth and completeness of all information as required including providing Notice of "Claim", giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase the Extended Reporting Period.

I. Cancellation and Non-Renewal

1. The "Named Insured" shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the "Named Insured" written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the "Named Insured's" last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the "Named Insured" any premium refund due. If we cancel, the refund will be pro rata unless cancellation is due to non payment of

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premium, in which case the refund may be less than pro rata. If the “Named Insured” cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

If we elect not to renew this Policy for an additional “Policy Period”, we shall mail written notice to the “Named Insured” at the address shown in Item 1. of the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the “Policy Period”.

J. Acquisitions, Mergers and Material Changes

In the event that after the inception date of this Policy you:

1. acquire all or substantially all of the assets of another entity;

2. merge with another entity such that you are the surviving entity;

3. create or acquire a subsidiary; or,

4. otherwise change your business as described in the application in a manner material to the risk underwritten by us,

then no coverage shall be afforded under this Policy for the assets acquired by you; the “Wrongful Acts” of the entity merged with, acquired by or created by you; or your changed business activities unless and until:

1. you provide written notice of any of the above events to us not more than thirty (30) days after the effective date thereof;

2. you provide us with such pertinent information that we may deem necessary;

3. you accept any special terms, conditions, exclusions and pay any additional premium charge required; and,

4. we, at our sole discretion, specifically agree in writing to provide such coverage.

Should we agree to provide coverage for the newly purchased or created entity or subsidiary, or for your changed business activities, such coverage will be only for “Wrongful Acts” first committed following the date we agree to provide such coverage.

K. Assignment

Assignment of any interest by you under this Policy shall not bind us without our prior written consent.

SECTION VIII – EXTENDED REPORTING PERIOD

In the event of cancellation or non renewal of this Policy, by either the “Named Insured” or the Company, for reasons other than non payment of premium or material misrepresentation in the Application, you shall have the right to an Extended Reporting Period as follows:

A. Automatic Extended Reporting Period

Coverage as provided under this Policy shall automatically continue for a period of sixty (60) days following the effective date of such cancellation or non renewal, but only with respect to “Claims” for “Wrongful Acts” committed before the effective date of such cancellation or non-renewal. This extension of coverage does not apply if other insurance insures the “claim” for “damages” arising out of a “Wrongful Act” in the performance of or failure to perform “Professional Services” by the “Insured”.

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B. Optional Extended Reporting Period

You shall have the right, upon payment of one of the additional premium options set forth in the Declarations, to an extension of the coverage provided under this Policy for the term set forth in the Declarations following the effective date of such cancellation or non renewal, but only with respect to “Claims” for “Wrongful Acts” committed before the effective date of such cancellation or non renewal.

This right shall terminate, however, unless written notice of such election and payment of the additional premium is received by us not later than thirty (30) days after the effective date of such cancellation or non renewal. A change in Policy terms and conditions and/or premium shall not be considered non renewal for purposes of triggering either Extended Reporting Period.

The entire premium for the Extended Reporting Period shall deemed fully earned and non refundable.

The fact that the period during which “Claims” may be reported to us under this Policy is extended by virtue of the Automatic and Optional Extended Reporting Periods does not in any way increase the Limits of Liability of this Policy.

SECTION IX – ARBITRATION

Any controversy arising out of or relating to the rights and obligations owed under this Policy, including the effect of any applicable statutes or common law upon the contractual obligations otherwise owed, either party may request that the dispute be subjected to binding arbitration.

In the event that the parties cannot agree upon an arbitration forum and process, The American Arbitration Association shall be used, with each party selecting an arbitrator from the list of qualified arbitrators for insurance coverage disputes provided by that association. The two chosen arbitrators shall select a third arbitrator from the same list; if they cannot agree to a selection, the American Arbitration Association shall make the selection for them. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and of the arbitration process.

In the event you prevail in the arbitration and we promptly offer to you arbitration costs and reasonable attorney’s fees incurred in connection therewith, in addition to the disputed contract benefit, you shall have no right to sue us for breach of implied covenants or unreasonable withholding of contract benefits.

To the extent that we prevail in the arbitration, the arbitrators may award us any “Claims Expenses” and/or “Damages” incurred or paid under reservation of rights in excess of our contract obligations as determined by the arbitrators.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **7/22/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **PFP-6024676-02** issued to **Parkway Law Group, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

Minimum Earned Premium

It is agreed that in the event of cancellation of this policy by the Insured as specified herein, return premium shall be computed at .90 of the pro rata unearned policy premium (or minimum premium if applicable) subject however to a retention by the Company of not less than 25%.

Nothing in this endorsement is deemed to affect the Company's cancellation rights, which remain as, indicated in the form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non-payment, subject however to retention by the Company of the minimum as shown above.

All other terms and conditions of this policy remain unchanged.

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This endorsement, effective **7/22/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **PFP-6024676-02** issued to **Parkway Law Group, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

Nuclear Energy Liability Exclusion

The following additional Exclusions are added to the policy.

This insurance does not apply to, nor shall we have the duty to defend or indemnify any "claim" or "suit" arising out of or resulting from:

A. Under any Liability Coverage, to bodily injury or property damage;

(1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

B. Under any Medical Payments Coverage or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

C. Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material, if;

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its

territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

D. As used in this Endorsement:

(1) "Hazardous properties" include radioactive, toxic, or explosive properties;

(2) "Nuclear material" means source material, special nuclear material or byproduct material;

(3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

(5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) "Nuclear facility" means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(8) "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **7/22/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **PFP-6024676-02** issued to **Parkway Law Group, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

Service of Suit

The following additional provisions are added to the policy:

In the event of our failure to pay any amount claimed to be due hereunder at your request. we will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall tie determined in accordance with the law and practices of such court.

Service of process in such suit may be made upon the Commissioner of Insurance; or the President of the Company stated in the Declarations or his nominee at 3655 North Point Parkway, Suite 500, Alpharetta, Ga 30005. In any suit instituted against any one of them upon this policy we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any suit and upon your written request, provide you with a written acknowledgment that we will enter a general appearance on our behalf of you in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore , we hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary, hereunder arising out of this policy and hereby designate the above names and the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged

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This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

PRIOR AND PENDING LITIGATION EXCLUSION

SCHEDULE
Date: 07/22/2014

This policy does not apply to any "Claim Expenses" or "Damages" by reason of any litigation against any Insured pending on or prior to the date shown in the above Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

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This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

EXTENDED REPORTING PERIOD OPTIONS ENDORSEMENT

Item 8 of the Declarations page of this policy is deleted and replaced with the following:

ITEM 8. EXTENDED REPORTING PERIOD:

To purchase an Optional Extended Reporting Period, the Insured must choose one of the options as set forth below:

1) for a 1-year reporting period, 100% of the total annual premium for the Policy Period preceding the issuance of the endorsement; or

2) for a 2-year reporting period, 150% of the total annual premium for the Policy Period preceding the issuance of the endorsement; or

3) for a 3-year reporting period, 200% of the total annual premium for the Policy Period preceding the issuance of the endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

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This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

DISCIPLINARY PROCEEDING COVERAGE

The Company will reimburse any “Insured” for reasonable attorney’s fees, costs and expenses, subject to the Limits of Liability stated below, incurred in responding to a “Disciplinary Proceeding” provided:

1. The “Disciplinary Proceeding” arises out of a “Wrongful Act” committed on or subsequent to the “Retroactive Date” and before the end of the “Policy Period” and is reported to the Company during the “Policy Period”; and
2. The “Disciplinary Proceeding” commences against any “Insured” on or after the effective date and prior to the expiration of the “Policy Period” or any Extended Reporting Period.

The maximum amount we will pay, regardless of the number of “Disciplinary Proceedings” or the number of “Insureds” shall be $10,000 per “Policy Period”. The deductible shall not apply to this coverage extension. Any payments made by us under this extension will be included in the Limits of Liability and not in addition thereto.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

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This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

CHANGE ENDORSEMENT

Schedule of Locations
3655 North Point Parkway, Suite 110, Alpharetta, GA 30005
3006 Clairmont Road, Suite 600, Atlanta, GA 30329

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **7/22/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **PFP-6024676-02** issued to **Parkway Law Group, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Lawyers Professional Liability Coverage

EXCLUSION – WAR/TERRORISM

A. The following exclusion is added:

This insurance does not apply to nor shall we have the duty to defend any “claim” or “suit”:

War Or Terrorism

Arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
(4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

B. . The following definition is added:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
    a. Use or threat of force or violence; or
    b. Commission or threat of a dangerous act; or
    c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
    a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and condition of this policy remain unchanged.

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Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. **E-mail**
   Email to: claims@mxmsig.com

2. **Fax**
   Address to: Claims Department and send fax to (678) 597-4501

3. **Phone**
   Toll Free: (800) 598-6324

4. **U.S. Mail**
   Address to:
   Claims Department
   Maxum Indemnity Company
   3655 North Point Parkway, Suite 500
   Alpharetta, GA 30005

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ENDORSEMENT #1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **7/22/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **PFP-6024676-02** issued to **Parkway Law Group, LLC** by Maxum Indemnity Company.

CHANGE ENDORSEMENT

In consideration of no additional/return premium and in accordance with the terms and conditions of the above policy, the policy is hereby amended

The Named Insured's **Mailing Address** is amended to the following:

1735 North Brown Road, Suite 180
Lawrenceville, GA 30043

All other terms and conditions of this policy remain unchanged

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TRAVELERS

Travelers 1st Choice+ SM

ACCOUNTANTS PROFESSIONAL LIABILITY COVERAGE DECLARATIONS

POLICY NO. 105814851

Travelers Casualty and Surety Company of America
Hartford, CT 06183

(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	**NAMED INSURED**: POSITIVELY BALANCED, LLC Principal Address: 3950 COBB PKWY, SUITE 901 ACWORTH, GA 30101
ITEM 2	**POLICY PERIOD**: Inception Date: July 23, 2015 Expiration Date: July 23, 2017 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: PLclaims@travelers.com FAX: 888-460-6622 Professional Liability Claims Manager Travelers Bond & Specialty Insurance 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Accountants Professional Liability Coverage

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ITEM 5	PROFESSIONAL LIABILITY COVERAGE LIMITS Professional Services and Network and Information Security Offenses Coverage Limits: $2,000,000 for each **Claim;** not to exceed $2,000,000 for all **Claims** Deductible: $2,500 each **Claim** N/A all **Claims** Retroactive Date: July 23, 2012 Knowledge Date: July 23, 2012
ITEM 6	ADDITIONAL BENEFITS LIMITS: Crisis Event Expenses Limits: $10,000 for each **Crisis Event** $30,000 for all **Crisis Events** Disciplinary or Regulatory Proceeding Expenses Limits: $25,000 for each **Disciplinary or Regulatory Proceeding** $50,000 for all **Disciplinary or Regulatory Proceedings**
ITEM 7	PREMIUM FOR THE POLICY PERIOD:
ITEM 8	OPTIONAL EXTENDED REPORTING PERIODS: Additional Premium Percentage: / Additional Months: 125% / 12 185% / 24 200% / 36 250% / 60 300% / Unlimited

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ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: PTC-1001-1108; APL-1001-1108; PTC-3010-1214; PTC-2003-1108; PTC-2035-1108; PTC-2067-0411; PTC-2069-0411; PTC-19002-GA-0412; PTC-19006-0315

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

Thomas M. Kunkel

Executive Vice President

Wendy C. Skjerven

Corporate Secretary

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Policies and Procedures

Document Recordation / Title & Settlement Pricing

Purpose	Document recordation and rate/pricing procedures and policies to assist Parkway Law Group, LLC in compliance with applicable contractual obligations and Federal and State Consumer Financial Laws.
Scope	These policies and procedures are for all of Parkway Law Group, LLC ("PLG") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	Pricing Procedures PLG utilizes rate manuals and online calculators, as appropriate to help ensure correct fees are being charged for title insurance policy premiums, state-specific fees and endorsements. In the event an overpayment is detected, PLG provides timely refunds to consumers. Employees are aware of contractual and statutory rate and pricing requirements. Title insurance policy premiums, state specific fees and endorsements are calculated in accordance with the title insurance underwriter or regulatory or promulgated rate manual through PLG's software and/or through the use of title insurance underwriter rate calculators. All applicable rate discounts, such as Simultaneous Issue, Reissue, Refinance, and Substitution rates are calculated in accordance with the requirements in the rate manual. When rate change bulletins are received, the Managing Partner will communicate these rate changes to the appropriate parties and will test the accuracy of such changes and report the results to Company Management. Throughout the year a representative sample of closed files is subject to a

	post-closing review by the Managing Partner to conclude if fees were correctly charged. Recording Procedures Submit or ship documents for recording to the county recorder (or equivalent) or the person or entity responsible for recording within two (2) business days of settlement. After review of county specific recording requirements documents are submitted for recordation by the Post-Closer or the Closing Manager. The documents will be shipped for recording. PLG ships documents using FedEx overnight delivery or UPS Ground, tracks all packages and maintains tracking information perpetually. While not guaranteed, almost 100% of UPS Ground shipments to locations within Georgia will arrive on the next business day. Since Georgia is a "race notice" state, it is the objective of PLG to have recordable documents the day after closing or, if that is not practical for some reason, they should be delivered to the office of the Clerk of the County Superior Court a maximum of two business days after closing. Timely responses to recording rejections and verify recording is filed of record. PLG maintains a Recording Log to monitor all recordings. After documents are sent for recordation, PLG maintains contact with the appropriate personnel and parties to resolve any problems. PLG updates the Recording Log with information about outstanding recordings and rejected recordings, status and resolution. After documents are recorded, detailed information such as book, page, instrument number, time and date are included in the transaction file. Each month the Closing Manager or Managing Partner reviews and signs off on the Recording Log.

Contact Officer	*Christopher B. Little, Managing Partner; Cheri Grant, Closing Manager; Antonette Ramirez, Post-Closer*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment Dates	*N/A*
Date for Next Review	*December, 2015*
Related References	• *Recording Log is kept on the Parkway Law Group, LLC network drive in*

and Links	*a folder entitled 'Closing Files,' in the 'Recording' sub-folder.* • *Rate Manuals are kept on the Parkway Law Group network drive in a folder entitled 'Closing Files,' in the 'Fee Sheets' sub-folder.* • *Post-Closing Reviews are kept on the C Drive in the personal documents folders of the Managing Partner and the Closing Manager of Parkway Law Group, LLC in a folder entitled 'Post Closing Reviews'.*

Parkway Law

Policies and Procedures
Title Policy Production/Premium Remittance

Purpose	Maintain written procedures related to title policy production, delivery, reporting and premium remittance to the insurer to help ensure Parkway Law Group, LLC meets its legal and contractual obligations.
Scope	These policies and procedures are for all of Parkway Law Group, LLC ("PLG") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	Policy Inventory PLG issues and tracks all title policies issued via its underwriter's online title policy tracking system. Electronic policy stock is limited to authorized users with login and passwords. Policy inventory duties have been clearly defined and are the responsibility of the Closing Manager. We are able to reconcile our policy inventory records with the Insurer's records via the online policy generating system. Policy Issuance Policies are issued to customers (lender and/or purchaser) immediately after the transaction is disbursed. Electronic logs are maintained within the software system to monitor all orders that have closed and disbursed in which final policies have not been issued. If PLG does not perform the settlement/closing, the order is tracked and

	monitored by the Closing Manager to help ensure the documents are received immediately after disbursement. If a short-form lender's policy is issued, it can be delivered immediately after disbursement; however, monitoring procedures are still in place to help ensure the necessary documents are recorded. Premium Remittance and Policy Reporting In accordance with contractual or statutory obligations on a daily basis, all title insurance policies issued by PLG (including endorsements, premiums and other fees) are automatically reported to the insurer via the online system as contractually obligated. Reporting is performed via electronic upload through the insurer's electronic reporting web-based system. Physical copies of the policies are emailed to the insurer or picked up by the insurer. All policies are reported (including physical copies of policies) by the last day of the month that follows the month in which the insured transaction is settled. A policy register report is maintained by each office that performs policy production. Premium remittance duties have been clearly defined and are the responsibility of the Managing Partner. We are able to reconcile the premiums and fees we charged to our customers with the premiums and fees remitted to the insurer. PLG remits policy premiums to its underwriter by the last day of the month that follows the month in which the insured transaction is settled.

Contact Officer	*Christopher B. Little, Managing Partner; Cheri Grant, Closing Manager*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment Dates	*N/A*
Date for Next Review	*December , 2015*
Related References and Links	• *The Policy Register report is kept on our title underwriter's electronic web-based title policy application.*

Parkway Law

Policies and Procedures
Consumer Complaints

Purpose	To establish a process for receiving and addressing consumer complaints to help ensure that Parkway Law Group, LLC addresses any instances of poor service or non-compliance.
Scope	These policies and procedures are for all of Parkway Law Group, LLC (“PLG”) locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	Maintain a standard consumer complaint form that identifies information that connects the complaint to a specific transaction. PLG has a standard consumer complaint form (attached) and uses this to record consumer complaints. A “complaint” is defined as a written or oral expression of dissatisfaction with or allegation of wrongdoing by PLG. As circumstances warrant, supporting documents are attached to the complaint form which provide additional information including but not limited to communications sent to or received from a consumer during the investigation of the complaint, any documentation detailing facts or specific details relating to the complaint, and the disposition of the consumer complaint. Management documents approval on completed consumer complaint forms. PLG accepts complaints by telephone, mail, email, and fax. The Associate Attorney is the single point of contact at PLG for consumer complaints. The nature of the complaint determines to which appropriate personnel the complaint will be forwarded, if necessary. The appropriate

	personnel reviews the information regarding the complaint, communicates with the consumer as needed, and determines what action to take in response. The proposed resolution is communicated to the Associate Attorney for approval and, upon receipt of the Associate Attorney's approval, the personnel assigned to resolving the complaint reports back to the consumer with the manner in which PLG will resolve the complaint. Log of consumer complaints that includes whether and how the complaint was resolved. PLG maintains a Consumer Complaint Log (attached) with information on all consumer complaints and their status. All information contained in the Consumer Complaint Log is confidential, unless disclosure is required by law or pursuant third-party contracts. Each complaint is maintained on the Consumer Complaint Log for at least one (1) year from the date the complaint was received unless required otherwise by law. Company Management will periodically review, date and sign-off on the Consumer Complaint Log.

Contact Officer	*Barry Edwards, Associate Attorney*
Date Approved	*December 11, 2013*
Date of Commencement	*December 11, 2013*
Amendment Dates	*N/A*
Date for Next Review	*December , 2015*
Related References and Links	• *The Consumer Complaint Form is kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 7 (Consumer Complaints)' sub-folder.* • *The Consumer Complaint Log is kept on the Parkway Law Group, LLC network drive in a folder entitled 'ALTA Best Practices 2.0,' in the 'Best Practices No. 7 (Consumer Complaints)' sub-folder.*

Consumer Complaint Form

Please complete appropriate section(s) below, then "save as" in the appropriate file using the following format: "Last Name Consumer Complaint MMDDYY" and email to barry@parkwaytitle.com.

File Name Example: Smith Consumer Complaint 04-01-13

Date of Inquiry (MM-DD-YY):

Consumer Contact Information:

Name(s) (Last, First):

Property Address (Street, City, State, Zip):

Contact Address (if different from Property Address):

Contact Phone Number:

Additional Contact Phone Number:

Transaction Information:

File Number: **Policy Number:**

Property Type (Residential or Commercial): **Transaction Type (Purchase, Refi, REO, etc.)**

Briefly describe the nature of the consumer's inquiry including dates of any conversations, phone calls, and names (including title and company affiliation) of those with whom consumer has spoken.

Indicate whether additional information or documentation is attached under separate cover.

Advise consumer that this will be routed to (provide Contact Name and Contact Title):

Name/Title of person completing form:

Management Review Name/Title:

Agent File #	State	Consumer Name	Type of Complant	Form of Complaint	Brief Description	Date Rec'd (mm-dd-yy)	Assigned to	Date Last Contact w/ Consumer	Date Last Activity/ Update	Status	Date Resolved	Brief Description of Resolution
150111S	GA	Moon, Furrin	Money or Escrow Issue	Oral	Mr. Moon never received his proceeds	3/1/2015	Jennifer Hill; Chris Little	5/14/2015	5/14/2015	Resolved	5/14/2015	First Citizens (Originating Bank) and Bank of America (Receiving Bank) wire fraud departments were
N/A	GA	Grigg, Ricky	Other	Oral	Mr. Grigg did not receive original deed from county clerk for deed had came	8/30/2015	Antonette Ramirez; Barry Edwards	9/3/2015	9/3/2015	Resolved	9/3/2015	Deed sent for recording
150817A	GA	Young, Tammie	Money or Escrow Issue	Written	The wired proceeds had not posted to Ms. Young's credit union account	8/28/2015	Jennifer Hill	8/31/2015	8/31/2015	Resolved	8/31/2015	Wiring instructions provided by Ms. Young were incorrect b/c she did not include the info for the
150763S	GA	Chapman, Angela	Post-Closing Issue	Oral	Mrs. Chapman called because the HOA had not received its funds yet and,	8/10/2015	Jennifer Hill; Barry Edwards	8/11/2015	8/11/2015	Resolved	8/11/2015	We issued a stop payment on the check mailed ot the HOA and reprint checks at the office so Mrs.
150763S	GA	Tew, Diane	Money or Escrow Issue	Oral	The wired proceeds had not posted to Ms. Tew's credit union account	8/5/2015	Jennifer Hill; Barry Edwards	8/5/2015	8/5/2015	Resolved	8/5/2015	Wiring instructions provided by Ms. Tew were incorrect b/c she did not include the info for the

Oral

Written

Money or Escrow Issue	Urgent
Title Insurance/Policy Issue	Pending
Post-Closing Issue	Resolved
Payoff Issue	Somewhat urgent
Data Breach Issue	Action Required
Employee Professionalism Issue	Other
Other	