



2 CONVENIENT LOCATIONS FOR YOUR CLOSING!

Please reach out to your closing team to confirm the location your closing will take place.



legacy·title·group

OFFICE: 719.442.1900

FAX: 877.239.2979

WEB: legacytitle-llc.com

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:

Transmittal Information

Date: 03/29/2022
File No: 30685LTG
Property Address: , , CO
Buyer\Borrower: For Information Only
Seller: CSJ No. 1, LLC, a Colorado limited liability company

For changes and updates please contact your Escrow officer(s):

Escrow Officer:

zChristine Hopper License#447507

Legacy Title Group, LLC

8605 Explorer Drive, Ste 250

Colorado Springs, CO 80920

Phone: 719-442-1900

Fax:

E-Mail: Christine.Hopper@stewart.com

Title Officer:

Danene Stroud License#30348

Legacy Title Group, LLC

Escrow Processor:

Maureen Offerman

E-Mail: maureen.offerman@stewart.com

Phone: 719-442-1900

Buyer:
For Information Only

Seller:
CSJ No. 1, LLC, a Colorado limited liability company

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

Changes: Update to Effective Date

Thank you for using Legacy Title Group, LLC.

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Legacy Title Group, LLC
1365 Garden of the Gods Road #200
Colorado Springs, CO 80907

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

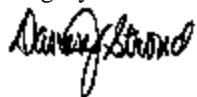
- 1. Effective Date: **March 24, 2022, 07:30 am**
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **For Information Only**
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<u>To Be Determined</u>	\$	271.00
Total:	\$	271.00

- 3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in:
CSJ No. 1, LLC, a Colorado limited liability company
- 5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: , , CO
APN: **et. al**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

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EXHIBIT "A"

That portion of Sections 20, 21, 28 and 29, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Southwesterly corner of Peaceful Valley Estates Subdivision Filing No. 2, as recorded August 29, 1995 in Plat [Book H5 at Page 72](#), of the records of the Office of the Clerk and Recorder of the County of El Paso, State of Colorado; thence S 14°35'07" W, a distance of 1074.82 feet to the POINT OF BEGINNING:

Thence along the arc of a non-tangential curve to the left having a central angle of 11°23'31", a radius of 5102.54 feet; an arc length of 1014.52 feet, whose chord bears S 05°54'02" E; thence S 00°00'00" W, a distance of 24.54 feet; thence along the arc of a non-tangent curve to the right having a central angle of 02°49'14", a radius of 5105.00 feet, an arc length of 251.31 feet, whose chord bears S 13°03'05" E; thence S 14°27'42" E, a distance of 192.87 feet; thence along the arc of a curve to the right having a central angle of 51°48'09", a radius of 1096.98 feet, an arc length of 991.81 feet; thence N 83°44'51" W, a distance of 199.07 feet; thence along the arc of a curve to the left having a central angle of 04°53'32", a radius of 540.00 feet, an arc length of 46.11 feet; thence N 89°09'05" W, a distance of 124.09 feet; thence along the arc of a curve to the right having a central angle of 40°56'05", a radius 140.00 feet, an arc length of 100.02; thence N 48°13'01" W, a distance of 126.77 feet; thence along the arc of a curve to the right having a central angle of 46°29'21", a radius of 8.00 feet, an arc length of 6.49 feet; thence N 01°43'37" W, a distance of 137.18 feet; thence along the arc of a curve to the left having a central angle of 37°14'43", a radius of 135.00 feet, an arc length of 87.76 feet; thence along the arc of a non-tangential curve to the left having a central angle of 28°19'14", a radius of 1034.60 feet, an arc length of 511.39 feet, whose chord bears N 58°13'34" E; thence along the arc of a curve to the left having a central angle of 44°02'55", a radius of 500 feet, an arc length of 384.40 feet, whose chord bears N 22°02'30" E; thence N 00°01'11" E, a distance of 1418.85 feet; thence N 90°00'00" E, a distance of 0.07 feet to the POINT OF BEGINNING

EXCEPTING THEREFROM the portions of said parcel contained in Sunrise Ridge Subdivision Filing No. 5, recorded September 2, 1983 in Plat [Book U3 at Page 16](#) and Sunrise Ridge Subdivision Filing No. 7, recorded December 29, 1986 in Plat [Book B-4 at Page 106](#) and Sunrise Ridge Subdivision Filing No. 8, recorded July 11, 1988 in Plat [Book D4 at Page 33](#).

FURTHER EXCEPTING THEREFROM that portions of said parcel contained in Deeds recorded December 21, 1995 in [Book 6788 at Page 531](#) and January 8, 1998 at [Reception No. 98002695](#).

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COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II
Exceptions

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

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Any and all rights of the Fountain Mutual Irrigation Company Ditch Company relating to the ditch or canal that is a boundary of subject property, including but not limited to any possible ditch maintenance and access rights to lands adjoining the ditch or canal, as evidenced by Flood Control Easement recorded May 4, 1944 in [Book 1029 at Page 231](#) and Easement granted to Fountain Mutual Irrigation Company Permanent Drainage Easement recorded April 10, 2001 at [Reception No. 201044126](#).
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Flood Control Easement recorded May 4, 1944 in [Book 1029 at Page 231](#).
11. Any and all water rights and ditch rights, set forth in Decrees recorded April 1, 1952 in Book 1333 at Page
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- 494, [Book 1333 at Page 498](#) and in [Book 1333 at Page 499](#).
12. Right of way and easement granted to American Telephone and Telegraph Company, for communication Systems, and incidental purposes, by instrument recorded September 19, 1942 in [Book 1353 at Page 519](#). Assignment in connection therewith to the Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded June 9, 1972 in [Book 2495 at Page 424](#).
 13. Oil and gas lease between Roy I. Pring and Willett T. Pring and L. A. Messmer, recorded May 31, 1955 in [Book 1501 at Page 620](#) and any and all assignments thereof, or interest therein.
 14. Easement granted to American Telephone and Telegraph Company for communication systems and incidental purposes by instrument recorded January 28, 1965 in [Book 2055 at Page 61](#) and re-recorded February 23, 1965 in [Book 2058 at Page 506](#).
 15. Easement granted to Wyco Pipe Line, for pipeline for oil and gas, and incidental purposes, by instrument recorded April 13, 1966 in [Book 2127 at Page 170](#) and all assignments thereto, including assignments to Rocky Mountain Pipeline System, LLC, recorded October 12, 2005 at [Reception No. 205161563](#) and to PPRPL, LLC, recorded December 2, 2013 at [Reception No. 213144183](#).
 16. Easement and right of way granted to Mountain View Electric Association, Incorporated, for electric, telephone and telegraph lines and incidental purposes, by instrument recorded September 30, 1968 in [Book 2256 at Page 64](#).
 17. Easement and right of way granted to Mountain View Electric Association, Incorporated, for electric, telephone and telegraph lines, and incidental purposes, by instrument recorded October 25, 1968 in [Book 2260 at Page 757](#).
 18. Any and all water rights, ditch, reservoir, springs, wells, and capital stock interests set forth in Deed recorded January 28, 1971 in [Book 2386 at Page 985](#).
 19. Terms, conditions, provisions, burdens and obligations as set forth in Agreement recorded May 6, 1997 at [Reception No. 97051183](#).
 20. Easement granted to Fountain Mutual Irrigation Company Permanent Drainage Easement, for installing and maintaining an irrigation ditch and incidental purposes by instrument recorded April 10, 2001 at [Reception No. 201044126](#).
 21. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water Easement Agreement recorded February 24, 2010 at [Reception No. 210017363](#).
 22. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water and Sanitary Sewer Easement Agreement recorded October 31, 2011 at [Reception No. 211107044](#).
 23. The effect of Order for Inclusion into the Security Fire Protection District, recorded September 21, 2015 at [Reception No. 215102961](#).

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24. The effect of Order for Inclusion into the Mesa Ridge Metropolitan District No. 2, recorded March 17, 2020 at [Reception No. 220038072](#).

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded August 10, 2001 as [Reception No. 201114754](#).

Deed recorded July 31, 2018 as [Reception No. 218088120](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II*

Legacy Title Group, LLC

Commitment No. 30685LTG

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What ?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn’t jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				