ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice: the Commitment to Issue Policy: the Commitment Conditions: Schedule A: Schedule B. Part I – Requirements: and Schedule B. Part II - Exceptions.

Issued through the Office of Commonwealth Agency, Inc. 130 S. 18th Street, #2801 Philadelphia, PA 19103

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Officer or Licensed Agent

Pere a. Franzonis

ORT Form 4690 8-1-16 ALTA Commitment for Title Insurance Monroe Marie

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse

claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered

- to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(ii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is

not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment

SCHEDULE A

Searcher's File Number: OR2262928 Agency File Number: 2022-120

1. Commitment Date: July 27, 2022

2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured: To Be Determined

Proposed Amount: To Be Determined

(b) 2006 ALTA Loan Policy

Proposed Insured: To Be Determined

Proposed Amount: To Be Determined

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Arbor Hills Associates, A PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC A Limited Liability Company

BEING, AS TO PART, the same premises that Robert S. Means, Sr., Gladys H. Means and Counseling and Assessment Assoc., Inc., by deed dated January 7, 2002 and recorded February 14, 2002 in the Office of the Recorder of Deeds of Chester County, PA, in Record Book 5201 page 2347, granted and conveyed unto Arbor Hills Associates, A PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC A Limited Liability Company, in fee.

AND BEING, AS TO PART, the same premises that Ivette S. Means, by deed dated January 3, 2002 and recorded February 14, 2002 in the Office of the Recorder of Deeds of Chester County, PA, in Record Book 5201 page 2352, granted and conveyed unto Arbor Hills Associates, A PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC A Limited Liability Company, in fee.

AND BEING, AS TO PART, the same premises that Commonwealth of Pennsylvania Department of Transportation, by deed dated August 5, 2021 and recorded December 21, 2021 in the Office of the Recorder of Deeds of Chester County, PA, in <u>Record Book 10770 page 862</u>, granted and conveyed unto Arbor Hills Associates, A PA Limited Partnership, in fee.

4. The Land referred to in this Commitment is described in Schedule C hereof.

FOR INFORMATIONAL PURPOSES ONLY

830 Horseshoe Pike East Brandywine, PA

Township: East Brandywine **County of Chester**

Countersigned: Commonwealth Agency Inc

Muc a. Franzonis Authorized Officer or Licensed Agent OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By Monrol President
Attest Daniel Wold Secretary

SCHEDULE B-I

All of the following Requirements must be met:

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest insured.
- 2. Payment of all taxes, charges, dues, fees and assessments levied and/or assessed against the subject premises, which are due and payable.
- 3. Proof that there are no agreement(s) of sale other than the one under which the present conveyance is being made.
- 4. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths, divorces or separation) affecting any individual Grantor/Mortgagor herein.
- 5. Execution of Company's affidavit of title and two forms of identification (one of which must be photo-identification) to be provided by parties to the transaction.
- 6. Proof of payment of real estate taxes and municipal charges (including water, sewer, trash or other services provided by the municipality) for the three years preceding the current year and the current year, if due.
- 7. Proof that no Municipal or Authority improvements have been made or ordered to be made abutting or fronting on premises covered by this commitment.
- 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.
- 9. Pay the premiums, fees, and charges for the Policy to the Company.
- 10. Proper instruments creating the estate or interest to be insured must be validly executed and duly recorded:

DEED: Arbor Hills Associates, A PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC A Limited Liability Company

TO: To Be Determined

DATED:

MORTGAGE: To Be Determined

TO: To Be Determined

DATED:

AMOUNT: To Be Determined

11. The following items are to be satisfied and/or released of record:

MORTGAGE:

NONE

JUDGMENTS:

NONE

MUNICIPAL LIENS:

NONE

TAXES:

No liens filed of record. Receipts for current year and prior three years taxes to be produced and filed with the company.

Assessment: \$134,370.00

Parcel: **30-6-39**

WATER/SEWER RENTS:

Receipts for current year and prior three years billing to be produced and filed with the company.

- 12. The website of the Pennsylvania Department of Human Services, Bureau of Child Support Enforcement, requires that a Social Security Number be provided in order to identify possible child support arrearages. Social Security Numbers of individual sellers and borrowers must be provided for searching in advance of closing. If support arrearages are found, Certificate for Domestic Relations to be obtained.
- 13. NOTICE: Due to the varying and strict recording requirements, in the 67 counties of Pennsylvania, the Recorder of Deeds Office located within the county where the property is located must be contacted regarding the proper document preparation guidelines. Be advised paper size, margin size, address and parcel number placement, ink color, and font size represent some, but not necessarily all, of the requirements which must be complied with for a document to be accepted for recording. The telephone number of the Recorder of Deeds in Chester County is (610) 344-6330.
- 14. Regarding Limited Partnership requirements of **Arbor Hills Associates**, a **PA Limited Partnership**, the following must be provided to the satisfaction of the company:
 - a. Certificate forming Limited Partnership, to be filed in the Department of State.
 - b. Current Partnership Agreement to be produced, examined and possible additional requirements to be added.
 - c. Names of all General Partners and proof that they are all of the General Partners of Limited Partnership to be furnished and additional searches made.
 - d. Present documents to be insured to be made by Limited Partnership, with the joinder of all General Partners.
 - e. Furnish proof that Limited Partnership is presently in good standing with the Commonwealth of Pennsylvania.
- 15. Purchasers names to be furnished and searched and/or possible additional objections to be added to same.
- 16. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

Notice and Disclosure

- The Commonwealth of Pennsylvania Department of Insurance requires that we send the following notice to you, our applicant, prior to closing. They further require that you, the applicant forward this notice to the consumer in advance of the day of closing: your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance agent or underwriter. If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by contacting the party listed on the bottom of Schedule A.
- The Enhanced Coverage Homeowner's Policy of Title Insurance and/or the Expanded Coverage Residential Loan Policy is available for most 1-4 family, owner-occupied residencies at an additional cost. Please contact the agent that issued this Commitment for additional information regarding these policies.

SCHEDULE B - II EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- 1. Right or claims of parties in possession not shown by the public records.
- 2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
- 3. 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.
- 4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date on which the proposed insured acquires of record for value the estate or interest, or mortgage thereon, covered by this commitment.
- 5. Possible additional tax assessment for new construction and/or major improvements.
- 6. Title to that part of the premises within the bed or right of way of any road, street, highway, etc., is subject to public and/or private rights therein.
- 7. Rights granted to Chester Valley Electric Co. as set forth in Misc Book 56 page 426.
- 8. Rights granted to Transcontinental Gas Pipe Line Corporation as set forth in Misc Book 95 page 75; a Supplemental Right of Way Agreement thereto respecting a 2nd pipe line in Misc Book 115 page 560; Supplemental Right of Way Agreement respecting an additional pipe line in Misc Book 153 page 96.
- 9. Rights granted to Philadelphia Electric Co. as set forth in Misc Book 121 page 293.
- 10. Cathodic Protection Easements to Transcontinental Gas Pipe Line Corporation as set forth in Misc Books 194 page 368 and 202 page 835.
- 11. Declaration of Access and Utility Easements as set forth in Record Book 10492 page 1254.
- 12. Legal operation and effect of all matters including, but not limited to, applicable easements, notes, setback lines, and conditions relative to Plan as set forth in Plan No. <u>20846</u>.

SCHEDULE C

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected situate in the Township of East Brandywine, County of Chester, Commonwealth of Pennsylvania bounded and described according to a Final Minor Subdivision Plan for Arbor Hills Associates, made by DL Howell, Civil Engineering and Land Planning, West Chester, PA, dated 10/14/2020, last revised 1/18/2021 and recorded 4/1/2021 as Plan #20846, as follows, to wit:

BEGINNING at a point on the title line in the bed of Horseshoe Pike (U.S. Route #322 - LR 137 - S.R. 0322), said point being a corner of lands now or late of Michael G. & Rose R. Ciarlone (as shown on said plan): Thence from said point of beginning extending along said title line crossing a Transcontinental Gas Pipe Line Easement South 42 degrees 58 minutes 36 seconds East 353.03 feet to a point on the line dividing the Townships of East Brandywine and Caln, being a corner of Lot #1; Thence leaving said title line extending partially along said Township dividing line, along Lots #1 and #2 and re-crossing said pipe line easement South 85 degrees 42 minutes 07 seconds West 2,299.18 feet to a point in line of lands now or late of Joseph & Barbara S. Siple, being a corner of Lot #2; Thence leaving said township line extending along lands of Siple North 06 degrees 04 minutes 08 seconds West 120.90 feet to a point, being a common corner of lands of Siple and lands now or late of East Brandywine Township; Thence extending along said Township lands and along lands now or late of Hudson L. & Kathleen A. Voltz North 04 degrees 07 minutes 16 seconds West 219.23 feet to a point, a corner of lands of Voltz; Thence extending along lands of Voltz, along the cul-de-sac of Heritage Court and along lands now or late of James W. & Karen L. Gerlach North 81 degrees 55 minutes 08 seconds East 388.89 feet to a point, a common corner of lands of Gerlach and lands now or late of Tim Hawes; Thence extending along lands of Hawes, lands now or late of Bernard M. & Joyce J. Cellini, lands now or late of Raymond J. & Patti Ann Cellini and partially along lands now or late of Joseph J., Jr. & Dorothy M. Madrigale North 81 degrees 50 minutes 12 seconds East 1,109.99 feet to a point in line of lands of Madrigale, being a corner of lands now or late of Ciarlone aforesaid; Thence leaving lands of Madrigale and extending along lands of Ciarlone the 3 following courses and distances; 1) South 44 degrees 02 minutes 14 seconds East 429.11 feet to a point, thence 2) North 81 degrees 50 minutes 11 seconds East 123.61 feet to a point, thence 3) North 45 degrees 57 minutes 46 seconds East 245.25 feet to the first mentioned point and place of beginning.

BEING Lot #3 as shown on the above mentioned Plan.

EXCEPTING and RESERVING therefrom and thereout a portion of the land from Arbor Hills Associates, a Pennsylvania Limited Partnership to the Commonwealth of Pennsylvania Department of Transportation for highway purposes by Fee Simple Deed dated 9/23/2020 and recorded 10/23/2020 in Record Book 10320 page 251.

Parcel No: 30-6-39

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* OLĎ	REPUBLIC	TITLE
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FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFOR		
Why?	consumers how we co	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?	you have v • Soci • Mort • Chec	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons 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?	
	n your accou	ses — such as to process your nt(s), or respond to court orders 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?	We collect your personal information, for example, when you: 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 We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you 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.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	 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.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	Old Republic Title doesn't jointly market.

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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				