



March 26, 2021
Order No.: 764937

RE: Highway 200 East Hope ID 83836

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at NNA Highway 200.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Kellie Sweeney
Ph: (208) 665-2214
Email: ksweeney@pioneertitleco.com

Title Officer

Liz Nelson
Ph: (208)665-2237
Email: lnelson@pioneertitleco.com

Best Regards,
Your Pioneer Title Co. Team



File No. 764937

Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is "Yes."

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Kellie Sweeney
Ph: (208) 665-2214
Email: ksweeney@pioneertitleco.com

Title Officer

Liz Nelson
Ph: (208)665-2237
Email: lnelson@pioneertitleco.com

Property Address: NNA Highway 200 East Hope ID 83836

Buyer/Borrower: Mill Harbor Development LLC

Seller: Mill Harbor Development LLC

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 EXTRACTIONAL 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.

Issued By:

Pioneer Title of Bonner County
100 Wallace Avenue
Coeur d'Alene, ID 83814

*Authorized Agent for Old Republic National
Title Insurance Company*

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY		
<i>A Stock Company</i>		
<i>400 Second Avenue South, Minneapolis, Minnesota 55401</i>		
<i>(612) 371-1111</i>		
By		President
Attest		Secretary

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.

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)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

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>.



Title Insurance Commitment
First Report

Policy Issuing Agent For:
Old Republic National Title Insurance Company
Issuing Agent: Pioneer Title of Bonner County
Issuing Office: 100 Wallace Avenue

File No.: 764937
Reference No.:

Schedule A

1. Commitment Date: March 19, 2021 8:00AM

2. Policy or Policies to be issued:

(a)	2006 ALTA Owner's Policy - Standard	\$0.00	\$0.00
	Proposed Insured: Mill Harbor Development LLC		
	Endorsements:		\$0.00
	Inspection Fee: N/A		

(b)	2006 ALTA Lender's Policy -		
	Proposed Insured:		\$0.00
	Endorsements:		\$0.00
	Inspection Fee: N/A		

3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE

4. Title to the estate or interest in the land is at the Effective Date vested in:
Mill Harbor Development, LLC, an Idaho Limited Liability Company

5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Old Republic National Title Insurance Company

Authorized Signatory

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Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. We require a copy of the Certificate of Organization, Operating Agreement and Resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or encumbrance on behalf of Mill Harbor Development LLC.
6. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.

Schedule B-II

ALTA COMMITMENT

Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

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8. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000010A
Amount: \$3,489.92

Affects Lot 1.
9. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000020A
Amount: \$2,127.38

Affects lot 2
10. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000030A
Amount: \$3,127.38

Affects Lot 3
11. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000040A
Amount: \$3,127.38

Affects Lot 4
12. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000050A
Amount: \$3,127.38

Affects Lot 5
13. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RP#31720000050A
RPAmount: \$3,127.38

Affects Lot 5
14. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: RPE31720000060A
Amount: \$3,127.38

Affects Lot 6
15. The taxes showing on the title report and closing documents reflect the current information available from the Bonner County Treasurer. Any discrepancy with the taxes will be the responsibility of the seller/borrower.
16. General taxes for the year 2021, which are liens and are not yet due and payable.

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17. Sewer charges and special assessments, if any, for the City of East Hope.
No search made.
18. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: East Hope Water District
No search made.
19. Liens, dues and/or assessments owing the association herein named which may have heretofore attached pursuant to the terms and provisions of covenants, conditions and restrictions imposed upon said premises.
Association: Mill Harbor Homeowners Association, noted on the plat
No search made.
20. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Ellisport Sewer District
No search made.
21. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Sam Owen Fire Protection District
No search made.
22. Right in the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including but not limited to fishing, boating, bathing, swimming, water skiing, and other related recreational purposes, as those waters may affect the shoreland or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.
(Affects all of the premises subject of such submergence)
23. Any adverse claim based upon the assertion that some portion of said land lies below the ordinary high water mark of Lake Pend Oreille.
24. A perpetual right of way and easement to overflow, flood and submerge a portion of the property upon the terms and provisions therein set forth in a declaration of taking by the United States of America, recorded August 9, 1952 in [Book 14 Page 71](#), and by document recorded November 27, 1962 as Instrument No. [113641](#)
25. The property crosses the Northern Pacific Railroad right of way and is subject to the regulations thereof and any unrecorded licenses or agreements for said access. Railroad Right of Way adjacent and shown on map, amendment to Lease agreement for Lease No. 501374 04Hope Executed By Montana Rail Link Inc. Mill Harbor Development, LLC and BNSF Railway on 9-16-2009, Notice of the lease recorded March 17, 2011 as Instrument No. [807165](#), as noted on the recorded plat.
26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Mountain States Power Co.
Recorded: March 16, 1948
Instrument No.: [27078](#)

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27. An easement containing certain terms, conditions, reservations and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Eugene Butler
Recorded: December 6, 2006
Instrument No.: [718587](#)

Supplement to said easement recorded December 6, 2006 as Instrument No. [718588](#).

28. Matters disclosed by Record of Survey
Recorded: January 8, 1996
Instrument No.: [478740](#)

29. Matters disclosed by Record of Survey
Recorded: November 21, 2006
Instrument No.: [717625](#)

30. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Mill Harbor
Book/Page: [10/85](#)

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last months:

None

NOTE: We have searched for tax liens and judgments against Mill Harbor Development LLC and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

NNA Highway 200, Hope, ID 83836

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

Lots 1 through 6, Mill Harbor, according to the Plat thereof, recorded in Book 10 of Plats at Page(s) 85, records of Bonner County, Idaho.

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ALTA Commitment for Title Insurance



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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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

Questions?	Go to www.oldrepublictitle.com (Contact Us)
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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 nonfinancial 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				

