

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

ISSUED BY



Stewart Title Guaranty Company, a Texas Corporation ("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 to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six 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.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

Countersigned:

Authorized CounterSignature Tom Karavolos

First Ohio Title Insurance Agency, Ltd.
Company Name

Gahanna, OH 43230
City, State



Senior Chairman of the Board

Chairman of the Board

President



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 and Stipulations.
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 Stipulations 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 the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE

BY

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **February 13, 2023, 7:00 am**
2. Policy or Policies to be issued: POLICY AMOUNT
 - (a) ALTA HomeOwner's Policy - (2-3-2010)
Proposed Insured: ,
 - (b) ALTA Loan Policy - (6-17-06)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date hereof vested in:

Stephen Shoup aka Stephen M. Shoup and Kingkarn Shoup, and Ken Haring aka Kenneth W. Haring, as of the transfer date September 29, 2021 as recorded in ORV 2935, Page 154 and ORV 2935, Page 159 and as of the transfer date August 20, 2019 as recorded in ORV 2722, Page 340
5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Situated in the City of Mansfield, County of Richland, and State of Ohio:

Being Part of Lot Two Thousand Ninety Six (2096) of the consecutive numbered lots in said City and being part of John Todd's Addition as recorded in Plat Book 4, Page 6 of the Richland County Recorder's Records and being more particularly described as follows:

Beginning at an iron pin found marking the Southeast corner of Lot 2096, said iron pin also being in the West line of Lexington Avenue (60 feet in width);

Thence with the following four (4) courses:

- 1. South 89 degrees 38 minutes 57 seconds West, 199.72 feet with the South line of Lot 2096 to an iron pin found marking the Southwest corner of Lot 2096 and the Southwest corner of said John Todd's Addition:**
- 2. North 02 degrees 02 minutes 35 seconds East, 60.00 feet with the West line of Lot 2096, and the West line of John Todd's Addition to a rebar set;**
- 3. North 89 degrees 38 minutes 57 seconds East, 242.83 feet parallel with the South line of Lot 2096 to a mag nail set in the West line of Lexington Avenue;**
- 4. South 36 degrees 55 minutes 00 seconds West, 75.33 feet with the West line of Lexington Avenue to the point of beginning for the parcel herein described, containing 13264.7 square feet (0.3045 acre) subject to all legal easements, restrictions, and rights of way now on record.**

Bearings are based on the West line of Lexington Avenue being South 36 degrees 55 minutes 00 seconds West as indicated on a survey lot.

Lots 3975-3977 by Samuel W. Vance dated 7/27/00 (Survey File M-307 of the Richland County Tax Map Records) and are used to express angles only.

All rebar set are 5/8 inch diameter x 30 inch long with yellow plastic cap stamped "Weigler 7747".

Parcel No. 027-01-016-14-000

and

Situated in the City of Mansfield, County of Richland and State of Ohio:

Being a part of Lot Number Two thousand Ninety Five (2095) in said City and being of record in Plat Book 4, Page 6, and being that land of record in Deed Volume 1829, Page 805 in the Richland County Recorder's Office, and being more particularly described as follows:

Beginning at an iron pin found at the Northeast corner of Lot 2095, said point being on the Northwesterly line of Lexington Avenue (60 feet wide);

Thence from the place of beginning, South 38 degrees 52 minutes 48 seconds West along the Northwesterly line of Lexington Avenue, the Southeasterly line of Lot 2095, a distance of 88.00 feet to an iron pin found;

Thence North 87 degrees 00 minutes 00 seconds West along the South line of Lot 2095, the North line of Lot 2096, a distance of 234.00 feet to an iron pin found;

Thence North 03 degrees 39 minutes 38 seconds East across Lot 2095, a distance of 71.31 feet to an iron pin found on the North line of Lot 2095, the South line of Lot 2094;

Thence South 87 degrees 00 minutes 00 seconds East along the North line of Lot 2095, the South line of Lot 2094, a distance of 284.75 feet to the place of beginning, containing 0.425 acres, more or less.

Subject to all legal right of ways of previous record.

The above description was prepared from a survey made by Samuel W. Vance, Registered Surveyor Number 6553 in October, 1993.

Bearings based are assumed. All pins set are 3/4 inch iron pipe with plastic cups stamped "Vance 6553".

Parcel No. 027-01-093-03-000

and

Situated in the City of Mansfield, County of Richland, and State of Ohio:

Being part of Lot Two Thousand Ninety Six (2096) of the consecutively numbered lots in said City and being part of John Todd's Addition as recorded in Plat Book 4, Page 6 of the Richland County Recorder's Records and being more particularly described as follows:

Commencing at an iron pin found marking the Southeast corner of Lot 2096, said iron pin also being in the West of Lexington Avenue (60 feet in width);

Thence North 36 degrees 55 minutes 00 seconds East, 75.33 feet with the West line of Lexington Avenue to a mag nail set marking the Point of Beginning for the parcel herein described;

Thence with the following four (4) courses:

- 1. South 89 degrees 38 minutes 57 seconds West, 242.53 feet parallel with the South line of Lot 2096 to a rebar set in the West line of Lot 2096 and the West line of John Todd's Addition;**
- 2. North 02 degrees 02 minutes 35 seconds East, 66.60 feet, with the West line of Lot 2096 and JOHN Todd's Addition, to a point being referenced by a rebar set South 88 degrees 49 minutes 58 seconds East, 2.03 feet;**
- 3. South 88 degrees 49 minutes 58 seconds East, 285.03 feet with the North line of Lot 2096 to an iron pin found marking the Northeast corner of Lot 2096, said iron pin also being the West line of Lexington Avenue, passing through a rebar set for reference at 2.03 feet and an iron pin found at 50.78 feet;**
- 4. South 39 degrees 55 minutes 00 seconds West, 74.12 feet with the West line of Lexington Avenue to the point of beginning for the parcel herein described, containing 16652.1 square feet (0.3623 acre) subject to all legal easements, restrictions, and rights of way now on record.**

Bearings are based on the West line of Lexington Avenue being South 36 degrees 55 minutes 00 seconds West as indicated on a survey of Lots 3975-3977 by Samuel W. Vance dated 7/27/00 (Survey File M-307 of the Richland County Tax Map Records), and are used to express angles only.

All rear set are 5/8 inch diameter x 30 inches long with yellow plastic cap stamped "Weigler 7747".

Parcel No. 027-01-065-08-000

COMMITMENT FOR TITLE INSURANCE

BY

Stewart Title Guaranty Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Record instrument(s) conveying or encumbering the estate or interest to be insured.
5. The Company reserves the right to add other Schedule B Requirements or Exceptions upon reviewing the documents for or ascertaining details of the transaction.
6. Affidavit in form, executed by the Sellers, satisfactory to the Company, and plat of survey or inspection report from a registered surveyor in form satisfactory to the Company, if Standard Exceptions are to be modified or deleted from the proposed policy. If an affidavit is to be used in lieu of a new survey, a copy of the prior survey must accompany the affidavit. The Company reserves the right to add requirements and/or exceptions and to decline the modification or deletion of said Standard Exceptions when such affidavit, plat or report is offered for examination.
7. **NOTE: The actual value of the estate or interest to be insured must be disclosed to the company and subject to approval by the company and 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 valuation in excess of \$100,000.00 and the total liability of the company on account of this commitment shall not exceed said amount.**
8. **Legal must be pre-approved before deed filing in Richland County.**
9. **INFO NOTE: Mortgage from Thomas Polk, a married person to Patricia A. Sabo, Unmarried, filed for record on March 20, 2000 and recorded in ORV 1829, Page 807 of**

Richland County Records to secure \$50,000.00. Thomas Polk transferred deed to Patricia A. Sabo in ORV 2038, Page 691.

- 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
- 11. Properly executed Warranty Deed from Stephen Shoup aka Stephen M. Shoup and Kingkarn Shoup and Ken Haring aka Kenneth W. Haring, with release of dower of unknown spouse(s), if any, to .**

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Stewart Title Guaranty Company

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of 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. **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 for value of record the estate or interest or mortgage thereon covered by this Commitment.**
2. **Any rights, interests or claims of parties in possession not shown by the public records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.**
4. **Easements or claims of easements not shown by the public records.**
5. **Any lien, or right to a lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.**
6. **Pursuant to ORC 1509.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorder's Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof.**
7. **Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed.**
8. **Taxes as to South Part of Lot Number 2096, Parcel Number 027-01-016-14-000, (Valuation**

of Land \$1,640.00; Building \$0.00; Total \$1,640.00), for the year 2022, in the amount of \$131.82, of which the First Half in the amount of \$65.94, are Paid in Full; Taxes for the Last Half in the amount of \$65.91, are a lien, but are not yet due and payable.

Taxes as to South Part of Lot Number 2096, Parcel Number 027-01-016-14-000, for the year 2023, amount undetermined, are a lien, but are not yet due and payable.

- 9. Taxes as to Part of Lot Number 2095, Parcel Number 027-01-096-03-000, (Valuation of Land \$4,860.00; Building \$18,910.00; Total \$23,770.00), for the year 2022, in the amount of \$1,910.12, of which the First Half in the amount of \$955.06, are Paid in Full; Taxes for the Last Half in the amount of \$955.06, are a lien, but are not yet due and payable.**

Taxes as to Part of Lot Number 2095, Parcel Number 027-01-093-03-000, for the year 2023, amount undetermined, are a lien, but are not yet due and payable.

- 10. Taxes as to North Part of Lot Number 2096, Parcel Number 027-01-065-08-000, (Valuation of Land \$1,310.00; Building \$350.00; Total \$1,660.00), for the year 2022, in the amount of \$94.84, of which the First Half in the amount of \$47.42, are Paid in Full; Taxes for the Last Half in the amount of \$47.42, are a lien, but are not yet due and payable.**

Taxes as to North Part of Lot Number 2096, Parcel Number 027-01-065-08-000, for the year 2023, amount undetermined, are a lien, but are not yet due and payable.

- 11. Special Taxes and Assessments of any kind, if any. (Note: There are no Special Assessments shown on the Treasurer's Duplicate).**
- 12. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**
- 13. This commitment for policy does not insure the quantity of land described in Schedule A.**
- 14. Rights of Public to use those portions of subject premises lying within the confines of public roads and highways.**
- 15. Building Setback lines, as per recorded plat.**
- 16. Utility Easements, as per recorded plat.**
- 17. Ingress/Egress Easement granted by instrument recorded in ORV 2734, Page 793 of Richland County Records. Note: For further conditions, see record. Note: We have made no examination of the above instrument.**
- 18. Easement granted by instrument recorded in ORV 2731, Page 152 of Richland County Records. Note: For further conditions, see record. Note: We have made no examination of the above instrument.**

19. **Joint Driveway Agreement recorded in DB 835, Page 481 of Richland County Records. Note: For further conditions, see record. Note: We have made no examination of the above instrument.**

20. **Ingress/Egress Easement granted by instrument recorded in ORV 1779, Page 124 of Richland County Records. Note: For further conditions, see record. Note: We have made no examination of the above instrument.**

EXHIBIT A

Property for Parcel(s):

Situated in the City of Mansfield, County of Richland, and State of Ohio:

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Parcel No. 027-01-016-14-000

and

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Thence North 87 degrees 00 minutes 00 seconds West along the South line of Lot 2095, the North line of Lot 2096, a distance of 234.00 feet to an iron pin found;

Thence North 03 degrees 39 minutes 38 seconds East across Lot 2095, a distance of 71.31 feet to an iron pin found on the North line of Lot 2095, the South line of Lot 2094;

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3. South 88 degrees 49 minutes 58 seconds East, 285.03 feet with the North line of Lot 2096 to an iron pin found marking the Northeast corner of Lot 2096, said iron pin also being the West line of Lexington Avenue, passing through a rebar set for reference at 2.03 feet and an iron pin found at 50.78 feet;
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Parcel No. 027-01-065-08-000

TAX CERTIFICATION

Effective Date: 02/13/2023

Address: 0 Lexington Ave.
Mansfield, OH 44907

Current Homeowner: Stephen Shoup aka Stephen M. Shoup and Kingkarn Shoup and Ken Haring aka Kenneth W. Haring

Parcel Number: 027-01-016-14-000 & 027-01-093-03-000 & 027-01-065-08-000

Treasurer: Richland

Taxes Paid: Bi-Annually

Due Dates:

2022 taxes: 1st half in the amount of \$65.91 is paid
2nd half in the amount of \$65.91 is due

Homestead: None

Assessments: None

Parcel 2

1st half in the amount of \$955.06 is paid
2nd half in the amount of \$955.06 is due

Parcel 3

1st half in the amount of \$47.42 is paid
2nd half in the amount of \$47.42 is due

ALTA PRIVACY FORM
Revised August 28, 2001
Stewart Title Guaranty Company and/or First Ohio Title Insurance Agency, Ltd.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, 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. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company and First Ohio Title Insurance Agency, Ltd.**

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

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

The ALTA privacy form includes a full list of the requisite disclosures. The sample form does not envision sharing of information outside the corporate title insurance underwriter and affiliate or agent structure. If you are considering sharing nonpublic customer information and do not qualify for an exception within the Federal Trade Commission and/or state rules, please obtain legal advice on what should be included in your form.