

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Insurer.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title insurance policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V, Paragraphs C or D, issued by Prior Insurer.
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance to a bona fide purchaser for value; a deed in lieu of foreclosure; or conveyance made pursuant to a judgment of foreclosure.
- II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

F. This Agreement shall not apply if the defect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect.

3. the Current Policy is an owner's policy issued to an unrelated insured.

2. the insured, as defined by the Prior Policy, is the seller in the Transaction that will be insured by the Current Policy, and

1. the insured, as defined by the Prior Policy, has acquired title to the Land by foreclosure or by deed-in-lieu of foreclosure,

D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:

C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the insured covered by the Prior Policy is the seller or borrower in the Current Insurer's Transaction.

V.D.3.

B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article 16.

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V. Conditions. The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advance/revolving credit/equity line mortgage as defined in Paragraph (F) of the Certificate of Release Act has been issued shall be deemed effectively released. Certificates of Release for which a Certificate of Release pursuant to the Mortgage Conditions. Mortgages for which a Certificate of Release is issued shall be deemed effective only for the purpose of releasing the mortgage from the prior mortgagee.

IV. Defect. The Indemnification under Section II of this Agreement shall apply only to:

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

III. Limitation of Indemnity. The maximum amount of the indemnity of Prior

Insurer provided by this agreement shall not exceed the lesser of:

F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against effects, losses or encumbrances created or attaching subsequent to the effective date of any Prior Policy.

D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.

C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current rights, benefits, remedies, obligations, or liabilities not specifically outlined in this agreement among the parties. No provision in this Agreement is intended to confer any rights or benefits, remedies, obligations, or liabilities under title insurance policies under this Agreement is intended or deemed to constitute a partnership or joint venture between the two companies shall have no obligations participation in this Agreement, then the two companies shall have no other company's participation in this Agreement is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's signature to another company, if such notice is sent prior to the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement (as specified in Paragraph A).

B. Any signatory to this Agreement, decline to participate in this Agreement as to such signature to this Agreement, at any time, by notice sent to another signatory to this Agreement may, at any time, by notice sent to another signatory company becomes a party to this Agreement.

Any notices sent pursuant to this paragraph are not required to be sent to all that are to be issued for transactions that closed after the receipt of such notice under this Agreement to each other for any liability under title insurance policies under this Agreement, then the two companies shall have no obligations participation in this Agreement, then the two companies shall have no other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies shall have no obligations under this Agreement if such notice is sent after the effective date of the other company's participation in this Agreement (as specified in Paragraph A).

A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement shall become effective 30 days after the date on which the insurance company signing this Agreement has participated in title insurance between a company signing this Agreement and any other participating title insurance company signing this Agreement.

G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.

as any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

VI. Stipulations.

P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

O. Nothing contained in this Agreement shall be construed to create any rights in non-party that he, she or it is a third-party beneficiary of this Agreement.

Policies issued by Prior Insurer or Current Insurer or to give rise to any claim by a non-parties to this Agreement (including, without limitation, the insured under the

N. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the Current Insurer has liability under the Current Policy or under its indemnities to a later Current Insurer for a Defect.

M. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or cancellation of obligations as defined in Section II of this Agreement shall be created for a party after notice of cancellation is received by that party.

L. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of the parties, and such specific agreements shall not be deemed to suspend, cancel or otherwise terminate any of the rights or obligations between those parties under this Agreement.

K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to delegate any of the duties or the rights of the Current Insurer to the Prior Insurer. The Current Insurer shall be entitled to administer the claim submitted by the insured under the Current Policy.

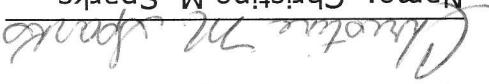
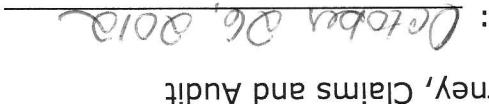
J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.

I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.

H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.

G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.

F. The Prior Insurer shall pay the proposed payment or settlement under this Agreement to the Prior Insurer at its expense.

COMPANY:	
By: 	Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606 Title: Vice President - Managing Attorney, Claims and Audit
By: 	Attn: Title Guaranty Fund, Inc. Attorneys, Title Guaranty Fund, Inc. One South Wacker 24th Floor Chicago, IL 60606 Title: Vice President M. Sparks Attorney, Claims and Audit
Date: October 06, 2012	
Chicago Title Insurance Company Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Title: Vice President Name: Robert Wineman By: _____ Date: _____	

IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the Agreement is voluntary and within the sole discretion of each title insurance company licensed to do business in Illinois. Transactions where defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

COMPANY:	SEND NOTICES TO:	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	FIDELITY NATIONAL TITLE INSURANCE 100 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	FIRST AMERICAN TITLE INSURANCE COMPANY MICHAEL MILLS ROBERT J. DUFFIN 27775 DIBELI ROAD FIRST AMERICAN TITLE INSURANCE COMPANY WARRENVILLE, ILLINOIS 60555 Name: Michael Mills Title: Senior Vice President - EASTERN DIVISION DIRECT OPERATIONS Date: _____	OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY KIRK STERLING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY 11960 WESTLINE INDUSTRIAL DRIVE SUITE 230 ST. LOUIS, MO 63146 Name: _____ Title: _____ By: _____ Date: _____	OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY KIRK STERLING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY 11960 WESTLINE INDUSTRIAL DRIVE SUITE 230 ST. LOUIS, MO 63146 Name: _____ Title: _____ By: _____ Date: _____	STEWART TITLE GUARANTY COMPANY ATTN: STEWART LEGAL SERVICES 2055 W. ARMY TRAIL ROAD, SUITE 110 ADDISON, IL 60101 Name: James L. Gosdin Title: Senior Vice President - CHIEF UNDERWRITING COUNSEL - ASSOCIATE GENERAL COUNSEL Date: _____	STEWART TITLE GUARANTY COMPANY ATTN: STEWART LEGAL SERVICES 2055 W. ARMY TRAIL ROAD, SUITE 110 ADDISON, IL 60101 Name: James L. Gosdin Title: Senior Vice President - CHIEF UNDERWRITING COUNSEL - ASSOCIATE GENERAL COUNSEL Date: _____
SEN D NOTICES TO:	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	ILLINOIS STATE COUNSEL Fidelity National Title Group 10 S. LASALLE STREET SUITE 3100 CHICAGO, IL 60603 Name: Robert Wineman Title: Vice President Date: _____	ILLINOIS STATE COUNSEL Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, Mo 63146 Name: _____ Title: _____ By: _____ Date: _____	ILLINOIS STATE COUNSEL Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, Mo 63146 Name: _____ Title: _____ By: _____ Date: _____	STEWART TITLE GUARANTY COMPANY ATTN: STEWART LEGAL SERVICES 2055 W. ARMY TRAIL ROAD, SUITE 110 ADDISON, IL 60101 Name: James L. Gosdin Title: Senior Vice President - CHIEF UNDERWRITING COUNSEL - ASSOCIATE GENERAL COUNSEL Date: _____	STEWART TITLE GUARANTY COMPANY ATTN: STEWART LEGAL SERVICES 2055 W. ARMY TRAIL ROAD, SUITE 110 ADDISON, IL 60101 Name: James L. Gosdin Title: Senior Vice President - CHIEF UNDERWRITING COUNSEL - ASSOCIATE GENERAL COUNSEL Date: _____			

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company	Samuel A Shieh Title Resources Guaranty Company 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018
Name: Paul McNutt, Jr.	Title: Executive Vice President - General Counsel Date: _____
By: _____	
WFG National Title Insurance Company	WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68 th Parkway Portland, OR 97223
Name: Steven Winkler	Title: Chief Underwriting Counsel and Corporate Secretary Date: _____
By: _____	

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Insurer.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title insurance policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V, Paragraphs C or D, issued by Prior Insurer.
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance made pursuant to a judgment of foreclosure.
 - II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

- IV. Defect.** The Indemnification under Section II of this Agreement shall apply only to:
- C. \$500,000.00.
 - B. the amount of insurance as defined in the Prior Policy; or
 - A. the amount of liability of the Prior Insurer under the Prior Policy,
- III. Limitation of Indemnity.** The maximum amount of the indemnity of Prior Insurer provided by this agreement shall not exceed the lesser of:
- A. the amount of liability of the Prior Insurer under the Prior Policy,
 - B. the amount of insurance as defined in the Prior Policy; or
 - C. \$500,000.00.
- V. Conditions.** The following conditions limit the applicability of this Agreement:
- A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.
 - B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article V.D.3.
 - C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the Insured covered by the Prior Policy is the seller or borrower in the Current Insurer's Transaction.
 - D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the Insured covered by the Prior Policy is the seller in the Transaction.
 - E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect, that will be insured by the Current Policy, and
 - F. This Agreement shall not apply if the defect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined from the Defect.

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy as a basis of indemnity.
- B. Any signatory to this Agreement, at any time, by notice sent to another signatory to this Agreement, decline to participate in this Agreement as to such other signatory to this Agreement. If such notice is sent prior to the effective date of the other company's participation in this Agreement (as specified in paragraph A), then the two companies shall have no obligations under this Agreement after the effective date of the other company's participation in this Agreement. If such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement except those arising from losses arising from Defects as provided by this Agreement. Nothing in this Agreement is intended or deemed to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.
- C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

VI. Stipulations.

- G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.
- as any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

- G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to delegate any of the duties or the rights of the Current Insurer to the Prior Insurer. The Current Insurer shall be entitled to administer the claim submitted by the insured under the Current Policy.
- L. This Agreement may be supplemented or superseded by any specific written indemnity agreement by any party to Prior Policies issued on any date prior or subsequent to M. The indemnity applies to Prior Policies issued upon this Agreement to N. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the non-party that he, she or it is a third-party beneficiary of this Agreement.
- O. Nothing contained in this Agreement shall be construed to create any rights in policies issued by Prior Insurer or Current Insurer) or to give rise to any claim by a non-parties to this Agreement (including, without limitation, the insured under the non-party that he, she or it is a third-party beneficiary of this Agreement.
- P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

			COMPANY:
Atorneys' Title Guaranty Fund, Inc.	Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606	Name: Christine M. Sparks Title: Vice President - Managing Attorney, Claims and Audit	Date: _____
Attorneys' Title Guaranty Fund, Inc.	Attn: Title Guaranty Fund, Inc. Attorneys' Title Guaranty Fund, Inc.	Name: Christopher M. Sparks Title: Vice President - Managing Attorney, Claims and Audit	Date: _____
Illinois State Counsel Fidelity National Title Group 10 S. Lasalle Street Suite 3100 Chicago, IL 60603	Illinois State Counsel Fidelity National Title Group 10 S. Lasalle Street Suite 3100 Chicago, IL 60603	Name: Robert Wineman Title: Vice President	Date: 11-6-12
Chicago Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. Lasalle Street Suite 3100 Chicago, IL 60603	By: _____	By: _____

IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement, but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the Agreement is voluntary and within the sole discretion of each title insurance company licensed to do business in Illinois.

The Agreement is recognized and within the sole discretion of each title insurance company's participation in this Agreement is to facilitate real estate transactions where defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for protection of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

R. This Contract may be executed in Illinois; that the sole purpose of a title insurance company licensed to do business in Illinois, to impede competition of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

COMPANY:	
Commonwealth Land Title Insurance Company	SEND NOTICES TO:
Fidelity National Title Group Illinois State Counsel 10 S. LASALLE Street Suite 3100 Chicago, IL 60603	By: Name: Robert Winemaan Title: Vice President Date: 11-6-12
Fidelity National Title Group Illinois State Counsel 10 S. LASALLE Street Suite 3100 Chicago, IL 60603	By: Name: Robert Winemaan Title: Vice President Date: 11-6-12
Fidelity National Title Insurance Company Illinois State Counsel 10 S. LASALLE Street Suite 3100 Chicago, IL 60603	By: Name: Robert Winemaan Title: Vice President Date: 11-6-12
Fidelity National Title Group Illinois State Counsel 10 S. LASALLE Street Suite 3100 Chicago, IL 60603	By: Name: Robert Winemaan Title: Vice President Date: 11-6-12
First American Title Insurance Company Michael Mills Robert J. Duffin 27775 Dihel Road Warrenville, Illinois 60555	By: Name: Michael Mills Title: Senior Vice President - Eastern Division Direct Operations Date: _____
Kirk Sterling Old Republic National Title Insurance Company Old Republic National Title Insurance Company Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146	By: Name: _____ Title: _____ Date: _____
Kirk Sterling Old Republic National Title Insurance Company Old Republic National Title Insurance Company Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146	By: Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company Old Republic National Title Insurance Company Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146	By: Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company Old Republic National Title Insurance Company Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146	By: Name: _____ Title: _____ Date: _____
Stewart Title Guaranty Company Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101	By: Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____
Stewart Title Guaranty Company Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101	By: Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____

COMPANY:	
Title Resources Guaranty Company Samuel A Shieh Title Resources Guaranty Company 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 Title: Executive Vice President - Name: Paul McNutt, Jr. General Counsel Date: _____	WFG National Title Insurance Company WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 Title: Chief Underwriting Counsel Name: Steven Winkler and Corporate Secretary Date: _____
SEND NOTICES TO:	

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
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STATE OF ILLINOIS

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

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from the Defect.

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising

3. the Current Policy is an owner's policy issued to an unrelated insured.

that will be insured by the Current Policy, and

2. the insured, as defined by the Prior Policy, is the seller in the Transaction

foreclosure or by deed-in-lieu of foreclosure,

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Agreement if:

D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this

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V.D.3.

B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V.

Conditions. The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advance/revolving credit/equity line mortgage is defined in Paragraph (F) of the Conditions. Mortgages for which a Certificate of Release pursuant to the Mortgage Certificate of Release Act has been issued shall be deemed effectively released.

to:

IV. **Defect.** The Indemnification under Section II of this Agreement shall apply only

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

Insurer provided by this Agreement shall not exceed the lesser of:

III. **Limitation of Indemnity.** The maximum amount of the indemnity of Prior

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement shall become effective 30 days after the date on which the insurance company signing this Agreement becomes a party to this Agreement.
- B. Any signatory to this Agreement, decline to participate in this Agreement as to such other signatory to this Agreement. If such notice is sent prior to the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies have no obligations under this Agreement to each other. If such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations to each other.
- C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement is intended or deemed to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.
- D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, losses or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

VI. Stipulations.

- G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.
- H. As any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

- G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to obligate the Prior Insurer to delegate any of the duties or obligations under this Agreement to another party.
- L. This Agreement may be superseded or replaced by any specific written indemnity agreement by and between any of the parties, and such specific indemnity agreements shall not be deemed to suspend, cancel or otherwise terminate any of the rights or obligations between those parties under this Agreement.
- M. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or non-negligent obligations shall be created for a party after notice of cancellation II of this Agreement or indemnity of Prior Policies as defined in Section II of the indemnity upon this Agreement to create any rights in favor of a party.
- N. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the Current Insurer has liability under the Current Policy or under its indemnities to a non-party that he, she or it is a third-party beneficiary of this Agreement.
- O. Nothing contained in this Agreement shall be construed to create any rights in dealing in carrying out their obligations under this Agreement.
- P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

COMPANY:	SEND NOTICES TO:	
By:	Attorneys' Title Guaranty Fund, Inc.	Attorneys' Title Guaranty Fund, Inc. Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606 Title: Vice President - Managing Attorney, Claims and Audit Name: Christine M. Sparks
Date:		
By:	Chicago Title Insurance Company Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Title: Vice President Name: Robert Wineman	Date: _____ Title: Vice President Name: _____

IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the insurance company's participation in this Illinois, that the sole purpose of a title company licensed to do business in Illinois, transactions where defects may otherwise pose an impediment to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, which, for all purposes, is to facilitate real estate transactions where defects may otherwise pose an impediment to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, necessarily to produce or account for more than one such counterpart.

COMPANY:	SEND NOTICES TO:
Commonwealth Land Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President By: Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President By: Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President By: Date: _____
First American Title Insurance Company	Michael Mills Robert J. Duffin First American Title Insurance Company 27775 Dihel Road Warrenville, Illinois 60555 Name: Michael Mills Title: Senior Vice President By: Date: <i>10/30/2012</i>
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ By: Date: _____
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ By: Date: _____
First American Title Insurance Company	Micheal Mils Robert J. Duffin First American Title Insurance Company 27775 Dihel Road Warrenville, Illinois 60555 Name: Micheal Mils Title: Senior Vice President By: Date: <i>10/30/2012</i>
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ By: Date: _____
Stewart Title Guaranty Company	Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel By: Date: _____
Stewart Title Guaranty Company	Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel By: Date: _____

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company Samuel A Shieh	Name: Paul McNutt, Jr. Title: Executive Vice President - 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 General Counsel Date: _____
Title Resources Guaranty Company 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 General Counsel Date: _____	Name: Steven Winkler Title: Chief Underwriting Counsel ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By: _____ WFG National Title Insurance Company WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary By: _____ Date: _____

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Insurer.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title Policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V, Paragraphs C or D, issued by Prior Insurer.
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance to a bona fide purchaser for value; a deed in lieu of foreclosure; or conveyance made pursuant to a judgment of foreclosure.
- II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

F. This Agreement shall not apply if the defect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined from the Defect.

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect.

3. the Current Policy is an owner's policy issued to an unrelated insured.

2. the insured, as defined by the Prior Policy, is the seller in the Transaction that will be insured by the Current Policy, and foreclosure or by deed-in-lieu of foreclosure,

1. the insured, as defined by the Prior Policy, has acquired title to the Land by D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:

C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the insured covered by the Prior Policy is the seller or borrower in the Current Insurer's Transaction.

B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article V.D.3.

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V. Conditions. The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advance/revolving credit/equity line mortgage as defined in Paragraph (F) of the Certificate of Release Act has been issued shall be deemed effectively released. Certificates for which a Certificate of Release pursuant to the Mortgage Conditions. Mortgages for which a Certificate of Release is not a "gap" mortgage is not effective until the lessor of:

IV. Defect. The Indemnification under Section II of this Agreement shall apply only to:

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

Insurer provided by this Agreement shall not exceed the lesser of:

III. Limitation of Indemnity. The maximum amount of the indemnity of Prior

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participants signing this Agreement in accordance with Section VII F. All obligations under this Agreement shall become effective 30 days after the date on which the insurance company shall become effective between a company signing this Agreement and any other participating title insurance company signing this Agreement. If such notice is sent prior to the effective date of the other company's signature to this Agreement, if such notice is sent after the effective date of the other company's participation in this Agreement, or if such notice is sent to another participant in this Agreement, it shall become effective 30 days after the date on which the insurance company becomes a party to this Agreement.
- B. Any signatory to this Agreement, at any time, by notice sent to another signatory to this Agreement, decline to participate in this Agreement. If such notice is sent to another signatory to this Agreement, it shall become effective 30 days after the date on which the insurance company becomes a party to this Agreement.
- C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement is intended to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.
- D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

- G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.
- H. Any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

VI. stipulations.

- G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- H. If the Prior Insurer is pre-judiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the Pre-judice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in K. The Current Insurer may be supplemented or superseded by any specific written indemnity agreements by and between any of the parties, and such specific indemnity agreements shall not be deemed to suspend, cancel or otherwise terminate any of agreements that are not between those parties under this Agreement.
- L. This Agreement may be supplemented or superseded by any specific written indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or indemnifications as defined in Section II of this Agreement shall be created for a party after notice of cancellation is received by that party.
- M. The indemnity applies to Prior Policies issued upon this Agreement to a party arising under this Agreement with respect to other Defects. However, the obligations of a separate Agreement between those parties under this Agreement or under any agreement not between those parties under this Agreement shall not be altered by any separate party arising under this Agreement.
- N. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the non-party that he, she or it is a third-party beneficiary of this Agreement.
- O. Nothing contained in this Agreement shall be construed to create any rights in favor of indemnities issued by Prior Insurer or Current Insurer) or to give rise to any claim by a non-party to this Agreement, without limitation, the insured under the
- P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

COMPANY:	
By: _____ Attn: _____ Attorneys' Title Guaranty Fund, Inc.	Date: _____ Title: Vice President - Managing Attorney, Claims and Audit Name: Christine M. Sparks One South Wacker 24th Floor Chicago, IL 60606
By: _____ Attn: _____ Attorneys' Title Guaranty Fund, Inc.	Date: _____ Title: Vice President - Managing Attorney, Claims and Audit Name: Robert Wineman Illinois State Council 10 S. LaSalle Street Suite 3100 Chicago, IL 60603
Chicago Title Insurance Company Illinois State Council Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603	By: _____ Title: Vice President Name: Robert Wineman Illinois State Council Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603

IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the Insurance company's participation in this Agreement is to facilitate real estate transactions where defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

COMPANY:	SEND NOTICES TO:
Commonwealth Land Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
First American Title Insurance Company	Michael Mills Robert J. Duffin First American Title Insurance Company 27775 Dihel Road Warrenville, Illinois 60555 Name: Michael Mills Title: Senior Vice President Date: _____
First American Title Insurance Company	Michael Mills Robert J. Duffin First American Title Insurance Company 27775 Dihel Road Warrenville, Illinois 60555 Name: Michael Mills Title: Senior Vice President Date: _____
Kirk Sterling National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: Kirk Sterling Title: Senior Vice President Date: 11/5/12
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: Kirk Sterling Title: Senior Vice President Date: 11/5/12
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: Kirk Sterling Title: Senior Vice President Date: 11/5/12
Stewart Title Guaranty Company	Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____
Stewart Title Guaranty Company	Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company Samuel A Shieh 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 Title Resources Guaranty Company By: _____ Date: _____	Title: Executive Vice President - Name: Paul McNutt, Jr. General Counsel Title: _____ Date: _____
WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By: _____ Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary Date: _____	

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Insurer.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title Policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V, Paragraphs C or D, issued by Prior Insurer.
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance made pursuant to a judgment of foreclosure.
 - II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

F. This Agreement shall not apply if the defect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined

from the Defect.

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect.

3. the Current Policy is an owner's policy issued to an unrelated insured.

2. the insured, as defined by the Prior Policy, is the seller in the Transaction that will be insured by the Current Policy, and foreclosure or by deed-in-lieu of foreclosure,

1. the insured, as defined by the Prior Policy, has acquired title to the Land by

D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:

C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Current Insurer's Transaction.

V.D.3.

B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article C. An owner's policy issued by Prior Insurer is the seller or borrower in this Agreement if the insured covered by the Prior Policy is the seller or buyer in the Current Insurer's Transaction.

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V. Conditions. The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advance/revolving credit/equity line mortgage as defined in Paragraph (F) of the Conditions. Mortgages for which a Certificate of Release pursuant to the Mortgage Certificate of Release Act has been issued shall be deemed effectively released.

IV. Defect. The Indemnification under Section II of this Agreement shall apply only to:

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

Insurer provided by this Agreement shall not exceed the lesser of:

III. Limitation of Indemnity. The maximum amount of the indemnity of Prior

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement company shall become effective 30 days after the date on which the insurance company signing this Agreement becomes a party to this Agreement.
- B. Any signatory to this Agreement, decline to participate in this Agreement as to such other signatory to this Agreement. If such notice is sent prior to the effective date of the other company's participation in this Agreement, no obligation under this Agreement is incurred by such other signatory to this Agreement, at any time, by notice sent to another signatory to this Agreement may, at any time, by notice sent to another signatory to this Agreement.
- C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement is intended or deemed to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.
- D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

VI. Stipulations.

- G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.
- H. Any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

- G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to delegate any of the duties or the rights in the Current Insurer to the Prior Insurer. The Current Insurer shall be entitled to administer the claim submitted by the insured under the Current Policy.
- L. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of the parties, and such specific indemnity agreements shall not be deemed to suspend, cancel or otherwise terminate any of the rights or obligations between those parties under this Agreement.
- M. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or cancellation obligation arises under Section II of this Agreement unless created for a party after notice of cancellation is received by that party.
- N. After a Current Insurer issues upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the non-parties to this Agreement (including, without limitation, the insured under the policies issued by Prior Insurer or Current Insurer) or to give rise to any claim by a third-party that is a third-party beneficiary of this Agreement.
- O. Nothing contained in this Agreement shall be construed to create any rights in P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

COMPANY:	SEND NOTICES TO:
IN WITNESSES WHEREOF,	the parties hereto have caused this Agreement to be executed as of the date first set forth below.
By:	S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.
Date:	R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the Insurance company licensed to do business in Illinois, transactions where defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, collectively or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

IN WITNESSES WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

COMPANY:		SEND NOTICES TO:
Commonwealth Land Title Insurance	Illinois State Counsel	Illinois National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Title: Robert Wineman Name: Robert Wineman Title: Vice President Date:
Fidelity National Title Insurance	Illinois State Counsel	Fidelity National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Title: Robert Wineman Name: Robert Wineman Title: Vice President Date:
Fidelity National Title Insurance	Illinois State Counsel	Fidelity National Title Group 10 S. LASALLE Street Suite 3100 Chicago, IL 60603 Title: Robert Wineman Name: Robert Wineman Title: Vice President Date:
First American Title Insurance Company	Michael Mills	First American Title Insurance Company Robert J. Duffin 27775 Dihel Road Warrenville, Illinois 60555 Title: Michael Mills Name: Michael Mills Title: Senior Vice President - Eastern Division Direct Operations Date:
First American Title Insurance Company		Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Title: Name: By: Date:
Old Republic National Title Insurance Company		Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Title: Name: By: Date:
First American Title Insurance Company		Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Title: Name: By: Date:
First American Title Insurance Company		Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Title: Name: By: Date:
First American Title Insurance Company		Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Title: Name: By: Date:
Stewart Title Guaranty Company		Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Title: Name: By: Date:
Stewart Title Guaranty Company		Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 Name: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Title: Name: By: Date:

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company Samuel A Shieh Title Resources Guaranty Company 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 Title: Executive Vice President - Name: Paul McNutt, Jr. General Counsel Date: _____	WFG National Title Insurance Company WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By: _____ Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary Date: _____

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Insurer.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title Policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V,
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance made pursuant to a judgment of foreclosure.
 - II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

F. This Agreement shall not apply if the defect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined

from the Defect.

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising

3. the Current Policy is an owner's policy issued to an unrelated insured.

that will be insured by the Current Policy, and

2. the insured, as defined by the Prior Policy, is the seller in the Transaction foreclosure or by deed-in-lieu of foreclosure,

1. the insured, as defined by the Prior Policy, has acquired title to the Land by

D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:

C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the Insured covered by the Prior Policy is the seller or borrower in the Current Insurer's Transaction.

V.D.3.

B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V. Conditions. The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advances/revolving credit/equity line mortgage as defined in Paragraph (F) of the Conditions. Mortgages for which a Certificate of Release pursuant to the Mortgage Certificate of Release Act has been issued shall be deemed effectively released.

IV. Defect. The Indemnification under Section II of this Agreement shall apply only to:

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

Insurer provided by this Agreement shall not exceed the lesser of:

III. Limitation of Indemnity. The maximum amount of the indemnity of Prior

F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, losses or encumbrances created or attaching subsequent to the effective date of any Prior Policy.

D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.

C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement is intended or deemed to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.

B. Any signatory to this Agreement, at any time, by notice sent to another signatory to this Agreement, may, at any time, by notice sent to another signatory to this Agreement, decline to participate in this Agreement if such other signatory to this Agreement, If such notice is sent prior to the effective date of the other company's participation in this Agreement (as specified in Paragraph A), then the two companies shall have no obligations under this Agreement to each other. If such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement, then the two companies shall have no obligations under this Agreement to each other. If such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement to each other.

A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement shall become effective 30 days after the date on which the insurance company signing this Agreement becomes a party to this Agreement.

G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.

as any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

- G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- I. Notching in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to deprive Prior Insurer of the rights of the Current Insurer to the Prior Insurer to delegate any of the duties or the rights in this Agreement under the Prior Insurer to the Prior Insurer.
- L. This Agreement may be superseded or replaced by any specific written indemnity agreements by and between any of the parties, and such specific indemnity agreements shall not be deemed to suspend, cancel or otherwise terminate any of the rights or obligations between those parties under this Agreement.
- M. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new rights of indemnification or cancellation obligations as defined in Section II of this Agreement shall be created for a party after notice of cancellation is received by that party.
- N. After a Current Insurer issues upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the Current Insurer has liability under the Current Policy or under its indemnities to a non-party that he, she or it is a third-party beneficiary of this Agreement.
- O. Nothing contained in this Agreement shall be construed to create any rights in policies issued by Prior Insurer or Current Insurer) or to give rise to any claim by a non-party to this Agreement, including, without limitation, the insured under the non-party that he, she or it is a third-party beneficiary of this Agreement.
- P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

COMPANY:	SEND NOTICES TO:
<p>Attorneys', Title Guaranty Fund, Inc.</p> <p>Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606</p> <p>Title: Vice President - Managing Attorney, Claims and Audit</p> <p>By: Christine M. Sparks</p>	<p>Date: _____</p> <p>Attorneys', Title Guaranty Fund, Inc.</p> <p>Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606</p> <p>Title: Vice President - Managing Attorney, Claims and Audit</p> <p>By: Christine M. Sparks</p>
<p>Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603</p> <p>Name: Robert Wineman Title: Vice President</p> <p>By: Chicago Title Insurance Company</p>	<p>Date: _____</p> <p>Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603</p> <p>Name: Robert Wineman Title: Vice President</p> <p>By: Chicago Title Insurance Company</p>

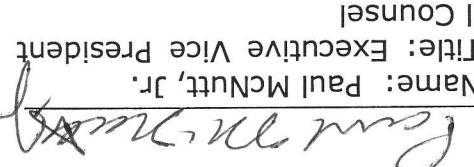
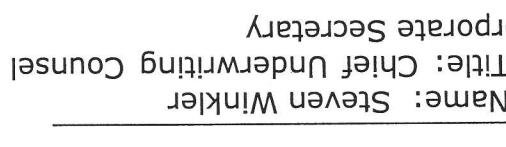
IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the insurance company's participation in this Agreement is to facilitate real estate transactions where deferrals may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

COMPANY:	SEND NOTICES TO:
Commonwealth Land Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
Commonwealth Land Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
Fidelity National Title Insurance Company	Illinois State Counsel Fidelity National Title Group 10 S. LaSalle Street Suite 3100 Chicago, IL 60603 Name: Robert Wineman Title: Vice President Date: _____
First American Title Insurance Company	Michael Mills Robert J. Duffin First American Title Insurance Company 2775 Diethyl Road Warrenville, Illinois 60555 Name: Michael Mills Title: Senior Vice President - Eastern Division Direct Operations Date: _____
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company	Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company	Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ Date: _____
Old Republic National Title Insurance Company	Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146 Name: _____ Title: _____ Date: _____
Stewart Title Guaranty Company	By: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____
Stewart Title Guaranty Company	By: James L. Gosdin Title: Senior Vice President - Chief Underwriting Counsel - Associate General Counsel Date: _____

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company Samuel A Shieh	9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 Title Resources Guaranty Company By:  Title: Executive Vice President - Name: Paul McNutt, Jr. General Counsel Date: 10/29/12
WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By:  Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary Date: _____	

- I. **Definition of Terms.** The following terms when used in this Agreement mean:
- A. "Current Insurer" means the title insurance company that is issuing a commitment to insure title to the Land in a Current Policy dated after the Date of Prior Policy.
 - B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Agreement.
 - C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
 - D. "Defect" means an item of the type described in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
 - E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Policy.
 - F. "Land" means the real property described as "Land" in the Prior Insurer's title insurance policy.
 - G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
 - H. "Prior Policy" means a policy of title insurance as set forth in Section V.
 - I. "Public Records" means the "Public Records" as defined by the Prior Policy.
 - J. "Transaction" means a mortgage, deed of trust or conveyance to a bona fide purchaser for value; a deed in lieu of foreclosure; or conveyance made pursuant to a judgment of foreclosure.
- II. **Indemnification.** Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from a Defect of the type described in Section IV and insured against by the Prior Policy.

STATE OF ILLINOIS INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

F. This Agreement shall not apply if the effect is a "gap" mortgage, or open future advance/revolving credit/equity line mortgage. A "gap" mortgage shall be defined from the Defect.

E. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the effective date of the Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect.

3. the Current Policy is an owner's policy issued to an unrelated insured.

2. the insured, as defined by the Prior Policy, is the seller in the Transaction that will be insured by the Current Policy, and

1. the insured, as defined by the Prior Policy, has acquired title to the Land by foreclosure or by deed-in-lieu of foreclosure,

D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:

C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the insured covered by the Prior Policy is the seller or borrower in the Current Insurer's Transaction.

V.D.3.
B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect. Defect shall be deemed to include the insured mortgage under a Prior Policy only for the purposes of Article 11.

A. The Agreement is applicable only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

V. **Conditions.** The following conditions limit the applicability of this Agreement:

Mortgages or Trust Deeds that have not been effectively released, discharged or reconveyed, provided the mortgage is not a "gap" mortgage or a future advance/revolving credit/equity line mortgage is defined in Paragraph (F) of the Certificate of Release Act has been issued shall be deemed effectively released. Conditions. Mortgages for which a Certificate of Release pursuant to the Mortgage Certificates or Releasements only for title insurance policies wherein the Current Insurer has prepared a commitment in anticipation of insuring title to land within the State of Illinois as a result of a Transaction.

IV. **Defect.** The Indemnification under Section II of this Agreement shall apply only to:

C. \$500,000.00.

B. the amount of insurance as defined in the Prior Policy; or

A. the amount of liability of the Prior Insurer under the Prior Policy,

Insurer provided by this agreement shall not exceed the lesser of:

III. **Limitation of Indemnity.** The maximum amount of the indemnity of Prior

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in Illinois. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII F. All obligations under this Agreement shall basis of indemnity.
- B. Any signatory to this Agreement, decline to participate in this Agreement as to another signatory to this Agreement, if such notice is sent prior to the effective date of the other signatory to this Agreement. If such notice is sent after the effective date of the other signatory to this Agreement, it becomes a party to this Agreement.
- C. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer from loss arising from Defects as provided by this Agreement. Nothing in this Agreement is intended to constitute a partnership or joint venture among the parties. No provision in this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities not specifically outlined in this Agreement.
- D. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.
- E. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- F. All notices required or permitted by this Agreement shall be given in writing by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

VI. Stipulations.

- G. This Agreement shall apply only if the Current Insurer is in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on said Prior Policy as a basis of indemnity.
- as any mortgage that recorded within three (3) months prior to the effective date of the Prior Policy.

P. The parties to this Agreement will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

O. Nothing contained in this Agreement shall be construed to create any rights in non-party that he, she or it is a third-party beneficiary of this Agreement policies issued by Prior Insurer or Current Insurer) or to give rise to any claim by a non-parties to this Agreement (including, without limitation, the insured under the

later Current Insurer for a Defect.

N. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the

M. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or indemnification obligations as defined in Section II of this Agreement shall be created for a party after notice of cancellation is received by that party.

L. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of the parties, and such specific indemnity agreements shall not be deemed to suspend, cancel or otherwise terminate any of agreements or obligations between parties under this Agreement unless otherwise agreed to which it is not a party.

K. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to delegate any of the duties or rights of the Current Insurer to the Prior Insurer. The Current Insurer shall be entitled to administer the claim submitted by the insured under the Current Policy.

J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.

I. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.

H. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the Prior Insurer's prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.

G. The Current Insurer shall notify Prior Insurer at least 30 days prior to any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.

COMPANY:	SEND NOTICES TO:
By:	Attorneys' Title Guaranty Fund, Inc.
Title:	Attn: Claims Department One South Wacker 24th Floor Chicago, IL 60606
Name:	Christine M. Sparks Attorney, Claims and Audit Title: Vice President - Managing

IN WITNESSE WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth below.

S. 30 days after the date of signature, each party intends to be bound by this Agreement to the other parties to this Agreement.

R. This Contract may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Q. It is recognized and agreed by the parties to this Agreement that participation in the Insurance Company's participation in this business in Illinois; that the sole purpose of a title company licensed to do business in Illinois, to impede competition between or among title insurance companies licensed to do business in Illinois.

Transactions where defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, of the title insurance companies who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, collectively or indirectly, to impede competition between or among title insurance companies licensed to do business in Illinois.

COMPANY:	
Commonwealth Land Title Insurance	Illinois State Counsel
Fidelity National Title Group	10 S. LASALLE Street Suite 3100 Chicago, IL 60603
By: Name: Robert Wineman Title: Vice President	Date:
Fidelity National Title Group	10 S. LASALLE Street Suite 3100 Chicago, IL 60603
By: Name: Robert Wineman Title: Vice President	Date:
Fidelity National Title Insurance	Illinois State Counsel
By: Name: Robert Wineman Title: Vice President	Date:
Fidelity National Title Group	10 S. LASALLE Street Suite 3100 Chicago, IL 60603
By: Name: Robert Wineman Title: Vice President	Date:
Fidelity National Title Insurance	Illinois State Counsel
By: Name: Robert Wineman Title: Vice President	Date:
Fidelity National Title Group	10 S. LASALLE Street Suite 3100 Chicago, IL 60603
By: Name: Michael Mills Title: Senior Vice President	Date:
First American Title Insurance Company	Michael Mills Robert J. Duffin First American Title Insurance Company 27775 Diehl Road Warrenville, Illinois 60555
By: Name: Michael Mills Title: Senior Vice President	Date:
First American Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146
By: Name: Robert Wineman Title: Vice President	Date:
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146
By: Name: Robert Wineman Title: Vice President	Date:
Old Republic National Title Insurance Company	Kirk Sterling Old Republic National Title Insurance Company 11960 Westline Industrial Drive Suite 230 St. Louis, MO 63146
By: Name: James L. Gosdin Title: Senior Vice President -	Date:
Stewart Title Guaranty Company	Attn: Stewart Legal Services 2055 W. Army Trail Road, Suite 110 Addison, IL 60101
By: Name: James L. Gosdin Title: Senior Vice President -	Date:
General Counsel	Chief Underwriting Counsel - Associate

COMPANY:	SEND NOTICES TO:
Title Resources Guaranty Company Samuel A Shieh	Name: Paul McNutt, Jr. Title: Executive Vice President - 9450 Bryn Mawr Ave Suite 700 Rosemont, IL 60018 General Counsel
Title Resources Guaranty Company By: Date: _____	Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By: Date: 10/29/12
WFG National Title Insurance Company By: Date: _____	Name: Steven Winkler Title: Chief Underwriting Counsel and Corporate Secretary WFG National Title Insurance Company ATTN: General Counsel 12909 SW 68th Parkway Portland, OR 97223 By: Date: 10/29/12