



May 14, 2010

Jill Trapp, Executive Director
Tennessee Land Title Association
PO Box 125
Watertown, TN 37184

Re: Tennessee Mutual Indemnification Treaty dated as of September 15, 2004 (the "Treaty")

Dear Ms. Trapp;

On behalf of North American Title Insurance Company ("NATIC"), I enclose a copy of the Treaty and an original signature page executed by me on behalf of NATIC for the purpose of NATIC joining as a signatory to the Treaty.

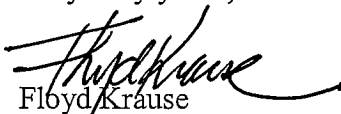
At this time NATIC has no office in Tennessee. The persons at NATIC to contact for matters involving the treaty would be either;

Mr. Geoffrey Ginn, Esq.
North American Title Insurance Company
14120 Ballantyne Place, Suite 400
Charlotte, NC 28277
704-749-5280 office
gginn@natic.com

Mr. Robert Myers Esq.
North American Title Insurance Company
730 NW 107 Avenue, Suite 301
Miami, Fl. 33172
305-559-5656
rmeyers@natic.com

Please confirm your receipt of our request. Also do you have a contact list for the other signatories of the Treaty?

Very truly yours,


Floyd Krause
Executive Vice President

MUTUAL INDEMNIFICATION AGREEMENT (TENNESSEE)

This is a Mutual Indemnification Agreement, agreed to and signed by and between the undersigned parties, and the parties hereby agree to be bound pursuant to the terms and provisions of this Mutual Indemnification Agreement as of September 15, 2004 (hereinafter the "Effective Date")

INDEMNITY:

The undersigned companies (hereinafter "Indemnitor or Indemnitors" as the case may be, and as further defined below) agree to indemnify each other against loss or damage any signatory hereto (hereinafter the "Indemnitee or Indemnitees" as the case may be, and as further defined below) may suffer under Indemnitee's owners or loan title insurance policy(ies) (hereafter "Indemnitee's Policy") in reliance upon this Mutual Indemnification Agreement (hereafter the "Agreement") arising by reason of those "POTENTIAL DEFECTS" described below, so long as it reasonably appears that indemnitor previously has issued an owners title policy to the current title holder or a mortgagee title policy to a lender who subsequently has acquired the insured land and is the seller in the current transaction (hereafter the "Indemnitor's Policy") covering some or all of the land insured under Indemnitee's Policy (hereafter the "Land") without exception to the POTENTIAL DEFECTS, subject, however, to the terms, provisions, and CONDITIONS of this Agreement.

POTENTIAL DEFECTS:

- I. Doubt as to whether the spouse of a prior grantor has a Homestead interest in the Land, as set forth in Item I below; or,
- II. Doubt as to whether a recorded Judgment, Federal Tax Lien or State Tax Lien or Warrant constitutes an unsatisfied lien against the Land, as set forth in Item II below; or
- III. Doubt as to whether a recorded mortgage has been satisfied or released as a lien against the Land, as set forth in Item III below; or
- IV. Doubt as to whether due process was afforded to certain defendants in court cases involving probate, foreclosure, quiet title or other proceedings as set forth in Item IV below; or
- V. Doubt as to whether a trustee or attorney in fact had the requisite authority to convey the title to the property to a bona fide 3rd party purchaser for value, as set forth in Item V below; or
- VI. Doubt as to the authority of an independent executor/executrix or independent administrator/administratrix to convey the title to the Land to the current insured owner or a predecessor in title, as set forth in Item VI below.

Item I (Homestead)

Item I above shall mean that a deed in the chain of title to the Land, prior to or contemporaneously with the Indemnitor's Policy, does not contain either:

1. Joinder by the spouse of the grantor; or
2. A statement on the deed that the grantor is a single person; or
3. A statement on the deed or other recorded instrument that the Land conveyed by the deed is not the homestead of the grantor.

Item II (Judgments or Federal or State Tax Liens or Warrants)

Item II above shall mean a recorded judgment lien(s), from the face of which it appears that the principal is a sum certain, or a recorded Federal tax lien or state tax lien or warrant which may have attached to the Land prior to the date of the Indemnitor's Policy, (hereafter the "Lien(s)") provided:

1. The Lien(s) is not against the insured under the Indemnitor's Policy;
2. The date of the Indemnitor's policy is at least one (1) year old;
3. The face amount of the Lien(s) does not exceed (in the aggregate) \$250,000.00;
4. No notice of any proceedings or levy to collect the Lien(s) appear of record;
5. The Lien is not a child support certificate of delinquency filed pursuant to T.C.A. §36-5-901 *et. Seq.*

Item III (Mortgages)

Item III above shall mean a recorded mortgage(s) which appears of record prior to the date of Indemnitor's Policy provided:

1. Indemnitee has no knowledge of any pending foreclosure; and
2. The mortgage secures a principal amount of not more than \$250,000.00 and the Indemnitor's policy is at least one (1) year old; and
3. The mortgage does not appear, from the record, to secure a revolving credit or equity line of credit loan.

Item IV (Due Process Issues Arising Out of Past Litigation)

Item IV above shall apply only to court proceedings which predate the date of the Indemnitor's Policy, the policy is at least one (1) year old, and shall mean one or more of the following:

1. Failure to appoint a guardian or attorney ad litem to represent the interest of an absent defendant(s) in a probate, foreclosure, quiet title, partition suit, divorce or other proceeding which has ended in a final judgment affecting title to the Property prior to the issuance of Indemnitor's policy (hereafter referred to as "the Case").
2. Deficiencies in, or the absence of, a diligent search affidavit filed in the case prior to service upon a defendant by publication as may be required by law.

Item V (Trustees and Attorneys in Fact)

Item V above shall be deemed to mean a conveyance of the Property, prior to the date of Indemnitor's Policy insuring the current seller or mortgagor of the Property and there appears insufficient or no record notice of the power of authority of the grantor to make the conveyance of the Property provided that there appears no notice of record in the county where the Property lies of any proceeding to attack or set aside the conveyance by the trustee or attorney-in-fact.

Item VI (Authority of Independent Executor/Executrix and Independent Administrator/Administratrix)

Item VI above shall be deemed to mean a conveyance of the Land prior to or contemporaneously with, the date of Indemnitor's Policy insuring the current seller or mortgagor of the Land, and there appears either no evidence or insufficient evidence of record of the authority of the conveying executor/executrix or administrator/administratrix to sell and convey the Land.

CONDITIONS:

The Indemnity provisions of this Mutual Indemnification Agreement are subject to the following conditions:

- a. The agreement is only applicable to policies issued on Tennessee property.
- b. The Indemnitee is not required to authenticate a policy of the Indemnitor that appears valid on its face; however, if requested by the Indemnitor the Indemnitee shall be prepared to provide a copy of the policy on demand as a condition to making a claim under this Agreement.
- c. The liability of the Indemnitor is limited to the face amount and the terms of the Indemnitor's Policy or \$250,000.00, whichever is less; and

- d. The Indemnitor shall be notified of a claim under this Agreement, at the address listed below, as if the Indemnitee is an insured claimant under Indemnitor's Policy.
- e. Upon any claim being made under this Agreement, Indemnitor agrees to perform in accordance with the terms hereof, promptly and in good faith; however, until an Indemnitor is notified of a claim hereunder, there is no obligation to take any action allowed or required under the Indemnitor's Policy.
- f. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of these parties hereto and such specific agreements shall not be deemed to suspend, cancel, or otherwise terminate any of the rights or obligations of the parties under this Agreement as to policies which may be written by the Indemnitee in the future; and
- g. This Agreement may be canceled by any party hereto, upon written notice given to all other parties after thirty (30) days from the date of the mailing of such notice. However, it is agreed that such cancellation shall not diminish or impair any of the indemnities arising under this Agreement prior to the expiration of such thirty (30) day period.
- h. For purposes of this Mutual Indemnity Agreement, an "Indemnitor" is defined as being a signatory to this agreement who is the issuer of either: i) an owners title policy to the transferor or mortgagor of the Property in the current transaction; or ii) a loan title policy to a lender who has acquired the title and is the seller in the current transaction. An Indemnitee is defined as the issuer of a title policy to the transferee or mortgagee of the Indemnitor's insured. However, it is understood and agreed that once the relationship of Indemnitor and Indemnitee is established hereunder, it shall continue in force so long as the Indemnitee has liability under its policy or under its Indemnity(ies) to subsequent insurers for a Potential Defect covered by the policy of the Indemnitor subject to the limitations of this Agreement.

See Exhibit I

Signatories to this Mutual Indemnification Agreement are listed on Exhibit I

See Exhibit II

Exhibit II contains an official summary of all of the terms and provisions of this Mutual Indemnification Agreement. This summary is only for the convenience of the signatories, and any inconsistency with any of the terms and provisions hereof shall be deemed to be inadvertent and shall not control the meaning of this Mutual Indemnification Agreement.

Exhibit I

MUTUAL INDEMNIFICATION AGREEMENT (TENNESSEE)

List of signatories to be added after execution.

Exhibit II

SUMMARY – MUTUAL INDEMNIFICATION AGREEMENT (TENNESSEE)

General Requirements for Reliance Upon the Mutual Indemnification Agreement (hereinafter the "MIA"):

- I. Must retain for your files at least one of the following:
 - a) Owner's Policy at least one (1) year old insuring the seller or mortgagor in the current transaction; or
 - b) Mortgagee Policy at least one (1) year old insuring a lender who has taken title to some or all of the covered land insured under the policy.

- II. Matters covered automatically by the MIA:
 - a) Conveyances of a possible homestead without joinder of a spouse if the grantor was married;
 - b) Liens arising from money judgments (but not a certificate of delinquency for child support) and federal or state tax liens up to a face amount of \$250,000.00;
 - c) Unsatisfied mortgages securing on their face no more than \$250,000.00, so long as it does not secure revolving credit or equity lines of credit;
 - d) Lack of guardians or attorneys ad litem to represent an absent defendant or deficiencies in or absence of, a diligent search affidavit (when required by law) in any judicial proceeding ("The Case") which results in a final, unappealable judgment affecting the title to the property;
 - e) Lack of or insufficient notice of record of the authority of an attorney-in-fact or trustee to make a prior conveyance to the seller or mortgagor in the current transaction so long as the Indemnitor's policy insuring the title without exception is at least one (1) year old.
 - f) Lack of evidence as to the authority of an independent executor/executrix or independent administrator/administratrix to convey title to the land to the current insured owner or a predecessor in title.

- III. General Conditions of coverage:
 - a) The Indemnitor's policy must be at least one(1) year old and contain no exception for the subject title objection listed above;
 - b) There must be no record notice of any proceeding to enforce the judgment, tax lien, or mortgage;
 - c) There must be no record notice of any proceeding to attack or set aside the title resulting from the Case or the conveyance reference in items (d) or (e) above;
 - d) The amount of the automatic indemnity is limited to the Face Amount of the Indemnitor's policy or \$250,000.00, whichever is LESS;
 - e) This indemnity is limited to policies issued on Tennessee properties only; and

Exhibit II – Continued

f) An Indemnitor is the underwriter who has already issued its policy without exception to the covered matter. An Indemnitee is an underwriter whose policy is issued in reliance upon the automatic indemnities given in the MIA.

Note #1: A policy issuing agent should obtain permission from the underwriter of the new policy (the proposed Indemnitee) to rely upon the terms and provisions of the MIA before insuring over one or more of the defects referred to in Item II (a) through (f) above.

Note #2: Nothing in the MIA prevents an underwriter from issuing separate letters of indemnity or refusing to indemnify in cases not covered under the MIA or requires any underwriter to issue a letter of indemnity, if at all, within the time set for the closing.

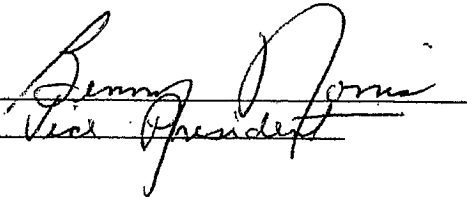
SIGNATURE PAGE

Witness the signature of Lawyers Title Insurance Company by its duly and through its duly authorized officer this 9th day of September, 2004.

LAWYERS TITLE
INSURANCE COMPANY

BY:

ITS


Vice President

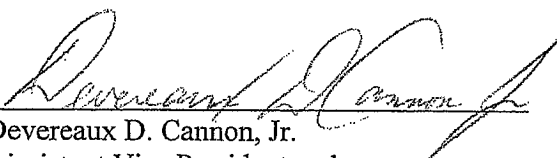
ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of Old Republic National Title Insurance Company by its duly and through its duly authorized officer this 15th day of September, 2004.

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

BY:



Devereaux D. Cannon, Jr.
Assistant Vice President and
Tennessee State Counsel

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

Witness the signature of Southern Title Insurance Corporation by its duly and through its duly authorized officer this 15th day of September 2004.

Southern Title Insurance Corporation

By: 

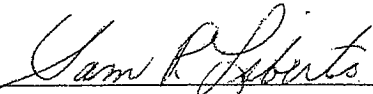
Eugene R. McCullough, Senior Vice President

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY
EFFECTIVE SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of STEWART TITLE GUARANTY COMPANY by its duly and through its duly authorized officer this 15th day of September, 2004.

STEWART TITLE GUARANTY COMPANY

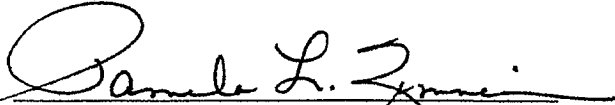
BY: 
Sam P. Liberto, Vice President

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of Commonwealth Land Title Insurance Company by its duly and through its duly authorized officer this 13th day of September, 2004.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY

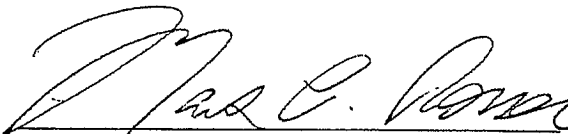
BY: 
Pamela L. Zimmerman,
ITS VICE PRESIDENT AND TENNESSEE AGENCY
MANAGER

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of First American Title Insurance Company by and through its duly authorized officer this 7th day of September 2004.

FIRST AMERICAN TITLE INSURANCE
COMPANY

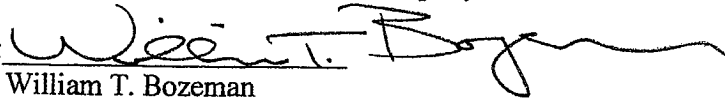
BY: 
MARK A. ROSSER, ASSISTANT VICE
PRESIDENT

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

Witness the signature of Fidelity National Title Insurance Company by its duly and through its duly authorized officer this 23rd day of August 2004.

Fidelity National Title Insurance Company

By:

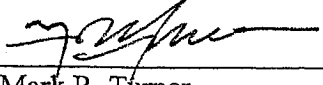

William T. Bozeman

Vice President

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY
EFFECTIVE SEPTEMBER 15, 2004.

Witness the signature of Chicago Title Insurance Company and Security Union Title Insurance Company by its duly and through its duly authorized officer this 18th day of January, 2005

Chicago Title Insurance Company
Security Union Title Insurance Company

By: 
Mark R. Turner
Vice President

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY DATED
SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of JOSEPH B. PITT JR. Title Insurance
Company by its duly and through its duly authorized officer this 19TH day of JANUARY
2004.

CHICAGO TITLE
INSURANCE COMPANY

BY: Joseph B. Pitt Jr.
ITS Vice President

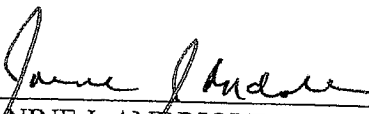
ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY EFFECTIVE
SEPTEMBER 15, 2004.

SIGNATURE PAGE

Witness the signature of CENSTAR TITLE INSURANCE COMPANY by its duly and through its duly authorized officer this 26th day of September 2006.

CENSTAR TITLE INSURANCE COMPANY

BY:



JANINE J. ANDRIOLE,
SENIOR VICE PRESIDENT

ATTACHMENT TO TENNESSEE MUTUAL INDEMNIFICATION TREATY DATED
SEPTEMBER 15, 2004.