

MUTUAL INDEMNIFICATION AGREEMENT

INDEMNITY:

The undersigned companies, their successors and assigns, (hereafter "Indemnitor(s)," as further defined below and as shown on Exhibit I) agree to indemnify each other against loss or damage any signatory hereto (hereafter the "Indemnitee(s)" as further defined below) may suffer under Indemnitee's loan or owner's title insurance policy(ies) (hereafter "Indemnitee's policy") issued in reliance on this Mutual Indemnification Agreement (hereafter the "Agreement") arising by reason of those "POTENTIAL DEFECTS," described below, so long as Indemnitor previously has issued (a) an owner's title policy insuring the current owner or (b) a loan policy insuring a lender who has taken title by foreclosure (hereafter the "Indemnitor's Policy") covering 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. A recorded Judgment, Federal Tax Lien, or State Tax Lien which may constitute an unsatisfied lien against the Land, as set forth in Section A, below; or
- II. An unsatisfied or improperly satisfied recorded mortgage, UCC2, or Assignment of Rents and Leases, as set forth in Section B, below, provided the mortgage was not granted by the insured owner; or
- III. The absence of a corporate seal or lack of stated corporate capacity of the person executing the deed of a corporation.

Section A (Judgments or Federal Tax Liens)

Item I 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 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 Lien(s) is at least one (1) year old;
3. No notice of any proceedings or levy to collect the Lien(s) appears of record;

Section B (Mortgages):

Item II above, shall mean a recorded mortgage(s), UCC2, or Assignment of Rents and Leases which appears of record prior to the date of Indemnitor's Policy provided:

1. the mortgage was not given by the insured owner;
2. there is no evidence of foreclosure proceedings in the public record; and
3. the mortgage secures a principal amount of not more than \$500,000 and the Indemnitor's policy is at least one (1) year old; and
4. the mortgage does not appear, from the record, to secure revolving credit or an equity line of credit.

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 Georgia 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 \$500,000, whichever is less; and
- d. The Indemnitor shall be notified of a claim under this Agreement, at the address on Exhibit I, 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 Indemnitors 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 a) an owners title policy to the transferor or mortgagor of the Property whose transferee or mortgagee is the insured under a policy issued by another signatory who relies upon the provisions of this Agreement, or b) a loan policy insuring a lender who has taken title by foreclosure. An Indemnitee is defined as the issuer of the 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 Indemnitor, subject to the limitations of this Agreement.
- i. It is the intention of the Indemnitors that the "Exhibit II: Summary" be a part of this Agreement and a general guideline but in case of conflict between this Agreement and the Exhibit II: Summary, this Agreement shall control.
- j. This agreement is entered into by and between the undersigned companies as of September 1, 2003, which date shall be considered the "Date" of the agreement notwithstanding the dates of execution indicated next to the signatures of the persons signing on behalf of each of said companies.

EXHIBIT I

TO

MUTUAL INDEMNIFICATION AGREEMENT

Signatories (Indemnitors) under the Mutual Indemnification Agreement*:

Attorneys' Title Guaranty Fund, Inc.
18 Collins Drive
Building 200, Suite 100
Cartersville, Georgia 30120

Chicago Title Insurance Company
4170 Ashford Dunwoody Road
Suite 460
Atlanta, Georgia 30319

Commonwealth Land Title Insurance Company
990 Hammond Drive, Suite 770
Atlanta, Georgia 30328

Fidelity National Title Insurance Company of New York
1800 Parkway Place
Suite 700
Marietta, Georgia 30067

First American Title Insurance Company
5775 Glenridge Drive
Suite A-200
Atlanta, Georgia 30328

Lawyers Title Insurance Corporation
5780 Peachtree Dunwoody Road, Suite 450
Atlanta, Georgia 30342

Old Republic National Title Insurance Company
(formerly known as Title Insurance Company of Minnesota)
400 Second Avenue South
Minneapolis, Minnesota 55401-2499

Security Union Title Insurance Company
(formerly known as Safeco Title Insurance Company)
4170 Ashford Dunwoody Road
Suite 460
Atlanta, Georgia 30319

Stewart Title Guaranty Company, and its affiliated companies
300 Colonial Center Parkway Suite 140
Roswell, Ga. 30076

Ticor Title Insurance Company
4170 Ashford Dunwoody Road
Suite 460
Atlanta, Georgia 30319

Transnation Title Insurance Company
(formerly known as Transamerica Title Insurance Company)
990 Hammond Drive, Suite 770
Atlanta, Georgia 30328

United General Title Insurance Company
P. O. Box 1680
Denver, CO 80201

*American Pioneer Title Insurance Company is not a party to this agreement, but will enter into separate but equivalently-worded agreements with each of the above-named companies.

EXHIBIT II: SUMMARY

General Requirements for Reliance Upon the Mutual Indemnification Agreement:

The Indemnitee or its policy issuing agent must retain for its file at least one of the following:

- a) Owners Policy at least one (1) year old insuring the seller or mortgagor in the current transaction; or
- b) Loan Policy at least one (1) year old insuring a lender who has taken title by foreclosure to the covered Land insured under the policy.

Matters covered automatically by the Mutual Indemnification Agreement:

- a) Liens arising from money judgments and federal or state tax liens up to a face amount of \$500,000;
- b) An unsatisfied mortgage, securing on its face no more than \$500,000 so long as it does not secure revolving credit or an equity line of credit, and unsatisfied UCC2s and Assignments of Rents and Leases;
- c) Absence of a corporate seal or lack of statement of corporate capacity on a deed in which a corporation is the grantor.

General Conditions of coverage:

- 1) The Indemnitor's policy must be at least one year old and contain no exception for the subject title objection listed above;
- 2) There must be no record notice of any proceeding to enforce the judgment, tax lien, or mortgage;
- 3) The judgment or tax lien shall not be against the insured and/or the mortgage shall not have been executed by the insured;
- 4) The amount of the automatic indemnity is limited to the Face Amount of the Indemnitor's policy or \$500,000 whichever is LESS;
- 5) This indemnity is limited to policies issued on Georgia properties only; and
- 6) 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 indemnity given in the Mutual Indemnification Agreement.

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

American Pioneer Title Insurance Company

By: Separate Agreement

Date: _____

Attorneys' Title Guaranty Fund, Inc.

By: Robbie Taylor
Robbie Taylor, Executive Vice President

Date: Oct 27, 2003

Chicago Title Insurance Company

By: Theodore W. Moran, Jr.
THEODORE W. MORAN, JR. VICE PRESIDENT

Date: Sept. 29, 2003

Commonwealth Land Title Insurance Company

By: Pollyann S. Campbell
Pollyann S. Campbell, Assistant Vice President

Date: Oct 7, 2003

Fidelity National Title Insurance Company of New York

By: Sidney Holderness
Sidney Holderness, Vice President

Date: Oct 8, 2003

First American Title Insurance Company

By: David S. Swan
David S. Swan, Vice President

Date: Sept. 26, 2003

Lawyers Title Insurance Corporation

By: Henry S. Rogers
Henry S. Rogers, Vice President

Date: October 3, 2003

Old Republic National Title Insurance Company
(formerly known as Title Insurance Company of Minnesota)

By: Lisa Brown
Lisa Brown, Assistant Vice President

Date: October 2, 2003

Security Union Title Insurance Company
(formerly known as Safeco Title Insurance Company)

By: Theodore W. Moran, Jr.
THEODORE W. MORAN, JR. VICE PRESIDENT

Date: Sept. 29, 2003

Stewart Title Guaranty Company, and its affiliated companies

By: Charles E. Harrison

Date: 9-30-03

Ticor Title Insurance Company

By: Theodore W. Morrow
THEODORE W. MORROW, JR. VICE PRESIDENT

Date: Sept. 29, 2003

Transnation Title Insurance Company
(formerly known as Transamerica Title Insurance Company)

By: Pollyann S. Campbell
Pollyann S. Campbell, Georgia State Counsel

Date: Oct 7, 2003

United General Title Insurance Company

By: David Foster
David Foster VP

Date: 10/20/03

AMENDMENT TO MUTUAL INDEMNIFICATION AGREEMENT

This Amendment made and entered into as of April 1, 2004, by and between the undersigned companies, their successors and assigns.

Whereas, the undersigned companies entered into that certain Mutual Indemnification Agreement (Agreement) as of September 1, 2003; and

Whereas, the undersigned companies desire to amend certain provisions of said Agreement,

Now Therefore, for good and valuable consideration, said Agreement is hereby amended as follows:

1. The second sentence in paragraph h of Conditions is stricken and replaced with the following sentence:

An Indemnitee is defined as the issuer of the policy to the transferee and/or its mortgagee, or to a mortgagee of the Indemnitor's insured.

2. Immediately following the words "state tax lien," whether capitalized or not and whether singular or plural, as they appear in (1) Potential Defects, paragraph I., (2) Potential Defects, Section A, first paragraph, and (3) Exhibit II: Summary, paragraph a) under Matters covered automatically by the Mutual Indemnification Agreement; insert the following:

(not including real estate taxes or tax FiFas)

SIGNATURE PAGES TO FOLLOW

Attorneys' Title Guaranty Fund, Inc.

By: Robbie Taylor
Robbie Taylor, Executive Vice President

Chicago Title Insurance Company

By: Theodore W. Morris, Jr.
Theodore W. Morris, Jr., Vice President

Commonwealth Land Title Insurance Company

By: Pollyann S. Campbell
Pollyann S. Campbell, Assistant Vice President

Fidelity National Title Insurance Company of New York

By: Sidney Holderness
Sidney Holderness, Vice President

First American Title Insurance Company

By: David S. Swan
David S. Swan, Vice President

Lawyers Title Insurance Corporation

By: Henry S. Rogers
Henry S. Rogers, Vice President

Old Republic National Title Insurance Company

(formerly known as Title Insurance Company of Minnesota)

By: Lisa Brown
Lisa Brown, Assistant Vice President

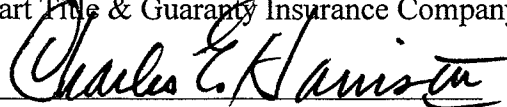
Security Union Title Insurance Company

(formerly known as Safeco Title Insurance Company)

By: Theodore W. Morris, Jr.
Theodore W. Morris, Jr., Vice President

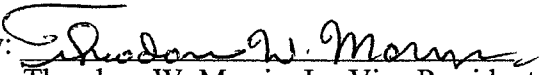
Stewart Title & Guaranty Insurance Company, and its affiliated companies

By:


Charles E. Hamilton

Ticor Title Insurance Company

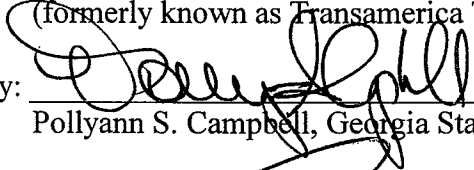
By:


Theodore W. Morris, Jr., Vice President

Transnation Title Insurance Company

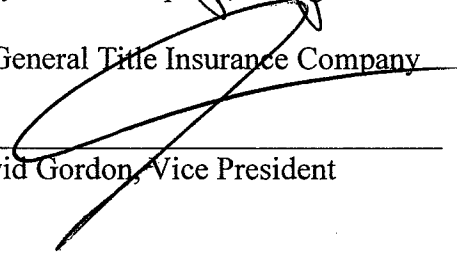
(formerly known as Transamerica Title Insurance Company)

By:


Pollyann S. Campbell, Georgia State Counsel

United General Title Insurance Company

By:


David Gordon, Vice President

SECOND AMENDMENT TO MUTUAL INDEMNITY AGREEMENT

This Amendment made and entered into as of January 1, 2006, by and between the undersigned companies, their successors and assigns.

Whereas, the undersigned companies entered into that certain Mutual Indemnification Agreement (Agreement) as of September 1, 2003; and

Whereas, the undersigned companies entered into that certain Amendment to Mutual Indemnification Agreement (First Amendment) dated as of April 1, 2004; and

Whereas, the undersigned companies desire to amend certain provisions of said Agreement,

Now therefore, for good and valuable consideration, said Agreement is hereby amended as follows:

1. The following language shall be added to the sentence in Roman Numeral III under 'Potential Defects':

“and the lack of stated capacity of a person executing a deed on behalf of a limited liability company (LLC), a partnership, a limited partnership or a limited liability limited partnership (LLLP).”

2. Under the heading “Potential Defects” include the following as Roman Numeral IV:

“The absence of a notary seal on an instrument in the chain of title.”

3. Section “B”, paragraph 3 is hereby amended by deleting the number “\$500,000.00” and replacing it with the number “\$1,000,000.00.”
4. Condition “c” is hereby amended by deleting the number “\$500,000.00” and replacing it with the number “\$1,000,000.00.”

SIGNATURE PAGES TO FOLLOW

Attorney's Title Guaranty Fund, Inc.

By: Lebba Taylor
EXEC. VP

Date: 2/9/02

Chicago Title Insurance Company

By: [Signature]
[Illegible Title]

Date: 2/14/02

Commonwealth Land Title Insurance Company

By: [Signature]
AVP

Date: 3/6/06

Fidelity National Title Insurance Company of New York

By: Robbie J. Dixon
VP

Date: 3/7/06

First American Title Insurance Company

By: David S. [Signature]
Vice President

Date: [Blacked out]

Lawyer's Title Insurance Corporation

By: [Signature]
V.P. - Area Counsel

Date: 3/6/06

Old Republic National Title Insurance Company
(formerly known as Title Insurance Company of Minnesota)

By: Lisa C. Brew
Assistant Vice President

Date: 3/9/06

Security Union Title Insurance Company
(formerly known as Safeco Title Insurance Company)

By: [Signature]
VP

Date: 3/28/06

Stewart Title Guaranty Company, and its affiliated companies

By: [Signature]
Vice President

Date: 3/20/06

Transnation Title Insurance Company
(formerly known as Transamerica Title Insurance Company)

By: [Signature]
State Counsel

Date: 3/6/06

United General Title Insurance Company

By: [Signature]
Regional Counsel

Date: 4/6/06

Ticor Title Insurance Company

By: [Signature]
REGIONAL COUNSEL

Date: 4/7/06

Ticor Title Insurance Company of Florida
(formerly known as American Pioneer Title Insurance Company)

By: [Signature]
REGIONAL COUNSEL

Date: 4/7/06

Addendum to Mutual Indemnification Agreement

Whereas, there is a certain Mutual Indemnification Agreement amongst various title insurance underwriters in the State of Georgia, executed as of September 1, 2003, and amended as of April 1, 2004 and January 1, 2006 (MIA), and

Whereas, the undersigned desires to become a party to and an Indemnitor under said MIA as if they were original signatories thereto,

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

The undersigned hereby agrees to become a party to and an Indemnitor under said MIA as if they were an original signatory thereto and agrees to be bound by all the terms, provisions and conditions of said Agreement.

In Witness Whereof, the undersigned has set its hand and seal as of the date noted herein.

Date: August 22, 2006

SOUTHERN TITLE
INSURANCE CORPORATION

By: [Signature]

[Corporate Seal]

Addendum to Mutual Indemnification Agreement

Whereas, there is a certain Mutual Indemnification Agreement amongst various title insurance underwriters in the State of Georgia, executed as of September 1, 2003, and amended as of April 1, 2004 and January 1, 2006 (MIA), and

Whereas, the undersigned desires to become a party to and an Indemnitor under said MIA as if they were original signatories thereto,

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

The undersigned hereby agrees to become a party to and an Indemnitor under said MIA as if they were an original signatory thereto and agrees to be bound by all the terms, provisions and conditions of said Agreement.

In Witness Whereof, the undersigned has set its hand and seal as of the date noted herein.

Date: 7/20/06

Censtar Title Insurance Company

By: James J. Kudrinski, Sr.

[Corporate Seal]

Addendum to Mutual Indemnification Agreement

Whereas, there is a certain Mutual Indemnification Agreement amongst various title insurance underwriters in the State of Georgia, executed as of September 1, 2003, and amended as of April 1, 2004 and January 1, 2006 (MIA), and

Whereas, the undersigned desires to become a party to and an Indemnitor under said MIA as if they were original signatories thereto,

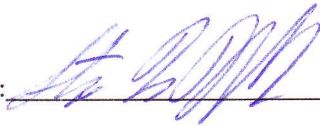
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

The undersigned hereby agrees to become a party to and an Indemnitor under said MIA as if they were an original signatory thereto and agrees to be bound by all the terms, provisions and conditions of said Agreement.

In Witness Whereof, the undersigned has set its hand and seal as of the date noted herein.

DATE: 5/22/14

WFG NATIONAL TITLE
INSURANCE COMPANY

By: 

Steven H. Winkler

Secretary

[Corporate Seal]