

SECOND AMENDED AND RESTATED MUTUAL INDEMNIFICATION AGREEMENT

This Second Amended and Restated Mutual Indemnification Agreement (“Agreement”), entered into by and among the Companies that have affixed or shall hereafter affix their signatures hereto, is effective as to title insurance policies issued by an Indemnitee (as defined below) on or after April 1 2006. The First Amended and Restated Mutual Indemnification Agreement, as amended by the First Amendment to the First Amended and Restated Mutual Indemnification Agreement, remains in effect as to policies issued by an Indemnitee prior to April 1, 2006.

Each Company signing this agreement is licensed to do business in the State of New York as a title insurance corporation. However, this Agreement shall not create or establish, or be deemed or construed to create or establish, any relationship of partnership, joint venture or similar arrangement.

This Agreement does not preclude any Company which is a party to this Agreement from requesting a letter of indemnity, or a letter of indemnity with performance, or any other form of letter of indemnity under the then currently effective Recommended Practices of the New York State Land Title Association, in confirmation of another Company’s obligations, even as to a matter covered by this Agreement.

Each Company which is a party hereto has agreed to be bound by the terms and provisions of this Agreement and has caused it to be executed on its behalf by a duly authorized officer.

SECTION 1. AGREEMENT TO INDEMNIFY

Each Company, as an Indemnitor, hereby agrees to indemnify and hold harmless each other Company, as Indemnitee, against loss or damage by reason of a Defect, as provided for herein.

SECTION 2. DEFINITIONS

- (a) “Indemnitor’s Policy”, as used herein, means:**
- (i) An Owner’s policy of title insurance, on Land (as defined in the ALTA 1992 policy) within the State of New York, that insured (a) the last deed of record, (b) the latter of the creation of, or last assignment of record of, a leasehold estate (when the transfer, mortgage, or sublease of said leasehold is being insured by the Indemnitee), or (c) the purchase of an interest in an entity owning real property to be insured by the Indemnitee, or**
 - (ii) A Loan policy of title insurance, on Land within the State of New York, that insured a mortgage, open of record, the lien of which is to**

be insured by the Indemnitee, separately or as a part of a consolidated lien, but only as to a Defect arising prior to the date that the mortgagor (if a bona fide purchaser for value) of the Insured mortgage acquired title to the estate or interest in the Land to be insured by the Indemnitee, or

- (iii) A Loan policy of title insurance, on Land within the State of New York, that insured a mortgage to a lender that has acquired all or some of the Land to be insured under the Indemnitee's policy as a consequence of a foreclosure or a deed-in-lieu of foreclosure when the lender will be the transferor or mortgagor in the current transaction to be insured by the Indemnitee, or
 - (iv) A Loan policy of title insurance, on Land within the State of New York, that insured a mortgage to a lender that has brought a foreclosure action where title is being conveyed to a purchaser for value (other than the lender) from a referee in such action.
 - (v) As to Covered Defect ("h") only, a Loan policy of title insurance, on Land within the State of New York.
- (b) "Defect", as used herein, means a Covered Defect, (as defined in Section 3 of this Agreement) which is either: a) not shown as an exception to title in an Indemnitor's Policy, or, b) if raised as an exception to title in an Indemnitor's Policy, has been afforded insurance that the Covered Defect will not be collected from or enforced against the Land insured.
- (c) "Indemnitor", as used herein, means a Company that has signed this Agreement and that has issued, individually or as a coinsurer, an Indemnitor's Policy which either does not set forth a Covered Defect as an exception to title or has afforded insurance that the Covered Defect will not be collected from or enforced against the Land insured.
- (d) "Indemnitee", as used herein, means a Company that has signed this Agreement, which is issuing, individually or as a coinsurer
- (i) An Owner's policy insuring (a) a fee conveyance, (b) the creation, assignment, or sublease of a leasehold estate, or (c) the transfer of an interest in an entity owning real property, in each instance made by the Indemnitor's insured, when the Indemnitor issued an Indemnitor's Policy (which was an Owner's policy) to its insured, or
 - (ii) An Owner's policy insuring (a) a fee conveyance, or (b) the creation, assignment, or sublease of a leasehold estate, when the Indemnitor's insured acquired the estate or interest in the Land in a manner set forth in the situation provided for in subsection (a)(iii) of the definition of Indemnitor's Policy, or

- iii) An Owner's policy insuring (a) a fee conveyance, or (b) the assignment of a leasehold estate, in each instance made to a purchaser for value (other than the lender) that is acquiring the estate or interest in the Land from a referee in a manner set forth in the situation provided for in subsection (a)(iv) of the definition of Indemnitor's Policy, or
- (iv) A Loan policy insuring a mortgage made by the Indemnitor's insured under an Owner's policy on the same estate or interest in the Land insured by the Indemnitor; or
- (v) A Loan policy insuring the assignment, consolidation, extension, modification or spreading of a mortgage insured by an Indemnitor,

and which, in each instance, issues its policy without exception for, or insures against collection or enforcement of, a Defect, as in the Indemnitor's Policy.

(e) "Judgment" or "Judgments" means, as used herein, New York State and New York City Tax warrants, money judgments, New York City Parking Violation Bureau judgments, Environmental Control Board liens, and Transit Adjudication Bureau judgments

SECTION 3. COVERED DEFECTS

The following matters, if neither satisfied, released, or disposed of in the Public Records (as defined in the Conditions and Stipulations of the Indemnitor's Policy) from the Land to be insured by the Indemnitee at the time that it issues a policy of title insurance, are Covered Defects under this Agreement:

- (a) (i) As to title policies issued by an Indemnitee prior to April 1 2005: (a) mortgages; and (b) federal tax liens and Judgments, (each federal tax lien or Judgment is individually a "Lien") filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the mortgage or Lien on the Date of Policy of Indemnitee's policy, and the amount of the mortgage or Lien does not exceed \$250,000. In the event that any such mortgage or Lien exceeds \$250,000 and a separate letter of indemnity is obtained as provided in the third unnumbered paragraph set forth in the beginning of this Agreement, then this Agreement shall remain valid as to each other mortgage and Lien not exceeding \$250,000 provided for in this paragraph.
- (ii) As to title policies issued by an Indemnitee on and after April 1, 2005: Judgments (each Judgment individually a "Lien"), (but not including federal tax liens) filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law,

provided no execution has been made, or action commenced to foreclose or to otherwise enforce the mortgage or Lien on the Date of Policy of Indemnitee's policy, and the amount of the Lien does not exceed \$500,000. In the event that any such Lien exceeds \$500,000 and a separate letter of indemnity is obtained as provided in the third unnumbered paragraph set forth in the beginning of this Agreement, then this Agreement shall remain valid as to each other Lien not exceeding \$500,000 provided for in this paragraph.

(iii) As to title policies issued by an Indemnitee on and after April 1, 2005: Federal tax liens filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the federal tax lien on the Date of Policy of Indemnitee's policy, and the amount of the federal tax lien does not exceed \$250,000.

(iv) As to title policies issued by an Indemnitee: (a) on and after April 1, 2005 but prior to April 1, 2006, mortgages provided no action has been commenced to foreclose or to otherwise enforce the mortgage on the Date of Policy of Indemnitee's policy and the amount of the mortgage does not exceed \$500,000. In the event that any such mortgage exceeds \$500,000 and a separate letter of indemnity is obtained as provided in the third unnumbered paragraph set forth in the beginning of this Agreement, then this Agreement shall remain valid as to each other mortgage not exceeding \$500,000 provided for in this paragraph; (b) on and after April 1, 2006: mortgages provided no action has been commenced to foreclose or to otherwise enforce the mortgage on the Date of Policy of Indemnitee's policy and the amount of the mortgage does not exceed \$750,000. In the event that any such mortgage exceeds \$750,000 and a separate letter of indemnity is obtained as provided in the third unnumbered paragraph set forth in the beginning of this Agreement, then this Agreement shall remain valid as to each other mortgage not exceeding \$750,000 provided for in this paragraph.

(b) Proof of Death, devolution of title, , and federal and New York State estate taxes regarding the estate of a prior owner, when there has been recorded a conveyance for consideration to a bona fide purchaser.

- (c) **Matters relating to the devolution of title, other than those relating to a matter covered by “(b)”, above, arising prior to an Indemnitor’s policy, including, without limitation, (i) errors in the recitation of names of the parties to recorded instruments, (ii) conveyances from an entity when title was last conveyed to a different named entity, (iii) execution of a deed by the purchaser at a foreclosure sale when there is no deed of record out of the referee in the foreclosure, provided that a referee’s report of sale confirming the transfer of title to said purchaser is on file in the foreclosure action, (iv) the absence of a termination or surrender of a life estate, (v) a leasehold interest not excepted in the Indemnitor’s policy where the lease has expired by its terms and there is no recorded termination or surrender agreement, and (vi) outstanding fractional interests of record held by a joint tenant or a tenant in common, (vii) an outstanding interest of a tenant by the entirety. For items (vi) and (vii)) to be Covered Defects, the property must be improved and all interests in the property must be held of record by a purchaser(s) for value (other than one of the joint tenants, tenants in common, or tenants by the entirety in question) for not less than the last immediately preceding ten years.**
- (d) **Proof that as of the date of the death of a tenant by the entirety, the then surviving spouse and the deceased were married and not subject to the terms of a separation agreement when there has been recorded a conveyance for consideration from the surviving spouse, or from the fiduciaries of the estate of the surviving spouse, or from the distributes or devisees of the surviving spouse, to a bona fide purchaser.**
- (e) **As to a corporation in the chain of title to the property within the immediately prior ten years, proof of due incorporation, New York State Corporate Franchise tax, and New York City General Business tax, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the lien thereof.**
- (f) **Errors in description of the property insured in a deed or conveyance (other than a mortgage) executed prior to the deed or conveyance insured by the Indemnitor under an Owner’s policy provided that the deed insured by the Indemnitor under an Owner’s policy contains the correct description.**
- (g) **New York City Sidewalk Violations, but only when the Indemnitor’s Policy is an ALTA policy.**
- (h) **A mortgage in the original principal amount of (i) \$500,000 or less when an Indemnitee's policy is issued on and after April 1, 2005 but before April 1, 2006 or (ii) \$750,000 or less when an Indemnitee's policy is issued on or after April 1, 2006, open of record, made by the**

current record owner, and not excepted in the Indemnitor's Loan Policy, when the proceeds of the mortgage insured under the Indemnitor's Loan Policy were used to pay in full said open mortgage. The Indemnitee must obtain a copy of (i) the payoff letter for that open mortgage, (ii) the certified, bank or attorney's escrow account check(s) issued for payment of the amount stated in the payoff letter as due, and (iii) the letter with which payment was sent to the holder of the mortgage or its representative as stated in the payoff letter. This Covered Defect applies when the Indemnitee's policy is either an Owner's Policy or a Loan Policy and it applies to title policies issued by an Indemnitee on and after April 1, 2005.

SECTION 4. TERMS AND CONDITIONS OF INDEMNITY

The Indemnitor's obligations to the Indemnitee for Defects shall not, in the aggregate, exceed the face amount of the Indemnitor's Policy, and legal fees and costs incurred by the Indemnitee. The Indemnitor's obligation to the Indemnitee shall not, however, exceed the Indemnitor's proportion of liability under an Indemnitor's Policy issued as a coinsurer.

- (a) The Indemnitee may rely on this Agreement only if it receives either a copy of an executed Indemnitor's Policy or a copy of the Indemnitor's marked-up title report. The Indemnitee, on receipt thereof, is not required to take any further action to authenticate the validity of the Indemnitor's Policy.
- (b) Subject to subparagraph "g" below, an Indemnitor shall remove a Defect for which an Indemnity is given hereunder on written notice from an Indemnitee that claim has been made under the Indemnitee's policy, which notice shall include evidence of said claim. This does not, however, apply to Covered Defect "h" for which there is only an obligation of indemnification.
- (c) An Indemnitee shall give notice of a claim hereunder to the Indemnitor in the manner required of the Insured under the Indemnitor's Policy. An Indemnitor will process a claim made in accordance with the terms of this Agreement promptly and in good faith. The failure to provide notice as required will not prejudice the rights of an Indemnitee unless the Indemnitor is prejudiced thereby.
- (d) Once the relationship of Indemnitor and Indemnitee is established under this Agreement, it shall continue in force so long as the Indemnitee may have liability by reason of (i) its policy(ies), (ii) letters of indemnity that it may issue, or (iii) this Agreement to subsequent title insurers for a Defect covered under an Indemnitor's Policy.
- (e) In the case of a transfer or a mortgage being made by the grantee of a deed in lieu of foreclosure, where the Covered Defect arose prior to issuance of the policy which insured the mortgage made to the grantee of the deed in lieu of foreclosure or its related entity, the Indemnitor is the Company which

insured the mortgage or, if the deed in lieu of foreclosure was insured, the Company which insured the deed in lieu of foreclosure.

- (f) Any Company may unilaterally withdraw from this Agreement on thirty (30) calendar days written notice to all other Companies that have signed this Agreement. Such withdrawal from this Agreement shall not impair the continuing validity and effectiveness of any indemnity arising under this Agreement prior to the expiration of the thirty (30) day period. The withdrawal by one party shall not affect the mutual rights and obligations of the other parties to this Agreement.

- (g) In the case of a mortgage under Covered Defect “h”, the Indemnitor shall not be obligated to remove the Defect, nor shall the Indemnitor be obligated to pay the cost incurred by Indemnitee in removing the Defect. Indemnitor shall, however, use its efforts to procure a satisfaction of said Mortgage and to satisfy said mortgage of record. Nothing in this subparagraph is intended to limit the Indemnitor’s obligation to indemnify the Indemnitee for any payments made by Indemnitee to the holder of the mortgage to satisfy and discharge the mortgage of record.

SECTION 5. MISCELLANEOUS

Exhibit A, Applications of Mutual Indemnification Agreement, is incorporated herein by reference and made a part hereof.

SECTION 6. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each having the effect of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended and Restated Mutual Indemnification Agreement (New York State) on the date(s) set forth below their names on signature pages now or hereafter annexed hereto.

Chicago Title Insurance Company

By: ___/s/_____

Name: Michael P. Miglino

Its: Regional Counsel

Dated: March 17 , 2006

Commonwealth Land Title Insurance Company

By: ___/s/_____

Name: Lawrence B. Lipschitz

Its: Vice-President

Dated: March 20, 2006

insured the mortgage or, if the deed in lieu of foreclosure was insured, the Company which insured the deed in lieu of foreclosure.

- (f) Any Company may unilaterally withdraw from this Agreement on thirty (30) calendar days written notice to all other Companies that have signed this Agreement. Such withdrawal from this Agreement shall not impair the continuing validity and effectiveness of any indemnity arising under this Agreement prior to the expiration of the thirty (30) day period. The withdrawal by one party shall not affect the mutual rights and obligations of the other parties to this Agreement.
- (g) In the case of a mortgage under Covered Defect "h", the Indemnitor shall not be obligated to remove the Defect, nor shall the Indemnitor be obligated to pay the cost incurred by Indemnitee in removing the Defect. Indemnitor shall, however, use its efforts to procure a satisfaction of said Mortgage and to satisfy said mortgage of record. Nothing in this subparagraph is intended to limit the Indemnitor's obligation to indemnify the Indemnitee for any payments made by Indemnitee to the holder of the mortgage to satisfy and discharge the mortgage of record.

SECTION 5. MISCELLANEOUS

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SECTION 6. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each having the effect of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended and Restated Mutual Indemnification Agreement (New York State) on the date(s) set forth below their names on signature pages now or hereafter annexed hereto.

Chicago Title Insurance Company

By: Michael P. Miglino
Name: Michael P. Miglino
Its: Regional Counsel
Dated: March 24, 2006

Commonwealth Land Title Insurance Company

By: Lawrence B. Lipschitz
Name: Lawrence B. Lipschitz
Its: Vice-President
Dated: March 24, 2006

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Fidelity National Title Insurance Company

By: See attached
Name: Charles H. Wimer
Its: Executive Vice-President and Regional Manager
Dated: March , 2006

First American Title Insurance Company of New York

By: Michael J. Berey
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March 21, 2006

~~Lawyers Title Insurance Corporation~~

~~By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March 23, 2006~~

Northeast Investors Title Insurance Company

By: See attached
Stephen Brown
Its: Vice-President and Senior Claims Manager
Dated: March , 2006

Old Republic National Title Insurance Company

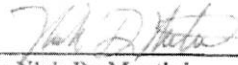
By: Felice K. Shapiro
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March 22, 2006

Stewart Title Insurance Company

By: See attached
Name: John F. Welling
Its: President
Dated: March , 2006

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Fidelity National Title Insurance Company

By: 
Name: Nick De Martini
Its: Senior Vice-President and Managing Counsel
Dated: March 29, 2006

First American Title Insurance Company of New York

By: _____
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March , 2006

Lawyers Title Insurance Corporation

By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

Northeast Investors Title Insurance Company

By: _____
Stephen Brown
Its: Vice-President and Senior Claims Manager
Dated; March , 2006

Old Republic National Title Insurance Company

By: _____
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March , 2006

Stewart Title Insurance Company

By: _____
Name: John F. Welling
Its: President
Dated: March , 2006

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Fidelity National Title Insurance Company

By: _____
Name: Nick De Martini
Its: Senior Vice-President and Managing Counsel
Dated: March , 2006

First American Title Insurance Company of New York

By: _____
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March , 2006

Lawyers Title Insurance Corporation

By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

Northeast Investors Title Insurance Company

By: _____
Stephen Brown
Its: Vice-President and Senior Claims Manager
Dated: March , 2006

Old Republic National Title Insurance Company

By: _____
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March , 2006

Stewart Title Insurance Company

By: _____
Name: John F. Welling
Its: President
Dated: March 30 , 2006

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Fidelity National Title Insurance Company

By: _____
Name: Charles H. Wimer
Its: Executive Vice-President and Regional Manager
Dated: March , 2006

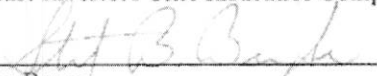
First American Title Insurance Company of New York

By: _____
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March , 2006

Lawyers Title Insurance Corporation

By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

Northeast Investors Title Insurance Company

By: 
Stephen Brown
Its: Vice-President and Senior Claims Manager
Dated; March 29, 2006

Old Republic National Title Insurance Company

By: _____
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March , 2006

Stewart Title Insurance Company

By: _____
Name: John F. Welling
Its: President
Dated: March , 2006

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Ticor Title Insurance Company

By: Francis X. Carroll
Name: Francis X. Carroll
Its: Assistant Vice President and Counsel
Dated: March 29, 2006

Ticor Title Insurance Company of Florida

By: Francis X. Carroll
Name: Francis X. Carroll
Its: Regional Counsel
Dated: March 29, 2006

~~Transnation Title Insurance Company of New York~~

~~By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March 29, 2006~~

United General Title Insurance Company

By: Joseph P. Murphy
Name: ~~Joseph P. Murphy~~
Its: ~~Senior Vice President~~
Dated: March 29, 2006

Washington Title Insurance Company

By: Peter Becker
Peter Becker
Its: Chief Counsel
Dated: March 29, 2006

(Other Underwriters later entering into this Agreement are to execute below)

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Ticor Title Insurance Company

By: _____
Name: Francis X. Carroll
Its: Assistant Vice President and Counsel
Dated: March , 2006

Ticor Title Insurance Company of Florida

By: _____
Name: Francis X. Carroll
Its: Regional Counsel
Dated: March , 2006

Transnation Title Insurance Company of New York

By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

United General Title Insurance Company

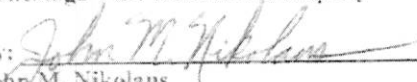
By: _____
Name: Marvin N. Bagwell
Its: Vice-President and Eastern Regional Counsel
Dated: March , 2006

Washington Title Insurance Company

By: _____
Peter Becker
Its: Chief Counsel
Dated: March , 2006

(Other Underwriters later entering into this Agreement are to execute below)


Conestoga Title Insurance Company

By: 
John M. Nikolaus
Its: Executive Vice-President
Dated: Mayth , 2006

Signature Pages to Second Amended and Restated Mutual Indemnification
Agreement (New York State) (continued)

(Other Underwriters later entering into this Agreement are to execute below)


TA Title Insurance Company

By: 
J. William Cotter
Its: Chief Executive Officer
Dated: October 23, 2006

Signature Pages to Second Amended and Restated Mutual Indemnification
Agreement (New York State) (continued)

(Other Underwriters later entering into this Agreement are to execute below)

Westcor Land Title Insurance Company

By: 
Patricia W. Bower
Its: General Counsel
Dated: February 14, 2008

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Westcor Land Title Insurance Company

By: /s/

Patricia W. Bower

Its: General Counsel

Dated: February 4, 2008

Titledge Insurance Company of New York, Inc.

By: /s/

Gregory Schmidt

Its: President

Dated: April 21, 2008

(Other Underwriters later entering into this Agreement are to execute below)

The Security Title Guarantee Corporation of Baltimore

By: 

John M. Martinico

Its: Vice-President and New York State Counsel

Dated: April 24, 2008

Signature Pages to Second Amended and Restated Mutual Indemnification Agreement (New York State) (continued)

Westcor Land Title Insurance Company

By: /s/
Patricia W. Bower
Its: General Counsel
Dated: February 4, 2008

Titledge Insurance Company of New York, Inc.

By: /s/
Gregory Schmidt
Its: President
Dated: April 21, 2008

The Security Title Guarantee Corporation of Baltimore

By: /s/
John M. Martinico
Its: Vice-President and New York State Counsel
Dated: April 24, 2008

(Other Underwriters later entering into this Agreement are to execute below)

New Jersey Title Insurance Company

By: *Hillary S. Kriss*
Hillary S. Kriss
Its: New York State Counsel
Dated: February 23, 2009

**EXHIBIT A TO SECOND AMENDED AND RESTATED MUTUAL
INDEMNIFICATION AGREEMENT**

APPLICATIONS OF MUTUAL INDEMNIFICATION AGREEMENT

Michael J. Berey, Reporter

1. Satisfaction of a Mortgage

A recording officer accepts a satisfaction of a mortgage for recording but marks the record "satisfaction withheld" due to there being a break in the chain of title to the mortgage. The mortgage is a Covered Risk under the Agreement so long as requirements of the Mutual Indemnification Agreement are otherwise satisfied. A written letter of indemnity need not be obtained under the Agreement. (Agreed upon by the participating companies as of July 30, 2003)

2. Indemnitor's Policy

Section 2(a) (iii) of the Mutual Indemnification Agreement provides that an Indemnitor's Policy includes a Loan policy that insured a mortgage to a lender that has since acquired all or some of the Land to be insured under the Indemnitee's policy as a consequence of a foreclosure or deed-in-lieu of foreclosure when the lender will be the transferor or mortgagor in the transaction to be insured by the Indemnitee. This Subsection applies when the transferor or mortgagor in the transaction to be insured by the Indemnitee is the nominee of the lender or otherwise is within the scope of the Section 2(a) ("Continuation of Insurance") of the Conditions and Stipulations of the ALTA Loan Policy. (Agreed upon by the participating companies as of August 7, 2003)

3. Performance Letters

Insurer's A, B, and C are participants under the Mutual Indemnification Agreement. Insurer A, which insured an Owner's policy, issued a letter of indemnity (either with or without performance) to Insurer B which insured an Owner's policy without raising the exception as to which it was indemnified. Insurer C, now issuing an Owner's or a Loan policy, is indemnified by Insurer B by the terms of the Mutual Indemnification Agreement. The matter in question is a Covered Risk. In the event a claim under the Agreement is made by Insurer C against Insurer B, Insurer B will have recourse against Insurer A under the letter of indemnity with performance.

If, however, Insurer A and C are participants under the Mutual Indemnification Agreement but Insurer B is not, Insurer C should request a letter of indemnity (with or without performance, as applicable) from Insurer B, which, in turn, will have recourse against Insurer A under the letter received by Insurer B. Insurer A and Insurer C do not here have the relationship of Indemnitor and Indemnitee under the Agreement. (Agreed upon by the participating companies as of August 7, 2003)

4. Break in Chain of Title

Section 3 (b) of the Mutual Indemnification Agreement includes as a Covered Defect the devolution of title where there has been recorded a conveyance for consideration to a bona fide purchaser. The Covered Defect "devolution of title" is not limited to estate matters. This subsection also applies when there is a deed to Entity A and the next deed of record is from Entity B. The subsection also applies when there is a deed out of the purchaser at a foreclosure sale but not a deed out of the referee in the foreclosure action. That the Agreement does not cover unrecorded closing instruments does not limit the indemnity obligation in such cases. (Agreed upon by the participating companies as of August 19, 2003)

Note: This Interpretation has been expressly incorporated into the First Amended and Restated Mutual Indemnification Agreement.

5. Break in Chain of Title

The Covered Defect in Section 3(b) of the Mutual Indemnification Agreement for the devolution of title where there has been recorded a conveyance for consideration to a bona fide purchaser is not limited to estate matters. This subsection also applies when there is a life estate in the back chain of title and there is no proof that the life estate has been terminated or surrendered. (Agreed upon by the participating companies as of September 23, 2003)

Note: This Interpretation has been expressly incorporated into the Second Amended and Restated Mutual Indemnification Agreement.

6. Administration of Requests for Indemnification as to a Covered Risk

The Memorandum on Mutual Indemnification Agreement provides that an Indemnitee must have a copy of the Indemnitor's policy in order for the Indemnitor to be liable to the Indemnitee for a Covered Risk. In lieu of a copy of the policy, the Indemnitor may acknowledge liability under the Mutual Indemnification Agreement by noting on a request for a Letter of Indemnity the following: "Liability under the Mutual Indemnification Agreement acknowledged for the exceptions raised in this letter". The notation must be signed by an officer or other authorized employee of the Indemnitor, with the name of the signatory printed below his or her signature. In the event that the exceptions are set forth on a separate sheet, the officer or other authorized employee of the Indemnitor must initial the exceptions. Next to the officer or authorized employee's signature is to be entered a notation setting forth the person's title, if an officer, or that the person signing is an "authorized signatory". (Agreed upon by the participating companies as of March 4, 2004, as amended by agreement of the participating companies on May 6, 2004)

7. Powers of Attorney/Westchester County

Section 3 (b) of the Mutual Indemnification Agreement includes as a Covered Defect matters relating to the devolution of title, provided the defect does not relate to the non-recording of instruments affecting the transfer of title to the current owner. The failure to record a power of attorney pursuant to which the closing instruments were executed, other than to the last insured owner, is therefore a Covered Defect under Section 3(b).

As the Westchester County Clerk has taken the position that the recording of a power of attorney is not required, other than a power of attorney used in the execution of documents by a corporation, the non-recording of a power of attorney in Westchester County since March 12, 2004, may or may not be indicative of a title defect. Section 3 (b) shall apply to the non-recording of the power of attorney in Westchester County, when the power of attorney is granted by a person or entity other than a corporation, notwithstanding that the power of attorney was used in the transaction creating the current insured document(s). (Agreed upon by the participating companies as of May 11, 2004)

8. Prior Title Evidence

Subsection 4(a) of the Mutual Indemnification Agreement does not require that the copy of the executed Indemnitor's Policy or Indemnitor's marked-up title report be received from the prior title company or its agent. It may be provided the Indemnitee by the Insured under the Indemnitor's Policy, a person or entity which is a party to the transaction insured under the Indemnitor's Policy, or their respective counsel. (Agreed upon by the participating companies as of July 11, 2005)

9. Covered Defects

A common charge lien filed by a Condominium's the Board of Managers is a Covered Defect under the Mutual Indemnification Agreement. The Indemnitor's liability for this Covered Risk is limited to \$500,000. (Agreed upon by the participating companies as of July 11, 2005)

10. Covered Defects

Proof that a power-of-attorney was in full force and effect when an attorney-in-fact acting under that power executed an instrument insured under an Indemnitee's policy is a Covered Defect. (Agreed upon by the participating companies as of July 11, 2005)

11. Federally Insured Mortgages

The Mutual Indemnification Agreement provides that it may be relied on in the following instances:

“When a Loan policy has been issued, and by reason of a deed in lieu of foreclosure or a referee's deed in a mortgage foreclosure action of the insured mortgage, the insured lender is now the transferor or mortgagor of the property”.

These provisions apply to a conveyance of the property, being insured under an Indemnitee's policy, to a governmental agency or governmental instrumentality which acquires all or any part of the estate or interest insured, under the loan policy issued by the Indemnitor, pursuant to a contract of insurance or guarantee insuring or guaranteeing the indebtedness secured by the mortgage insured under the Indemnitor's policy. (Agreed upon by the participating companies as of July 11, 2005)

12. Judgments

If the monetary amount of a judgment is within the limits set forth in the Mutual Indemnification Agreement, the judgment is a Covered Risk. This Covered Risk is, however, limited to only monetary amounts due under the judgment. The Covered Risk does not include other relief afforded by the judgment, such as requirements that the judgment debtor fulfill certain non-monetary obligations. (As determined by participating companies responding on September 3 and 4, 2008. Participating companies must all agree that a matter is a Covered Risk.



May 21, 2012

Michael J. Berey, Senior Vice-President
Chief Underwriting Counsel - New York
First American Title Insurance Company
National Commercial Services
633 Third Avenue,
New York, New York 10017

RE: NY Mutual Indemnity:

Dear Mike:

Enclosed please find 12 signed execution pages for the Mutual Indemnification Agreement and the Memorandum.

Please let us know when we can be of further assistance.

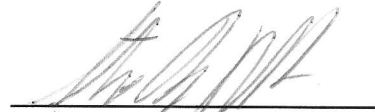
Very truly yours,

A handwritten signature in dark ink, appearing to read "SHW", is positioned above the typed name.

Steven H. Winkler
Chief Underwriting Counsel and Corporate Secretary
SHW/s
Enclosures

**Signature Pages to the Second Amended and Restated Mutual Indemnification
Agreement (New York State) (continued)**

WFG National Title Insurance Company

A handwritten signature in black ink, appearing to read "S. Winkler", is written over a horizontal line.

By: Steven Winkler

Its: Chief Underwriting Counsel and Secretary

Dated: May 28, 2012

**Signature Pages to the Second Amended and Restated Memorandum on
Mutual Indemnification Agreement (New York State) (continued)**

WFG National Title Insurance Company

A handwritten signature in black ink, appearing to read 'S. Winkler', is written over a solid horizontal line.

By: Steven Winkler

Its: Chief Underwriting Counsel and Secretary

Dated: May 24, 2012

**SECOND AMENDED AND RESTATED MEMORANDUM
ON MUTUAL INDEMNIFICATION AGREEMENT**

The Companies that have affixed or shall hereafter affix their signatures hereto have entered into a Mutual Indemnification Agreement, which Agreement has been last amended and restated by a Second Amended and Restated Mutual Indemnification Agreement effective as of April 1, 2006 (collectively the "Agreement"). The purpose of the Agreement is to expedite the clearance of certain types of title exceptions and limit the need to obtain individual letters of indemnity or performance. The Agreement applies not only to new clearance requests but also to those that remain outstanding. Other title insurance companies may subsequently enter into this Agreement and notice of their participation will be provided. This Memorandum explains how the Agreement is to be applied.

There are five scenarios in which the Mutual Indemnification Agreement can be relied upon:

1. When an Owner's policy has been issued -

A title insurer (the "Indemnitor"), directly or through an Agent, having issued an Owner's Policy in which it omitted a "Covered Defect" (as set forth in Exhibit A hereto), or insured against its collection or enforcement, is deemed to indemnify the new title insurer (the "Indemnitee") so long as the Indemnitee, in either its Owner's policy or Loan policy, in the same manner, omits the exception for the Covered Defect or insures against its collection or enforcement.

The Indemnitor under an Owner's policy has liability to an Indemnitee if the Indemnitor's insured is still in title. However, for purposes of the Agreement, the provisions for continuation of liability under the old NYBTU Rate Manual and the TIRSA Rate Manual, as applicable, are to apply. An agent is to consult with its underwriter before relying upon the continuation of liability provisions applicable to an Owner's policy.

A list of Covered Defects under the Agreement is annexed as Exhibit A to this Bulletin.

2. When a Loan policy has been issued, regardless of whether there is a change in the ownership of the estate or interest in the land that was mortgaged, and the insured mortgage is being further insured, either individually or as consolidated -

A title insurer (the Indemnitor), directly or through an Agent, having issued a Loan Policy insuring a mortgage in which the Indemnitor omitted a Covered Defect, or insured against its enforcement or collection, is deemed to indemnify the new title insurer (the Indemnitee) insuring the same mortgage (individually or as consolidated), when the Indemnitee, in the same manner, omits the exception for the Covered Defect or insures against its collection or enforcement. In this scenario, for

the prior title insurer to be an Indemnitor, the Covered Defect must have arisen prior to the date the mortgagor of the mortgage insured by the Indemnitor acquired title to the property as a bona fide purchaser for value. In this scenario, the Mutual Indemnification Agreement does not cover liens and other defects created, suffered or assumed by the Mortgagor.

3. When a Loan policy has been issued, and by reason of a deed in lieu of foreclosure or by a referee's deed in a mortgage foreclosure action of the insured mortgage, the insured lender is now the transferor or mortgagor of the property -

A title insurer (the Indemnitor) is deemed to indemnify the new title insurer (the Indemnitee) as to a Covered Defect which the Indemnitor omitted, or insured against enforcement or collection, in a Loan Policy when the transferor or mortgagor in the transaction to be insured by the Indemnitee is the Indemnitor's insured which has acquired title by a referee's deed in an action to foreclose the insured mortgage or by a deed in lieu of foreclosure of the insured mortgage. The Indemnitee must omit the exception for the Covered Defect or insure against its collection or enforcement in the same manner as was done in the Indemnitor's Policy.

4. When a Loan policy has been issued, and a referee is conveying the property in an action to foreclose the insured mortgage -

A title insurer (the Indemnitor) is deemed to indemnify the new title insurer (the Indemnitee) as to a Covered Defect which the Indemnitor omitted, or insured against enforcement or collection, in a Loan Policy when the Seller in the transaction to be insured by the Indemnitee is the referee in an action to foreclose the mortgage insured by the Indemnitor. The Indemnitee must omit the exception for the Covered Defect or insure against its collection or enforcement in the same manner as was done in the Indemnitor's Policy.

5. When a Loan policy has been issued, and a mortgage in the principal amount of \$750,000 or less (effective April 1, 2006) made by the current record owner of the estate or interest being insured, was not excepted in the Loan Policy -

A title insurer (the Indemnitor) is deemed to indemnify the new title insurer (the Indemnitee) as to a mortgage in such a case provided that the Indemnitee obtains a copy of (i) the payoff letter for that mortgage, (ii) the certified, bank or attorney's escrow account check(s) issued for payment of the amount stated in the payoff letter as due, and (iii) the letter with which payment was sent to the holder of the mortgage or its representative as stated in the payoff letter.

In this instance, however, the Indemnitor is not obligated to discharge of record the Mortgage or to pay the cost incurred by Indemnitee in obtaining the discharge. This does not, however, limit the Indemnitor's obligation to indemnify the Indemnitee for

any payments made by Indemnitee to the holder of the Mortgage to satisfy and discharge the Mortgage of record.

To rely on the Agreement, the Indemnitee, or its Agent, **MUST** in each of the five scenarios above obtain either: (i) a copy of the Indemnitor's title policy; or (ii) a copy of the Indemnitor's marked-up title report.

Under the terms of the Mutual Indemnification Agreement, you are still required to get a letter of indemnity for any matter that is not listed as a Covered Defect. In addition, while the purpose of the Mutual Indemnification Agreement is to reduce the need to request and to write letters of indemnity, you are still permitted to request a letter of indemnity for a Covered Defect.

YOU ARE REQUIRED TO OBTAIN A LETTER OF INDEMNITY FOR ALL MATTERS, EVEN FOR "COVERED DEFECTS", WHEN THE PRIOR INSURER IS NOT A PARTY TO THE MUTUAL INDEMNIFICATION AGREEMENT AS SET FORTH ABOVE.

You will be notified if an underwriter that is now, or may hereafter become, a party to the Agreement is no longer participating. An underwriter is required to give thirty calendar days advance written notice of its intention to withdraw from the Agreement. Withdrawal from the Agreement does not effect any then outstanding indemnity obligations.

A memorandum, in substantially similar form and substance, is also being issued by the other parties to the Agreement to their underwriters and agents.

If you have any questions concerning the implementation of the Mutual Indemnification Agreement, please call counsel at _____
(insert name of your company).

Dated as of April 1, 2006

EXHIBIT A

COVERED DEFECTS

The following matters, if neither satisfied, released, or disposed of in the Public Records (as defined in the Conditions and Stipulations of the Indemnitor's Policy) from the Land to be insured by the Indemnitee at the time that it issues a policy of title insurance, are Covered Defects under this Agreement:

- (a) (i) As to title policies issued by an Indemnitee prior to April 1, 2005: (a) mortgages; and (b) New York State and New York City Tax warrants, money judgments, New York City Parking Violation Bureau judgments, Environmental Control Board liens, and Transit Adjudication Bureau judgments (collectively "Judgments") and federal tax liens, (each federal tax lien or Judgment is individually a "Lien") filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the mortgage or Lien on the Date of Policy of Indemnitee's policy, and the amount of the mortgage or Lien does not exceed \$250,000. In the event that any such mortgage or Lien exceeds \$250,000 and a separate letter of indemnity is obtained, then this Agreement shall remain valid as to each other mortgage and Lien not exceeding \$250,000 provided for in this paragraph.
- (ii) As to title policies issued by an Indemnitee on and after April 1, 2005: New York State and New York City Tax warrants, money judgments, New York City Parking Violation Bureau judgments, Environmental Control Board liens, and Transit Adjudication Bureau judgments (collectively "Judgments" and each Judgment individually a "Lien") (but not including federal tax liens) filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the Lien on the Date of Policy of Indemnitee's policy, and the amount of the Lien does not exceed \$500,000. In the event that any such Lien exceeds \$500,000 and a separate letter of indemnity is obtained, then this Agreement shall remain valid as to each other Lien not exceeding \$500,000 provided for in this paragraph.

(iii) As to title policies issued by an Indemnitee on and after April 1, 2005: Federal tax liens filed or docketed against a person or entity out of title, the lien of which has not expired by operation of law, provided no execution has been made, or action commenced to foreclose or to otherwise enforce the federal tax lien on the Date of Policy of Indemnitee's policy, and the amount of the federal tax lien does not exceed \$250,000.

(iv) As to title policies issued by an Indemnitee: (a) on and after April 1, 2005 but prior to April 1, 2006, mortgages provided no action has been commenced to foreclose or to otherwise enforce the mortgage on the Date of Policy of Indemnitee's policy and the amount of the mortgage does not exceed \$500,000. In the event that any such mortgage exceeds \$500,000 and a separate letter of indemnity is obtained as provided in the second full paragraph on page "3" of this Agreement, then this Agreement shall remain valid as to each other mortgage not exceeding \$500,000 provided for in this paragraph; (b) on and after April 1, 2006: mortgages provided no action has been commenced to foreclose or to otherwise enforce the mortgage on the Date of Policy of Indemnitee's policy and the amount of the mortgage does not exceed \$750,000. In the event that any such mortgage exceeds \$750,000 and a separate letter of indemnity is obtained as provided in the second full paragraph on page "3" of this Agreement, then this Agreement shall remain valid as to each other mortgage not exceeding \$750,000 provided for in this paragraph.

- (b) Proof of Death, devolution of title, and federal and New York State estate taxes regarding the estate of a prior owner, when there has been recorded a conveyance for consideration to a bona fide purchaser.
- (c) Matters relating to the devolution of title, other than those relating to a matter covered by "(b)", above, arising prior to an Indemnitor's policy, including, without limitation, (i) errors in the recitation of names of the parties to recorded instruments, (ii) conveyances from an entity when title was last conveyed to a different named entity, (iii) execution of a deed by the purchaser at a foreclosure sale when there is no deed of record out of the referee in the foreclosure, provided that a referee's report of sale, confirming the transfer of title to said purchaser is on file in the foreclosure action, (iv) the absence of a termination or surrender of a life estate, (v) a leasehold interest not excepted in the Indemnitor's policy where the lease has expired by its terms and there is no recorded termination or surrender agreement, and (vi) outstanding fractional interests of record held by a joint tenant or a tenant in common, (vii) an outstanding interest of a tenant by the entirety. For items (vi) and (vii)) to be Covered Defects, the

property must be improved and all interests in the property must be held of record by a purchaser(s) for value (other than one of the joint tenants, tenants in common, or tenants by the entirety in question) for not less than the last immediately preceding ten years.

- (d) Proof that as of the date of the death of a tenant by the entirety, the then surviving spouse and the deceased were married and not subject to the terms of a separation agreement when there has been recorded a conveyance for consideration from the surviving spouse, or from the fiduciaries of the estate of the surviving spouse, or from the distributees or devisees of the surviving spouse, to a bona fide purchaser.
- (e) As to a corporation in the chain of title to the property within the immediately prior ten years, proof of due incorporation, New York State Corporate Franchise tax, and New York City General Business tax, provided no execution has been made or action commenced to foreclose or to otherwise enforce the lien thereof.
- (f) Errors in description of the property insured in a deed or conveyance (other than a mortgage) executed prior to the deed or conveyance insured by the Indemnitor under an Owner's policy provided that the deed insured by the Indemnitor under an Owner's policy contains the correct description.
- (g) New York City Sidewalk Violations, but only when the Indemnitor's Policy is an ALTA policy.
- (h) A mortgage in the original principal amount of (i) \$500,000 or less when an Indemnitee's policy is issued on and after April 1, 2005 and before April 1, 2006 or (ii) \$750,000 or less when an Indemnitee's policy is issued on or after April 1, 2006, open of record, made by the current record owner, and not excepted in the Indemnitor's Loan Policy, when the proceeds of the mortgage insured under the Indemnitor's Loan Policy were used to pay in full said open mortgage. The Indemnitee must obtain a copy of (i) the payoff letter for that open mortgage, (ii) the certified, bank or attorney's escrow account check(s) issued for payment of the amount stated in the payoff letter as due, and (iii) the letter with which payment was sent to the holder of the mortgage or its representative as stated in the payoff letter. This Covered Defect applies when the Indemnitee's policy is either an Owner's Policy or a Loan Policy and it applies to title policies issued by an Indemnitee on and after April 1, 2005.

**DEFECTS NOT COVERED BY
MUTUAL INDEMNIFICATION AGREEMENT**

- 1. Mechanic's liens**
- 2. Notices of Pendency and underlying actions**
- 3. Real estate taxes and tax liens**
- 4. Unrecorded closing instruments**
- 5. Any federal tax lien in an amount greater than \$250,000.00**
- 6. When the Indemnitee's policy is issued prior to April 1, 2005, any mortgage, New York State and New York City Tax warrant, money judgment, New York City Parking Violation Bureau judgment, Environmental Control Board lien, and Transit Adjudication Bureau judgment in an amount greater than \$250,000.00.**
- 7. When the Indemnitee's policy is issued on or after April 1, 2005, any New York State and New York City Tax warrant, money judgment, New York City Parking Violation Bureau judgment, Environmental Control Board lien, and Transit Adjudication Bureau judgment in an amount greater than \$500,000.00.**
- 8. When the Indemnitee's policy is issued on and after April 1, 2005 but before April 1, 2006, any mortgage in an amount greater than \$500,000.00.**
- 9. When the Indemnitee's policy is issued on and after April 1, 2006, any mortgage in an amount greater than \$750,000.**
- 10. An option to purchase or a right of first refusal to purchase contained in a lease even though a policy excepts rights of tenants as tenants only or otherwise insures that a tenant does not have, or no tenants have, an option to purchase or a right of first refusal to purchase.**
- 11. Matters insured against under a Standard New York Endorsement first appearing of record in the period between the Date of Policy as show in the Indemnitor's policy and the date of the recording of the instrument(s) insured by that policy.**
- 12. Other defects in titles that are not Covered Defects under the Mutual Indemnification Agreement.**

Second Amended and Restated Memorandum on
Mutual Indemnity Agreement (New York State) Approved:

Chicago Title Insurance Company

By: Michael P. Miglino
Name: Michael P. Miglino
Its: Regional Counsel
Dated: March 17, 2006

Commonwealth Land Title Insurance Company

By: Lawrence B. Lipschitz
Name: Lawrence B. Lipschitz
Its: Vice-President
Dated: March 24, 2006

Fidelity National Title Insurance Company

By: See attached
Name: Nick DeMartini
Its: Senior Vice-President and Managing Counsel
Dated: March 20, 2006

First American Title Insurance Company of New York

By: Michael J. Berey
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March 21, 2006

Lawyers Title Insurance Corporation

By: Melvyn Mitzner
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March 23, 2006

Northeast Investors Title Insurance Company

By: See attached
Name: Stephen Brown
Its: Vice-President and Senior Claims Manager
Dated: March 20, 2006

Second Amended and Restated Memorandum on
Mutual Indemnity Agreement (New York State) Approved:

Chicago Title Insurance Company

By: _____
Name: Michael P. Miglino
Its: Regional Counsel
Dated: March , 2006

Commonwealth Land Title Insurance Company

By: _____
Name: Lawrence B. Lipschitz
Its: Vice-President
Dated: March , 2006

Fidelity National Title Insurance Company

By: _____
Name: Nick DeMartini
Its: Senior Vice-President and Managing Counsel
Dated: March , 2006

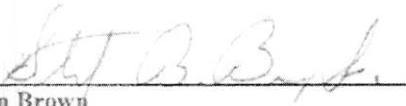
First American Title Insurance Company of New York

By: _____
Name: Michael J. Berey
Its: Senior Vice-President and Senior Underwriting Counsel
Dated: March , 2006

Lawyers Title Insurance Corporation

By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

Northeast Investors Title Insurance Company

By: 
Stephen Brown
Vice-President and Senior Claims Manager
March 29, 2006

Signature Pages to Second Amended and Restated Memorandum on Mutual Indemnification Agreement (New York State) (continued)

Old Republic National Title Insurance Company

By: *Felice K. Shapiro*
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March 24, 2006

Stewart Title Insurance Company

By: *see attached*
Name: John F. Welling
Its: President
Dated: March 24, 2006

Ticor Title Insurance Company

By: *Francis X. Carroll*
Name: Francis X. Carroll
Its: Assistant Vice President and Counsel
Dated: March 24, 2006

Ticor Title Insurance Company of Florida

By: *Francis X. Carroll*
Name: Francis X. Carroll
Its: Regional Counsel
Dated: March 24, 2006

~~Transnation Title Insurance Company of New York~~

~~By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March 24, 2006~~

United General Title Insurance Company


By: *Michael J. Murphy*
Michael J. Murphy
Its: *Senior Vice President*
Dated: March 20, 2006

Signature Pages to Second Amended and Restated Memorandum on
Mutual Indemnification Agreement (New York State) (continued)

Old Republic National Title Insurance Company

By: _____
Name: Felice K. Shapiro
Its: Vice-President and New York State Counsel
Dated: March , 2006

Stewart Title Insurance Company

By:  _____
Name: John F. Welling
Its: President
Dated: March , 2006

Ticor Title Insurance Company

By: _____
Name: Francis X. Carroll
Its: Assistant Vice President and Counsel
Dated: March , 2006

Ticor Title Insurance Company of Florida

By: _____
Name: Francis X. Carroll
Its: Regional Counsel
Dated: March , 2006

Transnation Title Insurance Company of New York


By: _____
Name: Melvyn Mitzner
Its: Senior Vice-President and Chief Underwriting Counsel
Dated: March , 2006

United General Title Insurance Company

By: _____
Name: Marvin N. Bagwell
Its: Vice-President and Eastern Divisional Counsel
Dated: March , 2006

Signature Pages to Second Amended and Restated Memorandum on
Mutual Indemnification Agreement (New York State) (continued)

Washington Title Insurance Company

By: 
Peter Becker
Its: Chief Counsel
Dated: March 21, 2006

(Other Underwriters later entering into this Agreement are to execute below)

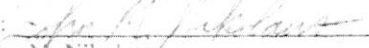
Signature Pages to Second Amended and Restated Memorandum on
Mutual Indemnification Agreement (New York State) (continued)

Washington Title Insurance Company

By: _____
Peter Becker
Its: Chief Counsel
Dated: March 1, 2006

(Other Underwriters later entering into this Agreement are to execute below)

Conestoga Title Insurance Company

By:  _____
John M. Nikolaus
Its: Executive Vice-President
Dated: May 2nd, 2006

Signature Pages to Second Amended and Restated Memorandum on
Mutual Indemnification Agreement (New York State) (continued)

United General Title Insurance Company


By: _____
Marvin N. Bagwell
Its: Vice-President and Eastern Divisional Counsel
Dated: March , 2006

Washington Title Insurance Company

By: _____
Peter Becker
Its: Chief Counsel
Dated: March , 2006

(Other Underwriters later entering into this Agreement are to execute below)

TA Title Insurance Company

By: 
J. William Cotter
Its: Chief Executive Officer
Dated: October 23, 2006

Signature Pages to Second Amended and Restated Memorandum on Mutual
Indemnification Agreement (New York State) (continued)

Conestoga Title Insurance Company

By: ___/s/_____
John M. Nikolaus
Its: Executive Vice-President
Dated: May 9, 2006

TA Title Insurance Company

By: ___/s/_____
J. William Cotter
Its: Chief Executive Officer
Dated: October 23, 2006

Westcor Land Title Insurance Company

By: ___/s/_____
Patricia W. Bower
Its: General Counsel
Dated: February 4, 2008

(Other Underwriters later entering into this Agreement are to execute below)

Titledge Insurance Company of New York, Inc.

By: _____
Gregory Schmidt
Its: President
Dated: April 2nd, 2008

Signature Pages to Second Amended and Restated Memorandum on Mutual Indemnification Agreement (New York State) (continued)

Conestoga Title Insurance Company

By: /s/
John M. Nikolaus
Its: Executive Vice-President
Dated: May 9, 2006

TA Title Insurance Company

By: /s/
J. William Cotter
Its: Chief Executive Officer
Dated: October 23, 2006

Westcor Land Title Insurance Company


By: /s/
Patricia W. Bower
Its: General Counsel
Dated: February 4, 2008

Titledge Insurance Company of New York, Inc.

By: /s/
Gregory Schmidt
Its: President
Dated: April 21, 2008

(Other Underwriters later entering into this Agreement are to execute below)

The Security Title Guarantee Corporation of Baltimore

By: 
John M. Martinico
Its: Vice-President and New York State Counsel
Dated: April 24, 2008

Signature Pages to Second Amended and Restated Memorandum on Mutual Indemnification Agreement (New York State) (continued)

Conestoga Title Insurance Company

By: /s/
John M. Nikolaus
Its: Executive Vice-President
Dated: May 9, 2006

TA Title Insurance Company

By: /s/
J. William Cotter
Its: Chief Executive Officer
Dated: October 23, 2006

Westcor Land Title Insurance Company

By: /s/
Patricia W. Bower
Its: General Counsel
Dated: February 4, 2008

Titledge Insurance Company of New York, Inc.

By: /s/
Gregory Schmidt
Its: President
Dated: April 21, 2008

The Security Title Guarantee Corporation of Baltimore

By: /s/
John M. Martinico
Its: Vice-President and New York State Counsel
Dated: April 24, 2008

(Other Underwriters later entering into this Agreement are to execute below)

New Jersey Title Insurance Company

By: Hillary S. Kriss
Hillary S. Kriss
Its: New York State Counsel
Dated: February 23, 2009