

MODEL INTER-UNDERWRITER INDEMNIFICATION AGREEMENT¹

In order to expedite the clearance of certain types of title insurance Defects and limit the need to obtain individual letters of indemnity or performance, the companies that now or hereafter become signatories to this Inter-Underwriter Indemnification Agreement ("Agreement") agree, in consideration of the mutual covenants contained in this Agreement, to indemnify each other subject to the provisions and limitations contained in this Agreement.

I. Definition of Terms. The following terms when used in this Agreement mean:

- A. "Current Insurer" means the title insurance company that is insuring title to the Land in a Current Policy dated after the Date of Prior Policy.
- B. "Current Policy" means any policy of title insurance issued by the Current Insurer after the effective date, determined in accordance with Section VII, of the Current Insurer's becoming a signatory to this Agreement.
- C. "Date of Prior Policy" means the "Date of Policy" as defined by the Prior Policy.
- D. "Defect" means an alleged item of the type listed in Section IV that was created or existed at the Date of Prior Policy and that may affect the Estate Insured.
- E. "Estate Insured" means the interest in the Land insured by the Prior Insurer in the Prior Policy that is all or a portion of the interest to be insured by the Current Policy.
- F. "Land" means the real property described as "Land" in the Prior Insurer's title insurance policy.
- G. "Prior Insurer" means a title insurance company that has issued a Prior Policy.
- H. "Prior Policy" means a policy of title insurance as set forth in Section V, Paragraphs C or D, issued by Prior Insurer.
- I. "Public Records" means the "Public Records" as defined by the Prior Policy.

II. Indemnification. Subject to the Limitations contained in Section III, the Conditions contained in Section V and the Stipulations contained in Section VI, Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, arising from certain Defects listed in Section IV and insured against by the Prior Policy.

III. Limitation of Indemnity. The maximum amount of the indemnity of Prior Insurer provided by this agreement shall not exceed the lesser of:

- A. the extent of liability of the Prior Insurer under the Prior Policy,
- B. the amount of insurance as defined in the Prior Policy; or
- C. \$500,000.00.



- IV. Defects.** The Indemnification of Section II of this Agreement shall apply only to the following:
- A. Mortgages or Deeds of Trust that have not been effectively released, discharged or reconveyed.
 - B. Attachments, judgment liens, child support liens, condominium or community association liens and statutory liens for services, labor or material.
 - C. Liens for federal estate taxes or for state estate, transfer or inheritance taxes arising by reason of the death of previous owners of the Land.
 - D. Liens for other federal, state or municipal taxes.
 - E. Marital rights arising in favor of the spouses of previous owners of the Estate Insured.
 - F. Lack of authority or capacity of the grantor to convey the Estate Insured to the current or previous owner of the Land.
 - G. Failure of the Estate Insured to be effectively conveyed to the current or previous owner of the Land by reason of a defective judicial or administrative proceeding.
 - H. A document affecting the Estate Insured not being properly created, executed, witnessed, sealed, acknowledged, notarized, delivered, or recorded in the Public Records.
- V. Conditions.** The following conditions limit the applicability of this Agreement:
- A. The Agreement is applicable only for title insurance policies insuring title to land within the Commonwealth of Virginia.
 - B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement shall not apply if the Prior Policy insures against loss arising from the Defect by affirmative language in its Schedule B exception or by an endorsement that expressly identifies the Defect.
 - C. An owner's policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if the Insured covered by the Prior Policy is the seller or borrower in the Current Insurer's transaction.
 - D. A loan policy issued by Prior Insurer shall be the basis of indemnity under this Agreement if:
 - 1. the insured, as defined by the Prior Policy, has subsequently acquired the Land by foreclosure or by deed-in-lieu of foreclosure,
 - 2. that insured is the seller in the transaction that will be insured by the Current Policy, and
 - 3. the Current Policy is an owner's policy issued to an unrelated Insured.
 - E. The Prior Insurer that issued a loan policy shall be liable only for indemnity under this Agreement for Defects that are monetary liens listed by Section IV in paragraphs A, B, C and D.
 - F. This Agreement shall not apply if the Public Records disclose that litigation or foreclosure proceedings arising from the Defect occurred after the Date of Prior Policy, or the Current Insurer has actual knowledge of litigation arising from the Defect.



VI. Stipulations.

- A. Any insurer that is a signatory to this Agreement may, at any time, by notice sent to another signatory insurer, decline to participate in this Agreement as to such other signatory insurer. If such notice is sent prior to the effective date of the other company's participation in this Agreement (as specified in paragraph A), then the two companies shall have no obligations under this Agreement to each other. If such notice is sent after the effective date of the other company's participation in this Agreement, then the two companies shall have no obligations under this Agreement to each other for any title insurance policies issued after the date of such notice. Any notices sent pursuant to this paragraph are not required to be sent to all signatories to this agreement.
- B. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer arising from Defects as provided by this Agreement.
- C. This Agreement does not affect the rights or obligations of any insured arising from any Current and Prior Policies.
- D. Nothing contained in this Agreement shall be construed as changing the effective date of any Prior Policy, nor as providing indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Prior Policy.
- E. All notices required or permitted by this Agreement shall be given by mail or by courier to the location shown in Section VII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.
- F. The Current Insurer shall notify Prior Insurer of any proposed payment or settlement of a claim arising from a Defect and shall give the Prior Insurer reasonable opportunity to investigate the claim at its own expense.
- G. If the Prior Insurer is prejudiced by the failure of the Current Insurer to provide timely notice of a claim, proposed payment or settlement under this Agreement, the Prior Insurer's liability under this Agreement shall be reduced by the extent of the prejudice. Until the Prior Insurer is notified of a claim, Prior Insurer has no obligation under this Agreement to take any action.
- H. Nothing in this Agreement shall be construed to deprive Prior Insurer of any of the rights of Prior Insurer as provided by its Prior Policy, including all rights of subrogation and the right to perfect title as insured by settling or litigating.
- I. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- J. The Current Insurer shall reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement shall be construed to delegate any of the duties or the rights of the Current Insurer to the Prior Insurer. The Current Insurer shall be entitled to administer the claim submitted by the insured under the Current Policy.
- K. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of the parties, and such specific agreements shall not be deemed to suspend, cancel or otherwise terminate any of the rights or obligations between those



parties under this Agreement or under any separate Agreement. However, the obligations of a party arising under this Agreement shall not be altered by any separate Agreement to which it is not a party.

- L. The indemnity applies to Prior Policies issued on any date prior or subsequent to the date on which the insurer becomes a signatory to this Agreement. No new right of indemnification or indemnification obligations as defined in Section II of this Agreement shall be created for a party thirty days after notice of cancellation is received by that party.
- M. After a Current Insurer relies upon this Agreement to issue a Current Policy, the duration of the indemnity of Prior Insurer shall continue in force so long as the Current Insurer has liability under the Current Policy or under its indemnities to subsequent insurers for a Defect.
- N. Nothing contained in this Agreement shall be construed to create any rights in non-parties to this Agreement (including, without limitation, the insured under the policies issued by Prior Insurer or Current Insurer) or to give rise to any claim by a non-party that he, she or it is a third-party beneficiary of this Agreement.
- O. It is recognized and agreed by the parties to this Agreement that participation in the Agreement is voluntary and within the sole discretion of each title insurance company licensed to do business in the Commonwealth of Virginia; that the sole purpose of a title insurance company's participation in this Agreement is to facilitate real estate transactions where title defects may otherwise pose an impediment and to increase the value received by persons who hold title insurance policies for the protection of their investments in real property; and, that this Agreement may not be used, directly or indirectly, to impede competition between or among title insurance companies licensed to do business in the Commonwealth of Virginia.

VII. Parties. One month after the date of signature, each title insurer intends to be bound by this Agreement to the other parties to this Agreement.



AMENDMENT TO MODEL INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

THIS AMENDMENT is entered into by the undersigned title insurers as of the dates set forth by their respective executions.

WHEREAS, from August 13, 2015 through September 10, 2015, **FIRST AMERICAN TITLE INSURANCE COMPANY, FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE COMPANY, OLD REPUBLIC TITLE INSURANCE COMPANY and STEWART TITLE GUARANTY COMPANY** (the "Original Parties") became signatories to a modified Model Inter-Underwriter Indemnification Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference (the "Agreement"); and

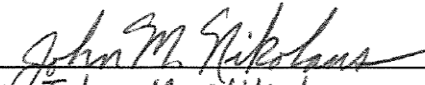
WHEREAS, CONESTOGA TITLE INSURANCE COMPANY, INVESTORS TITLE INSURANCE COMPANY, NORTH AMERICAN TITLE INSURANCE COMPANY, TITLE RESOURCES GUARANTY COMPANY, WESTCOR LAND TITLE INSURANCE COMPANY and WFG NATIONAL TITLE INSURANCE COMPANY (the "Additional Parties"), each being licensed to transact the business of title insurance in the Commonwealth of Virginia, wish to become additional signatories to the Agreement; and


WHEREAS, in keeping with Section VI, Paragraph O of the Agreement, the Original Parties have no objection to the Additional Parties being added as signatories to the Agreement;

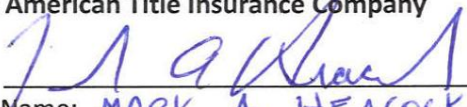
NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the undersigned parties agree as follows:

1. Each of the Additional Parties by the execution of this Amendment ratifies, confirms and agrees to be bound by the entirety of the terms, limitations, conditions and stipulations of the Agreement.
2. The Original Parties consent to the additional of the Additional Parties as signatories to the Agreement.
3. One month after the date of signature, each title insurer intends to be bound by the Agreement to the other parties to the Agreement, as hereby amended.
4. This Amendment may be signed in counterpart; a facsimile signature may be accepted as an original.

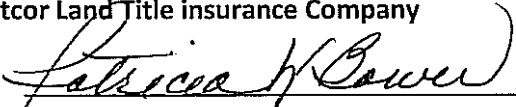
Additional Parties


Company	Send Notices To
<p>Conestoga Title Insurance Company</p> <p>By: <u></u></p> <p>Name: <u>John M. Nikolaus</u></p> <p>Title: <u>President</u></p> <p>Date: <u>12/4/15</u></p>	<p>Conestoga Title Insurance Company</p> <p>Attn: Claims Dept.</p> <p>137 East King Street</p> <p>Lancaster, PA 17602</p>

Name	Send Notices To:
Investors Title Insurance Company By:  Name: Michael W. Aiken Title: Senior Vice President Date: 12/3/2015	Investors Title Insurance Company Attn: Mike Aiken PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	North American Title Insurance Company
Title Resources Guaranty Company By: _____ Name: _____ Title: _____ Date: _____	Title Resources Guaranty Company
Westcor Land Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Westcor Land Title insurance Company
WFG National Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	WFG National Title Insurance Company

<p>Name</p> <p>Investors Title insurance Company</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>	<p>Send Notices To:</p> <p>Investors Title insurance Company</p>
<p>North American Title Insurance Company</p> <p>By: </p> <p> Name: <u>MARK A. HEACOCK</u></p> <p> Title: <u>VICE PRESIDENT</u></p> <p>Date: <u>OCTOBER 29, 2015</u></p>	<p>North American Title Insurance Company</p> <p>760 N.W. 107 AVENUE SUITE 401 MIAMI, FL 33172</p> <p>ATTN: VALERIE JAHN GRANDIN EXECUTIVE V.P. & CHIEF UNDERWRITING COV.</p>
<p>Title Resources Guaranty Company</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>	<p>Title Resources Guaranty Company</p>
<p>Westcor Land Title insurance Company</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>	<p>Westcor Land Title insurance Company</p>
<p>WFG National Title Insurance Company</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>	<p>WFG National Title Insurance Company</p>

Name	Send Notices To:
Investors Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Investors Title insurance Company
North American Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	North American Title Insurance Company
Title Resources Guaranty Company By: _____ Name: <u>Scott McCall</u> _____ Title: <u>President/CEO</u> _____ Date: <u>December 4, 2015</u> _____	Title Resources Guaranty Company Agency Operations Department 8111 LBJ Freeway, Suite #1200 Dallas, Texas 75251
Westcor Land Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Westcor Land Title insurance Company
WFG National Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	WFG National Title Insurance Company

Name Investors Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Send Notices To: Investors Title insurance Company
North American Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	North American Title Insurance Company
Title Resources Guaranty Company By: _____ Name: _____ Title: _____ Date: _____	Title Resources Guaranty Company
Westcor Land Title insurance Company By:  Name: Patricia W. Bower Title: Secretary/Corporate Counsel Date: 12.3.2015	Westcor Land Title insurance Company Legal Department 875 Concourse Parkway South Suite 200 Maitland, FL 32751
WFG National Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	WFG National Title Insurance Company

Name	Send Notices To:
Investors Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Investors Title insurance Company
North American Title Insurance Company By: _____ Name: _____ Title: _____ Date: _____	North American Title Insurance Company
Title Resources Guaranty Company By: _____ Name: _____ Title: _____ Date: _____	Title Resources Guaranty Company
Westcor Land Title insurance Company By: _____ Name: _____ Title: _____ Date: _____	Westcor Land Title insurance Company
WFG National Title Insurance Company By:  Name: Steven H. Winkler Title: Senior Vice President Date: December 01, 2015	WFG National Title Insurance Company Legal Department – Virginia 2711 Middleburg Drive, Suite 206 Columbia, South Carolina 29204

Original Parties

<p>First American Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Fidelity National Title Insurance Company</p> <p>By: _____ Name: <u>FRANK T. MCCORMICK</u> Title: <u>SVP AGENCY</u> Date: <u>12-18-15</u></p>
<p>Commonwealth Land Title Insurance Company</p> <p>By: _____ Name: <u>FRANK T. MCCORMICK</u> Title: <u>SVP AGENCY</u> Date: <u>12-18-15</u></p>
<p>Chicago Title Insurance Company</p> <p>By: _____ Name: <u>FRANK T. MCCORMICK</u> Title: <u>SVP AGENCY</u> Date: <u>12-18-15</u></p>
<p>Stewart Title Guaranty Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Old Republic National Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>

Original Parties

<p>First American Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Fidelity National Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Commonwealth Land Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Chicago Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Stewart Title Guaranty Company</p> <p>By: _____ Name: <u>Jim GARDIN</u> Title: <u>SE. VICE PRESIDENT</u> Date: <u>3/3/16</u></p>
<p>Old Republic National Title Insurance Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>

Original Parties

First American Title Insurance Company

By: _____
Name: _____
Title: _____
Date: _____

Fidelity National Title Insurance Company

By: _____
Name: _____
Title: _____
Date: _____

Commonwealth Land Title Insurance Company

By: _____
Name: _____
Title: _____
Date: _____


Chicago Title Insurance Company

By: _____
Name: _____
Title: _____
Date: _____

Stewart Title Guaranty Company

By: _____
Name: _____
Title: _____
Date: _____

Old Republic National Title Insurance Company

By:  _____
Name: KEVIN POBODA
Title: VP & VA state Mgr., N. Div.
Date: 12/15/15

COMPANY:	SEND NOTICES TO:
<p>First American Title Insurance Company</p> <p>By: <u>[Signature]</u> Name: <u>John T. McGrath</u> Title: <u>Vice President</u> Date: <u>8/13/2015</u></p>	<p>First American Title Insurance Company Legal Department 14150 Newbrook Drive Suite 250 Chantilly, Virginia 20151</p>
<p>Fidelity National Title Insurance Company</p> <p>By: <u>[Signature]</u> Name: <u>FRANK T. MCCORMICK</u> Title: <u>SUP VIRGINIA AGENCY</u> Date: <u>8-24-15</u></p>	<p>Fidelity National Title Insurance Company Legal Department 7130 Glen Forest Drive Suite 403 Richmond, Virginia 23226</p>
<p>Commonwealth Land Title Insurance Company</p> <p>By: <u>[Signature]</u> Name: <u>FRANK T. MCCORMICK</u> Title: <u>SUP VIRGINIA AGENCY</u> Date: <u>8-24-15</u></p>	<p>Commonwealth Land Title Insurance Company Legal Department 7130 Glen Forest Drive Suite 403 Richmond, Virginia 23226</p>
<p>Chicago Title Insurance Company</p> <p>By: <u>[Signature]</u> Name: <u>FRANK T. MCCORMICK</u> Title: <u>SUP VIRGINIA AGENCY</u> Date: <u>8-24-15</u></p>	<p>Chicago Title Insurance Company Legal Department 7130 Glen Forest Drive Suite 403 Richmond, Virginia 23226</p>
<p>Stewart Title Guaranty Company</p> <p>By: <u>[Signature]</u> Name: <u>Jim Goodin</u> Title: <u>Senior Vice President</u> Date: <u>9/10/15</u></p>	<p>Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, Virginia 23320</p>
<p>Old Republic National Title Insurance Company</p> <p>By: <u>[Signature]</u> Name: <u>KEVIN T. POGODA</u> Title: <u>VP + VA State Mgr., N. Div.</u> Date: <u>8/31/15</u></p>	<p>Old Republic National Title Insurance Company Legal Department 7960 Donegan Drive Suite 247 Manassas, Virginia 20109</p>

