

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the signatories hereby agree, subject to the provisions and limitations contained in this Agreement, all of which are conditions precedent to liability hereunder, to indemnify each other as follows.

I. Definitions:

A. "Current Insurer" means a title insurance company which is insuring a transaction and has requested, or would, absent this Agreement, request indemnification from Prior Insurer. "Current Insurer" may also be referred to as "Indemnified Company".

B. "Prior Insurer" means a title insurance company which has issued a policy which is still in effect and which is being requested to indemnify "Current Insurer". "Prior Insurer" may also be referred to as "Indemnifying Company".

C. "Policy" means an owner's or loan policy of title insurance issued by Prior Insurer or to be issued by Current Insurer. For the purposes of this Agreement, a loan policy shall be considered the equivalent of an owner's policy if the insured thereunder has acquired title to the estate or interest insured by foreclosure or deed in lieu thereof.

D. "Estate" means the estate or interest insured under the Policy issued by Prior Insurer or to be insured under the Policy to be issued by Current Insurer, as the same is described in Schedule A of the Policy.

II. Indemnification Provisions. Prior Insurer hereby indemnifies Current Insurer against loss or damage, including reasonable legal fees, by reason of certain defects, liens or encumbrances, not excepted or excluded from coverage under the policy issued by Prior Insurer, which defects, liens or encumbrances are set forth in more detail below.

III. Limitation of Liability. The indemnification provided hereunder shall in no event exceed the lesser of:

- (A) the amount of insurance in effect under the policy issued by Prior Insurer; or
- (B) \$1,000,000.00.

IV. Conditions Precedent to Indemnification. The provisions of this Agreement shall be effective only when the following conditions are met and Current Insurer has been furnished with a copy of Prior Insurer's **Owners' Policy**, which policy is still in effect, and any one or more of the following alleged or apparent defects, liens or encumbrances affecting the title of a previous owner of the Estate are disclosed by an examination of the record title to the Estate, and which are not excepted or excluded from coverage under Prior Insurer's Policy:

A. Mortgages, *provided* there are no pending or successfully-concluded proceedings to foreclose the same; *and further provided* that, with respect to home equity mortgages or other revolving credit mortgages, contemporaneous notice is given to the Prior Insurer of the Current Insurer's intention to rely on Prior Insurer's policy in accordance with this Agreement.

B. Judgments, federal tax liens, and any other statutory or common law liens *provided, nevertheless*, that in the case of any lien which will not expire in a fixed period of time, contemporaneous notice is given to the Prior Insurer of the Current Insurer's intention to rely on Prior Insurer's policy in accordance with this Agreement.

C. The liens of federal estate taxes, New Jersey estate and transfer inheritance taxes.

D. Tax sale certificates, *provided* there are no pending or successfully-concluded proceedings to foreclose the same; *and further provided* that contemporaneous notice is given to the Prior Insurer of the Current Insurer's intention to rely on Prior Insurer's policy in accordance with the terms of this Agreement.

E. Marital rights arising in favor of the spouses of record title-holders.

F. Alleged or actual defects or irregularities in judicial proceedings.

G. Lack of metes and bounds or filed map descriptions, or scrivener's error contained in descriptions, *provided* that the land conveyed may still be identified from the documents themselves.

V. Conditions and Stipulations.

A. The sole obligation of Prior Insurer arising hereunder is to indemnify Current Insurer against loss arising from matters covered by this Agreement.

B. The indemnification provisions of this Agreement shall only be operative where the Policy issued by Prior Insurer, by its terms, is still in effect at the time indemnification is sought by Current Insurer.

C. In the event notice of a claim or a potential claim is received by Current Insurer, Current Insurer shall promptly give notice thereof, in the manner provided elsewhere in this Agreement, to Prior Insurer.

D. Current Insurer shall preserve evidence in its file of the applicability of indemnification as provided herein and shall furnish same to Prior Insurer with any notice of claim or potential claim as provided elsewhere herein.

E. Nothing contained herein shall be construed to: --

1. deprive Prior Insurer of any of the rights provided for by the terms of its Policy, including, without limitation, rights of subrogation provided for therein and the right to cure defects in title; or

2. change the effective date or any of the other terms and conditions of any Policy, or to provide indemnification against defects, liens or encumbrances created or attaching subsequent to the effective date of any Policy; or

3. prevent Prior Insurer from agreeing, by letter signed by an authorized officer of Prior Insurer, to indemnify Current Insurer against matters not covered by this Agreement; or

4. prevent Prior Insurer, with respect to any matter not covered by this Agreement, from providing indemnification by means of a writing which incorporates by reference the terms of this Agreement, as if the matter in question had been covered by this Agreement; or

4. obligate Prior Insurer to take affirmative steps to cure any alleged defect, lien or encumbrance covered by this Agreement, or to reimburse Current Insurer or its insured for attorneys' fees or expenses arising from any matter not covered by this Agreement; or

5. 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.

F. The provisions of this Agreement, as amended, shall only apply to real property situated in the State of New Jersey, unless a signatory expressly elects otherwise by a writing designating such additional states or jurisdictions as it may wish to include. Notice of such election shall be given to the other signatories as provided elsewhere herein.

G. All notices required to be provided hereunder shall be given in writing by registered or certified mail (return receipt requested), or other form of writing, *provided* sender has proof of delivery thereof, to the address of any business office designated by the recipient in the most recent official directory of the New Jersey Land Title Association [NJLTA], or to such other address which may from time to time be designated by written notice given to the Executive Director of NJLTA.

H. Any signatory to this Agreement may withdraw upon giving thirty (30) days' notice. Such withdrawal will affect only matters for which indemnification is sought after the expiration of the notice. Indemnification provided before the expiration of the notice shall not be affected by the withdrawal and shall continue to be effective in accordance with this Agreement.

This Agreement shall be open to participation by any title insurance company licensed to do business in New Jersey. A title insurance company executing this Agreement must give simultaneous notice of same to all other participating companies in accordance with ¶ G above, except that such notice need not be provided to companies which execute this Agreement within sixty (60) days of the earliest execution date set forth below. All obligations under this Agreement between a company signing this Agreement and any other participating title insurance

Inter-Underwriter Indemnity Agreement
(Amended & Restated Dec. 2009)

company shall become effective thirty (30) days after the date on which the signatory company becomes a party to this Agreement, *provided nevertheless*, that this provision shall not apply to any company which has executed the previous version of this Agreement or the First Amendment thereto, in which case this Agreement shall become effective immediately upon execution.

I. Any insurer which is a signatory to this Agreement may, by notice sent at any time to another signatory in accordance with ¶ G above, decline to participate in this Agreement as to such other signatory or as to all other signatories. If such notice is sent prior to the effective date of the other company's or companies' participation in this Agreement, then those 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 or companies' participation in this Agreement, then those companies shall have no obligations under this Agreement to each other for any title insurance policies issued after the date of such notice. Notices sent pursuant to this paragraph are required to be sent to only those signatories to this Agreement affected thereby.

J. Whenever written notice is required to be given under the terms of this Agreement (including, without limitation, notice required under § IV above), the same shall be deemed to be effective upon receipt thereof, *provided, nevertheless*, that recipient shall not be liable for loss occasioned by the failure to give timely notice, but only to the extent that recipient has been prejudiced by its failure to receive such notice prior to the date actually received.

K. This Agreement supersedes the Agreement previously entered into by the signatories hereto and the First Amendment to said Agreement, except that nothing contained herein shall affect the rights and obligations of the parties with respect to indemnifications provided under the previous Agreement and the First Amendment thereto.

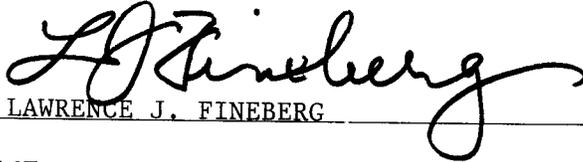
L. This Agreement shall be effective as to each signatory as of the date executed by such signatory. Within sixty (60) days of the earliest execution date below, an executed copy of this Agreement shall be delivered to all signatory companies.

IN WITNESS WHEREOF, the parties set forth below have executed this Agreement as of dates set forth below.

[Signature Pages to follow]

SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)


LAWRENCE J. FINEBERG

V.P. & REGIONAL COUNSEL

NAME

TITLE

DATE: December 11, 2009

ON BEHALF OF THE FOLLOWING COMPANY(IES):

CHICAGO TITLE INSURANCE COMPANY

TICOR TITLE INSURANCE COMPANY

TICOR TITLE INSURANCE COMPANY OF FLORIDA

SECURITY ~~XXXXXXXX~~ UNION TITLE INSURANCE COMPANY

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**



CHRISTOPHER P. MARRA
NAME



Vice President
TITLE

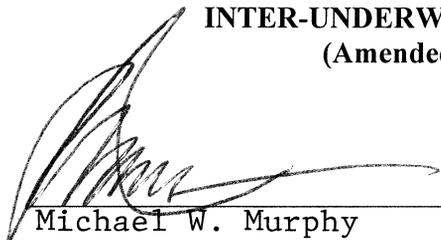
DATE: December 10, 2009

ON BEHALF OF THE FOLLOWING COMPANY(IES):

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**



Michael W. Murphy
NAME

Vice President

TITLE

DATE: January 20, 2010

ON BEHALF OF THE FOLLOWING COMPANY(IES):

First American Title Insurance Company

United General Title Insurance Company

T.A. Title Insurance Company

Censtar Title Insurance Company

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TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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Vice President

NAME Michael W. Aitken

TITLE

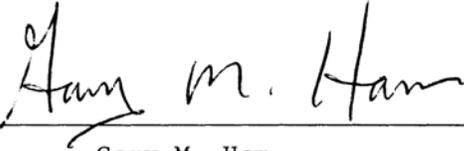
DATE: January 26, 2010

ON BEHALF OF THE FOLLOWING COMPANY(IES):

Investors Title Insurance Company

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**



NAME Gary M. Ham

V.P. & N.J. State Manager

TITLE

DATE: December 11, 2009

ON BEHALF OF THE FOLLOWING COMPANY(IES):

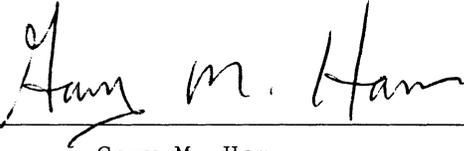
Lawyers Title Insurance Corporation

Commonwealth Land Title Insurance Company

LandAmerica NJ Title Insurance Company

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**



Gary M. Ham

V.P. & N.J. State Manager

NAME

TITLE

DATE: December 11, 2009

ON BEHALF OF THE FOLLOWING COMPANY(IES):

Lawyers Title Insurance Corporation

Commonwealth Land Title Insurance Company

LandAmerica NJ Title Insurance Company

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**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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James J. Dufficy
NAME

EVP, General Counsel
TITLE

DATE: 12-15-09

ON BEHALF OF THE FOLLOWING COMPANY(IES):

National Title Ins. of New York, Inc.

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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Frank A. Melchior

S. V. P. & G. C.

NAME

TITLE

DATE: December 10, 2009

ON BEHALF OF THE FOLLOWING COMPANY(IES):

New Jersey Title Insurance Company

SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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Thyd Krause
NAME

Executive Vice President
TITLE

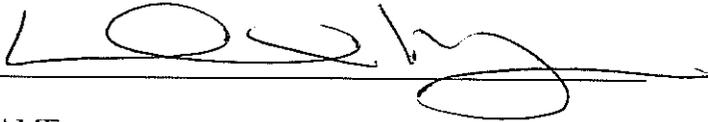
DATE: 1-21-10

ON BEHALF OF THE FOLLOWING COMPANY(IES):

North American Title Insurance Company

SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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NAME Daniel May

Vice President
New Jersey State Manager
TITLE

DATE: February 15, 2010

ON BEHALF OF THE FOLLOWING COMPANY(IES):

Old Republic National Title Insurance Company

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**

Robert J. Muesen

V.P.

NAME

TITLE

DATE: 2/1/10

ON BEHALF OF THE FOLLOWING COMPANY(IES):

Security Title Guarantee Corp. of Balt.

SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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NAME LYDIA FOWLER

Agency Services MGR., U.P.
TITLE

DATE: 1/15/2010

ON BEHALF OF THE FOLLOWING COMPANY(IES):

STEWART TITLE GUARANTY COMPANY

SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO

INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
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NAME J. CHRISTOPHER PHILLIPS

PRESIDENT

TITLE

DATE: 12/31/09

ON BEHALF OF THE FOLLOWING COMPANY(IES):

TITLE RESOURCES GUARANTEE COMPANY

**SIGNATURE PAGES [IN INDIVIDUAL COMPANY COUNTERPARTS]
TO**

**INTER-UNDERWRITER INDEMNIFICATION AGREEMENT
(Amended and Restated as of December, 2009)**

Patricia W. Bower
NAME PATRICIA W. BOWER

General Counsel
TITLE

DATE: 2/1/2010

ON BEHALF OF THE FOLLOWING COMPANY(IES):

Westcoast Land Title Insurance Company

