

ISSUING AGENCY CONTRACT

This Issuing Agency Contract ("Contract") is made and entered into this 9th day of August, 2006 by and between Chicago Title Insurance Company hereafter referred to as "Principal" and Citi Abstract Inc. hereafter referred to as "Agent."

In consideration of the promises and the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Principal and Agent agree as follows:

The Schedules indicated below are attached and incorporated by reference, if checked:

- ☒ Schedule A : Effective date, Term, Territory, Liability Limit, Compensation, General Liability of Agent
- ☒ Schedule B: Corporate Agent's Bond and Insurance Requirements
- ☐ Schedule C: Attorney Agent's Bond and Insurance Requirements
- ☒ Schedule D: Personal Guaranty
- ☒ Schedule E: Other

1. **APPOINTMENT OF AGENT.** Principal hereby appoints Agent as a policy issuing agent of Principal for the sole purpose of issuing title insurance commitments, policies, endorsements and other title assurances approved by Principal and by all required regulatory agencies, now in existence or hereafter developed, relating to real property located as described in Schedule A.

Notwithstanding the foregoing, pertaining to the referenced geographic area, Principal and its affiliates and subsidiaries shall have, and do retain, the right to service directly any customer, and Principal or its affiliates and subsidiaries may, without limitation, do any of the following:

- A. issue directly, from any of its offices, or from any location nationwide, commitments, policies, endorsements, or any other title assurance or evidence, search or real estate information product, or any other product whatsoever, now in existence or hereafter developed (all of the foregoing are hereafter collectively referred to as "Information");
- B. purchase or otherwise obtain from any source any search data or information.

2. **CONTRACT TERM.** The term of this Contract shall commence on the Effective Date shown on Schedule A and may be terminated by either party giving notice to the other pursuant to the terms of Paragraph 9.

3. **DUTIES OF PRINCIPAL.** Principal shall:

- A. Furnish Agent forms of commitments, policies, endorsements and other forms required for transacting Agent's title insurance business.
- B. Furnish Agent guidelines and instructions for transacting Agent's title insurance business.
- C. Resolve all risk assumption questions submitted by Agent.
- D. Arrange for reinsurance where required, to the extent such reinsurance is available.

4. **DUTIES OF AGENT.** Agent shall:

- A. Receive and process applications for title insurance in a timely, prudent and ethical manner with due regard to recognized title insurance underwriting practices and in accordance with Principal's bulletins, manuals and other instructions of Principal.
- B. Base each policy issued on behalf of Principal upon a determination of insurability of title which includes
 - (i) a search from earliest public records or in accordance with Principal's written instructions; and
 - (ii) an examination of all documents affecting title to the subject property.
- C. Prepare, preserve and maintain in Agent's possession a separate file for each application for title insurance containing all documents upon which Agent relied to make its determination of insurability, including, but not limited to: affidavits, maps, plats, lien waivers, surveys, title reports, searches, examinations, and work sheets, together with a copy of each commitment, policy, endorsement and other title assurance issued as well as closing statements, disbursement worksheets, copies of all checks disbursed and receipted, deposit slips, escrow agreements and any other instruments or documents executed or created at Closing. Title to files shall vest in Principal. Upon termination of this Contract, Agent shall deliver such files to Principal, which files may not be copied by Agent without the written consent of Principal. Agent hereby grants to Principal the right to enter upon the premises of Agent or other locations where such files are maintained, during business hours, for purposes of recovering possession thereof.
- D. Send to Principal information regarding each policy, endorsement and other title assurance issued by Agent, by voucher or magnetic or electronic format, as instructed by Principal.
- E. Maintain a policy register in a form approved by Principal showing the disposition of all policies and other pre-numbered forms furnished by Principal. Upon request by Principal, Agent shall furnish a statement accounting for all such forms and shall return all spoiled, obsolete or canceled policies and forms to Principal. Agent shall safely maintain and store all forms furnished by Principal and hereby assumes liability for loss or damage suffered by Principal by reason of Agent's wrongful or negligent use or storage of such forms.
- F. Perform such services and render such assistance as Principal may reasonably request in connection with any claim or litigation arising from a commitment, policy, endorsement or other title assurance issued by Agent or by Principal on behalf of Agent or on account of any conduct of Agent, whether such claim or litigation is instituted during the term of this Contract or following termination thereof. In addition, Agent shall promptly forward to Principal:
 - (i) all documents received by Agent in which Principal is a party to judicial proceedings;