



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

ISSUING AGENCY AGREEMENT

This Agreement is made this 16TH day of FEBRUARY, 2003, between FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation ("Company"), and Rockwell Abstract LLC, ("Agent") (collectively, the "Parties").

In consideration of the mutual benefits accruing and subject to the terms and conditions hereof, the Parties agree as follows:

The Schedules indicated below are attached and incorporated by reference:

- ☒ Schedule A: Effective Date of Agreement, Agent's 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 Guarantee

1. APPOINTMENT AND AUTHORITY OF AGENT

Company appoints Agent solely to countersign and issue title insurance commitments, binders, guarantees, endorsements, title insurance policies of Company, or any other form whereby Company assumes liability (collectively, "Title Assurances") in Agent's Territory set forth in Schedule A.

2. RESPONSIBILITY OF AGENT

A. Affirmative Covenants. Agent shall:

1. Receive and process applications for Title Assurances in accordance with the provisions of state law, in conformity with usual and customary practices and procedures, prudent underwriting principles and in full compliance with manuals, instructions, and bulletins of Company from time to time given to Agent.
2. Maintain a Policy Register (the "Policy Register") referencing the Agent's file number, policy number, date of issue, name of insured, amount of policy, premium charged, and the description of land insured. A legible copy of the Policy Register shall be tendered to Company upon termination of this Agreement or at any time as requested by Company.
3. Permit Company to examine title files which will be maintained separately from Attorney-Client files.
4. Make available for examination by Company, at any time during normal business hours and with reasonable prior notice from Company during the term of this Agreement, all financial records and records relating to the issuance of Company's Title Assurances by Agent.
5. Provide to Company copies of any audited and any unaudited financial reports or data submitted to any regulatory agencies with jurisdiction over Agent.
6. Permit Company and its examiners, auditors, and independent certified public accountants to enter Agent's business premises for the purpose of inspecting same or performing a financial, procedural, technical or forms audit.
7. Comply with all applicable federal, state and local laws including statutes, ordinances, rules, regulations and judicial opinions.
8. Obtain Company's prior approval where funds are to be held under an escrow and/or indemnity agreement in order to facilitate the issuance of a Title Assurance without exception to or with affirmative coverage over a specific defect, lien or encumbrance. The funds and property held under any such escrow and/or indemnity agreement, together with the original documents evidencing the escrow/indemnity, shall be transferred to Company on request of Company.
9. Keep safely and segregated, in an FDIC insured escrow/trust account, which is subject to audit by Company, all monies that may be entrusted to Agent by Company, or others, in the course of: (i) Agent's business operations; and, (ii) the issuance of Company's Title Assurances hereunder. Agent shall exercise a fiduciary duty with respect to the owners of the funds so deposited. Agent shall be solely liable for any and all losses arising by reason of Agent's improper, unauthorized, reckless or premature disbursement of any escrowed funds.
10. Retain for seven (7) years, or such other time period required by law, an original or legible copy of its file to evidence the determination of insurability.
11. If Agent is a corporation or partnership, disclose to Company any change in the controlling interest in said corporation or partnership within five (5) business days of the change. A change in the controlling interest shall be deemed to occur when an owner of more than fifty percent (50%) of the capital stock of said corporation ceases to own more than fifty percent (50%) of said stock, or when there is a sale of substantially all of Agent's assets or when there is a change in more than fifty percent (50%) ownership of the interest(s) in the partnership.

B. Negative Covenants. Agent shall not, without the prior written approval of Company's corporate underwriting department:

1. Accept service of process on behalf of Company.
2. Incur debts in the name of Company.
3. Issue any Title Assurance in a liability amount in excess of the Risk Limit stated in Schedule A.
4. Commit Company to insure any Extra Hazardous Risk as defined herein.
5. Alter any Title Assurance or other form furnished by Company or commit Company to any particular interpretation of provisions or terms of any Title Assurance.
6. Receive any funds including escrow, settlement or closing funds, in the name of Company, but shall receive funds solely in Agent's name.
7. Use Company's name in any manner inconsistent with the terms and conditions of this Agreement.
8. Issue any Title Assurance on land in which any officer, director, shareholder or partner of Agent has an interest.

3. RESPONSIBILITY OF COMPANY

Company shall:

- A. Furnish to Agent, without cost, the then currently approved forms of Title Assurances which Agent is authorized to issue hereunder.