

INDIANA INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

Updated: March, 2021

Participating Title Insurance Companies:

- A-1: Agents National Title Insurance Company**
- A-2: American Digital Title Insurance Company**
- A-3: Attorneys' Title Guaranty Fund, Inc.**
- A-4: Chicago Title Insurance Company**
- A-5: Commonwealth Land Title Insurance Company**
- A-6: Fidelity National Title Insurance Company**
- A-7: First American Title Insurance Company**
- A-8: Investors Title Insurance Company**
- A-9: North American Title Insurance Company**
- A-10: Old Republic Title Insurance Company**
- A-11: Premier Land Title Insurance Company**
- A-12: Stewart Title Guaranty Company**
- A-13: Westcor Land Title Insurance Company**
- A-14: WFG National Title Insurance Company**

INDIANA INTER-UNDERWRITER INDEMNIFICATION AGREEMENT

In order to expedite the clearance of certain types of title insurance Defects and to limit the need to obtain individual letters of indemnity or performance, the companies that now or hereafter become signatories to this INDIANA 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 Policy 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, condominiums or community association liens and statutory liens for services, labor or material.
 - C. Liens for federal estates 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 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 State of **INDIANA**.
 - 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 transactions.
 - 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 Record 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.
- G. The Current Insurer shall provide notice to the Prior Insurer pursuant to Stipulation VI, (F) below if the mortgage appears to be a “gap” mortgage or a future advance/revolving credit/equity line mortgage.

VI. Stipulations.

- A. This Agreement shall be open to participation by any title insurance company licensed to do business in **INDIANA**. A title insurance company signing this Agreement must give immediate notice of its signing to all other participating companies in accordance with Section VII. All obligations under this Agreement between a company signing this Agreement and any other participating title insurance company shall become effective one month after the date on which the signatory company becomes a party to this Agreement.
- B. 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.
- C. The sole obligation of Prior Insurer under this Agreement is to Indemnify Current Insurer arising from Defects as provided by this Agreement.
- D. This Agreement does not affect the rights or obligations of any insured arising from any Current and Prior Policies.
- E. 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.
- F. All notices required or permitted by this Agreement shall be deemed satisfactorily complied with by the Current Insurer if such notice is sent to the Prior Insurer by First Class U.S. Mail, postage prepaid, by any commercially available overnight delivery service, by facsimile transmission, by e-mail or by any other common or standard

technology that may be reproduced on paper and such notice does not need to be acknowledged by the Prior Insurer.

- G. 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.
- H. 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.
- I. 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.
- J. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. 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.

P. 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 **INDIANA**; 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 **INDIANA**.

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. The participating title insurance companies are set forth in Exhibit A to this Agreement which is attached hereto and incorporated herein by reference.

EXHIBIT A-1

Participating Title Insurance Companies

Title Insurance Company: **Agents National Title Insurance Company**

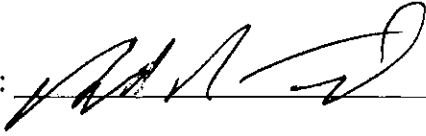
<p>By: </p> <p>Name: David A. Townsend, Esq.</p> <p>Title: CEO</p> <p>Date: <u>4-20-2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 1207 W. Broadway Suite C, Columbia, MO 65203</p> <p>Attn: Cheryl Cowherd, Esq.</p> <p>Title: Senior Underwriting Counsel</p> <p>Phone: 573-442-3351</p> <p>Email: ccowherd@agentstitle.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 1207 W. Broadway, Suite C, Columbia, MO 65203</p> <p>Attn: Matt Hood</p> <p>Title: Midwest Region Agency Manager</p> <p>Phone: 773-895-6998</p> <p>Email: mhood@agentstitle.com</p>

EXHIBIT A-2

Participating Title Insurance Companies

Title Insurance Company: **American Digital Title Insurance Company**

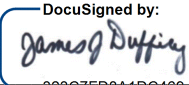

<p>DocuSigned by:  By: _____ 323C7FD8A1DC469...</p> <p>Name: <u>James J. Dufficy</u></p> <p>Title: <u>President & General Counsel</u></p> <p>Date: <u>4/28/2021</u></p> <p>DocuSigned by:  By: _____ 6526E40F67224BF...</p> <p>Name: <u>Joseph Baumer</u></p> <p>Title: <u>Vice President & Controller</u></p> <p>Date: <u>4/28/2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: American Digital Title Insurance Company 4949 South Syracuse Street, Suite 540 Denver, CO 80237</p> <p>Attn: James Dufficy</p> <p>Title: President & General Counsel</p> <p>Phone: 609-455-9781 Direct; 720-630-7751 Office</p> <p>Email: jdufficy@munichre.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: American Digital Title Insurance Company 4949 South Syracuse Street, Suite 540 Denver, CO 80237</p> <p>Attn: Legal</p> <p>Title: Legal</p> <p>Phone: 720-630-7751</p> <p>Email: infotitle@munichre.com</p>

EXHIBIT A-3

Participating Title Insurance Companies

Title Insurance Company: **Attorneys' Title Guaranty Fund, Inc.**

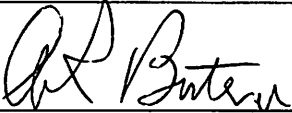
<p>By: <u></u> Name: <u>August R. Butera</u> Title: <u>Sr VP & General Counsel</u> Date: <u>3/25/21</u></p>	<p>SEND NOTICES TO: Address: One S Wacker Drive-24th floor Attn: August R. Butera Title: Sr. VP and General Counsel Phone: 312 752-1404 Email: abutera@atgf.com</p>
	<p>WITH COPY OF NOTICES TO: Address: One S Wacker Drive-24th floor Attn: Christine M. Sparks Title: Sr. VP and Chief Operating Officer Phone: 312 752-1408 Email: csparks@atgf.com</p>

EXHIBIT A-4

Participating Title Insurance Companies

Title Insurance Company: **Chicago Title Insurance Company**

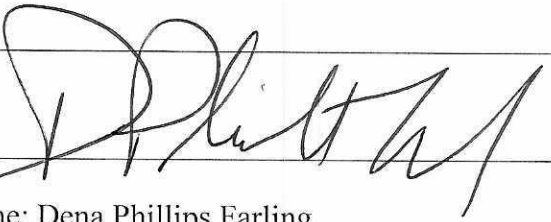
<p>By: </p> <p>Name: Dena Phillips Farling</p> <p>Title: Vice-President</p> <p>Date: <u>4/5/2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 135 N. Pennsylvania Street, Suite 1575A, Indianapolis, IN 46205</p> <p>Attn: Dena Phillips Farling</p> <p>Title: Vice-President</p> <p>Phone: 317-753-2237</p> <p>Email: dena.farling@ctt.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 135 N. Pennsylvania Street, Suite 1575A, Indianapolis, IN 46205</p> <p>Attn: Jessica Dunn McAlpin</p> <p>Title: Indiana Underwriting Counsel</p> <p>Phone: 317-697-9540</p> <p>Email: jessica.mcalpin@fnf.com</p>

EXHIBIT A-5

Participating Title Insurance Companies

Title Insurance Company: **Commonwealth Land Title Insurance Company**

<p>By: <u>J. David Clossin</u> Name: J. David Clossin Title: Indiana Underwriting Counsel Date: <u>April 5, 2021</u></p>	<p>SEND NOTICES TO: Address: 135 N. Pennsylvania Street, 1575A, Indianapolis, IL 46205 Attn: Dena Phillips Farling Title: Indiana State Counsel Phone: 317-753-2237 Email: dena.farling@ctt.com</p>
	<p>WITH COPY OF NOTICES TO: Address: 135 N. Pennsylvania Street, 1575A, Indianapolis, IN 46205 Attn: Jessica Dunn McAlpin Title: Indiana Underwriting Counsel Phone: 317-697-9540 Email: Jessica.mcalpin@fnf.com</p>

EXHIBIT A-6

Participating Title Insurance Companies

Title Insurance Company: **Fidelity National Title Insurance Company**

<p>By: <u>Jessica Dunn McAlpin</u> Name: Jessica Dunn McAlpin Title: Vice-President Date: <u>April 2, 2021</u></p>	<p>SEND NOTICES TO: Address: 135 N. Pennsylvania Street, Suite 1575A, Indianapolis, IN 46205 Attn: Dena Phillips Farling Title: Indiana State Counsel Phone: 317-753-2237 Email: dena.farling@ctt.com</p>
	<p>WITH COPY OF NOTICES TO: Address: 135 N. Pennsylvania Street, Suite 1575A, Indianapolis, IN 46205 Attn: Jessica Dunn McAlpin Title: Indiana Underwriting Counsel Phone: 317-697-9540 Email: jessica.mcalpin@fnf.com</p>

EXHIBIT A-7

Participating Title Insurance Companies

Title Insurance Company: **First American Title Insurance Company**

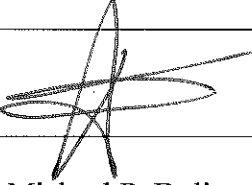
<p>By: </p> <p>Name: Michael P. Dulin</p> <p>Title: Vice President Senior Operations Counsel</p> <p>Date: <u>3/24/21</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 11611 N. Meridian Street, Suite 430, Carmel, IN 46032</p> <p>Attn: Stacey Barbe</p> <p>Title: Indiana State Counsel</p> <p>Phone: 317-564-2721 (direct); 317-408-3800 (mobile)</p> <p>Email: sbarbe@firstam.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 11611 N. Meridian Street, Suite 430, Carmel, IN 46032</p> <p>Attn: Michael P. Dulin</p> <p>Title: Vice President Senior Operations Counsel</p> <p>Phone: 410-246-6542 (direct); 850-491-9114 (mobile)</p> <p>Email: mdulin@firstam.com</p>

EXHIBIT A-8

Participating Title Insurance Companies

Title Insurance Company: **Investors Title Insurance Company**

<p>DocuSigned by: <i>Michael Aiken</i> B6BF8F32C4164F6...</p> <p>By: _____</p> <p>Name: Michael W. Aiken</p> <p>Title: Senior Vice-President</p> <p>4/2/2021</p> <p>Date: _____</p>	<p>SEND NOTICES TO:</p> <p>Address: 121 North Columbia Street, Chapel Hill, NC 27514</p> <p>Attn: Karen Barnett</p> <p>Title: VP of Multi-State Marketing</p> <p>Phone: 419-577-5900</p> <p>Email: kbarnett@invtitle.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 121 North Columbia Street, Chapel Hill, NC 27514</p> <p>Attn: Michael W. Aiken</p> <p>Title: Senior Vice-President</p> <p>Phone: 919-945-2549</p> <p>Email: maiken@invtitle.com</p>

EXHIBIT A-9

Participating Title Insurance Companies

Title Insurance Company: **North American Title Insurance Company**

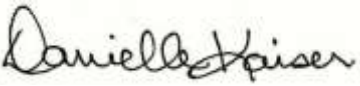
<p>By: </p> <p>Name: Danielle Kaiser</p> <p>Title: VP, Regional Underwriting Counsel</p> <p>Date: April 5, 2021</p>	<p>SEND NOTICES TO:</p> <p>Address: 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172</p> <p>Attn: Danielle Kaiser</p> <p>Title: VP, Regional Underwriting Counsel</p> <p>Phone: 317-625-5605 (office/mobile)</p> <p>Email: dkaiser@natic.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172</p> <p>Attn: Valerie Jahn Grandin</p> <p>Title: Executive Vice President & Chief Underwriting Counsel</p> <p>Phone: 321-972-8867 (office); 407-617-4842 (mobile)</p> <p>Email: vjahn-grandin@natic.com</p>

EXHIBIT A-10

Participating Title Insurance Companies

Title Insurance Company: **Old Republic Title Insurance Company**


<p>By: <u></u></p> <p>Name: Stephen A. Bolla</p> <p>Title: First Vice President, Division Counsel</p> <p>Date: <u>4/13/2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 14323 S, Outer 40 Road, Suite 200-S, Chesterfield, MO 63017</p> <p>Attn: Stephen A. Bolla</p> <p>Title: First Vice President, Division Counsel</p> <p>Phone: 866-969-7890 (office); 314-205-1192 (direct)</p> <p>Email: sbolla@oldrepublictitle.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 14323 S, Outer 40 Road, Suite 200-S, Chesterfield, MO 63017</p> <p>Attn: Laura L. Hardy</p> <p>Title: Vice President, Division Underwriting Counsel</p> <p>Phone: 866-969-7890 (office); 313-205-1192 (direct)</p> <p>Email: lhardy@oldrepublictitle.com</p>

EXHIBIT A-11

Participating Title Insurance Companies

Title Insurance Company: **Premier Land Title Insurance Company**


<p>By: </p> <p>Name: <u>Christopher S. Hinton</u></p> <p>Title: <u>VP & Deputy General Counsel</u></p> <p>Date: <u>4/5/2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 9111 Cypress Waters Blvd., Suite 200, Coppell, TX 75019</p> <p>Attn: Chris Hinton</p> <p>Title: Vice President & Deputy General Counsel</p> <p>Phone: 214-981-6330 (office); 773-266-3142 (mobile)</p> <p>Email: chris.hinton@pulte.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 9111 Cypress Waters Blvd., Suite 200, Coppell, TX 75019</p> <p>Attn: John Flynn</p> <p>Title: President</p> <p>Phone: 214-981-6323 (office); 214-282-9706 (mobile); 214-981-6728 (fax)</p> <p>Email: john.flynn@pulte.com</p>

EXHIBIT A-12

Participating Title Insurance Companies

Title Insurance Company: **Stewart Title Guaranty Company**

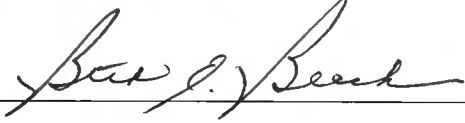
<p>By: <u></u></p> <p>Name: Beth E. Beech</p> <p>Title: Indiana State Counsel, Senior Underwriter</p> <p>Date: April 9, 2021</p>	<p>SEND NOTICES TO:</p> <p>Address: 20 E. 91st Street, Indianapolis, IN 46240</p> <p>Attn: Beth E. Beech</p> <p>Title: IN State Counsel</p> <p>Phone: 317-18-2413</p> <p>Email: beth.beech@stewart.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 1360 Post Oak Blvd., Suite 100 Houston, TX 77056</p> <p>Attn: National Claims Dept.</p> <p>Title:</p> <p>Phone: 866-459-8573</p> <p>Email: claims@stewart.com</p>

EXHIBIT A-13

Participating Title Insurance Companies

Title Insurance Company: **Westcor Land Title Insurance Company**

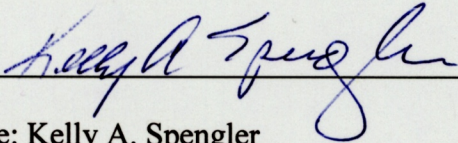
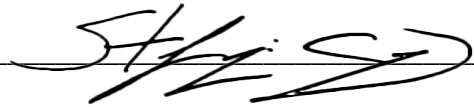
<p>By: <u></u> Name: Kelly A. Spengler Title: Regional Underwriting Counsel Date: <u>4/2/2021</u></p>	<p>SEND NOTICES TO: Address: 655 Metro Place South, Suite #220, Dublin, OH 43017 Attn: Kelly A. Spengler Title: Regional Underwriting Counsel Phone: 614-553-0900 Email: kspengler@wltic.com</p>
	<p>WITH COPY OF NOTICES TO: Address: 655 Metro Place South, Suite #220, Dublin, OH 43017 Attn: Michael Trowbridge Title: Vice President, Regional Agency Manager Phone: 614-553-0900 Email: mtrowbridge@wltic.com</p>

EXHIBIT A-14

Participating Title Insurance Companies

Title Insurance Company: **WFG National Title Insurance Company**

<p>By: </p> <p>Name: Stanley J. Czaja</p> <p>Title: VP, Midwest Region Manager & Indiana Underwriting Counsel</p> <p>Date: <u>3/30/2021</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 12909 SW 68th Parkway, Suite 350, Portland, OR 97223</p> <p>Attn: Stanley J. Czaja</p> <p>Title: VP, Midwest Region Manager & Indiana Underwriting Counsel</p> <p>Phone: 773-706-3779</p> <p>Email: sczaja@wfgnationaltitle.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 12909 SW 68th Parkway, Suite 350, Portland, OR 97223</p> <p>Attn: Clinton J. Yarborough</p> <p>Title: SVP, Central Agency Operations Manager</p> <p>Phone: 803-920-3924</p> <p>Email: cjyarborough@wfgnationaltitle.com</p>