

**KENTUCKY INTER-UNDERWRITER
INDEMNIFICATION AGREEMENT**

OCTOBER 2023

Participating Title Insurance Companies:

A-1: Doma Title Insurance Company

A-2: First American Title Insurance Company

A-3: Old Republic Title Insurance Company

A-4: Stewart Title Guaranty Company

A-5: Westcor Land Title Insurance Company

A-6: WFG National Title Insurance Company

KENTUCKY 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 KENTUCKY 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 must not exceed the lesser of:

- 1. the extent of liability of the Prior Insurer under the Prior Policy.
- 2. the amount of insurance as defined in the Prior Policy; or
- 3. \$500,000.00

IV. Defects. The indemnification of Section II of this Agreement applies 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 **KENTUCKY**.
 - B. The Prior Insurer issued a Prior Policy that provides coverage against loss due to a Defect. This Agreement does 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 is 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 is 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 described under Section V, D. above is 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 does not apply if the Public Record discloses 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 or foreclosure proceedings arising from the Defect.
 - G. The Current Insurer must provide notice of its intent to rely on the Prior Policy 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 within 30 days after the commitment is issued. A "gap" mortgage is defined as any mortgage that has come of record within 30 days prior to the date the Prior Policy was issued.

- H. The Current Insurer or its policy issuing agent must be in possession of a copy of the Prior Policy issued by the Prior Insurer before relying on the Prior Policy for Indemnification.

VI. Stipulations.

- A. This Agreement is open to participation by any title insurance company licensed to do business in **KENTUCKY**. 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 is effective thirty (30) days 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 will 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 will 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 is to 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. AH notices required or permitted by this Agreement are 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 Prior Insurer must be notified of a claim under this Agreement within 30 days of discovery of the claim pursuant to Stipulation VI, (F) above. Until the Prior Insurer is notified of a claim under this Agreement, the Prior Insurer has no obligation to take any action allowed or required under the Prior Insurer's policy. The Current Insurer is required to notify Prior Insurer of any proposed payment or settlement of a claim arising from a Defect and is required to 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 will 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 is to 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 must act diligently and promptly to discharge its responsibilities under this Agreement.
 - K. The Current Insurer must reasonably cooperate to enable the Prior Insurer to perform its duties and limit its liability under this Agreement. However, nothing in this Agreement is to be construed to delegate any of the duties or the rights of the Current Insurer to the Prior Insurer. The Current Insurer is 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 will 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 will 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. This agreement may be cancelled by any party to this Agreement upon written notice pursuant to Stipulation VI, (F) given to all other parties. Cancellation is deemed to take effect thirty (30) days from the date of receipt of notice of cancellation. Cancellation will not limit, impair, extinguish or diminish any of the obligations and indemnities arising under this Agreement prior to the expiration of the thirty (30) day period. No new right of indemnification or indemnification obligation as defined in Section II of this Agreement is created for a party thirty (30) 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 will 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 is to 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 **KENTUCKY**; 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 **KENTUCKY**.
- VII. Parties.** The Effective Date of this Agreement is thirty (30) days after the date on which the signatory company becomes a party to this Agreement. Each title insurer is bound by this Agreement to the other parties to this Agreement as of the Effective Date. 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: **Doma Title Insurance, Inc.**

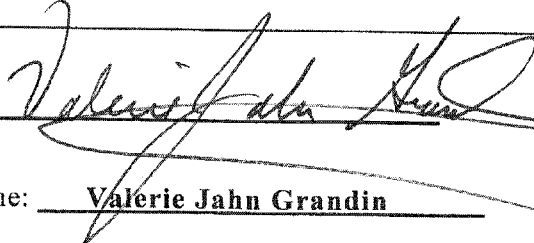
<p>By: </p> <p>Name: <u>Valerie Jahn Grandin</u></p> <p>Title: <u>EVP & Chief Underwriting Counsel</u></p> <p>Date: <u>10/16/2023</u></p>	<p>SEND NOTICES TO: Doma Title Insurance, Inc.</p> <p>Address: 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172</p> <p>Attn: Valerie Jahn Grandin</p> <p>Title: Chief Underwriting Counsel</p> <p>Phone: (407) 617-4842; (800) 374-8475</p> <p>Office Email: Valerie.grandin@doma.com</p>
	<p>WITH COPY OF NOTICES TO: Doma Title Insurance, Inc.</p> <p>Address: 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172</p> <p>Attn: Emilio Fernandez</p> <p>Title: President</p> <p>Phone: (800) 374-8475</p> <p>Office Email: Emilio.fernandez@doma.com</p>

EXHIBIT A-2

Participating Title Insurance Companies

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

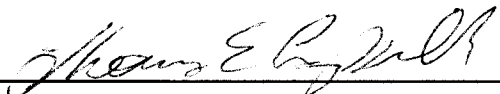
<p>By: <u></u></p> <p>Name: <u>Tom Campbell</u></p> <p>Title: <u>VP, Kentucky State Agency Manager</u></p> <p>Date: <u>October 10, 2023</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 161 St. Matthews Avenue, Ste. 5 Louisville, KY 40207</p> <p>Attn: Tom Campbell</p> <p>Title: VP, Kentucky State Agency Manager</p> <p>Phone: 800-330-2436</p> <p>Office Email: tcampbell@firstam.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Name: First American Title Insurance Company</p> <p>Address: 8840 Stanford Blvd, Ste 1400 Columbia, MD 21045</p> <p>Attn: Bill O'Connell</p> <p>Title: Area Underwriting Counsel</p> <p>Phone: 443-741-4536</p> <p>Office Email: waoconnell@firstam.com</p>

EXHIBIT A-3

Participating Title Insurance Companies

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

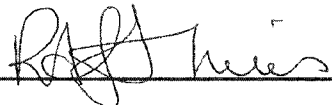
<p>By: <u></u></p> <p>Name: <u>Rebecca Strunk Mills</u></p> <p>Title: <u>VP / Kentucky State Counsel</u></p> <p>Date: <u>10-6-23</u></p>	<p>SEND NOTICES TO:</p> <p>Address: <u>9300 Shelbyville Rd, Ste 703 Louisville, Ky 40222</u></p> <p>Attn: <u>Rebecca Strunk Mills</u></p> <p>Title: <u>VP / Ky State Counsel</u></p> <p>Phone: <u>5-02-794-2536</u></p> <p>Office Email: <u>RStrunkMills @ Old Republic Title.com</u></p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: <u>9300 Shelbyville Rd Ste 703 Louisville, Ky 40222</u></p> <p>Attn: <u>Craig Hall</u></p> <p>Title: <u>VP / Manager</u></p> <p>Phone: <u>502-326-1391</u></p> <p>Office Email: <u>chall @ Old Republic Title.com</u></p>

EXHIBIT A-4

Participating Title Insurance Companies

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

<p>By: <u><i>Dana Sandlin</i></u> Name: Dana Sandlin Title: Kentucky State Counsel Date: October 9, 20023</p>	<p>SEND NOTICES TO: Address: 159 St. Matthews Ave., Suite 10, Louisville KY 40207 Attn: Dana Sandlin Title: Kentucky State Counsel Phone: 502-272-4572 Office Email: dsandlin@stewart.com</p>
	<p>WITH COPY OF NOTICES TO: Address: P.O. Box 2029, Houston TX 77252-2029 Attn: Claims Department Title: Phone: 800-729-1900 Ext. 8238 Office Email: claims@stewart.com</p>

EXHIBIT A-5

Participating Title Insurance Companies

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



<p>By: <u></u></p> <p>Name: <u>Kelly A Spengler</u></p> <p>Title: <u>Regional Underwriting Counsel</u></p> <p>Date: <u>10/4/2023</u></p>	<p>SEND NOTICES TO:</p> <p>Address: 8800 Lyra Dr Suite 250 Columbus OH 43240</p> <p>Attn: Kelly A. Spengler</p> <p>Title: Regional Underwriting Counsel</p> <p>Phone: 614-553-0900</p> <p>Office Email: kspengler@wltic.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 8800 Lyra Dr. Suite 250 Columbus OH 43240</p> <p>Attn: Michael Trowbridge</p> <p>Title: Regional Vice President</p> <p>Phone: 614-553-0900</p> <p>Office Email: mtrowbridge@wltic.com</p>

EXHIBIT A-6

Participating Title Insurance Companies

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

<p>By: </p> <p>Name: <u>Stanley J. Czaja</u></p> <p>Title: <u>SVP, Central Region Manager</u></p> <p>Date: <u>10/12/2023</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: SVP, Central Region Manager</p> <p>Phone: 773-706-3779</p> <p>Office Email: sczaja@wfgtitle.com</p>
	<p>WITH COPY OF NOTICES TO:</p> <p>Address: 12909 SW 68th Parkway, Suite 350 Portland, OR 97223</p> <p>Attn: Alan B. Fields</p> <p>Title: Director of Underwriting Services</p> <p>Phone: 813-421-3821</p> <p>Office Email: afields@wfgtitle.com</p>