MARYLAND MUTUAL INDEMNITY AGREEMENT

In order to expedite the clearance of certain types of title insurance Defects and limit the need to obtain individual letters of indemnity or performance, AmTrust Title Insurance Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Conestoga Title Insurance Co., Fidelity National Title Insurance Company, Investors Title Insurance Company, North American Title Insurance Company, Old Republic National Title Insurance Company, Security Title Guarantee Corporation of Baltimore, Stewart Title Guaranty Company, Title Resources Guaranty Company, Westcor Land Title Insurance Company and WFG National Title Insurance Company, the undersigned signatories to this Maryland Mutual Indemnity 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 Prior 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, but specifically excepting Home Equity Lines of Credit, Home Equity Conversion Mortgages (aka Reverse Mortgages) and those for which foreclosure proceedings have been instituted.

B. Judgment liens, child support liens, and condominium, homeowner or community association liens.

C. Liens for federal estate taxes or for state estate 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. Failure of the Estate Insured to be effectively conveyed to the current or previous owner of the Land by reason of a defective judicial or administrative proceeding.

G. A document affecting the Estate Insured not being properly created, executed, witnessed, sealed, acknowledged, notarized, delivered, or recorded in the Public Records (a "Technical Flaw"), excepting where the Technical Flaw results in a failure of title, in whole or in part. The lack of a notary acknowledgement of a grantor or mortgagor or where the document is executed by an attorney in fact and the power of attorney does not appear in the Public Records shall not be considered a Technical Flaw and is not covered by this Agreement.

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 Maryland.

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 transaction.

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 Records 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.

VI. Stipulations.

A. The sole obligation of Prior Insurer under this Agreement is to indemnify Current Insurer arising from Defects as provided by this Agreement.

B. This Agreement does not affect the rights or obligations of any Insured arising from any Current and Prior Policies.

C. 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.

D. All notices required or permitted by this Agreement shall be given by mail or by courier to the location shown in Section VIII and are effective upon receipt. In addition, a notice of claim to Prior Insurer under this Agreement shall also be mailed to the principal office shown in the Prior Policy.

E. 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.

F. 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.

G. 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.

H. The Prior Insurer shall act diligently and promptly to discharge its responsibilities under this Agreement.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. It is recognized and agreed by the parties to this Agreement that participation in the Agreement is voluntary and within the sole discretion of the undersigned **parties;** 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 Maryland.

VII. Effective Date. This Agreement shall become effective on April 1, 2020.

VIII. Parties.

COMPANY:	SEND NOTICES TO:
AmTrust Title Insurance Company By: _____ Name: Jason M. Gordon Title: President Date: 01/24/2020	Amtrust Title Insurance Company 220 East 42nd Street, 24th Floor New York, NY 10017 Attn: Claims Department
Chicago Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Commonwealth Land Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Conestoga Title Insurance Co. By: _____ Name: John M. Nikolaus Title: President Date: _____	Conestoga Title Insurance Co. Attn: Claims Depart. 137 East King Street Lancaster, PA 17602

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VII. Effective Date. This Agreement shall become effective on April 1, 2020.

VIII. Parties.

COMPANY:	SEND NOTICES TO:
AmTrust Title Insurance Company By: _____ Name: Jason M. Gordon Title: President Date: _____	Amtrust Title Insurance Company 220 East 42nd Street, 24th Floor New York, NY 10017 Attn: Claims Department
Chicago Title Insurance Company By: J. Joseph Shepherd Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: 3/5/2020	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Commonwealth Land Title Insurance Company By: J. Joseph Shepherd Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: 3/5/2020	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Conestoga Title Insurance Co. By: _____ Name: John M. Nikolaus Title: President Date: _____	Conestoga Title Insurance Co. Attn: Claims Depart. 137 East King Street Lancaster, PA 17602

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Chicago Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Commonwealth Land Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Conestoga Title Insurance Co. By: John M. Nikolaus Name: John M. Nikolaus Title: President Date: 1/28/2020	Conestoga Title Insurance Co. Attn: Claims Depart. 137 East King Street Lancaster, PA 17602

COMPANY:	SEND NOTICES TO:
Fidelity National Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: 3/5/2020	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Investors Title Insurance Company By: _____ Name: Michael W. Aiken Title: Senior Vice President Date: _____	Investors Title Insurance Company PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ Name: Mark A. Heacock Title: Vice President Date: _____	North American Title Insurance Company 760 N. W. 107 Avenue, Suite 401 Miami, FL 33172 Attn: Valerie Jahn Grandin Executive V. P. & Chief Underwriting Counsel
Old Republic National Title Insurance Company By: _____ Name: Richard N. Harvey Title: First Vice President Date: _____	Old Republic National Title Insurance Company 8840 Stanford Boulevard, Suite 4500 Columbia, Maryland 21045
The Security Title Guarantee Corporation of Baltimore By: _____ Name: Theodore Rogers Title: President Date: _____	The Security Title Guarantee Corporation of Baltimore 6 South Calvert Street Baltimore, Maryland 21202

COMPANY:	SEND NOTICES TO:
Fidelity National Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Investors Title Insurance Company By: _____ Name: Michael W. Aiken Title: Senior Vice President Date: 01/28/2020	Investors Title Insurance Company PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ Name: Mark A. Heacock Title: Vice President Date: _____	North American Title Insurance Company 760 N. W. 107 Avenue, Suite 401 Miami, FL 33172 Attn: Valerie Jahn Grandin Executive V. P. & Chief Underwriting Counsel
Old Republic National Title Insurance Company By: _____ Name: Richard N. Harvey Title: First Vice President Date: _____	Old Republic National Title Insurance Company 8840 Stanford Boulevard, Suite 4500 Columbia, Maryland 21045
The Security Title Guarantee Corporation of Baltimore By: _____ Name: Theodore Rogers Title: President Date: _____	The Security Title Guarantee Corporation of Baltimore 6 South Calvert Street Baltimore, Maryland 21202

COMPANY:	SEND NOTICES TO:
Fidelity National Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Investors Title Insurance Company By: _____ Name: Michael W. Aiken Title: Senior Vice President Date: _____	Investors Title Insurance Company PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ VP Name: Mark A. Heacock Title: Vice President Date: 1-28-2020	North American Title Insurance Company 760 N. W. 107 Avenue, Suite 401 Miami, FL 33172 Attn: Valerie Jahn Grandin Executive V. P. & Chief Underwriting Counsel
Old Republic National Title Insurance Company By: _____ Name: Richard N. Harvey Title: First Vice President Date: _____	Old Republic National Title Insurance Company 8840 Stanford Boulevard, Suite 4500 Columbia, Maryland 21045
The Security Title Guarantee Corporation of Baltimore By: _____ Name: Theodore Rogers Title: President Date: _____	The Security Title Guarantee Corporation of Baltimore 6 South Calvert Street Baltimore, Maryland 21202

COMPANY:	SEND NOTICES TO:
Fidelity National Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Investors Title Insurance Company By: _____ Name: Michael W. Aiken Title: Senior Vice President Date: _____	Investors Title Insurance Company PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ Name: Mark A. Heacock Title: Vice President Date: _____	North American Title Insurance Company 760 N. W. 107 Avenue, Suite 401 Miami, FL 33172 Attn: Valerie Jahn Grandin Executive V. P. & Chief Underwriting Counsel
Old Republic National Title Insurance Company By: Richard N Harvey Name: Richard N. Harvey Title: First Vice President Date: 1-29-2020	Old Republic National Title Insurance Company 8840 Stanford Boulevard, Suite 4500 Columbia, Maryland 21045
Stewart Title Guaranty Company By: _____ Name: Jim Gosdin Title: Senior Vice President Date: _____	Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, VA 23320

COMPANY:	SEND NOTICES TO:
Fidelity National Title Insurance Company By: _____ Name: J. Joseph Shepherd Title: V.P. & Maryland State Manager Date: _____	Fidelity National Title Group 9891 Broken Land Parkway, Suite 300 Columbia, MD 21046
Investors Title Insurance Company By: _____ Name: Michael W. Aiken Title: Senior Vice President Date: _____	Investors Title Insurance Company PO Box 2687 121 N. Columbia Street (27514) Chapel Hill, NC 27515
North American Title Insurance Company By: _____ Name: Mark A. Heacock Title: Vice President Date: _____	North American Title Insurance Company 760 N. W. 107 Avenue, Suite 401 Miami, FL 33172 Attn: Valerie Jahn Grandin Executive V. P. & Chief Underwriting Counsel
Old Republic National Title Insurance Company By: _____ Name: Richard N. Harvey Title: First Vice President Date: _____	Old Republic National Title Insurance Company 8840 Stanford Boulevard, Suite 4500 Columbia, Maryland 21045
The Security Title Guarantee Corporation of Baltimore By: _____ Name: Theodore Rogers Title: President Date: January 28, 2020	The Security Title Guarantee Corporation of Baltimore 6 South Calvert Street Baltimore, Maryland 21202

COMPANY:	SEND NOTICES TO:
Stewart Title Guaranty Company By: _____ Name: Jim Gosdin Title: Senior Vice President Date: _____	Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, VA 23320
Title Resources Guaranty Company By: _____ Name: J. Scott McCall Title: President/ CEO Date: _____	Title Resources Guaranty Company Agency Operations Department 8111 LBJ Freeway, Suite #1200 Dallas, Texas 75251
Westcor Land Title Insurance Company By: _____ Name: Donald A. Berube Title: Corporate Counsel/ Corporate Secretary Date: _____	Westcor Land Title Insurance Company Legal Department 875 Concourse Parkway South, Suite 200 Maitland, FL 32751 21046
WFG National Title Insurance Company By: _____ Name: Steven H. Winkler Title: Senior Vice President Date: _____	WFG National Title Insurance Company Legal Department- Maryland 2711 Middleburg Drive, Suite 206 Columbia, South Carolina 29204

COMPANY:	SEND NOTICES TO:
Stewart Title Guaranty Company By: _____ Name: Jim Gosdin Title: Senior Vice President Date: _____	Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, VA 23320
Title Resources Guaranty Company By: _____ Name: ~~J. Scott McCall~~ Michael E. Godlat Title: ~~President/ CEO~~ V.P., East Region UW Counsel Date: 1/10/20	Title Resources Guaranty Company Agency Operations Department 8111 LBJ Freeway, Suite #1200 Dallas, Texas 75251
Westcor Land Title Insurance Company By: _____ Name: Donald A. Berube Title: Corporate Counsel/ Corporate Secretary Date: _____	Westcor Land Title Insurance Company Legal Department 875 Concourse Parkway South, Suite 200 Maitland, FL 32751 21046
WFG National Title Insurance Company By: _____ Name: Steven H. Winkler Title: Senior Vice President Date: _____	WFG National Title Insurance Company Legal Department- Maryland 2711 Middleburg Drive, Suite 206 Columbia, South Carolina 29204

COMPANY:	SEND NOTICES TO:
Stewart Title Guaranty Company By: _____ Name: Jim Gosdin Title: Senior Vice President Date: _____	Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, VA 23320
Title Resources Guaranty Company By: _____ Name: J. Scott McCall Title: President/ CEO Date: _____	Title Resources Guaranty Company Agency Operations Department 8111 LBJ Freeway, Suite #1200 Dallas, Texas 75251
Westcor Land Title Insurance Company By: _____ Name: Donald A. Berube Title: Corporate Counsel/ Corporate Secretary Date: 10 Feb. 2020	Westcor Land Title Insurance Company Legal Department 875 Concourse Parkway South, Suite 200 Maitland, FL 32751 21046
WFG National Title Insurance Company By: _____ Name: Steven H. Winkler Title: Senior Vice President Date: _____	WFG National Title Insurance Company Legal Department- Maryland 2711 Middleburg Drive, Suite 206 Columbia, South Carolina 29204

COMPANY:	SEND NOTICES TO:
Stewart Title Guaranty Company By: _____ Name: Jim Gosdin Title: Senior Vice President Date: _____	Stewart Title Guaranty Company Legal Department 808 Eden Way North Chesapeake, VA 23320
Title Resources Guaranty Company By: _____ Name: J. Scott McCall Title: President/ CEO Date: _____	Title Resources Guaranty Company Agency Operations Department 8111 LBJ Freeway, Suite #1200 Dallas, Texas 75251
Westcor Land Title Insurance Company By: _____ Name: Donald A. Berube Title: Corporate Counsel/ Corporate Secretary Date: _____	Westcor Land Title Insurance Company Legal Department 875 Concourse Parkway South, Suite 200 Maitland, FL 32751 21046
WFG National Title Insurance Company By: _____ Name: Steven H. Winkler Title: Senior Vice President Date: 1/29/20	WFG National Title Insurance Company Legal Department- Maryland 2711 Middleburg Drive, Suite 206 Columbia, South Carolina 29204